

# Ottawa Light Rail Commission

Monica Sechiari  
on Friday, May 13, 2022



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OTTAWA LIGHT RAIL COMMISSION  
ALTUS GROUP - MONICA SECHIARI  
MAY 13, 2022

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--- Held via Zoom Videoconferencing, with all  
participants attending remotely, on the 13th day  
of May, 2022, 1:00 p.m. to 3:53 p.m.

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1 COMMISSION COUNSEL:

2 Christine Mainville, Commission Co-counsel

3 Mark Coombes, Litigation Counsel Member

4

5 PARTICIPANTS:

6 Monica Sechiari: Altus

7 Rebecca Curcio: Dentons Canada LLP

8

9

10 ALSO PRESENT:

11 Helen Martineau, Stenographer/Transcriptionist,

12 Chandani Joshi, Virtual Technician

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	INDEX OF EXHIBITS	PAGE
1		
2	NO. / DESCRIPTION	PAGE
3		
4	NONE MARKED.	
5		
6		
7		
8		
9		
10		
11		
12		
13		
14		
15		
16		
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1 --- Upon commencing at 1:00 p.m.

2 MONICA SECHIARI: AFFIRMED

3 MARK COOMBES: Ms. Sechiari, the  
4 purpose of today's interview is to obtain your  
5 evidence under oath, or solemn declaration, for  
6 use at the Commission's public hearings. This  
7 will be a collaborative interview such that my  
8 cocounsel, Ms. Mainville, may intervene to ask  
9 certain questions. If time permits your counsel  
10 may also ask follow-up questions at the end of  
11 the interview.

12 This interview is being transcribed  
13 and the Commission intends to enter this  
14 transcript into evidence at the Commission's  
15 public hearings, either at the hearings or by  
16 way of procedural order before the hearings  
17 commence.

18 The transcript will be posted to the  
19 Commission's public website, along with any  
20 corrections made to it after it is entered into  
21 evidence. The transcript, along with any  
22 corrections later made to it, will be shared  
23 with the Commission participants and their  
24 counsel, on a confidential basis before being  
25 entered into evidence.

1                   You will be given the opportunity to  
2 review your transcript and correct any typos or  
3 other errors before the transcript is shared  
4 with the participants, or is entered into  
5 evidence. Any nontypographical corrections made  
6 will be appended to the transcript. Pursuant to  
7 section 33(6) of the Public Inquiries Act 2009,  
8 a witness at an inquiry shall be deemed to have  
9 objected to answer any question asked him or her  
10 upon if ground that his or her answer may tend  
11 to incriminate the witness or may tend to  
12 establish his or her liability to a civil  
13 proceeding, at the instance of the Crown or of  
14 any person, and no answer given by a witness at  
15 an inquiry shall be used or be receivable in  
16 evidence against him or her, in any trial or  
17 other proceedings against him or her thereafter  
18 taking place, other than a prosecution for  
19 perjury in giving such evidence.

20                   As required by section 33(7) of that  
21 Act, you are hereby advised that you have the  
22 right to object to answer any question under  
23 section 5 of the Canada Evidence Act.

24                   Any questions before we begin?

25                   MONICA SECHIARI: No, not from me.

1                   MARK COOMBES:   Okay.  And from you,  
2  counsel?

3                   REBECCA CURCIO:  No.  We're okay to  
4  proceed, thank you.

5                   MARK COOMBES:  So, Ms. Sechiari, maybe  
6  we can just begin.  I would just like to ask you  
7  some questions about who the independent  
8  certifier is.  In other words, can you tell me a  
9  little bit about the Altus Group?  What it does?  
10 Just some background information on Altus?

11                  MONICA SECHIARI:  Okay.  Well, Altus  
12 Group is quite a large company.  I can speak to  
13 the area that I work in at Altus Group.  So I'm  
14 part of the infrastructure group, under the cost  
15 and project management umbrella.

16                  So within the infrastructure group we  
17 provide various different services in the P3  
18 area for infrastructure projects, one of which  
19 being the independent certifier role.

20                  And I've been providing the  
21 independent certifier role exclusively for Altus  
22 Group since 2010.  So I exclusively work on  
23 independent certifier roles, with various  
24 different asset types in the infrastructure  
25 area.

1                   MARK COOMBES: And maybe just -- that  
2 is a good time for me to pull up your CV. So  
3 this is the CV that was provided to me by your  
4 counsel. I understand this is not your complete  
5 CV but it outlines a highlight of a number of  
6 certain independent certifier roles.

7                   Just a few questions. You -- it  
8 indicates that you are a professional engineer.  
9 You are indeed a professional engineer?

10                  MONICA SECHIARI: I am a civil  
11 engineer.

12                  MARK COOMBES: And if you'll just walk  
13 me through some of the roles you've played, I  
14 see on page 1 the Ottawa Light Rail Transit,  
15 Confederation Line, independent certifier team  
16 lead?

17                  MONICA SECHIARI: Correct.

18                  MARK COOMBES: So you acted with Altus  
19 in the independent certifier role for the Ottawa  
20 LRT project, correct.

21                  MONICA SECHIARI: Correct.

22                  MARK COOMBES: And we can see from  
23 the -- page 2 of the CV, a number of other  
24 different independent certifier roles. There's  
25 no dates on this CV, but can you just clarify



1 for me, do you typically act on one independent  
2 certifier project at a time? Do you have  
3 multiple of these going on at a time? How does  
4 that work?

5 MONICA SECHIARI: No, not one at a  
6 time. Currently I have nine different  
7 independent certifier roles, eight or nine. I  
8 would say generally between seven and ten at any  
9 one time.

10 MARK COOMBES: And, generally  
11 speaking, how much interaction is required from  
12 you on a daily or monthly basis from one of the  
13 independent certifier projects?

14 MONICA SECHIARI: So I wouldn't say  
15 it's not on a daily basis, that's not the kind  
16 of role and responsibilities that we have. I  
17 would say, generally speaking, during the design  
18 and construction phase of the project it would  
19 be anywhere between 20 hours a month to 30 hours  
20 a month.

21 In the last year of a project, say,  
22 when we're getting close to substantial  
23 completion, it increases quite a bit going up to  
24 say 40 hours a month, and say in the last two or  
25 three months before substantial completion it

1 can really go up to 60 hours a month because of  
2 the effort that's needed at that time.

3 MARK COOMBES: And is that a  
4 reflection of the duties that are assigned to  
5 the independent certifier under whatever project  
6 agreement it governing that project?

7 MONICA SECHIARI: Correct. The  
8 independent certifier agreements, generally  
9 speaking, are basically the same as far as roles  
10 and responsibilities, no matter what the asset  
11 type is. Whether it's a hospital, or a sports  
12 facility, or a highway, or an LRT system.

13 MARK COOMBES: And that's a reflection  
14 of the fact that there's more work for the  
15 independent certifier to do later in the  
16 project, is that right?

17 MONICA SECHIARI: Correct.

18 MARK COOMBES: I'm going to take down  
19 your CV for a moment.

20 Maybe you can clarify this for me,  
21 when you are working -- when Altus is working on  
22 a project, who is the independent certifier? Is  
23 it Altus? Is it you? Who is filling that  
24 function?

25 MONICA SECHIARI: The independent

1 certifier that's named in the IC Agreement as  
2 Altus Group Limited. And each Independent  
3 Certifier Agreement, generally, there may be the  
4 odd exception, has an appendix in it where it  
5 lists the IC team members, myself being the IC  
6 team lead in this particular case. There can be  
7 other members listed with different functions  
8 for the team. But I lead the IC roles and  
9 direct other team members or resources we have  
10 at Altus as I need them.

11 MARK COOMBES: So in other words, when  
12 the independent certifier is certifying  
13 something, or performing the function under the  
14 Independent Certifier Agreement, or the Project  
15 Agreement, it's sort of a collaborative effort  
16 that results from Altus doing that  
17 certification?

18 MONICA SECHIARI: Correct. It can be  
19 a collaborative effort, a lot of times it's  
20 generally me and one other team member. But  
21 depending on the status of the project, we have  
22 a lot of resources at Altus that we could draw  
23 on.

24 MARK COOMBES: Understood. Maybe I  
25 can move on to ask you a little bit, and maybe

1 you can speak from your experience. What -- if  
2 you can tell us, what is an independent  
3 certifier? What does that mean? What does  
4 "certify" mean in that context?

5 MONICA SECHIARI: So the independent  
6 certifier is jointly appointed by both PA  
7 parties, our fee is shared, 50 percent to each  
8 PA party. And our role is to act independently,  
9 impartially, fairly, looking after the interests  
10 of both parties.

11 We have a number of certification  
12 services that are part of every IC Agreement, in  
13 appendix A, that lists the certification  
14 services that we are providing.

15 Not all of the services may result in  
16 a certificate, per se, but it -- you know, we  
17 carry out those services.

18 MARK COOMBES: And I will take you to  
19 the Independent Certifier Agreement in a minute,  
20 but if I could have you just draw a distinction,  
21 or if you can just explain to me, what is the  
22 difference between certification, at least as  
23 the IC does it, and something like an assurance  
24 role?

25 MONICA SECHIARI: I'm not sure I can

1 answer that. What you mean by "assurance role"?

2 MARK COOMBES: Well, if the  
3 independent certifier is certifying something,  
4 does that speak to the quality of the project?  
5 The outcome of the project? Does it speak to  
6 how well something was done? Or does it speak  
7 to something different?

8 MONICA SECHIARI: In the case of the  
9 independent certifier, when I certify, say,  
10 substantial completion or RSA, I'm certifying  
11 that all the requirements have been met in the  
12 Project Agreement, as it relates to those  
13 instances.

14 I'm not considered a professional of  
15 record on the project. We're not responsible  
16 for the design and construction. We're not  
17 quality control consultants independently  
18 assessing the job on our own.

19 So that's maybe more an assurance  
20 role, although I'm not completely clear what you  
21 mean by that. But, yeah, we're certifying that  
22 the design and construction has met the  
23 requirements of the Project Agreement, and we do  
24 that through the certifications that come from  
25 the professionals of record, or the City

1 opinions and all of their consultants.

2 MARK COOMBES: I think I understand.  
3 So would it be fair to say that just because the  
4 independent certifier is certifying that the  
5 requirements of the Project Agreement are met,  
6 you are not providing any opinion or judgment as  
7 to whether those requirements in the Project  
8 Agreement are adequate, that they will meet the  
9 goals of the project, that they will be  
10 sufficient for the needs of the parties?

11 MONICA SECHIARI: We are not providing  
12 any opinion on the requirements of the Project  
13 Agreement, whether they're sufficient, whether  
14 they're within good industry standards.

15 The requirements of the Project  
16 Agreement, and the Project Agreement as a whole,  
17 does not involve the independent certifier, we  
18 are only appointed after that.

19 MARK COOMBES: And I think at this  
20 point I'm going to bring up the Independent  
21 Certifier Agreement in this project.

22 REBECCA CURCIO: I will just interject  
23 quickly, just for the record, and just advise  
24 that the pricing information contained within  
25 this Independent Certifier Agreement is subject

1 to a claim of confidentiality on behalf of  
2 Altus.

3 MARK COOMBES: Absolutely, thank you.

4 CHRISTINE MAINVILLE: We'll mark the  
5 document number, but we'll make sure that if  
6 it's made available it will be subject to that  
7 claim.

8 MARK COOMBES: Absolutely. And it's  
9 worth pointing out that I'm not going to take  
10 you to that pricing information in these  
11 questions. And also, nothing that you say about  
12 the document in this interview is going to  
13 prejudice and claim you might later make for  
14 confidentiality. We'll proceed on that basis.

15 REBECCA CURCIO: Thank you.

16 MARK COOMBES: Ms. Sechiari, do you  
17 recognize this agreement?

18 MONICA SECHIARI: I do.

19 MARK COOMBES: And this is the  
20 Independent Certifier Agreement that applies to  
21 the Ottawa LRT project?

22 MONICA SECHIARI: Correct.

23 MARK COOMBES: I'm going to go -- I'm  
24 just going to take you through a few sections of  
25 this and ask for your commentary on some of the

1 provisions.

2 So if we go to page --

3 CHRISTINE MAINVILLE: Mark, I'm sorry,  
4 did we put the number on the record? We just  
5 need the number of the document.

6 MARK COOMBES: Thank you. The  
7 document number is COM0001550.

8 So if we move to page 4 of this  
9 agreement, provision 3.1(a), you are -- the  
10 independent certifier is appointed to carryout  
11 certification services. So "certification  
12 services" is a defined term in the agreement?

13 MONICA SECHIARI: Yes.

14 MARK COOMBES: And then (b), and I  
15 think this speaks to a limitation on your  
16 services you brought up earlier, nothing in this  
17 agreement is interpreted as giving the  
18 independent certifier any responsibility for  
19 performance of design or construction, or for  
20 certifications of the professionals on record.

21 So, in other words. The IC is not  
22 responsible for ensuring that any of the design  
23 or construction is carried out, is that correct?

24 MONICA SECHIARI: Yes.

25 MARK COOMBES: And also you're not



1 looking into the sort of certifications or  
2 background of any professionals of record on the  
3 project?

4 MONICA SECHIARI: I am not doing that.

5 MARK COOMBES: If we move to page 10  
6 of the agreement, paragraph 5 of this agreement  
7 is entitled "Certification Quality Plan". And  
8 the IC Agreement here requires the independent  
9 certifier to develop and implement a  
10 certification quality plan. Can you just  
11 explain to us what is a certification quality  
12 plan?

13 MONICA SECHIARI: Sure. The  
14 certification quality plan we prepare and submit  
15 in draft form to the PA parties, and there's a  
16 back-and-forth and comments on it, but the  
17 contents of it is -- basically identifies and  
18 explains how we're going to carry out the  
19 certification services; what we need to do that;  
20 what the result of it will be; what form of  
21 deliverable it will be. For example, if it's  
22 commentary and design progress, we provide that  
23 in the monthly report, so it basically runs  
24 through appendix A of the IC Agreement, and we  
25 detail how we're going to carry out that

1 service.

2 MARK COOMBES: So I'm just going to  
3 take you to page 14 of this agreement. And if  
4 we go down to "Term", so, generally speaking,  
5 this section provides that the IC Agreement is  
6 going to commence on a start date and continue  
7 either until completion of design and  
8 construction works and performance of  
9 certification services, or such other date. Can  
10 you tell us is this agreement still ongoing?

11 MONICA SECHIARI: Yes. It -- the last  
12 certification service we need to provide is  
13 final completion and issuance of the final  
14 completion certificate.

15 MARK COOMBES: And that has not  
16 occurred as of the date of this interview?

17 MONICA SECHIARI: That has not  
18 occurred as of the date of this interview. As  
19 of the issuance of Revenue Service Availability  
20 Certificate, we have not been involved in a  
21 material way with the project.

22 Due to the delays that the project had  
23 experienced, it was agreed with the PA parties  
24 that we would basically be on a very light  
25 service of still having access to the

1 documentation, being aware of the progress  
2 towards final completion, but no longer required  
3 to carry out all the certification services that  
4 went on before.

5 MARK COOMBES: And is that because --  
6 just so I'm clear, is that because there are no  
7 certification services to carry out at the  
8 moment, or just because you've been asked to  
9 step back by the parties?

10 MONICA SECHIARI: I don't believe  
11 there's any certification services for us to  
12 carry out at the moment. The design and  
13 construction is finished, it's in operational  
14 maintenance phase. There's not services for us  
15 to carry out. The final service would be when  
16 ProjectCo applies -- or notifies the City and  
17 the IC that they're ready for final completion.

18 MARK COOMBES: I understand. And at  
19 that point you'll sort of remobilize yourself to  
20 review the requirements?

21 MONICA SECHIARI: Correct.

22 MARK COOMBES: I understand. I'm just  
23 going to move down now to -- we were speaking  
24 about, or you spoke about appendix A to the  
25 agreement. So I'm going to move down to

1 appendix A.

2 Appendix A is entitled "Certification  
3 Services". So under the IC Agreement when  
4 section 3.1 says you're appointed to carry out  
5 certification services, this is the  
6 certification services the agreement is talking  
7 about?

8 MONICA SECHIARI: Yes.

9 MARK COOMBES: And based on your  
10 experience as an independent certifier, would  
11 you say there's anything out of the ordinary in  
12 this list? Either something that normally an  
13 independent certifier wouldn't be called on to  
14 do, or that there's something missing here that  
15 an independent certifier should be doing?

16 REBECCA CURCIO: It might be useful if  
17 she had a couple of minutes to review this list.

18 MARK COOMBES: Absolutely.

19 REBECCA CURCIO: So take your time,  
20 Monica.

21 MARK COOMBES: I will put this list  
22 up, Ms. Sechiari, and then you can let me know  
23 when you want me to move to the next page.

24 MONICA SECHIARI: [Witness reading the  
25 document.]

1 I would say, generally speaking, this  
2 is encompassing of, in my experience, what's in  
3 an IC Agreement. There are, I would say, two  
4 items that are not necessarily in other jobs, so  
5 two services that we wouldn't normally provide,  
6 so it would be in addition to what the  
7 independent certifier usually provides. One  
8 would be the item (t) Here, the bus transit  
9 lane closures. I have not seen that on other IC  
10 Agreements. And I think it's just the nature  
11 that it's particular to this Ottawa LRT project.  
12 But that's not -- in my opinion that's not a  
13 material service impacting the outcome of the  
14 project.

15 And the certification of the -- on the  
16 previous page -- I think it was on the first  
17 page, it relates to the civic works. We had a  
18 role to provide -- sorry, it's item (k).  
19 There's a couple of references to civic works  
20 there, that we would issue certification of any  
21 requests for civic works payment approval.  
22 That's not something I've done on other  
23 projects, but there were civic works on this  
24 project. And when ProjectCo wanted to be paid  
25 for those there was a process in the PA. So we

1 did provide that payment certification role. So  
2 that's unusual from most. But, again, this is  
3 in -- I would not say, from my experience, this  
4 is a material service or impacts the project at  
5 large.

6 MARK COOMBES: And maybe you can just,  
7 because I'm not familiar with the difference  
8 between civic works and other types of work,  
9 what would the definition of "civic works" be?

10 MONICA SECHIARI: Civic works on this  
11 project, and not having the PA in front of me, I  
12 believe there were five different groups of  
13 civic works. And they were more civic works in  
14 relation to -- the City needed work, say, I  
15 believe on Queen Street there was a realignment  
16 of the sewers, it was more that type of  
17 roadworks, sewer work, that wasn't designed and  
18 constructed by ProjectCo but they carried out  
19 that work.

20 There was also utility civil work. So  
21 all the -- for example, Hydro Ottawa  
22 relocates -- Hydro Ottawa did that work but  
23 ProjectCo had to co-ordinate with them and pay  
24 for it and sort out that kind of thing. So  
25 they -- it wasn't -- it's not works that were

1 part of the -- ended up becoming part of the  
2 system, the LRT system, these were sort of civic  
3 City utility-type work, and they didn't get  
4 incorporated into the actual LRT system. They  
5 became necessary, say, due to alignment, a hydro  
6 pole would have to be moved, for example. And  
7 I'm just speaking in generalities. So that's  
8 why I say this wouldn't be materially -- well,  
9 it didn't materially impact the project.

10 MARK COOMBES: Understood. And so  
11 other than this being sort of out of the  
12 ordinary course of maybe an IC's duties, the  
13 type of service that the IC is performing, in  
14 conjunction with certifying civic work, would be  
15 similar to certification of other work, I would  
16 assume?

17 MONICA SECHIARI: This appendix A is  
18 very typical of the other Independent Certifier  
19 Agreements and responsibilities.

20 MARK COOMBES: If we look at, just to  
21 take an example items A through D here, they  
22 begin with "receive and monitor", "receive and  
23 monitor", "review information", "review  
24 information". So it seems to me that there's an  
25 implication that in order to perform the IC's

1 role the IC needs to be receiving information  
2 and documents. Is that from both parties? One  
3 party? How does that typically work.

4 MONICA SECHIARI: That's from both  
5 parties.

6 MARK COOMBES: So, in other words, for  
7 the IC to be able to perform its duties under  
8 the agreement it needs to receive that  
9 information.?

10 MONICA SECHIARI: Receive or have  
11 access to that documentation.

12 MARK COOMBES: And this may be  
13 obvious, but just for the sake of the record, if  
14 the IC is not receiving that information, what's  
15 the impact on your ability to perform your work?

16 MONICA SECHIARI: We can't be  
17 responsible to consider or to be able to assess  
18 the status of the project for documentation we  
19 don't receive. We can't be responsible for  
20 reporting on information we don't have or don't  
21 know is going around. So it would have a  
22 critical impact on our carrying out our role.

23 MARK COOMBES: Understood. But would  
24 it -- I mean, maybe this is asking you to  
25 speculate. But it wouldn't necessarily be a



1 reflection of the fact that those things weren't  
2 taking place so much as you've just not received  
3 the information to evaluate it, is that right?

4 MONICA SECHIARI: Yes.

5 MARK COOMBES: Now I'm going to take  
6 you to a few specific items of this appendix A  
7 and ask you maybe to comment on them.

8 So item (e) is:

9 "Attend meetings and participate  
10 as necessary in the activities of the  
11 Works Committee."

12 So the IC is also, in addition to  
13 reviewing information, is also present at  
14 certain meetings that are taking place during  
15 this project?

16 MONICA SECHIARI: Yes. We -- we're  
17 not considered a member of the Works Committee  
18 because we had no voting power there, but we  
19 attended the Works Committee meetings.

20 MARK COOMBES: And was that attendance  
21 just for the sake of basically being in the loop  
22 and receiving more information about the  
23 project?

24 MONICA SECHIARI: Yes.

25 MARK COOMBES: And then in paragraph

1 (f):

2 "Prepare monthly reports to be  
3 submitted prior Works Committee  
4 meetings."

5 So there's also an obligation for the  
6 IC to produce information to be consumed by the  
7 parties?

8 MONICA SECHIARI: Yes. We would  
9 prepare a monthly independent certifier status  
10 report each month.

11 MARK COOMBES: And I will take you to  
12 that -- an example of one of those reports in a  
13 second so you can walk us through it.

14 But just for the sake of moving on  
15 through appendix A., paragraph (k), you already  
16 discussed.

17 So paragraph (k) deals with the civic  
18 works payment approvals, but also regards  
19 issuing certification of Substantial Completion  
20 Certificates, Milestone Completion Certificates,  
21 Revenue Availability Certificates, Final  
22 Completion Certificates.

23 So the independent certifier here, it  
24 seems under paragraphs (i) and (ii) of that  
25 subsection (k), has two options. The IC can

1 either issue the applicable certificate, or  
2 issue a report detailing matters that the  
3 independent certifier considers are required to  
4 be performed prior to issuing the applicable  
5 certificate. So can you just walk me through  
6 maybe what -- just at a very high level, what  
7 the process of issuing an actual certificate for  
8 one of these events is?

9 MONICA SECHIARI: Sure. It commences  
10 with ProjectCo issuing a 10-day advance notice  
11 that they're going to satisfy all the conditions  
12 for the issuance of whichever certificate it may  
13 be, then they issue a notice, say a substantial  
14 completion notice, or a revenue service  
15 availability notice, or a milestone acceptance  
16 notice, depending on the situation at hand.  
17 They would issue a notice which would -- which  
18 would confirm that their position is -- they've  
19 satisfied all the requirements and conditions  
20 for the issuance of the appropriate certificate.  
21 They would also have to conclude all their  
22 supporting documents to prove that they've  
23 satisfied those requirements.

24 And once they've done that it kicks  
25 off a -- the next steps of timing. Within five

1 business days the City has to provide the IC and  
2 ProjectCo with their opinion of whether the  
3 conditions have been met for the issuance of  
4 that certificate. And then we have another five  
5 business days, as the independent certifier, to  
6 consider both ProjectCo's application and the  
7 City's opinion. And we will then determine if  
8 the conditions have been met.

9 If we feel the conditions have been  
10 met we'll follow (k), item (i) and we will issue  
11 that certificate. And on this project we issue  
12 it with a mini report as well as a certificate.

13 If we feel they haven't met the  
14 conditions for the issuance of that certificate,  
15 conditions meaning the requirements in the PA,  
16 we will issue a report that details all the  
17 matters that still are outstanding, that would  
18 need to be completed prior to issuance of that  
19 certificate.

20 And it's the same process timewise,  
21 notificationwise for milestones, substantial  
22 completion, revenue service availability and  
23 final completion.

24 MARK COOMBES: So just to be sure,  
25 regardless of the type of certificate it's the

1 same process that gets followed? The ProjectCo  
2 initiates, the City comments, the IC considers?

3 MONICA SECHIARI: Correct.

4 MARK COOMBES: And are there  
5 circumstances, maybe it's a bit difficult to  
6 answer this question in a vacuum, but are there  
7 circumstances under which if both of the  
8 parties -- if ProjectCo says, This milestone has  
9 been achieved. The City says, We agree it's  
10 been achieved. Are there circumstances under  
11 which the IC would say, Well, it's the IC's view  
12 that this hasn't been achieved? Like, how tied  
13 is it to the evaluation of the parties?

14 MONICA SECHIARI: Not in my  
15 experience. I've never come across that  
16 situation. Generally, in my experience, the  
17 independent certifier works with both parties.  
18 It's not a process that each party works in  
19 isolation.

20 So if the ProjectCo feels they've  
21 satisfied everything, and the City confirms  
22 that, it would -- I couldn't imagine a situation  
23 that we would not also say that we also agree.

24 MARK COOMBES: So then would it be  
25 fair to say that the -- not that you are not

1 still performing the same level of due diligence  
2 or service in reviewing those documents, but  
3 really your -- the independence of your role,  
4 and your certification of certain things is more  
5 heightened when one of the -- when the City has  
6 said, No, ProjectCo, you haven't met those  
7 obligations?

8 MONICA SECHIARI: Yes. That is sort  
9 of a key critical role that we would perform as  
10 if the two parties are not agreeing, or are not  
11 aligned. We would make the final decision.

12 MARK COOMBES: And just to sort of  
13 test the -- to put the counterfactual on the  
14 record too. If ProjectCo says, We have achieved  
15 this milestone. The City says, Our opinion is  
16 that you haven't. I presume there are at least  
17 some situations where the independent certifier  
18 would say, Well, no, we do believe it has been  
19 met. So the City saying that it hasn't been is  
20 not the final conclusion?

21 MONICA SECHIARI: That's a  
22 possibility. And, again, our independence to  
23 look after the interests of both parties, that  
24 is a possibility. I've not experienced that  
25 particular situation but it doesn't mean it

1 can't happen.

2 MARK COOMBES: So to clarify again,  
3 just for the sake of the record, your sort of  
4 experience is that where the City has said, No,  
5 we don't believe this milestone, for example,  
6 has been achieved; it would be unusual for the  
7 independent certifier to come to the conclusion  
8 that it had. Is that fair to say?

9 MONICA SECHIARI: In my experience. I  
10 haven't seen that before, but it is a  
11 possibility. And that's why in my opinion as an  
12 independent certifier we have this role, because  
13 that could happen.

14 MARK COOMBES: And maybe you can just,  
15 if it's with specific reference to this project  
16 or just generally, walk me through what is the  
17 independent certifier's procedure for assessing  
18 what's been presented to it by ProjectCo and the  
19 City? Is it a review of documentation? Is it  
20 site visits? How does that work?

21 MONICA SECHIARI: It's a combination  
22 of field work, site visits, review of  
23 documentation. We start -- for a substantial  
24 completion or milestone on this particular --  
25 but substantial completion, to use as an

1 example, we would start at least a year out and  
2 work with ProjectCo and the City to develop,  
3 what are the requirements for substantial  
4 completion? Let's agree to that. What are the  
5 requirements in the PA? Let's make a checklist.  
6 Second step, let's agree what the deliverables  
7 are. If it's something that's verified in  
8 field; if it's a design submission; if it's a  
9 letter from the engineer of record. These are  
10 all examples I'm giving you. You know, we  
11 decide, what is the evidence or deliverable to  
12 satisfy that requirement?

13           And once we've established that we  
14 work together as a group and have meetings, in  
15 this particular case it was monthly, and then  
16 bimonthly and then it became weekly as you got  
17 closer to substantial.

18           So this isn't started when ProjectCo  
19 applies and issues their substantial completion  
20 notice. It's something -- how I conduct myself  
21 as the independent certifier is I want everybody  
22 to be aligned, agreed with what the expectations  
23 are.

24           So, you know, we set the goal posts  
25 quite in advance so when it comes time to



1 substantial completion there's -- everybody  
2 knows what they're doing, a lot of the review is  
3 already completed.

4 MARK COOMBES: I see. So I guess  
5 another way to put that is that your  
6 certifications are not performed in a vacuum.  
7 You don't start once they issue the notice,  
8 you've been involved all along?

9 MONICA SECHIARI: I view my role to  
10 assist the PA parties, both of them, to get to  
11 that point. Hence, I work with both of them  
12 jointly so that the City's comfortable with what  
13 the requirements are and the evidence is,  
14 ProjectCo agrees that, all three parties are  
15 aligned. So we have a goal to work towards and  
16 there's no surprises at the end, say. So that's  
17 the intention of the substantial completion  
18 process and meetings, and so on.

19 MARK COOMBES: And in your  
20 recollection -- it's no -- that sort of general  
21 process you're describing is the process that  
22 was followed in this project as well?

23 MONICA SECHIARI: It was followed on  
24 this project.

25 MARK COOMBES: Maybe I can take you

1 down to -- we'll come back to talk about  
2 substantial completion in a moment. But while  
3 we're on this document, talking about item (m).  
4 This is discussing the preparation of a minor  
5 deficiencies list.

6 Now, a "Minor Deficiencies" is  
7 capitalized so that's going to be a defined term in  
8 the Project Agreement. You would agree that  
9 it's a defined term in the agreement?

10 MONICA SECHIARI: Yes.

11 MARK COOMBES: So this agreement is  
12 entered into at the beginning of the project.  
13 So it's -- am I correct that it's sort of  
14 understood by everyone that there will be minor  
15 deficiencies, or that there could be? It's sort  
16 of contemplated at the outset?

17 MONICA SECHIARI: There can be minor  
18 deficiencies existing at substantial completion,  
19 or revenue service availability.

20 MARK COOMBES: Right. Now, the way  
21 this paragraph is worded, there could also be  
22 minor deficiencies in advance of milestones, is  
23 that correct?

24 MONICA SECHIARI: Correct.

25 MARK COOMBES: Are you -- do you have

1 any recollection as to whether there were any  
2 minor deficiencies prior to milestones in this  
3 project?

4 MONICA SECHIARI: There were always  
5 minor deficiencies related to milestones because  
6 it was a -- the project was a work in progress.  
7 And what we wanted to be assured of was the  
8 scope of works that needed to be completed for  
9 the milestones, there was only minor  
10 deficiencies associated with that.

11 So, yes, there would be minor  
12 deficiencies. Those current deficiency list  
13 would be reviewed at that time with the City,  
14 ProjectCo and myself. And we would agree that  
15 the milestone had been -- all the requirements  
16 had been achieved with minor deficiencies  
17 remaining, which were really part of the larger  
18 project minor deficiencies.

19 MARK COOMBES: And is there a time by  
20 which all minor deficiencies need to be  
21 rectified?

22 MONICA SECHIARI: There is. I don't  
23 have the clause in front of me. At substantial  
24 completion I believe -- I would be guessing but  
25 there's a time. I don't know whether it was 45

1 days or 60 days in this PA, I'm guessing at  
2 that, that all the minor deficiencies should be  
3 rectified, unless the City and ProjectCo have  
4 agreed to a different duration. So -- but  
5 that's when they should be -- clearly final  
6 completion still hasn't been achieved from -- it  
7 will be three years this August.

8 MARK COOMBES: So just to go back and  
9 touch on your final completion point. It's the  
10 case then, I take it, that all minor  
11 deficiencies have to be completed and rectified  
12 to the satisfaction of the parties prior to the  
13 issuance of the final completion certificate?

14 MONICA SECHIARI: Yes.

15 MARK COOMBES: That is a requirement  
16 for final completion?

17 MONICA SECHIARI: Yes.

18 MARK COOMBES: Could you just explain  
19 to me, who determines what a minor deficiencies  
20 is? So it's obviously defined, but any  
21 particular item, who makes the call as to  
22 whether that is a minor deficiencies within the  
23 meaning of the Project Agreement or not?

24 MONICA SECHIARI: So, again, there's a  
25 bit of a process with this. Ultimately the

1 independent certifier issues that minor  
2 deficiencies list. So we ultimately would, when  
3 we're issuing that list, be considering all the  
4 items on the list to be minor, but there is  
5 a process.

6 ProjectCo is the owner and maintainer  
7 of the deficiency list, as we progress towards  
8 substantial. There are many meetings held to  
9 review that list. ProjectCo would initially  
10 classify the deficiencies, possibly say safety,  
11 impactful deficiency, or an operationally  
12 impactful deficiency, both could not be  
13 considered minor, or it's just a minor  
14 deficiency. They would categorize the  
15 deficiencies initially.

16 And then with the City and myself we  
17 would have many minor deficiency review meetings  
18 and go through them. The City would be able to  
19 present their opinion, whether they felt they  
20 agreed with that category or not and a  
21 discussion would happen.

22 At the end of this project if there's  
23 a disagreement they would take it and even  
24 escalate it to a more senior level to see if  
25 they could come to a determination on the

1 category of that deficiency.

2 If they couldn't that's when we could  
3 give our opinion. Because ultimately the  
4 independent certifier, in order to issue the  
5 substantial completion certificate, I have to be  
6 assured that these are only minor deficiencies.

7 MARK COOMBES: So that's the case for  
8 both substantial completion and final completion  
9 then?

10 MONICA SECHIARI: Yes.

11 MARK COOMBES: And you said, just in  
12 your explanation there, "escalation to senior  
13 levels", you mean senior levels of the ProjectCo  
14 parties?

15 MONICA SECHIARI: Yes.

16 MARK COOMBES: And maybe this is the  
17 case -- similar to the case of issuing  
18 certificates, but if -- maybe you can just  
19 confirm for me "yes" or "no", but if both  
20 parties are of the opinion that a deficiency is  
21 a minor deficiency, is the IC ever going to be  
22 in a position to say, Well, no, we don't believe  
23 that's a minor deficiency. We think that is  
24 something more than a minor deficiency?

25 MONICA SECHIARI: In my experience,

1 and I believe on this project as well, I have  
2 questioned some deficiencies. Not having the  
3 day-to-day knowledge of each and every goings on  
4 and deficiencies, just say by the description it  
5 may appear to me, and I'll bring it up, Why do  
6 both parties feel this is minor? Because it  
7 appears to me that this could be a major  
8 deficiency. So there's a discussion that's had.  
9 So I have asked those questions because I have  
10 to do my own due diligence to make sure I'm  
11 comfortable with it.

12 But, generally speaking, when that  
13 happens the deficiency is more detailed to me  
14 and I understand why it's been classified as  
15 minor.

16 MARK COOMBES: I understand. And then  
17 is there a circumstance in which parties would  
18 say, These are major deficiencies, that the IC  
19 would say, Well, no that is not a major  
20 deficiency. Or is that -- because the parties  
21 have reached that conclusion the IC is sort of  
22 bound by --

23 MONICA SECHIARI: I would not disagree  
24 with that. Again, with the level of our  
25 involvement, in particular if ProjectCo and

1 their professionals of record are indicating  
2 this is major, they're the design builders.  
3 They're responsible for it, they've constructed  
4 it. So if they're identifying something as  
5 major I don't have that level of involvement to  
6 come and overrule that.

7 MARK COOMBES: I see, but in the case,  
8 at least to go back to minor deficiencies, it's  
9 possible that you would eventually reach a  
10 conclusion that a deficiency was not a minor  
11 deficiency even if the parties represented it as  
12 being minor?

13 MONICA SECHIARI: Sorry, can you  
14 repeat that?

15 MARK COOMBES: Sure. You said that if  
16 both parties are representing that it's a major  
17 deficiency you're not going to stay, No, it  
18 didn't isn't. You don't have that level of  
19 involvement. If both sides are saying it's a  
20 minor deficiency, are you ever going to overrule  
21 that and say, No, it is a major deficiency?

22 MONICA SECHIARI: Generally speaking I  
23 suppose I could but I haven't. I've questioned  
24 and asked for more information for it to be more  
25 fully explained. And in all instances it's --



1 I've come to agree that the classification is  
2 minor. The only reason I'm questioning it is  
3 possibly a lack of full understanding of what  
4 that deficiency was.

5 MARK COOMBES: So maybe it's the case  
6 that the parties need to describe that  
7 deficiency better on the minor deficiencies'  
8 list? Is that essentially what you're saying?

9 MONICA SECHIARI: Yes.

10 MARK COOMBES: And is that, again just  
11 for confirmation sake, that's your experience  
12 generally but also specifically with reference  
13 to this project?

14 MONICA SECHIARI: Yes.

15 MARK COOMBES: I'm going to move down  
16 to another section of the requirements in  
17 appendix A, and that is paragraph (u),  
18 validation of the trial running acceptance in  
19 accordance with schedule 14, commissioning to  
20 the project agreement. What does it mean in  
21 this case "validation"? What does that it mean  
22 to you when you read that word in this  
23 agreement?

24 MONICA SECHIARI: Validation in this  
25 instance would mean that we're signing off or

1 stating that the trial running has been  
2 successful and accepted by the parties, and the  
3 IC ultimately. We're validating that this trial  
4 running has occurred, been conducted and has  
5 been successful; acceptance.

6 MARK COOMBES: And does the  
7 independent certifier have any role in  
8 determining what criteria are met during trial  
9 running? Is that part of validation?

10 MONICA SECHIARI: No, we don't have  
11 any role in that. The criteria is set in the  
12 PA. So as long as that criteria is satisfied.  
13 If that criteria is modified it needs to be  
14 satisfied. But we don't have any role in  
15 setting that criteria or the different testing  
16 scenarios that should be conducted. That's not  
17 our role.

18 MARK COOMBES: And do you have an  
19 understanding of what the criteria in this  
20 Project Agreement were when it came to trial  
21 running?

22 MONICA SECHIARI: We did. There was a  
23 trial running plan that was issued, and revised,  
24 and submitted many times as -- and discussed  
25 with the City and myself. So that plan lays out

1 what the criteria is, what the different testing  
2 scenarios would be, what would qualify as a pass  
3 or a restart or a repeat day.

4 So that was all laid out in this plan,  
5 reviewed by the City, reviewed by us in the  
6 sense that we understood what that would mean.  
7 You know, not coming up or setting that criteria  
8 but understanding what would qualify for a pass  
9 or a success for the various scenarios.

10 So we would understand -- and also how  
11 the process -- how trial running was going to  
12 run; what the process was; how the days were  
13 going to look; where did we need to be, and so  
14 on.

15 And how -- you know, the assessment of  
16 each day's trial running, how that was going to  
17 happen. So we obviously developed a good  
18 understanding based on that plan.

19 MARK COOMBES: So you've commented  
20 that the plan and criteria evolved over time,  
21 that was your understanding on this project.  
22 Would you have been reviewing revisions to that  
23 plan if they were being presented to you? Do  
24 you recall that happening on this project.?

25 MONICA SECHIARI: As the independent

1 certifier we're not required to do any schedule  
2 10 reviews, official Project Agreement reviews  
3 or technical reviews. We would review the  
4 document internally.

5           And there were trial running meetings  
6 that were, prior to trial running for months,  
7 were used to discuss people's comments on the  
8 plan. So I would make my comments known at  
9 those meetings, generally they would surround if  
10 I saw that there was maybe something missing, or  
11 I needed clarification on a certain process or  
12 criteria. So it wasn't an official sense that  
13 we would issue a review, the City would do that  
14 with their review submittal review obligations.  
15 But that's how -- I made myself familiar with  
16 this plan so that we understood what the  
17 criteria was, what success meant, what  
18 acceptance, so we could ultimately validate it.

19           MARK COOMBES: So in that sense  
20 validating just means agreeing that those  
21 requirements that are set out in that procedure  
22 have been met?

23           MONICA SECHIARI: Yes, correct.

24           MARK COOMBES: But not validating in  
25 the sense of agreeing that the system is going

1 to work as intended, or that it was designed  
2 properly, or anything like that. You're  
3 strictly saying, yes, based on the information  
4 presented to the IC it appears that the system  
5 has either passed or not passed.

6 MONICA SECHIARI: Yes.

7 MARK COOMBES: And I'll take you to a  
8 document about trial running in a moment. But  
9 I'm going to bring down this document because I  
10 would like to move on and discuss another  
11 document that I will bring up shortly.

12 CHRISTINE MAINVILLE: Perhaps I can  
13 just ask in the meantime, you said initially you  
14 would certify whether the criteria of the  
15 Project Agreement were met. If that is then  
16 translated into a more detailed plan, such as  
17 for trial running or procedure, do you need to  
18 validate everything that's in the procedure? Or  
19 how does that relate to the requirements in the  
20 PA?

21 MONICA SECHIARI: So that's not a  
22 responsibility for the IC. As I say, we're not  
23 responsible for doing that kind of review, the  
24 schedule 10 review, which is just a City  
25 obligation to review these.

1           We would review the City's comments on  
2 that submittal. Is there anything that they  
3 find noncompliant with the PA? Is the plan  
4 rejected? Is it reviewed or reviewed as noted?  
5 We don't have a role to conduct that review on  
6 behalf of the PA parties.

7           CHRISTINE MAINVILLE: So, if I  
8 understand you correctly, you would not -- if we  
9 take trial running, you would not have  
10 ultimately looked to see whether the  
11 requirements -- in order to validate you would  
12 not have looked to see whether the requirements  
13 of the procedure were met, or you may have if  
14 you were told that it has to pass everything in  
15 this agreement to meet the PA requirement?

16           MONICA SECHIARI: Yeah. We didn't  
17 conduct our own independent review of the trial  
18 running plan, that wasn't a responsibility of  
19 ours.

20           We wanted to have a -- we wanted  
21 access to the review by the City of that plan,  
22 by all of their consultants and various people  
23 to understand that they -- their status of that  
24 plan was that it was compliant with the PA.

25           CHRISTINE MAINVILLE: Okay. I think

1 I'll let Mark go on because I think he'll go to  
2 trial running in more detail and maybe that will  
3 clarify my issue. Thank you.

4 MARK COOMBES: So I'm going to take  
5 you to another document now for you to comment  
6 on. I brought up a document here. Do you  
7 recognize in document?

8 MONICA SECHIARI: I do.

9 MARK COOMBES: And can you identify it  
10 for the record?

11 MONICA SECHIARI: It's the  
12 "Independent Certifier Certification Quality  
13 Plan".

14 MARK COOMBES: And that's document  
15 AGG0000050. And did you have a role in drafting  
16 this agreement?

17 MONICA SECHIARI: I did, along with  
18 Mehran Avini.

19 MARK COOMBES: And this is your  
20 signature on the first page of the agreement?

21 MONICA SECHIARI: Yes.

22 MARK COOMBES: There's just a few  
23 things I want to go through here. So, as I  
24 understand it, this plan is essentially saying,  
25 for the certification services that are provided

1 for in the independent certifier agreement, this  
2 is how we're going to carry out those services.  
3 Is that a fair explanation of this plan?

4 MONICA SECHIARI: Yes, that's the  
5 intention, the intent.

6 MARK COOMBES: And obviously this  
7 document is issued April 23, 2013, so right at  
8 the beginning of the project. So this is your  
9 view of what the Project Agreement requires you  
10 to do?

11 MONICA SECHIARI: Correct. Our view  
12 of how we're going to carry out this role at  
13 that time.

14 MARK COOMBES: And if I move to page 5  
15 of this agreement, or this plan, section 1.3 in  
16 the final paragraph:

17 "The Independent Certifier's role  
18 ends at the end of construction and  
19 upon issuance of the final completion  
20 certificate by the Independent  
21 Certifier. There is no IC role during  
22 the operations phase of the project."  
23 That is correct? You agree with that?

24 MONICA SECHIARI: Yes.

25 MARK COOMBES: Here the project is



1 currently in operation, so does it mean that you  
2 have no role assessing the operations? Is that  
3 what you're saying here?

4 MONICA SECHIARI: Yes.

5 MARK COOMBES: So even though the IC  
6 is involved in the project while it's in  
7 operation, you're still only performing  
8 certification services of the design and  
9 construction, is that correct?

10 MONICA SECHIARI: Yes.

11 MARK COOMBES: So no certification of  
12 the operational abilities of the system?

13 MONICA SECHIARI: Yes, no  
14 certification.

15 MARK COOMBES: No certification, okay.

16 And then if we move down to page 12 of  
17 this agreement, it's a little bit small, we can  
18 zoom in, in more detail. But this appears to  
19 break down each sort of section of appendix A of  
20 the IC Agreement and provides a certification  
21 requirement and then the activities. Is that  
22 correct?

23 MONICA SECHIARI: Yes.

24 MARK COOMBES: And I'm just going to  
25 move down again to look at the criteria that are

1 applied to item (u), so I'll zoom in here. So  
2 when it comes to -- paragraph (u), as you'll  
3 recall, details trial running, and that's set  
4 out verbatim from the IC Agreement:

5 "Validation of the trial running  
6 acceptance, in accordance with  
7 Schedule 14."

8 And then you have describe -- or the  
9 IC has described the IC activities associated  
10 as:

11 "The IC will review the specified  
12 travel times, headways and operational  
13 performance requirements can be  
14 achieved."

15 So, again, I appreciate that this is a  
16 prospective document in the sense of looking  
17 forward to what is going to happen during that  
18 phase. To me this has a -- a prospective rather  
19 than retrospect review. Would you agree to  
20 that? It says "can be" achieved rather than  
21 "have been" achieved?

22 MONICA SECHIARI: Yes. I think --  
23 but -- I think the intent of that sentence was  
24 to mean that during trial running, and there's  
25 just a few examples there of the different

1 scenarios or criteria, being travel time and  
2 headways, that it can be achieved, trial running  
3 proving that this can be achieved. The intent  
4 of trial running is to prove that those  
5 requirements can be achieved. I think that's  
6 what that was supposed to mean.

7 MARK COOMBES: Thank you for the  
8 explanation, I think that clarifies my question.

9 Now, when it comes to specified travel  
10 times and headways and operational performance,  
11 again, the IC is not involved in specifying what  
12 those are supposed to be to meet the  
13 requirements of the Project Agreement?

14 MONICA SECHIARI: We are not involved  
15 in specifying the travel times, headways or what  
16 the various operational performance requirements  
17 are.

18 MARK COOMBES: So, again, just to  
19 clarify the IC's role during trial running, is  
20 to look at the specifications of what those  
21 things are, look at the performance and  
22 determine if the performance meets those  
23 specified requirements? In other words, there's  
24 a check mark to say, Yes, what has happened  
25 satisfies what has been specified?

1                   MONICA SECHIARI: Yes, but it's not  
2 the IC doing that independently and solely on  
3 their own. It's ProjectCo, it's the trial  
4 running team, which is -- which consisted of  
5 ProjectCo, OLRTC, RTM, the service provider,  
6 OC Transpo, the City, so we weren't certifying  
7 this on our own.

8                   We ultimately issued a validation but  
9 it was -- it was, it wasn't just the independent  
10 certifier signing off that all of those  
11 requirements had been achieved.

12                   MARK COOMBES: And maybe this is an  
13 appropriate time for me to take you to a  
14 document that might explain that a little bit  
15 better.

16                   I'm going to pull up another document  
17 here and ask if you recognize it. Give me a  
18 moment. I'm going to pull this document up on  
19 the screen. Do you recognize this document?

20                   MONICA SECHIARI: Yes.

21                   MARK COOMBES: Can you describe this  
22 document for the record?

23                   MONICA SECHIARI: This is a Validation  
24 of Trial Running Acceptance Letter from the IC  
25 to the City and RTG.

1                   MARK COOMBES: For the record, it is  
2 document COW270758.

3                   Now, just a couple of comments I want  
4 to make on the first page and ask you some  
5 questions about this letter. So this document  
6 is signed by Kyle Campbell on your behalf?

7                   MONICA SECHIARI: Yes.

8                   MARK COOMBES: Could you describe what  
9 your specific involvement was in trial running?

10                  MONICA SECHIARI: I was involved in  
11 trial running prior to trial running actually  
12 commencing. I was out of the country during the  
13 trial running period.

14                  So Kyle, representing Altus, witnessed  
15 the trial running on a daily basis and signed  
16 off on the scorecard, reviewed the results, and  
17 so on. He would be the more appropriate person  
18 to talk about what happened on a daily basis  
19 during trial running.

20                  MARK COOMBES: Would you have any  
21 involvement in those reviews, like, behind the  
22 scenes at Altus or you were not involved at this  
23 point?

24                  MONICA SECHIARI: I was not involved.  
25 I was out of the country in South Africa, so I

1 was not involved and did not have access or  
2 communication.

3 MARK COOMBES: So, in other words, you  
4 wouldn't be able to speak to anything that  
5 happened on any given day during trial running,  
6 even if I reviewed the scorecards with you?

7 MONICA SECHIARI: I would not be able  
8 to.

9 MARK COOMBES: One comment I want to  
10 ask you a question about in the -- in this  
11 preamble that's presented in this letter, it  
12 says in the -- at the last sentence of the first  
13 paragraph -- sorry, second -- start at the  
14 second-last sentence:

15 "The trial running results were  
16 reviewed by the TRRT [...]."

17 Which I understand is the trial  
18 running review team. Is that your understanding  
19 to too as to what "TRRT" means?

20 MONICA SECHIARI: Yes.

21 MARK COOMBES: And:

22 "[...] on a daily basis with the  
23 preparation of the trial running  
24 scorecard and the results agreed and  
25 signed off by the members of the TRRT.

1           The independent certifier would make a  
2           final decision on the result of the  
3           day and determine whether the day was  
4           a pass, repeat or restart, in  
5           accordance with the criteria in the  
6           trial running test procedure."

7           I'm going to ask you a similar  
8           question to what I asked with respect to issuing  
9           of certificates. If the trial running review  
10          team is presenting to you that work, or the  
11          independent certifier that the results of the  
12          day are a pass, is the independent certifier in  
13          a position to say it was not a pass?

14                 MONICA SECHIARI: We have access to  
15          the -- again, I wasn't there. My understand is  
16          that the access to the results of that day's  
17          test were made available. It was reviewed as a  
18          group with the IC, the entire team there. So we  
19          had access to review the results.

20                 The review wasn't done independently,  
21          separately by the different members of the team,  
22          it was done together. The IC has the -- the  
23          independent certifier would make the final  
24          decision on the results, and that's in schedule  
25          14 of the PA.

1 I think that again is more if the  
2 parties disagree we would have to sit with the  
3 group, find out the position of both parties,  
4 why one agrees, why one doesn't agree, why  
5 there's a difference? And then make a final  
6 determination.

7 MARK COOMBES: And this second  
8 paragraph says:

9 "Based on the attached trial  
10 running scorecard for 12 consecutive  
11 days with the result of pass, this  
12 letter shall serve as validation of  
13 the trial running acceptance."

14 Just again to be absolutely clear,  
15 just because the IC is signing off and saying,  
16 You've passed trial running acceptance, that  
17 offers no commentary on the performance ability  
18 of the systems, of how reliable it might be once  
19 it goes into service. It's strictly a  
20 commentary on the scorecards demonstrate that  
21 the criteria that the parties agree needs to be  
22 met have been met?

23 MONICA SECHIARI: Yes.

24 MARK COOMBES: So there's no value  
25 judgment on those criteria by the IC?



1 MONICA SECHIARI: No.

2 MARK COOMBES: Christine, did you have  
3 further comments on the trial running procedure?

4 CHRISTINE MAINVILLE: Are you done  
5 with trial running entirely?

6 MARK COOMBES: I am, yes.

7 CHRISTINE MAINVILLE: Do you have an  
8 understanding of the criteria changing during  
9 the trial running period?

10 MONICA SECHIARI: I wasn't there when  
11 that -- those decisions were made. I understood  
12 from Kyle there were some changes, but I was not  
13 there.

14 CHRISTINE MAINVILLE: So just in terms  
15 of what the process would be for that, if the  
16 parties agree to a change is the IC simply a  
17 recipient of that and wouldn't have input one  
18 way or another?

19 MONICA SECHIARI: The IC would have  
20 only been the recipient of it. We have no power  
21 or ability to make any changes in the PA,  
22 whether it be trial running criteria or any --  
23 amending the PA in any form. So we would just  
24 be the receiver of what the PA parties decided.

25 They would ensure -- any change in the

1 PA they will ensure the independent certifier is  
2 aware of what that change is so we can then  
3 understand what the new criteria was.

4 CHRISTINE MAINVILLE: And this is the  
5 point I was trying to clarify earlier. Again  
6 you said "we would be notified of any changes to  
7 the PA." And I'm just trying to understand how  
8 the PA requirements tie in to the trial running  
9 procedure and the changes to -- so they may not  
10 have changed the actual requirements in the PA,  
11 but only the procedure effectively interpreted  
12 those requirements?

13 MONICA SECHIARI: The criteria is, as  
14 far as I recall, is defined in the PA, in the  
15 technical specs, to the best of my recollection.

16 The criteria they need to achieve a  
17 pass, whether it be for something with the  
18 stations, or maintenance service, or systems  
19 like the CCTV system, or the headways, travel  
20 time requirements, that, as far as I recall, is  
21 set in the PA.

22 CHRISTINE MAINVILLE: Okay, that's  
23 your recollection. And so your understanding is  
24 that if there was a change it was a change to  
25 the PA, but --

1 MONICA SECHIARI: Yes.

2 CHRISTINE MAINVILLE: And if that -- I  
3 don't mean to be going into hypotheticals but  
4 I'm just trying to understand process.

5 If the criteria in the PA are simply  
6 12 days of trial running, and a bit more vague,  
7 and the parties have devised a procedure that  
8 could be interpreted different ways, to what  
9 extent would the IC be required to approve that  
10 the criteria in the procedure are met as opposed  
11 to the Project Agreement?

12 MONICA SECHIARI: I'm not sure I fully  
13 understand what you're asking.

14 CHRISTINE MAINVILLE: Let me phrase it  
15 this way, if a requirement in the Project  
16 Agreement is somewhat ambiguous, or not  
17 detailed, would the IC get the party's agreement  
18 on how they interpret that and what the criteria  
19 is that would flow from it? Like what the  
20 requirements are to meet the ultimate  
21 requirement in the PA?

22 REBECCA CURCIO: Maybe I can jump in  
23 and try to clarify your question. What I think  
24 you're asking is, if there is something that is  
25 unclear in the PA and each party then, the City

1 or ProjectCo, provides you with their  
2 interpretation of what this criteria requires,  
3 does Altus then adjudicate each -- or evaluate,  
4 maybe is a better word, each party's opinion on  
5 what that requirement is and come out with a  
6 final determination of what that criteria  
7 actually is? Is that what you're after?

8 CHRISTINE MAINVILLE: Let's start with  
9 that. That's part of it.

10 MONICA SECHIARI: So I'll speak to  
11 process because we're speaking in hypotheticals  
12 here. And whether it's a trial running, or a  
13 design requirement, if something is unclear in  
14 the PA, the process would be as a result of,  
15 say, the City's review. This is unclear. There  
16 would be a disagreement between the parties.  
17 And the process, if they can't come to an  
18 agreement between themselves to clarify that  
19 vagueness, they would go down the road of  
20 dispute resolution and issue a Notice of  
21 Dispute.

22 The IC can have a role in that, if it  
23 comes to us. There's various steps in schedule  
24 27. So it could eventually reach the IC after  
25 they start with -- go through the first couple

1 of steps. And we could be asked to make a  
2 determination on, you know, the vagueness of the  
3 PA and who's correct, whose position is correct,  
4 or what we know of in good industry practice, or  
5 engaging a subject matter expert to come to a  
6 reasonable answer.

7 So there's -- that would be the kind  
8 of process if there's vagueness in the PA on  
9 requirements. We're not automatically -- it  
10 doesn't automatically come to the IC to  
11 determine that, that's not our regular role,  
12 it's just through the dispute process.

13 CHRISTINE MAINVILLE: It has to go  
14 through the dispute process?

15 MONICA SECHIARI: Correct.

16 CHRISTINE MAINVILLE: And did that  
17 happen in this case, to your knowledge, on the  
18 trial running or otherwise?

19 MONICA SECHIARI: No, not to my  
20 knowledge. It didn't come to me or the IC. And  
21 I don't recall seeing a Notice of Dispute. I  
22 don't recall.

23 CHRISTINE MAINVILLE: And then the  
24 second part of it is, if the parties do agree  
25 that the PA should have some ambiguous provision in

1 the PA should be interpreted in such-and-such a  
2 way, you would simply determine whether the  
3 such-and-such a way is met? How they've defined  
4 it is met?

5 MONICA SECHIARI: We would ensure that  
6 the amended requirements or criteria were met.  
7 That we were making our judgment based on the  
8 agreed amendments.

9 CHRISTINE MAINVILLE: And if the  
10 parties agreed to expand the requirements, so,  
11 yes, the PA only says this but we have agreed  
12 that those additional requirements should be  
13 met. Would the ICs evaluation or  
14 certification be limited to only what -- the  
15 part of those requirements that are -- that are  
16 needed -- that need to be met in order for the  
17 PA requirement to be met? Or could it also be  
18 evaluating the -- anything beyond that that the  
19 parties have agreed to?

20 MONICA SECHIARI: If the PA parties  
21 agree to change, expand, delete, requirements,  
22 and they both agree that becomes a change. So  
23 it -- in our assessment the previous  
24 requirements and the original PA are no longer  
25 valid, it's these new requirements.

1           But, again, that has to be what both  
2 PA parties agree. And sometimes they have  
3 different avenues to do that, whether it's a  
4 variation confirmation, or it's an amendment, or  
5 it's through an RFI.

6           But, yeah, the previous requirements  
7 are no longer valid for -- in my opinion I look  
8 at now what are the new requirements? And they  
9 may be more extensive or they may be not as  
10 extensive.

11           CHRISTINE MAINVILLE: But that's just  
12 if there's a formal change to the PA?

13           MONICA SECHIARI: One party can't make  
14 changes to the criteria on their own.

15           CHRISTINE MAINVILLE: No, my question  
16 was more about expanding them.

17           MONICA SECHIARI: If both PA parties  
18 agree that's a new requirement.

19           CHRISTINE MAINVILLE: Okay. Thank  
20 you. Go ahead, Mark.

21           MARK COOMBES: And just to put a final  
22 point on that, so if both parties agree on the  
23 expanded requirement your role then shifts to  
24 determining whether those new requirements are  
25 met?

1 MONICA SECHIARI: Yes.

2 MARK COOMBES: But offering no value  
3 judgment as the reason for that change or  
4 whether that's going to improve the results of  
5 the test, anything to that effect?

6 MONICA SECHIARI: We don't have any  
7 opinion or input on those decisions.

8 MARK COOMBES: So this actually might  
9 be a reasonable time to take our break.

10 REBECCA CURCIO: Can I interject  
11 quickly before we do? I think there was one  
12 question, if it's an appropriate time for me to  
13 interject, that you didn't get a direct answer  
14 to.

15 Mark, I think you asked, if the TRRT  
16 presents the IC, they're both in agreement that  
17 the results of the day are a pass, is the IC in  
18 a position to say that the day is not a pass?

19 MONICA SECHIARI: Is that a question  
20 for me?

21 REBECCA CURCIO: Yes. I don't know  
22 that you answered that correctly. I just want  
23 it to be clear on the record that if both PA  
24 parties come to you and they're in agreement  
25 that the results of the trial running day are a



1 pass.

2 MONICA SECHIARI: We have the right to  
3 make the final decision. So we -- the answer  
4 would be, yes. I'm not aware that it happened  
5 in this case, but we would have the right. This  
6 is hypothetically speaking.

7 REBECCA CURCIO: Okay.

8 CHRISTINE MAINVILLE: The IC doesn't  
9 provide input or an opinion, effectively, on the  
10 criteria, but would your input ever be sought?  
11 Outside of the dispute resolution process would  
12 the parties occasionally seek input just to  
13 assist in their discussions?

14 MONICA SECHIARI: They didn't. They  
15 could. It would be outside of our certification  
16 services so they could issue us with a  
17 Certification Services Variation to provide that  
18 kind of review or opinion. I'm not aware that  
19 they requested us to do that.

20 CHRISTINE MAINVILLE: Okay, thank you.

21 -- RECESSED AT 2:17 P.M. --

22 -- RESUMED AT 2:33 P.M. --

23 MARK COOMBES: I would like to pick up  
24 and maybe ask you some more routine questions  
25 just about the sort of the independent

1 certifier's role throughout the course of the  
2 project. And I'm going to pull up a document  
3 for you to identify for us. So would you  
4 recognize this document?

5 MONICA SECHIARI: Yes.

6 MARK COOMBES: And could you just  
7 identify it for the record please?

8 MONICA SECHIARI: It's the independent  
9 certifier's monthly updated status report for up  
10 to March 31st, 2013, the first report.

11 MARK COOMBES: And I'm going to  
12 identify that document by its number,  
13 COM0001532.

14 Now, am I correct that these are the  
15 monthly status reports that the IC Agreement  
16 refers to you issuing?

17 MONICA SECHIARI: Yes.

18 MARK COOMBES: And what's the purpose,  
19 broadly speaking, of this report?

20 MONICA SECHIARI: Broadly speaking  
21 it's for the independent certifier to provide  
22 their independent opinion on the status of the  
23 project.

24 MARK COOMBES: And who is the intended  
25 audience for this report?

1                   MONICA SECHIARI: Both the City of  
2 Ottawa and ProjectCo, both PA parties.

3                   MARK COOMBES: And I'm just going to  
4 go through a few sections. So I understand, and  
5 maybe you can confirm, that this document -- or  
6 a monthly status report was issued during each  
7 month of the project up to a certain point?

8                   MONICA SECHIARI: Yes.

9                   MARK COOMBES: And what documentation,  
10 or other information are you reviewing, or the  
11 independent certifier team reviewing in order to  
12 produce this report?

13                  MONICA SECHIARI: So we have access to  
14 project documentation by E-builder, which is  
15 their file sharing site. In general, it would  
16 be the monthly works report issued by ProjectCo,  
17 monthly updated schedules issued by ProjectCo,  
18 monthly updated quality reports issued by  
19 ProjectCo, City reviews of submissions, design  
20 submission. It just depended on the timing in  
21 the project and what was happening.

22                  Also used to prepare this report, the  
23 independent certifier would conduct a monthly  
24 site visit, when appropriate, obviously not  
25 until construction had started. But we would

1 visit the site, visit the areas that were under  
2 construction and we would take photographs and  
3 provide commentary in this report on what we  
4 observed as construction progress, that we saw  
5 during our site visit.

6 MARK COOMBES: I'm just going to go  
7 to -- one section that appears in this report on  
8 page 3 of this particular report is "Issues".

9 And so what is the purpose of this  
10 "Issues" section? It says in here:

11 "As at March 31st, 2013 [...]"

12 So that's this sort of first report:

13 "[...] the PA parties have not  
14 indicated any specific issues that  
15 would impact the milestone dates,  
16 substantial completion date, revenue  
17 availability date, final completion  
18 date and [...]."

19 So what is the point of this "Issues"  
20 section?

21 MONICA SECHIARI: The point of the  
22 "Issues" section, which is at the front of our  
23 report, is to highlight and easily identify  
24 material issues that we believe would impact  
25 either the various completion dates, or the

1 performance of the work, say quality of the  
2 works. Just to draw it to people's attention  
3 that if you read a report the issues are  
4 identified there. If you only wanted to read  
5 the first page it would clearly identify  
6 material concerns that we had.

7 We would obviously discuss these  
8 concerns elsewhere in the report in the  
9 appropriate section of our report. But it's an  
10 area where we like to clearly highlight to the  
11 PA parties, this is where we have concerns.

12 MARK COOMBES: And are those issues  
13 that you're raising here based on issues that  
14 are being presented to you by the project  
15 parties, or issues just that you're observing in  
16 your review of documents? How does that process  
17 work?

18 MONICA SECHIARI: It can be both.

19 MARK COOMBES: So it could be that  
20 ProjectCo or the City has raised an issue to you  
21 so you're putting it out there so it's  
22 documented and all parties are aware of it?

23 MONICA SECHIARI: Correct. And also  
24 could be issues that we observed maybe through  
25 our monthly site visit, or other concerns we see

1 in the documentation.

2 MARK COOMBES: And those would be  
3 just, again so I'm completely clear, these would  
4 be concerns based on your -- I don't know how to  
5 put it, the end of the IC's work? So concerns  
6 about things like scheduling, requirements being  
7 met, but not necessarily, or maybe not at all,  
8 concerns about quality or performance standards  
9 of work being done, unless those had been  
10 specifically raised to you by the parties?

11 MONICA SECHIARI: Yeah. It -- this  
12 section would identify material issues. Not  
13 every issue but material issues that we felt had  
14 a critical impact on the achievement of  
15 substantial completion, on the schedule, on the  
16 achievement of those dates on time, if they're  
17 falling behind on schedule.

18 And it can also be the performance of  
19 works, which would go into quality. There's a  
20 monthly quality report we had access to. We'd  
21 have access to deficiencies or NCRs, which are  
22 nonconformance reports.

23 And, based on our experience, and  
24 looking at those various logs and documentation,  
25 if something, based on my experience, jumped out

1 at me that I thought was a critical quality  
2 issue, we would mention it here.

3 MARK COOMBES: But just to be clear  
4 though, that's not any independent quality  
5 assessment being performed by the IC, that's  
6 strictly based on your documentary review of  
7 what was available?

8 MONICA SECHIARI: Correct.

9 MARK COOMBES: So, in other words, if  
10 there was a quality issue with something you had  
11 reviewed that wasn't called out in a report you  
12 wouldn't be in a position to independently say,  
13 Hey, there's a problem with this. It's strictly  
14 based on your review of existing documentation?

15 MONICA SECHIARI: Strictly based on  
16 our review of existing documentation. We do not  
17 conduct our own testing and inspections in that  
18 form that you're speaking to.

19 MARK COOMBES: And I just want to go  
20 down to -- so certifications and letters of  
21 assurance. So this speaks, I suppose, to one of  
22 the IC's roles, which is to certify completion  
23 of certain things. There's a table here that  
24 provides for milestones.

25 Now this is an early report. This is

1 the first report that's issued. So this  
2 commentary at this point is just pointing out  
3 the milestone completion dates are those that  
4 were targeted in the Project Agreement?

5 MONICA SECHIARI: Yes.

6 MARK COOMBES: And perhaps I can have  
7 you comment on this section. It says,  
8 Contribution Agreement Status: Federal-Canada,  
9 Provincial-Ontario, Contribution Agreements, and  
10 this is on page 9 of this report. It says:

11 "In addition to the milestone  
12 payments outlined in schedule 19, the  
13 IC will review and certify the  
14 determination of eligible costs under  
15 the Contribution Agreements, as per  
16 appendix A of schedule 6 of the  
17 Appended Certifier Agreements."

18 So did you have a role with respect to  
19 the funding contributors as well?

20 MONICA SECHIARI: Yes. We were named,  
21 through the Independent Certifier Agreement, as  
22 also the independent engineer in the  
23 Contribution Agreements. That role basically  
24 was a follow-on to the independent certifier  
25 role as it related to milestones and milestone



1 payments.

2 With the PA we would certify that a  
3 particular milestone was achieved, we would  
4 issue a certificate to that effect.

5 Had a similar process to substantial  
6 completion where we -- ProjectCo issues a  
7 notice, an application, the City provides their  
8 opinion, and then we determine whether the  
9 conditions have met for that certificate.

10 Once that's done that triggers a  
11 payment from the City to ProjectCo, and that's  
12 all set out in schedule 19, what those amounts  
13 are, and so on. We wouldn't have anything to do  
14 in determining how much the payment would be.

15 And then once that's done the -- we  
16 would provide to the contribution parties, both  
17 federal and provincial, confirmation that they  
18 had achieved those milestone certificates and  
19 that the costs were all eligible, as pursuant to  
20 the Contribution Agreement. So, in other words,  
21 the cost being what the City paid to the  
22 ProjectCo.

23 So this would then trigger the City to  
24 receive the funding or contributions that are  
25 laid out in those federal and provincial

1 Contribution Agreements.

2 MARK COOMBES: I understand. So if  
3 you are -- just so I'm clear, if you're  
4 certifying that a milestone has been achieved,  
5 it's likely the case that you're going to turn  
6 around and certify, from the City's side,  
7 between it and its funding contributor, that it  
8 should also receive that funding? There's no  
9 misalignment of those certifications?

10 MONICA SECHIARI: There's no  
11 misalignment of the milestone payments, it  
12 mirrors what's in the Project Agreement. And  
13 it's only for myself to confirm the City has  
14 made that payment, they've incurred those costs  
15 and certifying that to the contribution parties.

16 MARK COOMBES: I understand. You've  
17 mentioned the milestone payments so maybe I'll  
18 go back and ask you some questions about  
19 milestone payments now.

20 You indicated that the Project  
21 Agreement provides for a certain amount of  
22 payments for once a milestone has been  
23 certified, is that correct?

24 MONICA SECHIARI: Correct.

25 MARK COOMBES: Did the IC have any

1 role in -- you said there was no sort of -- the  
2 IC didn't determine what those payments should  
3 be, they were already set out in the agreement.  
4 Was there any kind of determination being made  
5 as to what those payments were for or related to  
6 in terms of scope of work?

7 MONICA SECHIARI: Sorry, can you  
8 repeat that?

9 MARK COOMBES: I suppose what I'm  
10 getting at is, do you have a view, or were you  
11 involved in determining whether those payments  
12 reflected what was going on on the ground? Or  
13 they were just strictly what was set out in the  
14 Project Agreement as to, this payment was to be  
15 delivered at this time regardless of what any  
16 costs or scope of work being achieved was?

17 MONICA SECHIARI: Thank you, that's  
18 more clear.

19 Yeah, it was set out in the Project  
20 Agreement, the criteria for achieving each  
21 milestone and the payment that achieving that  
22 milestone criteria would trigger.

23 So those payment amounts were set in  
24 the PA before we were engaged. It would have  
25 been set by ProjectCo and the City, they would

1 have made that agreement. That is set in stone  
2 and, unless there's a change to it, we don't  
3 have any opinion in whether the payment -- how  
4 the payment related to the value of the scope of  
5 works, that wasn't our role.

6 MARK COOMBES: Maybe I can ask you  
7 this, the process you've already described for  
8 us in sort of -- for you to issue a milestone  
9 acceptance certificate the ProjectCo issues  
10 their notice, the City has its opinion, the IC  
11 considers it.

12 Did you ever get the sense that there  
13 was any pressure on ProjectCo here to be -- to  
14 get payments under certain milestones?

15 MONICA SECHIARI: Pressure from? I  
16 don't quite understand.

17 MARK COOMBES: Did you get the sense  
18 that there was any urgency to ProjectCo seeking  
19 milestone payments? Or was it the case that if  
20 ProjectCo was issuing their notice that a  
21 milestone had been achieved it was going to be  
22 achieved, it was -- like there was no sort of  
23 urgency to that?

24 REBECCA CURCIO: I was lost. I was  
25 out for the past maybe minute.

1                   MARK COOMBES: Okay. So I'll just  
2 back up and repeat my question here. Maybe,  
3 Rebecca, you can indicate what the last think  
4 you heard was?

5                   REBECCA CURCIO: Monica was speaking  
6 about that the IC did not provide an opinion as  
7 to whether the payment related to the scope of  
8 work that was being completed.

9                   MARK COOMBES: Okay. So then  
10 following that answer I asked the question,  
11 coming back to these milestone payments, the  
12 milestone payments associated with any milestone  
13 were likely significant. So was there ever --  
14 did the IC perceive there to be any pressure or  
15 urgency to ProjectCo seeking a milestone  
16 certification? Given that the consequences of  
17 obtaining the certification was a significant  
18 payment of funds to ProjectCo.

19                   MONICA SECHIARI: As the IC I can't  
20 really comment on ProjectCo's position or  
21 feelings that they had urgency to receive a  
22 payment. That would be a question for them.

23                   As far as, you know, my role in this  
24 was that, they can only issue their milestone  
25 notice or application once they've achieved the

1 criteria for the milestone, which is all scope.  
2 It's not a financial achievement, so it's all  
3 scope of works completed, design and  
4 construction works.

5 So, no, I can't comment on their  
6 financial urgency. I wouldn't have insight into  
7 that.

8 The milestone dates did vary depending  
9 on the schedule. But they wouldn't achieve the  
10 milestone certificate if they hadn't met the  
11 criteria.

12 MARK COOMBES: And so then, I think  
13 based on your answer to this question, I know  
14 your answer to this one but I'm going to ask it  
15 anyway, which is, as the timeline moves along,  
16 you know, is it your recollection that milestone  
17 dates started to become delayed?

18 MONICA SECHIARI: Yes.

19 MARK COOMBES: And the result of that  
20 delay was that ProjectCo would be delayed in  
21 receiving payment for that milestone?

22 MONICA SECHIARI: Yes.

23 MARK COOMBES: So you don't have any  
24 recollection or perception that ProjectCo was  
25 under increasing pressure to achieve milestones

1 or get these payments in order to get the  
2 associated sum of money that was triggered by  
3 the achievement of a milestone? That was not  
4 your perception?

5 MONICA SECHIARI: That was not my  
6 perception and I wasn't part of any discussion  
7 of such. I can't say that that didn't exist but  
8 not to my knowledge.

9 MARK COOMBES: So, in other words, you  
10 weren't involved in the meetings, or this wasn't  
11 brought up at Works Committee meetings about  
12 financial pressures that ProjectCo may have been  
13 feeling?

14 MONICA SECHIARI: Not that I recall,  
15 no.

16 MARK COOMBES: So from your  
17 perspective then, as far as these milestones and  
18 any sort of slippage to the schedule that might  
19 have been occurring, from your perspective it  
20 was just strictly a question of requirements  
21 being met and not any other kind of motivations  
22 by the parties to achieve these milestones?

23 MONICA SECHIARI: So, again, my role  
24 is just to certify that the scope or criteria  
25 was met. I'm not saying that there wasn't

1 urgency, or wasn't an impact on ProjectCo  
2 because the milestone being delayed would of  
3 course delay when they anticipated getting paid  
4 for that milestone. I just can't comment on  
5 that.

6 That could be something that was  
7 discussed but it wasn't part of my assessment,  
8 or it never factored into whether I was going to  
9 be able to issue that certificate.

10 MARK COOMBES: You will recall the  
11 sinkhole event that occurred during the project?

12 MONICA SECHIARI: Yes.

13 MARK COOMBES: And you will likely  
14 recall the impact that that had on the schedule?

15 MONICA SECHIARI: Yes.

16 MARK COOMBES: Do you have any  
17 understanding or experience of the  
18 characterization of that event, either from the  
19 ProjectCo's perspective or the City's  
20 perspective?

21 MONICA SECHIARI: "Characterization"  
22 meaning?

23 MARK COOMBES: Like, in other words,  
24 whether or not ProjectCo would eventually take  
25 the position that that was a delay event under



1 the terms of the Project Agreement?

2 MONICA SECHIARI: I believe they --  
3 I'm very sure, I don't have it in front of me  
4 but they issued a Notice of Delay event and  
5 relief event for that occurrence.

6 MARK COOMBES: And do you have any  
7 recollection as to when they might have taken  
8 that position in relation to when the sinkhole  
9 occurred? Like, was that right away that they  
10 considered that a delay event? Was it at a  
11 later point in time?

12 MONICA SECHIARI: To the best of my  
13 recollection I believe it was -- it was quite  
14 soon after -- the way delay events, and notices  
15 of delay events there's a process in the PA  
16 that's laid out, that they need to notify, as  
17 soon as they're aware, that something might be a  
18 delay event. And there's a process that's  
19 followed once the impact of that event is more  
20 well-known. You know, ProjectCo has an  
21 obligation to provide details of that, schedule  
22 impacts, cost impacts and so on. So I believe  
23 they notified fairly quickly.

24 I do know that the delay event and  
25 that sort of issue for the sink heel was under

1 discussion and debate between the parties, and  
2 eventually did fall under a dispute resolution  
3 process.

4 MARK COOMBES: Do you have any  
5 recollection, or were you involved at all in any  
6 discussion about penalties that ProjectCo might  
7 have incurred had it not met certain dates or  
8 timelines set out in the Project Agreement?

9 MONICA SECHIARI: I wasn't involved in  
10 those discussions. To the best of my  
11 recollections the PA does lay out some  
12 liquidated damages of sorts; penalties for not  
13 achieving, I believe, revenue service  
14 availability. I can't quite recall but the  
15 Project Agreement would lay that out.

16 And the independent certifier wouldn't  
17 have any role in imposing those penalties or  
18 determining whether they're to be imposed.  
19 Unless, again, there is a disagreement between  
20 the PA parties and they went down the route of a  
21 Dispute Notice, and the dispute resolution  
22 process.

23 MARK COOMBES: And do you have any  
24 recollection as to whether that dispute process  
25 was followed with respect to any events in this

1 Project Agreement -- in this project?

2 MONICA SECHIARI: Yeah, there  
3 wasn't -- in August of 2018 there was several  
4 Notices of Dispute issued, I believe, and one of  
5 them was for the sinkhole event. And they did  
6 follow the schedule 27 process, with eventually  
7 the dispute being referred to the independent  
8 certifier for determination.

9 MARK COOMBES: Part of why I'm asking  
10 you these questions is to -- just wanting to be  
11 crystal clear on what the IC's involvement sort  
12 of with the financial aspects of this project  
13 are.

14 So would it fair to summarize your --  
15 sort of the answers you've given us that, the IC  
16 did not have a role in determining what  
17 financial consequences were of either meeting or  
18 not meeting a milestone?

19 MONICA SECHIARI: Not involvement.

20 MARK COOMBES: So obviously the sums  
21 of money that were payable on achievement of a  
22 milestone were set out in the Project Agreement  
23 before the IC came on board?

24 MONICA SECHIARI: Correct.

25 MARK COOMBES: The IC had no role in

1 determining whether that sum of money associated  
2 with the milestone reflected scope of work, or  
3 work achieved, or money expended by ProjectCo at  
4 that point?

5 MONICA SECHIARI: No role.

6 MARK COOMBES: And you also had no  
7 role in determining whether penalties in the  
8 contract were applied to the ProjectCo?

9 MONICA SECHIARI: No role.

10 MARK COOMBES: Including liquidated  
11 damages?

12 MONICA SECHIARI: No role.

13 MARK COOMBES: I'd like to ask you  
14 just a little bit about your view of the  
15 relationship between ProjectCo and the City in  
16 this project.

17 You've been involved in a number of  
18 different rail projects. Your CV sets out that  
19 you've been in that role in a number of  
20 different projects with a number of different  
21 procurement models.

22 Do you have a view as to whether the  
23 procurement model set out in this project was  
24 well followed by the parties or well adhered to  
25 by the parties?

1                   MONICA SECHIARI: Yes. I think I  
2 would say yes.

3                   Again, we didn't set out the sort of  
4 Project Agreement requirements, how the  
5 procurement proceeded, but it wasn't anything  
6 that I would say in my experience, you know, was  
7 extraordinarily different than what I've seen on  
8 other projects. There was changes but that's  
9 very common.

10                  MARK COOMBES: And did you get the  
11 sense, in reviewing let's say when ProjectCo  
12 would apply for either a milestone or  
13 substantial completion, that the City was being  
14 particularly strict with contractual  
15 requirements, or whether there was any sort of  
16 heightened sense of holding them to the letter  
17 of the contract?

18                  MONICA SECHIARI: I think with all the  
19 certifications, milestone or substantial  
20 completion, I mean, there's a -- the City held  
21 them to the requirements of the Project  
22 Agreement; wanted to be assured that they had  
23 achieved those requirements, to the extent that  
24 all of these things can have minor deficiencies  
25 associated with.

1                   So, you know, it's not a perfect  
2 scenario. Not all requirements are met  
3 100 percent perfectly. Because the PA does  
4 allow for minor deficiencies to exist with any  
5 of those requirements.

6                   MARK COOMBES: And do you have a sense  
7 as to whether or not there was any dispute over  
8 what minor deficiencies would go on that list,  
9 or was the City being particularly strict about  
10 what it was and wasn't viewing as a minor  
11 deficiency, to your recollection?

12                   MONICA SECHIARI: My recollection of  
13 the minor deficiency process, whether it be at a  
14 milestone or substantial completion, was a good  
15 one.

16                   I personally found that generally we  
17 were aligned. In particular, if a deficiency  
18 was considered to be nonminor, that it didn't  
19 qualify as a minor deficiency, there wasn't, to  
20 me, an overabundance of disagreement between the  
21 parties.

22                   It was a joint process and, generally,  
23 the items that couldn't be considered minor were  
24 identified early, and ProjectCo would then know  
25 they had to rectify those in order to achieve

1 things. So I didn't feel anybody was being  
2 overstrict on setting that. I found that that  
3 process was -- worked well.

4 MARK COOMBES: And you were -- you, or  
5 members of your team, I suppose, were in  
6 meetings, monthly works meetings and other  
7 meetings with the City and ProjectCo. Do you  
8 have a perception of what the relationship was  
9 like between ProjectCo and the City as the  
10 project went on?

11 MONICA SECHIARI: Yeah. I mean, I'm  
12 not in a position to say how either party felt  
13 towards each other, or how each other was  
14 conducting themselves.

15 In my experience, in doing this  
16 independent certifier role with various  
17 different parties with different projects, I  
18 found, for the most part, I actually thought  
19 that the two PA parties got along quite well.  
20 They worked in a very co-operative manner.

21 I mean, this is a partnership at the  
22 end of the day. So I was pleasantly surprised  
23 to see that. Of course with every role, very  
24 typical, relations can get strained closer to  
25 the end, but it's not necessarily directly due

1 to either party's behaviour.

2 It's very busy at the end and  
3 everybody wants to make sure that the  
4 requirements are met and that the system is  
5 going to run as intended and it be a successful  
6 project at the end of the day.

7 MARK COOMBES: I think I might take  
8 you to another document at this point.

9 MONICA SECHIARI: Sure.

10 MARK COOMBES: So, as I understand it,  
11 this report sets out the independent certifier's  
12 view of why substantial completion had not been  
13 met at this point, is that correct?

14 MONICA SECHIARI: Yes, that's correct.

15 MARK COOMBES: Do you need to review  
16 this document at all before I ask you more  
17 questions on it, or do you have a fairly good  
18 recollection of it?

19 MONICA SECHIARI: It was a few years  
20 ago but I think we're good to just continue.

21 REBECCA CURCIO: You can always pause  
22 if there's a specific section you need to  
23 review, Monica.

24 CHRISTINE MAINVILLE: Could we just  
25 identify the number? And it's 2019, I just



1 wanted to be clear.

2 MONICA SECHIARI: 2019, yes.

3 MARK COOMBES: So this document number  
4 is AGG0000137.

5 So if we recall, your evidence earlier  
6 was that the approach to achieving a milestone,  
7 or substantial completion didn't just sort of  
8 start at the issuing of the notice by ProjectCo.  
9 That sort of there would be a lot of work that  
10 went on maybe even up to a year beforehand, is  
11 what you said. Working with the parties  
12 determining what the requirements were going to  
13 be, determining what the expectations were going  
14 to be, making checklists, things like that. You  
15 remember giving that answer to me earlier?

16 MONICA SECHIARI: Yes.

17 MARK COOMBES: So now in this report  
18 it indicates that ProjectCo issued this notice,  
19 the Notice of Substantial Completion?

20 MONICA SECHIARI: Yes.

21 MARK COOMBES: And if we just go  
22 through the report, I mean, it's quite a lengthy  
23 report. If we go to page 4:

24 "The following matters are  
25 required to be performed by ProjectCo

1 to satisfy the conditions for the  
2 issuance of the substantial completion  
3 certificate. Are included, but not  
4 limited to, the matters listed below  
5 and these items cannot be considered  
6 minor deficiencies as defined in the  
7 Project Agreement."

8 And then I'm going to count them.

9 There are seven, with a number of sub items --  
10 fifteen. Would ProjectCo have been aware  
11 that -- I mean, you can't speak to what's in  
12 their mind, but would all of these deficiencies  
13 have been brought to their attention prior to  
14 them issuing this notice?

15 MONICA SECHIARI: Yes, this wouldn't  
16 have been a surprise to them.

17 MARK COOMBES: Do you have an  
18 understanding of why, notwithstanding the fact  
19 that they were aware that all these things were  
20 not minor deficiencies, or would not have let  
21 them get substantial completion, that they would  
22 nevertheless have issued a substantial  
23 completion notice?

24 MONICA SECHIARI: I mean, they would  
25 really have to provide that reasoning.

1 I'm not sure why they did, because in  
2 our meeting leading up to this these were all  
3 requirements or items that were discussed but  
4 not done. Perhaps ProjectCo's view was that  
5 these could be considered minor in nature.

6 But I was very clear, for instance, on  
7 occupancy permits there were a number of  
8 conditions. Some occupiers permits not even  
9 available. In our meeting leading up to that, I  
10 think their position, telling me, We're going to  
11 have them soon, or the conditions aren't minor,  
12 or could be considered minor. So there's maybe  
13 a difference of opinion.

14 You'd have to ask them why they  
15 decided to apply, because there were clearly a  
16 number of outstanding conditions that had not  
17 been met for the IC to issue the certificate.

18 MARK COOMBES: Right, and we will put  
19 those questions to them.

20 But as far as your recollection goes,  
21 you don't have a sense of why, notwithstanding  
22 all these deficiencies existed, they would have  
23 provided this notice?

24 MONICA SECHIARI: I can't say why.

25 MARK COOMBES: So I'll take this

1 document down. And I'm going to bring up  
2 another document and ask you if you recognize  
3 this document?

4 MONICA SECHIARI: I do. It's the  
5 independent certifier's report on substantial  
6 completion number 2.

7 MARK COOMBES: And this is document  
8 AGG0000294. And this document is issued on  
9 July 27, 2019, is that correct?

10 MONICA SECHIARI: Correct.

11 MARK COOMBES: And do you recall what  
12 the outcome of this report was?

13 MONICA SECHIARI: The outcome of this  
14 report was -- our determination that the  
15 conditions had been met for substantial  
16 completion. And as part of this report we  
17 issued the Substantial Completion Certificate.

18 MARK COOMBES: And so there were a  
19 number of items that were outstanding in the  
20 previous substantial completion report. And so  
21 would it have been your view, at this point,  
22 that all of those issues had been resolved?

23 MONICA SECHIARI: No.

24 MARK COOMBES: So can you then explain  
25 why if all of the issues hadn't been resolved

1 why, nevertheless, the IC was of the view that  
2 the project was substantially complete?

3 MONICA SECHIARI: Because the City had  
4 issued a Substantial Completion Agreement, that  
5 was executed with both parties. But the City  
6 used their right under the PA to waive those as  
7 requirements for substantial completion, and  
8 that they could be considered minor  
9 deficiencies?

10 MARK COOMBES: So let me ask you this,  
11 at the time a few months prior the City was of  
12 the view that, I would assume and you can  
13 correct me if I'm wrong, that those were not  
14 minor deficiencies and could not be waived. And  
15 so, therefore, you know, that informed the IC's  
16 position that substantial completion had not  
17 been achieved, is that correct?

18 MONICA SECHIARI: That's correct.  
19 When you say that they were under the impression  
20 that they could not be waived, the section 26.4,  
21 because I can see it in my report, they can  
22 waive any requirement.

23 MARK COOMBES: Let me rephrase my  
24 question then. At the time the previous  
25 substantial completion notice was issued, the

1 City was of the view that they were not minor  
2 deficiencies?

3 MONICA SECHIARI: Correct, and did not  
4 waive any requirements at that time.

5 MARK COOMBES: Do you have a sense as  
6 to why only a few months later they became of  
7 the view that they could be minor deficiencies?

8 MONICA SECHIARI: Again, I can't speak  
9 to the City's decision-making on waiving these  
10 requirements, some of these requirements. That  
11 would have to be -- they would have to explain  
12 that themselves, what their thinking process.  
13 We weren't consulted in that process. We were  
14 only advised once the items had been waived.

15 I believe in a City opinion if I  
16 remember correctly, speaks to that there was a  
17 lot of work done in between May and July, and  
18 possibly that some of these deficiencies in May,  
19 that couldn't be considered minor, there had  
20 been progress on them. So what they were  
21 waiving was not quite the full issue from May  
22 but what was still needed to be done.

23 But, again, that's my sense, that the  
24 progress ProjectCo had made in those months,  
25 whether it be commissioning or the occupancy

1 permits or on the vehicles, and so on, that they  
2 were more comfortable to waive these  
3 requirements at that time, but, again, that's my  
4 speculation only.

5 I was advised of the Substantial  
6 Completion Agreement, and it was explained to me  
7 as to what was waived and what was no longer a  
8 requirement. So as we spoke before, when  
9 something is not a requirement any more it's not  
10 up for my consideration, it's just for myself to  
11 make sure it's included on the minor  
12 deficiencies list.

13 MARK COOMBES: So it would be fair to  
14 say that this is one of the examples that I  
15 brought up earlier where ProjectCo says  
16 something is the case, for example, substantial  
17 completion is achieved, the City disagrees and  
18 the IC says, Yes, we're looking at this and we  
19 agree it is not achieved. And then later  
20 ProjectCo says it had been achieved, the City  
21 agrees, and the IC says, Well, in light of that  
22 agreement we also agree that substantial  
23 completion has been achieved?

24 MONICA SECHIARI: Correct. If that  
25 Substantial Completion Agreement hadn't been in

1 place, and those requirements hadn't been  
2 waived, I can't speak to the City, but one would  
3 assume the City opinion would have been, no,  
4 it's not been achieved, and so would have ours.  
5 So that Substantial Completion Agreement changed  
6 the requirements for substantial completion.

7 MARK COOMBES: And then again, just to  
8 confirm, from the IC's perspective, the IC is  
9 not taking any position on whether or not any  
10 individual item in the Substantial Completion  
11 Agreement that you're referring to should or  
12 shot not have been there?

13 MONICA SECHIARI: We are not taking  
14 that position and having an opinion on that.  
15 They are now the new requirements, or they are  
16 no longer requirements, the items that are  
17 waived. So we can't -- we don't have a basis to  
18 not issue the certificate because they've been  
19 waived, they're no longer requirements.

20 REBECCA CURCIO: And just to remind,  
21 Ms. Sechiari, it's not your job to speculate  
22 here. We'll just stick to the facts and what  
23 you know to be most helpful to the Commission.

24 MONICA SECHIARI: Thank you.

25 MARK COOMBES: Yes, absolutely. And



1 when I'm asking you, for example, if you have  
2 any insight as to why the City would have done  
3 something, I'm not asking you to speculate on  
4 what those motives might have been. I'm asking  
5 you if you had any information presented to you  
6 at the time as to why they may have been taking  
7 that position?

8 MONICA SECHIARI: No.

9 MARK COOMBES: Just for the sake of  
10 the record I'm going to pull up another  
11 document.

12 CHRISTINE MAINVILLE: Can I just  
13 follow up on one last point here?

14 MARK COOMBES: Sure.

15 CHRISTINE MAINVILLE: When you say  
16 that some of the requirements were waived, my  
17 understanding of your evidence is that they were  
18 waived and characterized as a minor deficiency  
19 even though they were not. Is that an accurate  
20 understanding?

21 MONICA SECHIARI: Yes. There's a  
22 clause in section 26.4 that states that they can  
23 waive any requirement. It's not that they don't  
24 ever have to achieve those requirements, but  
25 they're waived for the purposes of substantial

1 completion and then considered a minor  
2 deficiency, so it's goes on the minor  
3 deficiencies. This isn't requirement that are  
4 now never going to be completed, they just don't  
5 need to be completed for substantial completion.

6 CHRISTINE MAINVILLE: And so am I  
7 right that some items on the minor deficiencies  
8 list, ultimately then, may not have been minor  
9 deficiencies but you had no say on those ones  
10 that were waived?

11 MONICA SECHIARI: Correct.

12 CHRISTINE MAINVILLE: And is there a  
13 clear list here of what those --

14 REBECCA CURCIO: It might just be  
15 worth clarifying this. Once the deficiencies  
16 are recharacterized as a minor deficiency, for  
17 the purpose of the IC they are considered a  
18 minor deficiencies.

19 CHRISTINE MAINVILLE: Correct, but the  
20 IC does not endorse that necessarily? Provides  
21 no opinion?

22 REBECCA CURCIO: It's between the  
23 other two parties, that's right.

24 CHRISTINE MAINVILLE: But  
25 qualitatively you don't provide input as to

1 whether it's minor or not?

2 MONICA SECHIARI: No.

3 CHRISTINE MAINVILLE: So, in fact, it  
4 could be major, in your opinion, but you no  
5 longer have a say, and it's on the minor  
6 deficiencies list?

7 MONICA SECHIARI: It's been waived by  
8 the City, and that's under their sole  
9 discretion, they have that right under the PA.

10 CHRISTINE MAINVILLE: Are you able to  
11 provide an opinion as to some that were waived  
12 that you don't consider to be minor?

13 MONICA SECHIARI: No, I wouldn't  
14 recall the specifics, no.

15 MARK COOMBES: But just to put a fine  
16 point on that question, that wouldn't have  
17 entered into your considerations at that point  
18 because you weren't being asked by anyone to  
19 determine whether or not a minor deficiency was,  
20 in fact, a major deficiency or not?

21 MONICA SECHIARI: At it relates to the  
22 waived items you mean?

23 MARK COOMBES: Correct?

24 MONICA SECHIARI: Yes. We were not  
25 asked our opinion on any waived items, whether

1 they should be waived or not waive. We were not  
2 -- we did not weigh in on that and didn't have  
3 insight into those decisions.

4 MARK COOMBES: Could you have been  
5 asked? Could you have been asked, under the  
6 terms of the IC Agreement, whether -- to provide  
7 an opinion?

8 MONICA SECHIARI: Again, that would be  
9 outside of our certification services, but it  
10 could have been done with a certification  
11 services variation. Like, an additional task to  
12 our role. And depending on what they were  
13 asking us we may need to engage subject matter  
14 experts, and so on, but they could through that  
15 avenue.

16 MARK COOMBES: But again, just to put  
17 a fine point on it, for the purposes of issuing  
18 the Substantial Completion Certificate the City  
19 was now taking the position, after the  
20 Substantial Completion Agreement, that these  
21 were minor deficiencies and so, for your  
22 purposes, they were minor deficiencies  
23 regardless of whether in actual fact --  
24 regardless of what those deficiencies were?

25 MONICA SECHIARI: Correct.

1                   MARK COOMBES: And I'm going to pull  
2 up one more document, just for the sake of  
3 completeness here, and you can tell me if you've  
4 seen it or not. Can you why identify this  
5 document? Have you seen it before?

6                   MONICA SECHIARI: Yes. It's a  
7 Substantial Completion Agreement that was  
8 executed by both PA parties.

9                   MARK COOMBES: And would you have seen  
10 this agreement at the time it was executed?

11                   MONICA SECHIARI: Yes.

12                   MARK COOMBES: Would you have seen it  
13 before it was executed?

14                   MONICA SECHIARI: I would have seen a  
15 draft, yes.

16                   MARK COOMBES: And I'm -- just while I  
17 remember to do this, I'm going to identify the  
18 document, it's AGG0000332.

19                   So you would have seen a draft of it.  
20 Was it the case that this was the product of,  
21 for lack of a better way of putting it,  
22 negotiation between the City and ProjectCo?

23                   MONICA SECHIARI: Sorry, can you  
24 repeat that again?

25                   MARK COOMBES: So you saw this

1 agreement in draft. Who would have provided  
2 that draft to you?

3 MONICA SECHIARI: It was in  
4 discussions leading up to the second substantial  
5 completion notice. And I believe -- but now  
6 looking at the date of execution, July 26th, it  
7 was executed at the date of substantial  
8 completion. So it would have been shared after  
9 they issued their notice.

10 This would have been in discussion --  
11 they would have shared with me more in  
12 particulars, not necessarily the contractual  
13 part, although I recall seeing a draft of this.  
14 It was the actual appendices, like what  
15 deficiencies were waived. Which deficiencies or  
16 requirements we're waiving.

17 And that would have been sort of even  
18 a product of our meetings. This list of items  
19 of incomplete or deficient work are categorized  
20 as nonminor. So, you know, these are the show  
21 stoppers or substantial.

22 So I would have been aware of these  
23 drafts into contents, scope of works, what was  
24 being waved. Because if they would have showed  
25 this to me on July 26 for the first time it

1 would have taken several days to get a  
2 comprehending, an understanding. When this was  
3 executed I had been shared drafts, I had an  
4 understanding of what had changed, what were no  
5 longer requirements.

6 MARK COOMBES: So you knew it was  
7 coming, in other words?

8 MONICA SECHIARI: I knew it was  
9 coming.

10 MARK COOMBES: And that informed your  
11 evaluation of the second Notice of Substantial  
12 Completion?

13 MONICA SECHIARI: Correct.

14 MARK COOMBES: Do you know  
15 approximately what time -- the first substantial  
16 completion decision is in April, this is in  
17 July. Do you know approximately the timeline in  
18 between those two dates, by which the City and  
19 the ProjectCo had come to or were starting to  
20 come to this agreement? When did you catch wind  
21 of this?

22 MONICA SECHIARI: I really don't  
23 recall. I really don't recall.

24 MARK COOMBES: Let me ask you in a  
25 roundabout way then, approximately how long

1 would it take you to evaluate a Notice of  
2 Substantial Completion?

3 MONICA SECHIARI: In this particular  
4 project, you know, we have the 10 business days  
5 from the notice, five business days to the City  
6 gives their opinion and another five business  
7 days to assess the City's opinion.

8 So we have 10 business days, but the  
9 process we used in this project is, the majority  
10 of requirements were reviewed prior to even a  
11 notice being issued. So it was that the last  
12 few requirements still needed to be satisfied.

13 So you need quiet a long time to  
14 review all the requirement for substantial  
15 completion, but the final notice we need 10  
16 business days.

17 MARK COOMBES: So I guess my reason  
18 for asking you that is, if most of it is  
19 reviewed before the notice is made, this would  
20 have been in discussions well prior to the date  
21 that substantial completion was actually  
22 certified?

23 MONICA SECHIARI: Yes, correct.

24 MARK COOMBES: And probably well in  
25 advance of the notice date?



1 MONICA SECHIARI: I don't know whether  
2 I can speak to well in advance, but prior to.

3 MARK COOMBES: You don't have a  
4 specific recollection of when this might have  
5 been on the table?

6 MONICA SECHIARI: I don't recall.

7 MARK COOMBES: I'm going to take this  
8 document down and take you to another document.  
9 So this is another document I have put up on the  
10 screen for you. Do you recognize this document?

11 MONICA SECHIARI: I do. It's the  
12 independent certifier report on revenue service  
13 availability and it was issued August 31st,  
14 2019.

15 MARK COOMBES: And this document is  
16 AGG0000129.

17 And do you recall what the outcome --  
18 what did this report say?

19 MONICA SECHIARI: This report  
20 confirmed that the requirements for the issuance  
21 of the Revenue Service Availability Certificate  
22 had been met. And we would have included that  
23 revenue service availability certificate as an  
24 appendices to this report.

25 MARK COOMBES: And it is in fact the

1 case that there could still be minor  
2 deficiencies existing at the time of revenue  
3 service availability certification?

4 MONICA SECHIARI: Yes.

5 MARK COOMBES: And do you recall, was  
6 the minor deficiencies list a part of this  
7 report or was it separate from this report?

8 MONICA SECHIARI: Can you go back to  
9 the page you were on? The third bullet point  
10 there -- yeah, this is what I thought.

11 We issued the minor deficiency list  
12 with the Substantial Completion Certificate on  
13 May 31st, so there wasn't an additional minor  
14 deficiencies list issued with revenue service  
15 availability.

16 MARK COOMBES: So this bullet point  
17 says:

18 "All items of defects,  
19 deficiencies and items of outstanding  
20 work categorized as pre-RSA, as  
21 detailed in the minor deficiencies  
22 list, issued by the independent  
23 certifier on July 31, are to be  
24 completed in accordance with the PA,  
25 prior to RSA."

1                   So would it have been the case that  
2 any of those pre-RSA minor deficiencies were in  
3 fact completed at the time of you issuing this  
4 certification?

5                   MONICA SECHIARI: There were still  
6 pre-RSA deficiencies that had not been completed  
7 at this time.

8                   MARK COOMBES: And would those have  
9 been identified in the "Term Sheet" entered into  
10 between the City and ProjectCo?

11                  MONICA SECHIARI: Correct.

12                  MARK COOMBES: And, in fact, the term  
13 sheet is an appendix to this report?

14                  MONICA SECHIARI: It is, yes. It was  
15 provided to me similar to the substantial  
16 completion agreement.

17                  MARK COOMBES: In advance of them  
18 issuing a Notice of Revenue Service  
19 Availability?

20                  MONICA SECHIARI: I don't think it was  
21 provided in advance of them issuing their  
22 notice. I believe it came with the City's  
23 opinion. I could be mistaken but I believe it  
24 was included with the city's opinion. So five  
25 business days after the RSA notice.

1           MARK COOMBES: I'm going to go down to  
2 the term sheet.

3           MONICA SECHIARI: Yes.

4           MARK COOMBES: And, again, this term  
5 sheet is dates as of August the 30th, 2019. And  
6 revenue services availability certification is  
7 dated as of August 31st. So, again, as you've  
8 said, maybe this wasn't finally executed by the  
9 parties until a day before revenue service  
10 certification, but these would have been in the  
11 discussions with the IC prior to the execution  
12 of the agreement?

13           MONICA SECHIARI: Correct. Similar to  
14 the process with the Substantial Completion  
15 Agreement drafts, understanding of what items --  
16 or what the changes were to the requirements to  
17 revenue service availability, that would have  
18 been shared and discussed with me leading up to  
19 this final execution on August 30th.

20           But if this hadn't been executed on  
21 August 30th our answer would have been, no, that  
22 revenue service availability hadn't been  
23 achieved, because if it hadn't been executed the  
24 requirements wouldn't have changed.

25           MARK COOMBES: And so just like with

1 substantial completion, you're only in a  
2 position to assess what the requirements are.  
3 And if the parties, through this term sheet, are  
4 telling you that the requirements have been  
5 waived you don't have any sort of reason to say,  
6 Well, we can't -- we're not going to issue  
7 revenue service availability certification.

8 MONICA SECHIARI: Correct.

9 MARK COOMBES: Do you -- again I'm  
10 going to ask you the same question that I asked  
11 you with the substantial completion notice, but  
12 do you have a sense as to why some items that  
13 had been characterized as, pre-RSA, minor  
14 deficiencies were now being waived for the  
15 purposes of revenue service availability?

16 MONICA SECHIARI: I don't have an  
17 opinion on that. I really wasn't involved or  
18 had insight into why they were making these  
19 decision.

20 Again, it was a few weeks after  
21 substantial. It would be pure speculation on my  
22 part to understand why -- the contents of this  
23 term sheet.

24 MARK COOMBES: And I'm not asking you  
25 to speculate. I'm asking, you don't have any

1 understanding, it wasn't shared with you, you  
2 weren't in any meetings where any particular  
3 reason for these items being put on to a term  
4 sheet was discussed?

5 MONICA SECHIARI: No. Other than from  
6 my point of view, and in my role if this term  
7 sheet hadn't been issued, as I said before, RSA  
8 --the conditions may not have been achieved for  
9 the issuance of that certificate.

10 MARK COOMBES: So you have no  
11 understanding of why the City might have taken  
12 the position at the time of substantial  
13 completion that certain items were pre-RSA items  
14 but were now taking the position that they need  
15 not be completed in advance of RSA?

16 MONICA SECHIARI: No.

17 MARK COOMBES: Christine, do you have  
18 any questions on the term sheet?

19 CHRISTINE MAINVILLE: No, thank you.

20 MARK COOMBES: Ms. Curcio, do you have  
21 any follow-up questions for Ms. Sechiari?

22 REBECCA CURCIO: No, I don't.

23 I do want to be sure that the evidence  
24 with respect to the minor deficiencies was  
25 clear. It was not the decision of Altus in

1 terms of what was considered or removed on that  
2 sheet. So in terms of whether something was a  
3 major deficiency or not was not really within  
4 the scope of their opinion at that point. It  
5 was between the PA parties to decide as to  
6 whether something was moved off, or moved on to  
7 the minor deficiencies list, regardless of  
8 Altus' opinion with respect to that. Is that  
9 correct, Monica?

10 MONICA SECHIARI: That's correct.

11 CHRISTINE MAINVILLE: I do have a  
12 question on the minor deficiencies though. Am I  
13 right that things were added to the minor  
14 deficiencies list after substantial completion?

15 MONICA SECHIARI: Not on the official  
16 minor deficiency list. I don't recall that I  
17 ever issued another minor deficiency list, to  
18 the best of my recollection.

19 But with any project, you know, if  
20 deficiencies appear in the days following  
21 substantial completion, ProjectCo is still  
22 carrying on with their responsibilities and  
23 their quality control, quality assurance  
24 program. So deficiencies, as they become  
25 identified, could be added to the list.

1           To the best of everybody's ability,  
2 and including ours, we hope that list is a full  
3 list of what we're aware of. But there could  
4 have been -- I don't recall that -- I never  
5 issued another minor deficiency list. I don't  
6 recall that.

7           CHRISTINE MAINVILLE: It's possible  
8 that the parties used it themselves, perhaps  
9 built on it for their own -- as a running list  
10 of things to be done?

11           MONICA SECHIARI: Sure. As a part of  
12 getting to the next step of final completion you  
13 know, there's deficiencies that may be added,  
14 hopefully not too many, and then deficiencies  
15 are closed off, and so on. So it's an  
16 ever-evolving process.

17           But the official minor deficiency list  
18 was issued by myself with the substantial  
19 completion certificate, and I do not recall  
20 amending that or providing an update.

21           MARK COOMBES: So just to clarify then  
22 on that minor deficiency list. The minor  
23 deficiencies list, as it exists at today's date,  
24 from your perspective, is the same one you  
25 issued at substantial completion?



1           MONICA SECHIARI: Yes, because it's a  
2 list that I issued. I haven't changed it.

3           MARK COOMBES: And so if all those  
4 minor deficiencies need to be completed for the  
5 Final Completion Certificate to be issued,  
6 really it sounds like the next time you're going  
7 to evaluate the minor deficiencies list is when  
8 you receive a Notice of Final Completion, or if  
9 the parties asked you to evaluate it prior to  
10 that?

11           MONICA SECHIARI: Yes, correct.

12           MARK COOMBES: And at that time if  
13 items had been completed, or fallen off the  
14 list, or been added to the list that you would  
15 assess at that time.

16           MONICA SECHIARI: Yes. We would get  
17 an application from ProjectCo indicating that  
18 all items are closed and rectified, whether they  
19 have been added on since substantial or not.  
20 And the City would confirm, in their opinion,  
21 their opinion on whether those minor  
22 deficiencies have been closed, and then we would  
23 make our consideration. There is -- the minor  
24 deficiencies have to be completed by final.

25           MARK COOMBES: And just as a sort of

1 final point on that, do the parties, not in an  
2 official capacity, but do they keep you in the  
3 loop, I guess is the way to say it, about those  
4 items? About where things are at in the  
5 project?

6 MONICA SECHIARI: Yeah. They do  
7 circulate -- it comes from OLRT that is sort of  
8 circulated to a bigger group, I want to say it's  
9 once a month. I believe that's the frequency.

10 There is an Excel spreadsheet that is  
11 sent out by OLRT with an update on the current  
12 minor deficiency list. But there's no  
13 assessment by the City, or opinion from the City  
14 or the IC. We're not meeting on it. It just  
15 gives me an indication of what's been closed off  
16 or their progress towards final.

17 MARK COOMBES: And so I suppose that  
18 would help you plan also when final completion  
19 may be approaching because you see the items  
20 dropping off the list?

21 MONICA SECHIARI: Yes. And I do so,  
22 ever so many months, communicate with the City  
23 and ProjectCo just to say, How are we looking  
24 towards final completion? Just a casual note.  
25 So I haven't got any indication that it's the --

1 that they're intending to apply at this stage.

2 MARK COOMBES: And do you have a few  
3 as to the time lapse between revenue service  
4 availability and final completion that's taken  
5 place in this project? Is this usual? Is it  
6 unusual that it's a number of years have passed?

7 MONICA SECHIARI: In my experience  
8 this is becoming unusual, this amount of time.

9 In my experience generally Project  
10 Agreements have the final completion date, no  
11 matter what the asset type is, as sort of  
12 anywhere from three months to six months after  
13 substantial.

14 I will point out that I've -- out of  
15 the 27 projects I've done only one has achieved  
16 final completion on time. So it's not usual for  
17 final completion to be delayed. You know, the  
18 projects are operating, and so on, the work is  
19 completed. So it's not unusual for it to be  
20 late. I would say now this is becoming unusual,  
21 this length of time.

22 MARK COOMBES: The lapse of time  
23 between substantial completion and final  
24 completion?

25 MONICA SECHIARI: Yeah.

1           MARK COOMBES: And you're being kept  
2 in the loop on these deficiencies. Do you have  
3 a sense of what is holding it up?

4           MONICA SECHIARI: Not really. We  
5 haven't had a meeting on it so it's hard for me  
6 to determine just by getting this list. It's  
7 not readily apparent to me. I'd have to do more  
8 investigation to be able to provide you an  
9 opinion on that.

10           MARK COOMBES: Sure. And if we could  
11 just take a 10,000 foot view of this project,  
12 notwithstanding the fact that you've just said  
13 that the lapse between substantial completion  
14 and final completion is becoming unusual, what  
15 is your -- you've been sort of a participant in  
16 a number of these projects. What is your view  
17 of how this project, particular project worked  
18 overall, from the standpoint of being an  
19 independent certifier. I'm not asking you to  
20 opine on how it worked generally, but from the  
21 view of an independent certifier how did this  
22 project go?

23           MONICA SECHIARI: From my view, and of  
24 course I only have the opinion up until revenue  
25 service from when the PA was executed -- so

1 basically the design and construction period of  
2 course. I thought this project went quite well.  
3 I thought that the PA parties had a good working  
4 relationship. I generally felt that PA was  
5 followed.

6 You know, every project has its  
7 challenges. I didn't feel that this project had  
8 an extraordinary amount of challenges compared  
9 to other projects I've been on.

10 MARK COOMBES: One of the  
11 Commissioner's mandates is to make  
12 recommendations for future projects, to avoid  
13 some of the sort of problems that this project  
14 faced. Would you have any, again, suggestions  
15 from an independent certifier perspective, from  
16 what you might have seen, that could be improved  
17 in another project?

18 MONICA SECHIARI: Again, our  
19 involvement was during the design and  
20 construction period. We really don't have any  
21 insight into some of the issues that have  
22 happened in the years after that. So I'm not  
23 sure I would be in position to make  
24 recommendations on that to avoid what happened,  
25 because I don't have insight to the causation or

1 the occurrences, and so on.

2 As far as independent certifier role  
3 and our services and responsibilities and  
4 obligations, it was pretty standard and it -- as  
5 far as the independent certifier role, I don't  
6 think I would make too many changes.

7 MARK COOMBES: Okay. Ms. Curcio, do  
8 you have any clean-up questions?

9 CHRISTINE MAINVILLE: I have a few.  
10 It might be fair.

11 Do you have a view as to what the  
12 primary causes of delay were on the project?

13 MONICA SECHIARI: There were a lot of  
14 different causes. I suppose the sinkhole. Just  
15 in general projects, construction projects  
16 experience delays. With all best intentions the  
17 initial schedule is made, but depending on  
18 circumstances and events that transpire. There  
19 was a lot of delays and general resequencing of  
20 works, and so on.

21 CHRISTINE MAINVILLE: In terms of the  
22 sinker hole I know you said there was a Notice  
23 of Delay Event and relief event, but were you  
24 hearing anything different from the ProjectCo  
25 about whether they believed that they could make

1 up the delay that was caused by the sinkhole?  
2 And whether that evolved over time?

3 MONICA SECHIARI: I can't say that the  
4 delay that was experienced, say, to the  
5 achievement of substantial completion was solely  
6 due to the sinkhole. There was a lot of  
7 different issues.

8 I never heard confirmation from  
9 ProjectCo that they could make up the delays  
10 caused by the sinkhole. You know, they never  
11 sort of officially intimated that is a  
12 possibility.

13 MARK COOMBES: Oh.

14 CHRISTINE MAINVILLE: What about the  
15 City's position on the sinkhole, would that have  
16 been conveyed to you in terms of how they  
17 perceived its impact would be on the project?

18 MONICA SECHIARI: No. I wouldn't say  
19 the City really communicated with me on that  
20 type of subject matter of what they thought the  
21 schedule impact would be. I mean -- I think  
22 both parties wanted to be involved with the  
23 investigations and the results thereof, or the  
24 causation and what that meant going forward.  
25 But, no, the City didn't ever give me their

1 opinion on how long the delays should be, or  
2 what have you.

3 CHRISTINE MAINVILLE: Okay. And are  
4 you aware of relief being sought on the  
5 liquidated damages of -- it would have been by  
6 OLRTC, but I wonder whether that's something  
7 that would come to your attention?

8 MONICA SECHIARI: No, it didn't come  
9 to my attention as the independent certifier.

10 CHRISTINE MAINVILLE: And are you  
11 aware of the fact that the City underwrote RTG's  
12 debt at some point in time, or that there was  
13 some sort of debt swapped and the City stepped  
14 in as lender?

15 MONICA SECHIARI: No. No, I'm not  
16 aware.

17 CHRISTINE MAINVILLE: And just one  
18 clarification. Earlier you said that if the IC  
19 is unsure about whether an item can be  
20 considered minor, you'll obtain more detail from  
21 the parties about their explanation for that.  
22 Would that be recorded anywhere or that might  
23 just be an oral conversation?

24 MONICA SECHIARI: It would have been a  
25 discussion in one of our deficiency review type



1 meetings.

2 CHRISTINE MAINVILLE: One of the items  
3 outstanding for final completion, or that was  
4 initially outstanding, had to do with the  
5 submission of records and data relating to  
6 commissioning? Do you recall that?

7 MONICA SECHIARI: On the minor  
8 deficiencies list it was an item?

9 REBECCA CURCIO: I think you said for  
10 final completion.

11 CHRISTINE MAINVILLE: For final  
12 completion, yes.

13 MONICA SECHIARI: So they haven't  
14 applied for final so --

15 CHRISTINE MAINVILLE: No, one of the  
16 items that would be outstanding for them to meet  
17 final completion. So is anything outstanding  
18 that would necessarily be captured in the term  
19 sheet?

20 MONICA SECHIARI: It would be captured  
21 on the minor deficiencies list. I'm sort of a  
22 little bit not knowing what this question is  
23 about.

24 There can be elements of documentation  
25 listed on a minor deficiency list, considered

1 minor in nature, and that could be possibly  
2 final submissions of commissioning plans or  
3 updates, but I'm not sure what -- if it was -- I  
4 can't say whether it was on the term sheet or if  
5 it was on the minor deficiency list.

6 CHRISTINE MAINVILLE: So maybe I  
7 wasn't clear on this, there is, aside from the  
8 term sheet, still a minor deficiencies list, or  
9 it's incorporated.

10 MONICA SECHIARI: Correct, yes. There  
11 is a minor deficiency list that was issued at  
12 the time of substantial completion.

13 CHRISTINE MAINVILLE: Do you remember  
14 any concerns about the testing and commission?  
15 In particular there were meetings, testing and  
16 commissioning meetings that were discontinued  
17 sometime in 2018?

18 MONICA SECHIARI: There weren't -- I  
19 didn't have concerns at the time of substantial  
20 completion, considering the Substantial  
21 Completion Agreement.

22 On testing and commissioning obviously  
23 I wouldn't have issued the certificate if I  
24 didn't feel they had met the requirements.

25 But there were concerns leading -- you

1 know, in the year before substantial on the  
2 progress of testing and commissioning.

3 Sometimes the commissioning meetings, they had  
4 been abandoned for a while. Those concerns I  
5 expressed in my IC reports.

6 CHRISTINE MAINVILLE: Do you recall  
7 issues or concerns about the schedules being  
8 provided, or information not being provided with  
9 the schedules over the course of the project?

10 MONICA SECHIARI: Yes.

11 CHRISTINE MAINVILLE: And what were  
12 those issues?

13 MONICA SECHIARI: There was a period  
14 of time in 2018, and into 2019, either the  
15 required, updated monthly work schedule wasn't  
16 submitted. Sometimes they would submit other  
17 construction schedules that weren't an update of  
18 the work schedule. They would -- they were  
19 title different names. I think there was a  
20 revenue service availability schedule, but it  
21 wasn't a full updated work schedule.

22 And there was correspondence exchanged  
23 between the City and ProjectCo on that matter of  
24 the concerns surrounding this sort of lack of  
25 schedule information.

1 CHRISTINE MAINVILLE: What did you  
2 understand the cause of that to be?

3 MONICA SECHIARI: I didn't really get  
4 much explanation when I inquired as to the  
5 cause. I would be speculating.

6 MARK COOMBES: Was it your sense, or  
7 did you get that information that there was a  
8 lot of revisions happening to the schedule at  
9 that time?

10 MONICA SECHIARI: Yes. There were a  
11 lot of revisions going.

12 MARK COOMBES: And are you able to  
13 express a view as to the schedule, how  
14 compressed it became or how it evolved?

15 MONICA SECHIARI: I am not really able  
16 to give you that view because of the lack of  
17 schedule issuance. A lot of months there just  
18 wasn't one issued.

19 When they were during that time the  
20 completion dates would vary, you know, widely  
21 without sort of a -- being able to understand  
22 what was -- what the reasoning behind that was.  
23 So I can't really have a few on it because that  
24 was one of my concerns, we just didn't have the  
25 information to make that assessment.

1 CHRISTINE MAINVILLE: And I take it  
2 that, like the rest of the criteria, you  
3 wouldn't express a view or concern about how the  
4 schedule is being devised, only -- except to the  
5 extent that you would have concerns about  
6 certain milestones not being met? Is that -- is  
7 that a good way to put it?

8 MONICA SECHIARI: Yeah. We didn't  
9 have a role in doing a detailed review of the  
10 schedule, or a forensic analysis of the  
11 schedule.

12 We would review the City's review of  
13 the schedule. But we had an opinion to a  
14 certain extent. We tracked the schedule in our  
15 report, key milestones month-to-month. We would  
16 do a brief overview of the schedule based on  
17 what we saw on site. Are they reporting  
18 progress correctly? If they weren't we would  
19 mention that.

20 We would have a view -- unfortunately  
21 there wasn't a schedule available in enough  
22 detail, on a consistent basis, as we went to the  
23 end. We would have a review whether we thought  
24 the end dates were achievable. We just didn't  
25 have that information to be able to say that.

1 I think my concern in my reports was  
2 that -- the concern was the lack of schedule to  
3 be able to make that assessment.

4 CHRISTINE MAINVILLE: So that was the  
5 case in terms of the -- would you say through  
6 2019 you weren't able to say when they would  
7 meet RSA?

8 MONICA SECHIARI: Yes, we didn't have  
9 a schedule that indicated that to be able to see  
10 if it was achievable.

11 CHRISTINE MAINVILLE: And did you  
12 ever -- the schedules were not provided on a  
13 consistent basis. Did you ever have one  
14 following the 2018 -- the May 2018 RSA date that  
15 was missed, the original one, did you have any  
16 following that where you express any view about  
17 how realistic it was or not? Like whether it  
18 provided for any float or --

19 MONICA SECHIARI: After the May 2018  
20 date was missed that's -- to the best of my  
21 recollection that's when the production of  
22 schedule, or the issuance became sparse or not  
23 at all. So that was my overriding concern, is  
24 that I didn't have a -- the schedule provides us  
25 with that sort of brief overview of what's

1 progressed, what's still to be done, so we could  
2 make that sort of opinion. This appears to be  
3 achievable but the schedule needs to be  
4 monitored closely. Or this doesn't appear to be  
5 achievable. We didn't have enough information  
6 to make that assessment. So I didn't have a  
7 good feeling of when it would be achieved,  
8 substantial.

9 CHRISTINE MAINVILLE: And do you or  
10 the City have any ability to -- well, any  
11 options to address that when that happens? When  
12 you're not getting the schedules you need?

13 MONICA SECHIARI: So it's a  
14 requirement of the PA. I don't have any role --  
15 I can't enforce the requirements of the PA. If  
16 I felt like they weren't being followed I would  
17 mention them in my report in the "Issues"  
18 section, which I did with the schedule, lack  
19 thereof.

20 The City would have a route of issuing  
21 an NCR, a nonconformance report, which can be  
22 used for any noncompliance with the PA. Could  
23 be a field issue out in field, like a  
24 construction defect, or it could be something  
25 like the work schedule isn't being produced,

1 that is a requirement of the PA. So a  
2 nonconformance, NCR can be issued, and remain  
3 open until they comply.

4 CHRISTINE MAINVILLE: Those are my  
5 questions.

6 Rebecca, do you have anything?

7 REBECCA CURCIO: I don't have  
8 anything, thank you.

9 CHRISTINE MAINVILLE: Mark does  
10 anything arise from what I asked.

11 MARK COOMBES: Those are all my  
12 questions for the witness.

13 CHRISTINE MAINVILLE: Thank you. We  
14 can go off record.

15 --- Completed at 3:53 p.m..  
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1 REPORTER'S CERTIFICATE

2  
3 I, HELEN MARTINEAU, CSR, Certified  
4 Shorthand Reporter, certify;

5 That the foregoing proceedings were  
6 taken before me at the time and date therein set  
7 forth, the witness having been placed under oath  
8 by me;

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

12 That the foregoing is a certified  
13 transcript of my shorthand notes so taken.

14  
15 Dated this 13th day of May, 2022.

16  
17  
18 

19 PER: HELEN MARTINEAU  
20 CERTIFIED SHORTHAND REPORTER  
21  
22  
23  
24  
25

**WORD INDEX**

**< 1 >**

**1** 7:14  
**1.3** 47:15  
**1:00** 1:16 4:1  
**10** 16:5 43:2  
44:24 103:4, 8,  
15  
**10,000** 115:11  
**100** 85:3  
**10-day** 26:10  
**12** 48:16 55:10  
58:6  
**13** 1:8  
**13th** 1:15  
128:15  
**14** 17:3 40:19  
49:7 54:25  
**19** 71:12 72:12

**< 2 >**

**2** 7:23 91:6  
**2:17** 64:21  
**2:33** 64:22  
**20** 8:19  
**2009** 5:7  
**2010** 6:22  
**2013** 47:7  
65:10 67:11  
**2018** 82:3  
121:17 122:14  
125:14, 19  
**2019** 87:25  
88:2 91:9  
104:14 107:5  
122:14 125:6  
**2022** 1:8, 16  
128:15  
**23** 47:7  
**26** 101:25  
**26.4** 92:20  
96:22  
**26th** 101:6  
**27** 59:24 82:6  
91:9 114:15

**< 3 >**

**3** 67:8  
**3.1** 19:4  
**3.1(a)** 15:9  
**3:53** 1:16  
127:15  
**30** 8:19

**30th** 107:5, 19,  
21

**31** 105:23  
**31st** 65:10  
67:11 104:13  
105:13 107:7  
**33(6)** 5:7  
**33(7)** 5:20

**< 4 >**

**4** 15:8 88:23  
**40** 8:24  
**45** 34:25

**< 5 >**

**5** 5:23 16:6  
47:14  
**50** 11:7

**< 6 >**

**6** 71:16  
**60** 9:1 35:1

**< 9 >**

**9** 71:10

**< A >**

**abandoned** 122:4  
**abilities** 48:12  
**ability** 23:15  
55:17 56:21  
111:1 126:10  
**Absolutely** 14:3,  
8 19:18 55:14  
95:25  
**acceptance**  
26:15 40:18  
41:5 43:18  
49:6 51:24  
55:13, 16 75:9  
**accepted** 41:2  
**access** 17:25  
23:11 45:21  
53:1 54:14, 16,  
19 66:13 69:20,  
21  
**accurate** 96:19  
**achievable**  
124:24 125:10  
126:3, 5  
**achieve** 57:16  
77:9, 25 78:22  
85:25 96:24

**achieved** 28:9,  
10, 12 29:14  
30:6 34:16  
35:6 49:14, 20,  
21 50:2, 3, 5  
51:11 72:3, 18  
73:4 74:16  
75:21, 22 76:25  
83:3 84:23  
92:17 94:17, 19,  
20, 23 95:4  
107:23 109:8  
114:15 126:7

**achievement**

69:14, 16 77:2  
78:3 82:21  
118:5

**achieving** 74:20,  
21 81:13 88:6

**Act** 5:7, 21, 23  
8:1 11:8

**acted** 7:18

**activities** 24:10

48:21 49:9

**actual** 22:4

26:7 57:10

99:23 101:14

**added** 110:13,  
25 111:13

112:14, 19

**addition** 20:6

24:12 71:11

**additional** 61:12

99:11 105:13

**address** 126:11

**adequate** 13:8

**adhered** 83:24

**adjudicate** 59:3

**advance** 26:10

31:25 33:22

103:25 104:2

106:17, 21

109:15

**advise** 13:23

**advised** 5:21

93:14 94:5

**AFFIRMED** 4:2

**Africa** 52:25

**after** 4:20 11:9

13:18 29:23

59:7, 24 80:14

99:19 101:8

106:25 108:20

110:14 114:12

116:22 125:19

**AGG0000050**  
46:15

**AGG0000129**  
104:16

**AGG0000137**  
88:4

**AGG0000294**  
91:8

**AGG0000332**  
100:18

**ago** 87:20

**agree** 28:9, 23

31:4, 6 33:8

34:14 40:1

47:23 49:19

55:4, 21 56:16

60:24 61:21, 22

62:2, 18, 22

94:19, 22

**agreed** 17:23

31:22 35:4

36:20 53:24

61:8, 10, 11, 19

**agreeing** 29:10

43:20, 25

**agreement** 9:6

10:1, 3, 14, 15

11:12, 19 12:12,

23 13:5, 8, 13,

16, 21, 25 14:17,

20 15:9, 12, 17

16:6, 8, 24 17:3,

5, 10 18:25

19:3, 6 20:3

23:8 33:8, 9, 11

35:23 40:20, 23

41:20 43:2

44:15 45:15

46:16, 20 47:1,

9, 15 48:17, 20

49:4 50:13

58:11, 16, 17

59:18 63:16, 24

65:15 71:4, 8,

21 72:20 73:12,

21 74:3, 14, 20

75:1 80:1 81:8,

15 82:1, 22

84:4, 22 89:7

92:4 94:6, 22,

25 95:5, 11

99:6, 20 100:7,

10 101:1

102:20 106:16

107:12, 15  
121:21

**agreements** 9:8  
20:10 22:19

71:9, 15, 17, 23  
73:1 114:10

**agrees** 32:14  
55:4 94:21

**ahead** 62:20

**aligned** 29:11

31:22 32:15

85:17

**alignment** 22:5

**allow** 85:4

**ALTUS** 1:7 2:6

6:9, 10, 11, 13,

21 7:18 9:21,

23 10:2, 10, 16,

22 14:2 52:14,

22 59:3 109:25

110:8

**ambiguous**

58:16 60:25

**amended** 61:6

**amending** 56:23

111:20

**amendment**

62:4

**amendments**

61:8

**amount** 73:21

114:8 116:8

**amounts** 72:12

74:23

**analysis** 124:10

**answered** 63:22

**answers** 82:15

**anticipated** 79:3

**anybody** 86:1

**anyway** 77:15

**apparent** 115:7

**appear** 38:5

110:20 126:4

**appears** 38:7

44:4 48:18

67:7 126:2

**appended** 5:6

71:17

**appendices**

101:14 104:24

**appendix** 10:4

11:13 16:24

18:24 19:1, 2

22:17 24:6

25:15 40:17

48:19 71:16 106:13 <b>applicable</b> 26:1, 4 <b>application</b> 27:6 72:7 76:25 112:17 <b>applied</b> 49:1 83:8 120:14 <b>applies</b> 14:20 18:16 31:19 <b>apply</b> 84:12 90:15 114:1 <b>appointed</b> 11:6 13:18 15:10 19:4 <b>appreciate</b> 49:15 <b>approach</b> 88:6 <b>approaching</b> 113:19 <b>appropriate</b> 26:20 51:13 52:17 63:12 66:24 68:9 <b>approval</b> 20:21 <b>approvals</b> 25:18 <b>approve</b> 58:9 <b>approximately</b> 102:15, 17, 25 <b>April</b> 47:7 102:16 <b>area</b> 6:13, 18, 25 68:10 <b>areas</b> 67:1 <b>aside</b> 121:7 <b>asked</b> 5:9 18:8 38:9 39:24 54:8 60:1 63:15 76:10 98:18, 25 99:5 108:10 112:9 127:10 <b>asking</b> 23:24 58:13, 24 82:9 96:1, 3, 4 99:13 103:18 108:24, 25 115:19 <b>aspects</b> 82:12 <b>assess</b> 23:17 103:7 108:2 112:15 <b>assessing</b> 12:18 30:17 48:2	<b>assessment</b> 42:15 61:23 70:5 79:7 113:13 123:25 125:3 126:6 <b>asset</b> 6:24 9:10 114:11 <b>assigned</b> 9:4 <b>assist</b> 32:10 64:13 <b>associated</b> 34:10 49:9 76:12 78:2 83:1 84:25 <b>assume</b> 22:16 92:12 95:3 <b>assurance</b> 11:23 12:1, 19 70:21 110:23 <b>assured</b> 34:7 37:6 84:22 <b>attached</b> 55:9 <b>Attend</b> 24:9 <b>attendance</b> 24:20 <b>attended</b> 24:19 <b>attending</b> 1:15 <b>attention</b> 68:2 89:13 119:7, 9 <b>audience</b> 65:25 <b>August</b> 35:7 82:3 104:13 107:5, 7, 19, 21 <b>automatically</b> 60:9, 10 <b>Availability</b> 17:19 25:21 26:15 27:22 33:19 67:17 81:14 104:13, 21, 23 105:3, 15 106:19 107:6, 17, 22 108:7, 15 114:4 122:20 <b>available</b> 14:6 54:17 70:7 90:9 124:21 <b>avenue</b> 99:15 <b>avenues</b> 62:3 <b>Avini</b> 46:18 <b>avoid</b> 116:12, 24 <b>aware</b> 18:1 57:2 64:4, 18 68:22 80:17 89:10, 19	101:22 111:3 119:4, 11, 16  < B > <b>back</b> 18:9 33:1 35:8 39:8 73:18 76:2, 11 105:8 <b>back-and-forth</b> 16:16 <b>background</b> 6:10 16:2 <b>based</b> 19:9 42:18 44:3 55:9 61:7 68:13 69:4, 23, 25 70:6, 14, 15 77:13 124:16 <b>basically</b> 9:9 16:17, 23 17:24 24:21 71:23 116:1 <b>basis</b> 4:24 8:12, 15 14:14 52:15, 18 53:22 95:17 124:22 125:13 <b>becoming</b> 22:1 114:8, 20 115:14 <b>beginning</b> 33:12 47:8 <b>behalf</b> 14:1 45:6 52:6 <b>behaviour</b> 87:1 <b>believe</b> 18:10 21:12, 15 29:18 30:5 34:24 37:22 38:1 67:24 80:2, 13, 22 81:13 82:4 93:15 101:5 106:22, 23 113:9 <b>believed</b> 117:25 <b>best</b> 57:15 80:12 81:10 110:18 111:1 117:16 125:20 <b>better</b> 40:7 51:15 59:4 100:21 <b>bigger</b> 113:8 <b>bimonthly</b> 31:16 <b>bit</b> 6:9 8:23 10:25 28:5 35:25 48:17	51:14 58:6 83:14 120:22 <b>board</b> 82:23 <b>bound</b> 38:22 <b>break</b> 48:19 63:9 <b>brief</b> 124:16 125:25 <b>bring</b> 13:20 38:5 44:9, 11 91:1 <b>broadly</b> 65:19, 20 <b>brought</b> 15:16 46:6 78:11 89:13 94:15 <b>builders</b> 39:2 <b>built</b> 111:9 <b>bullet</b> 105:9, 16 <b>bus</b> 20:8 <b>business</b> 27:1, 5 103:4, 5, 6, 8, 16 106:25 <b>busy</b> 87:2  < C > <b>call</b> 35:21 <b>called</b> 19:13 70:11 <b>Campbell</b> 52:6 <b>Canada</b> 2:7 5:23 <b>capacity</b> 113:2 <b>capitalized</b> 33:7 <b>captured</b> 120:18, 20 <b>carried</b> 15:23 21:18 <b>carry</b> 11:17 16:18, 25 18:3, 7, 12, 15 19:4 47:2, 12 <b>carrying</b> 23:22 110:22 <b>carryout</b> 15:10 <b>case</b> 10:6 12:8 31:15 35:10 37:7, 17 39:7 40:5, 21 60:17 64:5 73:5 75:19 94:16 100:20 105:1 106:1 125:5 <b>casual</b> 113:24	<b>catch</b> 102:20 <b>categorize</b> 36:14 <b>categorized</b> 101:19 105:20 <b>category</b> 36:20 37:1 <b>causation</b> 116:25 118:24 <b>caused</b> 118:1, 10 <b>CCTV</b> 57:19 <b>certain</b> 4:9 7:6 24:14 29:4 43:11 66:7 70:23 73:21 75:14 81:7 109:13 124:6, 14 <b>certificate</b> 11:16 17:14, 20 26:1, 5, 7, 12, 20 27:4, 11, 12, 14, 19, 25 35:13 37:5 47:20 72:4, 9 75:9 77:10 79:9 89:3 90:17 91:17 95:18 99:18 104:21, 23 105:12 109:9 111:19 112:5 121:23 128:1 <b>Certificates</b> 25:20, 21, 22 37:18 54:9 72:18 <b>certification</b> 10:17 11:11, 13, 22 15:11 16:7, 10, 11, 14, 19 17:9, 12 18:3, 7, 11 19:2, 5, 6 20:15, 20 21:1 22:15 25:19 29:4 46:12, 25 48:8, 11, 14, 15, 20 61:14 64:15, 17 76:16, 17 99:9, 10 105:3 106:4 107:6, 10 108:7 <b>certifications</b> 12:24 15:20 16:1 32:6 70:20 73:9 84:19
--	---	--	---	--

<p><b>certified</b> 73:23 103:22 128:3, 12, 20 <b>certifier</b> 6:8, 19, 21, 23 7:6, 15, 19, 24 8:2, 7, 13 9:5, 8, 15, 22 10:1, 3, 12, 14 11:3, 6, 19 12:3, 9 13:4, 17, 21, 25 14:20 15:10, 18 16:9 19:10, 13, 15 20:7 22:18 25:9, 23 26:3 27:5 28:17 29:17 30:7, 12 31:21 36:1 37:4 41:7 43:1 46:12 47:1, 21 51:10 54:1, 11, 12, 23 57:1 65:21 66:11, 23 71:17, 21, 24 81:16 82:8 86:16 104:12 105:23 115:19, 21 116:15 117:2, 5 119:9 <b>certifier's</b> 30:17 47:17 65:1, 9 87:11 91:5 <b>certify</b> 11:4 12:9 44:14 70:22 71:13 72:2 73:6 78:24 128:4 <b>certifying</b> 10:12 12:3, 10, 21 13:4 22:14 51:6 73:4, 15 <b>challenges</b> 116:7, 8 <b>Chandani</b> 2:12 <b>change</b> 56:16, 25 57:2, 24 61:21, 22 62:12 63:3 75:2 <b>changed</b> 57:10 95:5 102:4 107:24 112:2 <b>changes</b> 56:12, 21 57:6, 9 62:14 84:8</p>	<p>107:16 117:6 <b>changing</b> 56:8 <b>characterization</b> 79:18, 21 <b>characterized</b> 96:18 108:13 <b>check</b> 50:24 <b>checklist</b> 31:5 <b>checklists</b> 88:14 <b>Christine</b> 2:2 14:4 15:3 44:12 45:7, 25 56:2, 4, 7, 14 57:4, 22 58:2, 14 59:8 60:13, 16, 23 61:9 62:11, 15, 19 64:8, 20 87:24 96:12, 15 97:6, 12, 19, 24 98:3, 10 109:17, 19 110:11 111:7 117:9, 21 118:14 119:3, 10, 17 120:2, 11, 15 121:6, 13 122:6, 11 123:1 124:1 125:4, 11 126:9 127:4, 9, 13 <b>circulate</b> 113:7 <b>circulated</b> 113:8 <b>circumstance</b> 38:17 <b>circumstances</b> 28:5, 7, 10 117:18 <b>City</b> 12:25 18:16 21:14 22:3 27:1 28:2, 9, 21 29:5, 15, 19 30:4, 19 31:2 34:13 35:3 36:16, 18 41:25 42:5 43:13 44:24 45:21 51:6, 25 58:25 66:1, 19 68:20 72:7, 11, 21, 23 73:13 74:25 75:10 83:15 84:13, 20 85:9 86:7, 9 92:3, 5, 11 93:1, 15 94:17, 20</p>	<p>95:2, 3 96:2 98:8 99:18 100:22 102:18 103:5 106:10 109:11 112:20 113:13, 22 118:19, 25 119:11, 13 122:23 126:10, 20 <b>City's</b> 27:7 32:12 45:1 59:15 73:6 79:19 93:9 103:7 106:22, 24 118:15 124:12 <b>civic</b> 20:17, 19, 21, 23 21:8, 9, 10, 13 22:2, 14 25:17 <b>civil</b> 5:12 7:10 21:20 <b>claim</b> 14:1, 7, 13 <b>clarification</b> 43:11 119:18 <b>clarifies</b> 50:8 <b>clarify</b> 7:25 9:20 30:2 46:3 50:19 57:5 58:23 59:18 111:21 <b>clarifying</b> 97:15 <b>classification</b> 40:1 <b>classified</b> 38:14 <b>classify</b> 36:10 <b>clause</b> 34:23 96:22 <b>clean-up</b> 117:8 <b>clear</b> 12:20 18:6 55:14 63:23 69:3 70:3 73:3 74:18 82:11 88:1 90:6 97:13 109:25 121:7 <b>clearly</b> 35:5 68:5, 10 90:15 <b>close</b> 8:22 <b>closed</b> 111:15 112:18, 22 113:15 <b>closely</b> 126:4</p>	<p><b>closer</b> 31:17 86:24 <b>closures</b> 20:9 <b>cocounsel</b> 4:8 <b>Co-counsel</b> 2:2 <b>collaborative</b> 4:7 10:15, 19 <b>COM0001532</b> 65:13 <b>COM0001550</b> 15:7 <b>combination</b> 30:21 <b>come</b> 12:24 28:15 30:7 33:1 36:25 39:6 40:1 59:5, 17 60:5, 10, 20 63:24 102:19, 20 119:7, 8 <b>comes</b> 31:25 49:2 50:9 59:23 113:7 <b>comfortable</b> 32:12 38:11 94:2 <b>coming</b> 42:7 76:11 102:7, 9 <b>commence</b> 4:17 17:6 <b>commences</b> 26:9 <b>commencing</b> 4:1 52:12 <b>comment</b> 24:7 46:5 53:9 71:7 76:20 77:5 79:4 <b>commentary</b> 14:25 16:22 55:17, 20 67:3 71:2 <b>commented</b> 42:19 <b>comments</b> 16:16 28:2 43:7, 8 45:1 52:3 56:3 128:10 <b>COMMISSION</b> 1:6 2:1, 2 4:13, 23 95:23 121:14 <b>Commissioner's</b> 116:11 <b>commissioning</b> 40:19 93:25</p>	<p>120:6 121:2, 16, 22 122:2, 3 <b>Commission's</b> 4:6, 14, 19 <b>Committee</b> 24:11, 17, 19 25:3 78:11 <b>common</b> 84:9 <b>communicate</b> 113:22 <b>communicated</b> 118:19 <b>communication</b> 53:2 <b>company</b> 6:12 <b>compared</b> 116:8 <b>complete</b> 7:4 92:2 <b>completed</b> 27:18 32:3 34:8 35:11 76:8 77:3 97:4, 5 105:24 106:3, 6 109:15 112:4, 13, 24 114:19 127:15 <b>completely</b> 12:20 69:3 <b>completeness</b> 100:3 <b>completion</b> 8:23, 25 12:10 17:7, 13, 14 18:2, 17 25:19, 20, 22 26:14 27:22, 23 30:24, 25 31:4, 19 32:1, 17 33:2, 18 34:24 35:6, 9, 13, 16 37:5, 8 47:19 67:16, 17, 25 69:15 70:22 71:3 72:6 84:13, 20 85:14 87:12 88:7, 19 89:2, 21, 23 91:6, 16, 17, 20 92:4, 7, 16, 25 94:6, 17, 23, 25 95:5, 6, 10 97:1, 5 99:18, 20 100:7 101:5, 8 102:12, 16 103:2, 15, 21 105:12 106:16</p>
--	--	--	--	---

107:14 108:1, 11 109:13 110:14, 21 111:12, 19, 25 112:5, 8 113:18, 24 114:4, 10, 16, 17, 23, 24 115:13, 14 118:5 120:3, 10, 12, 17 121:12, 20, 21 123:20 <b>compliant</b> 45:24 <b>comply</b> 127:3 <b>comprehending</b> 102:2 <b>compressed</b> 123:14 <b>concern</b> 124:3 125:1, 2, 23 <b>concerns</b> 68:6, 8, 11, 25 69:4, 5, 8 121:14, 19, 25 122:4, 7, 24 123:24 124:5 <b>conclude</b> 26:21 <b>conclusion</b> 29:20 30:7 38:21 39:10 <b>conditions</b> 26:11, 19 27:3, 8, 9, 14, 15 72:9 89:1 90:8, 11, 16 91:15 109:8 <b>conduct</b> 31:20 45:5, 17 66:23 70:17 <b>conducted</b> 41:4, 16 <b>conducting</b> 86:14 <b>Confederation</b> 7:15 <b>confidential</b> 4:24 <b>confidentiality</b> 14:1, 14 <b>confirm</b> 26:18 37:19 66:5 73:13 95:8 112:20 <b>confirmation</b> 40:11 62:4 72:17 118:8 <b>confirmed</b>	104:20 <b>confirms</b> 28:21 <b>conjunction</b> 22:14 <b>consecutive</b> 55:10 <b>consequences</b> 76:16 82:17 <b>consider</b> 23:17 27:6 98:12 <b>consideration</b> 94:10 112:23 <b>considerations</b> 98:17 <b>considered</b> 12:14 24:17 36:13 80:10 85:18, 23 89:5 90:5, 12 92:8 93:19 97:1, 17 110:1 119:20 120:25 <b>considering</b> 36:3 121:20 <b>considers</b> 26:3 28:2 75:11 <b>consisted</b> 51:4 <b>consistent</b> 124:22 125:13 <b>constructed</b> 21:18 39:3 <b>construction</b> 8:18 12:16, 22 15:19, 23 17:8 18:13 47:18 48:9 66:25 67:2, 4 77:4 116:1, 20 117:15 122:17 126:24 <b>consultants</b> 12:17 13:1 45:22 <b>consulted</b> 93:13 <b>consumed</b> 25:6 <b>contained</b> 13:24 <b>contemplated</b> 33:16 <b>contents</b> 16:17 101:23 108:22 <b>context</b> 11:4 <b>continue</b> 17:6 87:20 <b>contract</b> 83:8 84:17	<b>contractual</b> 84:14 101:12 <b>Contribution</b> 71:8, 9, 15, 23 72:16, 20 73:1, 15 <b>contributions</b> 72:24 <b>contributor</b> 73:7 <b>contributors</b> 71:19 <b>control</b> 12:17 110:23 <b>conversation</b> 119:23 <b>conveyed</b> 118:16 <b>Coombes</b> 2:3 4:3 6:1, 5 7:1, 12, 18, 22 8:10 9:3, 13, 18 10:11, 24 11:18 12:2 13:2, 19 14:3, 8, 16, 19, 23 15:6, 14, 25 16:5 17:2, 15 18:5, 18, 22 19:9, 18, 21 21:6 22:10, 20 23:6, 12, 23 24:5, 20, 25 25:11 27:24 28:4, 24 29:12 30:2, 14 32:4, 19, 25 33:11, 20, 25 34:19 35:8, 15, 18 37:7, 11, 16 38:16 39:7, 15 40:5, 10, 15 41:6, 18 42:19 43:19, 24 44:7 46:4, 9, 14, 19, 22 47:6, 14, 25 48:5, 11, 15, 24 50:7, 18 51:12, 21 52:1, 8, 20 53:3, 9, 21 55:7, 24 56:2, 6 62:21 63:2, 8 64:23 65:6, 11, 18, 24 66:3, 9 67:6 68:12, 19 69:2 70:3, 9, 19 71:6 73:2, 16, 25 74:9 75:6,	17 76:1, 9 77:12, 19, 23 78:9, 16 79:10, 13, 16, 23 80:6 81:4, 23 82:9, 20, 25 83:6, 10, 13 84:10 85:6 86:4 87:7, 10, 15 88:3, 17, 21 89:17 90:18, 25 91:7, 11, 18, 24 92:10, 23 93:5 94:13 95:7, 25 96:9, 14 98:15, 23 99:4, 16 100:1, 9, 12, 16, 25 102:6, 10, 14, 24 103:17, 24 104:3, 7, 15, 25 105:5, 16 106:8, 12, 17 107:1, 4, 25 108:9, 24 109:10, 17, 20 111:21 112:3, 12, 25 113:17 114:2, 22 115:1, 10 116:10 117:7 118:13 123:6, 12 127:11 <b>co-operative</b> 86:20 <b>co-ordinate</b> 21:23 <b>correct</b> 5:2 7:17, 20, 21 9:7, 17 10:18 14:22 15:23 18:21 28:3 33:13, 23, 24 43:23 47:11, 23 48:9, 22 60:3, 15 65:14 68:23 70:8 73:23, 24 82:24 87:13, 14 91:9, 10 92:13, 17, 18 93:3 94:24 97:11, 19 98:23 99:25 102:13 103:23 106:11 107:13 108:8 110:9, 10 112:11 121:10 <b>corrections</b> 4:20, 22 5:5	<b>correctly</b> 45:8 63:22 93:16 124:18 <b>correspondence</b> 122:22 <b>cost</b> 6:14 72:21 80:22 <b>costs</b> 71:14 72:19 73:14 74:16 <b>COUNSEL</b> 2:1, 3 4:9, 24 6:2 7:4 <b>count</b> 89:8 <b>counterfactual</b> 29:13 <b>country</b> 52:12, 25 <b>couple</b> 19:17 20:19 52:3 59:25 <b>course</b> 22:12 65:1 79:3 86:23 115:24 116:2 122:9 <b>COW270758</b> 52:2 <b>criteria</b> 41:8, 11, 12, 13, 15, 19 42:1, 7, 20 43:12, 17 44:14 48:25 50:1 54:5 55:21, 25 56:8, 22 57:3, 13, 16 58:5, 10, 18 59:2, 6 61:6 62:14 64:10 74:20, 22 77:1, 11 78:24 124:2 <b>critical</b> 23:22 29:9 69:14 70:1 <b>Crown</b> 5:13 <b>crystal</b> 82:11 <b>CSR</b> 128:3 <b>Curcio</b> 2:7 6:3 13:22 14:15 19:16, 19 58:22 63:10, 21 64:7 75:24 76:5 87:21 95:20 97:14, 22 109:20, 22 117:7 120:9 127:7
--	---	---	--	--

<p><b>current</b> 34:12 113:11</p> <p><b>Currently</b> 8:6 48:1</p> <p><b>CV</b> 7:2, 3, 5, 23, 25 9:19 83:18</p> <p>&lt; D &gt;</p> <p><b>daily</b> 8:12, 15 52:15, 18 53:22</p> <p><b>damages</b> 81:12 83:11 119:5</p> <p><b>data</b> 120:5</p> <p><b>date</b> 17:6, 9, 16, 18 67:16, 17, 18 101:6, 7 103:20, 25 111:23 114:10 125:14, 20 128:6</p> <p><b>dated</b> 107:7 128:15</p> <p><b>dates</b> 7:25 67:15, 25 69:16 71:3 77:8, 17 81:7 102:18 107:5 123:20 124:24</p> <p><b>day</b> 1:15 42:3 53:5 54:3, 12 63:17, 18, 25 86:22 87:6 107:9 128:15</p> <p><b>days</b> 27:1, 5 35:1 42:12 55:11 58:6 102:1 103:4, 5, 7, 8, 16 106:25 110:20</p> <p><b>day's</b> 42:16 54:16</p> <p><b>day-to-day</b> 38:3</p> <p><b>deals</b> 25:17</p> <p><b>debate</b> 81:1</p> <p><b>debt</b> 119:12, 13</p> <p><b>decide</b> 31:11 110:5</p> <p><b>decided</b> 56:24 90:15</p> <p><b>decision</b> 29:11 54:2, 24 64:3 102:16 108:19 109:25</p> <p><b>decision-making</b> 93:9</p>	<p><b>decisions</b> 56:11 63:7 99:3</p> <p><b>declaration</b> 4:5</p> <p><b>deemed</b> 5:8</p> <p><b>defect</b> 126:24</p> <p><b>defects</b> 105:18</p> <p><b>deficiencies</b> 33:5, 6, 15, 18, 22 34:2, 5, 10, 12, 16, 18, 20 35:2, 11, 19, 22 36:2, 10, 15 37:6 38:2, 4, 18 39:8 40:7 69:21 84:24 85:4, 8 89:6, 12, 20 90:22 92:9, 14 93:2, 7, 18 94:12 97:3, 7, 9, 15, 18 98:6 99:21, 22, 24 101:15 105:2, 6, 14, 19, 21 106:2, 6 108:14 109:24 110:7, 12, 14, 20, 24 111:13, 14, 23 112:4, 7, 22, 24 115:2 120:8, 21 121:8</p> <p><b>deficiency</b> 34:12 36:7, 11, 12, 14, 17 37:1, 20, 21, 23, 24 38:8, 13, 20 39:10, 11, 17, 20, 21 40:4, 7 85:11, 13, 17, 19 96:18 97:2, 16 98:19, 20 105:11 110:3, 16, 17 111:5, 17, 22 113:12 119:25 120:25 121:5, 11</p> <p><b>deficient</b> 101:19</p> <p><b>defined</b> 15:12 33:7, 9 35:20 57:14 61:3 89:6</p> <p><b>definition</b> 21:9</p> <p><b>delay</b> 77:20 79:3, 25 80:4, 10, 14, 15, 18, 24 117:12, 23 118:1, 4</p>	<p><b>delayed</b> 77:17, 20 79:2 114:17</p> <p><b>delays</b> 17:22 117:16, 19 118:9 119:1</p> <p><b>delete</b> 61:21</p> <p><b>deliverable</b> 16:21 31:11</p> <p><b>deliverables</b> 31:6</p> <p><b>delivered</b> 74:15</p> <p><b>demonstrate</b> 55:20</p> <p><b>Dentons</b> 2:7</p> <p><b>depended</b> 66:20</p> <p><b>depending</b> 10:21 26:16 77:8 99:12 117:17</p> <p><b>describe</b> 40:6 49:8 51:21 52:8</p> <p><b>described</b> 49:9 75:7</p> <p><b>describing</b> 32:21</p> <p><b>DESCRIPTION</b> 3:2 38:4</p> <p><b>design</b> 8:17 12:16, 22 15:19, 22 16:22 17:7 18:12 31:8 39:2 48:8 59:13 66:19 77:3 116:1, 19</p> <p><b>designed</b> 21:17 44:1</p> <p><b>detail</b> 16:25 46:2 48:18 119:20 124:22</p> <p><b>detailed</b> 38:13 44:16 58:17 105:21 124:9</p> <p><b>detailing</b> 26:2</p> <p><b>details</b> 27:16 49:3 80:21</p> <p><b>determination</b> 36:25 55:6 59:6 60:2 71:14 74:4 82:8 91:14</p> <p><b>determine</b> 27:7 50:22 54:3 60:11 61:2 72:8 74:2 98:19 115:6</p>	<p><b>determines</b> 35:19</p> <p><b>determining</b> 41:8 62:24 72:14 74:11 81:18 82:16 83:1, 7 88:12, 13</p> <p><b>develop</b> 16:9 31:2</p> <p><b>developed</b> 42:17</p> <p><b>devised</b> 58:7 124:4</p> <p><b>difference</b> 11:22 21:7 55:5 90:13</p> <p><b>different</b> 6:17, 24 7:24 8:6 10:7 12:7 21:12 35:4 41:15 42:1 49:25 54:21 58:8 62:3 83:18, 20 84:7 86:17 117:14, 24 118:7 122:19</p> <p><b>difficult</b> 28:5</p> <p><b>diligence</b> 29:1 38:10</p> <p><b>direct</b> 10:9 63:13</p> <p><b>directly</b> 86:25</p> <p><b>disagree</b> 38:23 55:2</p> <p><b>disagreement</b> 36:23 59:16 81:19 85:20</p> <p><b>disagrees</b> 94:17</p> <p><b>discontinued</b> 121:16</p> <p><b>discretion</b> 98:9</p> <p><b>discuss</b> 43:7 44:10 68:7</p> <p><b>discussed</b> 25:16 41:24 79:7 90:3 107:18 109:4</p> <p><b>discussing</b> 33:4</p> <p><b>discussion</b> 36:21 38:8 78:6 81:1, 6 101:10 119:25</p> <p><b>discussions</b> 64:13 81:10 101:4 103:20 107:11</p>	<p><b>dispute</b> 59:20, 21 60:12, 14, 21 64:11 81:2, 21, 24 82:4, 7 85:7</p> <p><b>distinction</b> 11:20</p> <p><b>document</b> 14:5, 12 15:5, 7 19:25 33:3 43:4 44:8, 9, 11 46:5, 6, 7, 14 47:7 49:16 51:14, 16, 18, 19, 22 52:2, 5 65:2, 4, 12 66:5 87:8, 16 88:3 91:1, 2, 3, 7, 8 96:11 100:2, 5, 18 104:8, 9, 10, 15</p> <p><b>documentary</b> 70:6</p> <p><b>documentation</b> 18:1 23:11, 18 30:19, 23 66:9, 14 69:1, 24 70:14, 16 120:24</p> <p><b>documented</b> 68:22</p> <p><b>documents</b> 23:2 26:22 29:2 68:16</p> <p><b>doing</b> 10:16 16:4 19:15 32:2 44:23 51:2 86:15 124:9</p> <p><b>draft</b> 16:15 100:15, 19 101:1, 2, 13</p> <p><b>drafting</b> 46:15</p> <p><b>drafts</b> 101:23 102:3 107:15</p> <p><b>draw</b> 10:22 11:20 68:2</p> <p><b>dropping</b> 113:20</p> <p><b>Due</b> 17:22 22:5 29:1 38:10 86:25 118:6</p> <p><b>duration</b> 35:4</p> <p><b>duties</b> 9:4 22:12 23:7</p> <p>&lt; E &gt;</p>
--	--	--	--	---

<p><b>earlier</b> 15:16 57:5 88:5, 15 94:15 119:18 <b>early</b> 70:25 85:24 <b>easily</b> 67:23 <b>E-builder</b> 66:14 <b>effect</b> 63:5 72:4 <b>effectively</b> 57:11 64:9 <b>effort</b> 9:2 10:15, 19 <b>elements</b> 120:24 <b>eligible</b> 71:14 72:19 <b>encompassing</b> 20:2 <b>ended</b> 22:1 <b>endorse</b> 97:20 <b>ends</b> 47:18 <b>enforce</b> 126:15 <b>engage</b> 99:13 <b>engaged</b> 74:24 <b>engaging</b> 60:5 <b>engineer</b> 7:8, 9, 11 31:9 71:22 <b>ensure</b> 56:25 57:1 61:5 <b>ensuring</b> 15:22 <b>enter</b> 4:13 <b>entered</b> 4:20, 25 5:4 33:12 98:17 106:9 <b>entire</b> 54:18 <b>entirely</b> 56:5 <b>entitled</b> 16:7 19:2 <b>errors</b> 5:3 <b>escalate</b> 36:24 <b>escalation</b> 37:12 <b>essentially</b> 40:8 46:24 <b>establish</b> 5:12 <b>established</b> 31:13 <b>evaluate</b> 24:3 59:3 103:1 112:7, 9 <b>evaluating</b> 61:18 <b>evaluation</b> 28:13 61:13 102:11 <b>event</b> 79:11, 18, 25 80:4, 5, 10,</p>	<p>18, 19, 24 82:5 117:23 <b>events</b> 26:8 80:14, 15 81:25 117:18 <b>eventually</b> 39:9 59:24 79:24 81:2 82:6 <b>ever-evolving</b> 111:16 <b>everybody</b> 31:21 32:1 87:3 <b>everybody's</b> 111:1 <b>evidence</b> 4:5, 14, 21, 25 5:5, 16, 19, 23 31:11 32:13 88:5 96:17 109:23 <b>evolved</b> 42:20 118:2 123:14 <b>example</b> 16:21 21:21 22:6, 21 25:12 30:5 31:1 94:16 96:1 <b>examples</b> 31:10 49:25 94:14 <b>Excel</b> 113:10 <b>exception</b> 10:4 <b>exchanged</b> 122:22 <b>exclusively</b> 6:21, 22 <b>executed</b> 92:5 100:8, 10, 13 101:7 102:3 107:8, 20, 23 115:25 <b>execution</b> 101:6 107:11, 19 <b>EXHIBITS</b> 3:1 <b>exist</b> 78:7 85:4 <b>existed</b> 90:22 <b>existing</b> 33:18 70:14, 16 105:2 <b>exists</b> 111:23 <b>expand</b> 61:10, 21 <b>expanded</b> 62:23 <b>expanding</b> 62:16 <b>expectations</b> 31:22 88:13 <b>expended</b> 83:3 <b>experience</b> 11:1 19:10 20:2</p>	<p>21:3 28:15, 16 30:4, 9 37:25 40:11 69:23, 25 79:17 84:6 86:15 114:7, 9 117:16 <b>experienced</b> 17:23 29:24 118:4 <b>expert</b> 60:5 <b>experts</b> 99:14 <b>explain</b> 11:21 16:11 35:18 51:14 91:24 93:11 <b>explained</b> 39:25 94:6 <b>explains</b> 16:18 <b>explanation</b> 37:12 47:3 50:8 119:21 123:4 <b>express</b> 123:13 124:3 125:16 <b>expressed</b> 122:5 <b>extensive</b> 62:9, 10 <b>extent</b> 58:9 84:23 124:5, 14 <b>extraordinarily</b> 84:7 <b>extraordinary</b> 116:8  &lt; F &gt; <b>faced</b> 116:14 <b>facility</b> 9:12 <b>fact</b> 9:14 24:1 89:18 98:3, 20 99:23 104:25 106:3, 12 115:12 119:11 <b>factored</b> 79:8 <b>facts</b> 95:22 <b>fair</b> 13:3 28:25 30:8 47:3 82:14 94:13 117:10 <b>fairly</b> 11:9 80:23 87:17 <b>fall</b> 81:2 <b>fallen</b> 112:13 <b>falling</b> 69:17 <b>familiar</b> 21:7</p>	<p>43:15 <b>federal</b> 72:17, 25 <b>Federal-Canada</b> 71:8 <b>fee</b> 11:7 <b>feel</b> 27:9, 13 38:6 86:1 116:7 121:24 <b>feeling</b> 78:13 126:7 <b>feelings</b> 76:21 <b>feels</b> 28:20 <b>felt</b> 36:19 69:13 86:12 116:4 126:16 <b>field</b> 30:22 31:8 126:23 <b>fifteen</b> 89:10 <b>file</b> 66:15 <b>filling</b> 9:23 <b>final</b> 17:13 18:2, 15, 17 25:21 27:23 29:11, 20 35:5, 9, 13, 16 37:8 47:16, 19 54:2, 23 55:5 59:6 62:21 64:3 67:17 103:15 107:19 111:12 112:5, 8, 24 113:1, 16, 18, 24 114:4, 10, 16, 17, 23 115:14 120:3, 10, 11, 14, 17 121:2 <b>finally</b> 107:8 <b>financial</b> 77:2, 6 78:12 82:12, 17 <b>find</b> 45:3 55:3 <b>fine</b> 98:15 99:17 <b>finished</b> 18:13 <b>float</b> 125:18 <b>flow</b> 58:19 <b>follow</b> 27:10 82:6 96:13 <b>followed</b> 28:1 32:22, 23 80:19 81:25 83:24 116:5 126:16 <b>following</b> 76:10 88:24 110:20 125:14, 16 <b>follow-on</b> 71:24</p>	<p><b>follow-up</b> 4:10 109:21 <b>foot</b> 115:11 <b>foregoing</b> 128:5, 12 <b>forensic</b> 124:10 <b>form</b> 16:15, 20 56:23 70:18 <b>formal</b> 62:12 <b>forth</b> 128:7 <b>forward</b> 49:17 118:24 <b>found</b> 85:16 86:2, 18 <b>frequency</b> 113:9 <b>front</b> 21:11 34:23 67:22 80:3 <b>full</b> 40:3 93:21 111:2 122:21 <b>fully</b> 39:25 58:12 <b>function</b> 9:24 10:13 <b>functions</b> 10:7 <b>funding</b> 71:19 72:24 73:7, 8 <b>funds</b> 76:18 <b>future</b> 116:12  &lt; G &gt; <b>general</b> 32:20 66:15 117:15, 19 <b>generalities</b> 22:7 <b>generally</b> 8:8, 10, 17 9:8 10:3, 20 17:4 20:1 28:16 30:16 38:12 39:22 40:12 43:9 85:16, 22 114:9 115:20 116:4 <b>give</b> 37:3 51:17 118:25 123:16 <b>given</b> 5:1, 14 53:5 76:16 82:15 <b>gives</b> 103:6 113:15 <b>giving</b> 5:19 15:17 31:10 88:15 <b>goal</b> 31:24</p>
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<p>32:15 <b>goals</b> 13:9 <b>goings</b> 38:3 <b>good</b> 7:2 13:14 42:17 60:4 85:14 87:17, 20 116:3 124:7 126:7 <b>governing</b> 9:6 <b>ground</b> 5:10 74:12 <b>GROUP</b> 1:7 6:9, 12, 13, 14, 16, 22 10:2 31:14 54:18 55:3 113:8 <b>groups</b> 21:12 <b>guess</b> 32:4 103:17 113:3 <b>guessing</b> 34:24 35:1</p> <p>&lt; H &gt; <b>hand</b> 26:16 <b>happen</b> 30:1, 13 36:21 42:17 49:17 60:17 <b>happened</b> 50:24 52:18 53:5 64:4 116:22, 24 <b>happening</b> 42:24 66:21 123:8 <b>happens</b> 38:13 126:11 <b>hard</b> 115:5 <b>headways</b> 49:12 50:2, 10, 15 57:19 <b>heard</b> 76:4 118:8 <b>hearing</b> 117:24 <b>hearings</b> 4:6, 15, 16 <b>heel</b> 80:25 <b>heightened</b> 29:5 84:16 <b>Held</b> 1:14 36:8 84:20 <b>Helen</b> 2:11 128:3, 19 <b>he'll</b> 46:1 <b>help</b> 113:18 <b>helpful</b> 95:23</p>	<p><b>Hey</b> 70:13 <b>high</b> 26:6 <b>highlight</b> 7:5 67:23 68:10 <b>highway</b> 9:12 <b>holding</b> 84:16 115:3 <b>hole</b> 117:22 <b>hope</b> 111:2 <b>hopefully</b> 111:14 <b>hospital</b> 9:11 <b>hours</b> 8:19, 24 9:1 <b>Hydro</b> 21:21, 22 22:5 <b>hypothetically</b> 64:6 <b>hypotheticals</b> 58:3 59:11</p> <p>&lt; I &gt; <b>IC</b> 10:1, 5, 8 11:12, 23 15:21 16:8, 24 17:5 18:17 19:3 20:3, 9 22:13 23:1, 7, 14 24:12 25:6, 25 27:1 28:2, 11 37:21 38:18, 21 41:3 44:4, 22 47:21 48:5, 20 49:4, 9, 11 50:11 51:2, 24 54:18, 22 55:15, 25 56:16, 19 58:9, 17 59:22, 24 60:10, 20 63:16, 17 64:8 65:15 70:5 71:13 73:25 74:2 75:10 76:6, 14, 19 82:15, 23, 25 90:17 92:1 94:18, 21 95:8 97:17, 20 99:6 107:11 113:14 119:18 122:5 <b>ICs</b> 22:12 61:13 <b>IC's</b> 22:25 28:11 50:19 69:5 70:22 82:11 92:15 95:8</p>	<p><b>identified</b> 68:4 85:24 106:9 110:25 <b>identifies</b> 16:17 <b>identify</b> 46:9 65:3, 7, 12 67:23 68:5 69:12 87:25 100:4, 17 <b>identifying</b> 39:4 <b>ii</b> 25:24 <b>imagine</b> 28:22 <b>impact</b> 22:9 23:15, 22 67:15, 24 69:14 79:1, 14 80:19 118:17, 21 <b>impactful</b> 36:11, 12 <b>impacting</b> 20:13 <b>impacts</b> 21:4 80:22 <b>impartially</b> 11:9 <b>implement</b> 16:9 <b>implication</b> 22:25 <b>imposed</b> 81:18 <b>imposing</b> 81:17 <b>impression</b> 92:19 <b>improve</b> 63:4 <b>improved</b> 116:16 <b>included</b> 89:3 94:11 104:22 106:24 <b>Including</b> 83:10 111:2 <b>incomplete</b> 101:19 <b>incorporated</b> 22:4 121:9 <b>increases</b> 8:23 <b>increasing</b> 77:25 <b>incriminate</b> 5:11 <b>incurred</b> 73:14 81:7 <b>independence</b> 29:3, 22 <b>independent</b> 6:7, 19, 21, 23 7:6, 15, 19, 24 8:1, 7, 13 9:5, 8, 15, 22, 25 10:2, 12, 14 11:2, 5,</p>	<p>19 12:3, 9 13:4, 17, 20, 25 14:20 15:10, 18 16:8 19:10, 13, 15 20:7 22:18 25:9, 23 26:3 27:5 28:17 29:17 30:7, 12, 17 31:21 36:1 37:4 41:7 42:25 45:17 46:12 47:1, 17, 20 51:9 54:1, 11, 12, 23 57:1 64:25 65:8, 21, 22 66:11, 23 70:4 71:21, 22, 24 81:16 82:7 86:16 87:11 91:5 104:12 105:22 115:19, 21 116:15 117:2, 5 119:9 <b>independently</b> 11:8 12:17 51:2 54:20 70:12 <b>INDEX</b> 3:1 <b>indicate</b> 76:3 <b>indicated</b> 67:14 73:20 125:9 <b>indicates</b> 7:8 88:18 <b>indicating</b> 39:1 112:17 <b>indication</b> 113:15, 25 <b>individual</b> 95:10 <b>industry</b> 13:14 60:4 <b>information</b> 6:10 13:24 14:10 22:23, 24 23:1, 9, 14, 20 24:3, 13, 22 25:6 39:24 44:3 66:10 96:5 122:8, 25 123:7, 25 124:25 126:5 <b>informed</b> 92:15 102:10 <b>infrastructure</b> 6:14, 16, 18, 24 <b>initial</b> 117:17</p>	<p><b>initially</b> 36:9, 15 44:13 120:4 <b>initiates</b> 28:2 <b>input</b> 56:17 63:7 64:9, 10, 12 97:25 <b>inquired</b> 123:4 <b>Inquiries</b> 5:7 <b>inquiry</b> 5:8, 15 <b>insight</b> 77:6 96:2 99:3 108:18 116:21, 25 <b>inspections</b> 70:17 <b>instance</b> 5:13 40:25 90:6 <b>instances</b> 12:13 39:25 <b>intended</b> 44:1 65:24 87:5 <b>intending</b> 114:1 <b>intends</b> 4:13 <b>intent</b> 47:5 49:23 50:3 <b>intention</b> 32:17 47:5 <b>intentions</b> 117:16 <b>interaction</b> 8:11 <b>interests</b> 11:9 29:23 <b>interject</b> 13:22 63:10, 13 <b>internally</b> 43:4 <b>interpret</b> 58:18 <b>interpretation</b> 59:2 <b>interpreted</b> 15:17 57:11 58:8 61:1 <b>intervene</b> 4:8 <b>interview</b> 4:4, 7, 11, 12 14:12 17:16, 18 <b>intimated</b> 118:11 <b>investigation</b> 115:8 <b>investigations</b> 118:23 <b>involve</b> 13:17 <b>involved</b> 17:20 32:8 48:6 50:11, 14 52:10, 22, 24 53:1</p>
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74:11 78:10 81:5, 9 83:17 108:17 118:22 <b>involvement</b> 38:25 39:5, 19 52:9, 21 82:11, 19 116:19 <b>isolation</b> 28:19 <b>issuance</b> 17:13, 19 26:12, 20 27:3, 14, 18 35:13 47:19 89:2 104:20 109:9 123:17 125:22 <b>issue</b> 20:20 26:1, 2, 13, 17 27:10, 11, 16 32:7 37:4 43:13 46:3 59:20 64:16 68:20 69:13 70:2, 10 72:4 75:8 76:24 79:9 80:25 90:17 93:21 95:18 108:6 126:23 <b>issued</b> 41:23 47:7 51:8 66:6, 16, 17, 18 71:1 80:4 82:4 88:18 89:22 91:8, 17 92:4, 25 101:9 103:11 104:13 105:11, 14, 22 109:7 110:17 111:5, 18, 25 112:2, 5 121:11, 23 123:18 127:2 <b>issues</b> 31:19 36:1 67:8, 10, 14, 19, 22, 24 68:3, 12, 13, 15, 24 69:12, 13 72:6 75:9 91:22, 25 116:21 118:7 122:7, 12 126:17 <b>issuing</b> 25:19 26:4, 7, 10 36:3 37:17 54:8 65:16 75:20 88:8 89:14	99:17 106:3, 18, 21 126:20 <b>item</b> 20:8, 18 24:8 27:10 33:3 35:21 49:1 95:10 119:19 120:8 <b>items</b> 20:4 22:21 24:6 36:4 85:23 89:5, 9 90:3 91:19 93:14 95:16 97:7 98:22, 25 101:18 105:18, 19 107:15 108:12 109:3, 13 112:13, 18 113:4, 19 120:2, 16 <b>&lt; J &gt;</b> <b>job</b> 12:18 95:21 <b>jobs</b> 20:4 <b>joint</b> 85:22 <b>jointly</b> 11:6 32:12 <b>Joshi</b> 2:12 <b>judgment</b> 13:6 55:25 61:7 63:3 <b>July</b> 91:9 93:17 101:6, 25 102:17 105:23 <b>jump</b> 58:22 <b>jumped</b> 69:25 <b>&lt; K &gt;</b> <b>kept</b> 115:1 <b>key</b> 29:9 124:15 <b>kicks</b> 26:24 <b>kind</b> 8:15 21:24 44:23 60:7 64:18 74:4 78:21 <b>knew</b> 102:6, 8 <b>knowing</b> 120:22 <b>knowledge</b> 38:3 60:17, 20 78:8 <b>known</b> 43:8 <b>knows</b> 32:2 <b>Kyle</b> 52:6, 14 56:12 <b>&lt; L &gt;</b>	<b>lack</b> 40:3 100:21 122:24 123:16 125:2 126:18 <b>laid</b> 42:4 72:25 80:16 <b>lane</b> 20:9 <b>lapse</b> 114:3, 22 115:13 <b>large</b> 6:12 21:5 <b>larger</b> 34:17 <b>late</b> 114:20 <b>lay</b> 81:11, 15 <b>lays</b> 41:25 <b>lead</b> 7:16 10:6, 8 <b>leading</b> 90:2, 9 101:4 107:18 121:25 <b>lender</b> 119:14 <b>length</b> 114:21 <b>lengthy</b> 88:22 <b>letter</b> 31:9 51:24 52:5 53:11 55:12 84:16 <b>letters</b> 70:20 <b>level</b> 26:6 29:1 36:24 38:24 39:5, 18 <b>levels</b> 37:13 <b>liability</b> 5:12 <b>LIGHT</b> 1:6 7:14 17:24 94:21 <b>limitation</b> 15:15 <b>Limited</b> 10:2 61:14 89:4 <b>liquidated</b> 81:12 83:10 119:5 <b>listed</b> 10:7 89:4 120:25 <b>lists</b> 10:5 11:13 <b>Litigation</b> 2:3 <b>LLP</b> 2:7 <b>logs</b> 69:24 <b>long</b> 41:12 102:25 103:13 119:1 <b>longer</b> 18:2 61:24 62:7 94:7 95:16, 19 98:5 102:5 <b>looked</b> 45:10, 12 <b>looking</b> 11:9 16:1 49:16	69:24 94:18 101:6 113:23 <b>loop</b> 24:21 113:3 115:2 <b>lost</b> 75:24 <b>lot</b> 10:19, 22 32:2 88:9 93:17 117:13, 19 118:6 123:8, 11, 17 <b>LRT</b> 7:20 9:12 14:21 20:11 22:2, 4 <b>&lt; M &gt;</b> <b>made</b> 4:20, 22 5:5 14:6 43:15 54:17 56:11 73:14 74:4 75:1 93:24 103:19 117:17 128:10 <b>maintainer</b> 36:6 <b>maintenance</b> 18:14 57:18 <b>Mainville</b> 2:2 4:8 14:4 15:3 44:12 45:7, 25 56:4, 7, 14 57:4, 22 58:2, 14 59:8 60:13, 16, 23 61:9 62:11, 15, 19 64:8, 20 87:24 96:12, 15 97:6, 12, 19, 24 98:3, 10 109:19 110:11 111:7 117:9, 21 118:14 119:3, 10, 17 120:2, 11, 15 121:6, 13 122:6, 11 123:1 124:1 125:4, 11 126:9 127:4, 9, 13 <b>major</b> 38:7, 18, 19 39:2, 5, 16, 21 98:4, 20 110:3 <b>majority</b> 103:9 <b>making</b> 61:7 88:14 108:18 <b>management</b> 6:15	<b>mandates</b> 116:11 <b>manner</b> 86:20 <b>March</b> 65:10 67:11 <b>Mark</b> 2:3 4:3 6:1, 5 7:1, 12, 18, 22 8:10 9:3, 13, 18 10:11, 24 11:18 12:2 13:2, 19 14:3, 4, 8, 16, 19, 23 15:3, 6, 14, 25 16:5 17:2, 15 18:5, 18, 22 19:9, 18, 21 21:6 22:10, 20 23:6, 12, 23 24:5, 20, 25 25:11 27:24 28:4, 24 29:12 30:2, 14 32:4, 19, 25 33:11, 20, 25 34:19 35:8, 15, 18 37:7, 11, 16 38:16 39:7, 15 40:5, 10, 15 41:6, 18 42:19 43:19, 24 44:7 46:1, 4, 9, 14, 19, 22 47:6, 14, 25 48:5, 11, 15, 24 50:7, 18, 24 51:12, 21 52:1, 8, 20 53:3, 9, 21 55:7, 24 56:2, 6 62:20, 21 63:2, 8, 15 64:23 65:6, 11, 18, 24 66:3, 9 67:6 68:12, 19 69:2 70:3, 9, 19 71:6 73:2, 16, 25 74:9 75:6, 17 76:1, 9 77:12, 19, 23 78:9, 16 79:10, 13, 16, 23 80:6 81:4, 23 82:9, 20, 25 83:6, 10, 13 84:10 85:6 86:4 87:7, 10, 15 88:3, 17, 21 89:17 90:18, 25 91:7, 11, 18, 24
--	--	---	--	--

92:10, 23 93:5 94:13 95:7, 25 96:9, 14 98:15, 23 99:4, 16 100:1, 9, 12, 16, 25 102:6, 10, 14, 24 103:17, 24 104:3, 7, 15, 25 105:5, 16 106:8, 12, 17 107:1, 4, 25 108:9, 24 109:10, 17, 20 111:21 112:3, 12, 25 113:17 114:2, 22 115:1, 10 116:10 117:7 118:13 123:6, 12 127:9, 11 <b>MARKED</b> 3:4 <b>Martineau</b> 2:11 128:3, 19 <b>material</b> 17:21 20:13 21:4 67:24 68:6 69:12, 13 <b>materially</b> 22:8, 9 <b>matter</b> 9:10 60:5 99:13 114:11 118:20 122:23 <b>matters</b> 26:2 27:17 88:24 89:4 <b>meaning</b> 27:15 35:23 79:22 <b>means</b> 43:20 53:19 <b>meant</b> 43:17 118:24 <b>meet</b> 13:8 45:15 50:12 58:20 120:16 125:7 <b>meeting</b> 82:17, 18 90:2, 9 113:14 115:5 128:10 <b>meetings</b> 24:9, 14, 19 25:4 31:14 32:18 36:8, 17 43:5, 9 78:10, 11 86:6, 7 101:18 109:2	120:1 121:15, 16 122:3 <b>meets</b> 50:22 <b>Mehran</b> 46:18 <b>Member</b> 2:3 10:20 24:17 <b>members</b> 10:5, 7, 9 53:25 54:21 86:5 <b>mention</b> 70:2 124:19 126:17 <b>mentioned</b> 73:17 <b>met</b> 12:11, 22 13:5 27:3, 8, 10, 13 29:6, 19 41:8 43:22 44:15 45:13 55:22 58:10 61:3, 4, 6, 13, 16, 17 62:25 69:7 72:9 77:10 78:21, 25 81:7 85:2 87:4, 13 90:17 91:15 104:22 121:24 124:6 <b>Milestone</b> 25:20 26:15 28:8 29:15 30:5, 24 34:15 67:15 71:3, 11, 25 72:3, 18 73:4, 11, 17, 19, 22 74:21, 22 75:8, 19, 21 76:11, 12, 15, 24 77:1, 8, 10, 16, 21 78:3 79:2, 4 82:18, 22 83:2 84:12, 19 85:14 88:6 <b>milestones</b> 27:21 33:22 34:2, 5, 9 70:24 71:25 75:14 77:25 78:17, 22 124:6, 15 <b>mind</b> 89:12 <b>mini</b> 27:12 <b>minor</b> 33:4, 6, 14, 17, 22 34:2, 5, 9, 11, 16, 18, 20 35:2, 10, 19, 22 36:1, 4, 13, 17 37:6, 21, 23,	24 38:6, 15 39:8, 10, 12, 20 40:2, 7 84:24 85:4, 8, 10, 13, 19, 23 89:6, 20 90:5, 11, 12 92:8, 14 93:1, 7, 19 94:11 96:18 97:1, 2, 7, 8, 16, 18 98:1, 5, 12, 19 99:21, 22 105:1, 6, 11, 13, 21 106:2 108:13 109:24 110:7, 12, 13, 16, 17 111:5, 17, 22 112:4, 7, 21, 23 113:12 119:20 120:7, 21, 25 121:1, 5, 8, 11 <b>minute</b> 11:19 75:25 <b>minutes</b> 19:17 <b>mirrors</b> 73:12 <b>misalignment</b> 73:9, 11 <b>missed</b> 125:15, 20 <b>missing</b> 19:14 43:10 <b>mistaken</b> 106:23 <b>model</b> 83:23 <b>models</b> 83:21 <b>modified</b> 41:13 <b>moment</b> 9:19 18:8, 12 33:2 44:8 51:18 <b>money</b> 78:2 82:21 83:1, 3 <b>MONICA</b> 1:7 2:6 4:2 5:25 6:11 7:10, 17, 21 8:5, 14 9:7, 17, 25 10:18 11:5, 25 12:8 13:11 14:18, 22 15:13, 24 16:4, 13 17:11, 17 18:10, 21 19:8, 20, 24 21:10 22:17 23:4, 10, 16 24:4, 16, 24 25:8 26:9 28:3, 14 29:8, 21 30:9, 21 32:9,	23 33:10, 17, 24 34:4, 22 35:14, 17, 24 37:10, 15, 25 38:23 39:13, 22 40:9, 14, 24 41:10, 22 42:25 43:23 44:6, 21 45:16 46:8, 11, 17, 21 47:4, 11, 24 48:4, 10, 13, 23 49:22 50:14 51:1, 20, 23 52:7, 10, 24 53:7, 20 54:14 55:23 56:1, 10, 19 57:13 58:1, 12 59:10 60:15, 19 61:5, 20 62:13, 17 63:1, 6, 19 64:2, 14 65:5, 8, 17, 20 66:1, 8, 13 67:21 68:18, 23 69:11 70:8, 15 71:5, 20 73:10, 24 74:7, 17 75:15 76:5, 19 77:18, 22 78:5, 14, 23 79:12, 15, 21 80:2, 12 81:9 82:2, 19, 24 83:5, 9, 12 84:1, 18 85:12 86:11 87:9, 14, 19, 23 88:2, 16, 20 89:15, 24 90:24 91:4, 10, 13, 23 92:3, 18 93:3, 8 94:24 95:13, 24 96:8, 21 97:11 98:2, 7, 13, 21, 24 99:8, 25 100:6, 11, 14, 23 101:3 102:8, 13, 22 103:3, 23 104:1, 6, 11, 19 105:4, 8 106:5, 11, 14, 20 107:3, 13 108:8, 16 109:5, 16 110:9, 10, 15 111:11 112:1, 11, 16 113:6, 21 114:7, 25 115:4, 23 116:18	117:13 118:3, 18 119:8, 15, 24 120:7, 13, 20 121:10, 18 122:10, 13 123:3, 10, 15 124:8 125:8, 19 126:13 <b>monitor</b> 22:22, 23 <b>monitored</b> 126:4 <b>month</b> 8:19, 20, 24 9:1 25:10 66:7 113:9 <b>monthly</b> 8:12 16:23 25:2, 9 31:15 65:9, 15 66:6, 16, 17, 18, 23 68:25 69:20 86:6 122:15 <b>months</b> 8:25 43:6 92:11 93:6, 24 113:22 114:12 123:17 <b>month-to-month</b> 124:15 <b>motivations</b> 78:21 <b>motives</b> 96:4 <b>move</b> 10:25 15:8 16:5 18:23, 25 19:23 40:15 44:10 47:14 48:16, 25 <b>moved</b> 22:6 110:6 <b>moves</b> 77:15 <b>moving</b> 25:14 <b>multiple</b> 8:3  <b>&lt; N &gt;</b> <b>named</b> 10:1 71:20 <b>names</b> 122:19 <b>nature</b> 20:10 90:5 121:1 <b>NCR</b> 126:21 127:2 <b>NCRs</b> 69:21 <b>necessarily</b> 20:4 23:25 69:7 86:25 97:20 101:12 120:18
---	---	--	--	--

<p><b>necessary</b> 22:5 24:10 <b>needed</b> 9:2 21:14 34:8 43:11 61:16 93:22 103:12 <b>needs</b> 13:10 23:1, 8 41:13 55:21 126:3 <b>negotiation</b> 100:22 <b>nevertheless</b> 89:22 92:1 <b>new</b> 57:3 61:25 62:8, 18, 24 95:15 <b>noncompliance</b> 126:22 <b>noncompliant</b> 45:3  <b>nonconformance</b> 69:22 126:21 127:2 <b>nonminor</b> 85:18 101:20 <b>nontypographica</b> l 5:5 <b>normally</b> 19:12 20:5 <b>note</b> 113:24 <b>noted</b> 45:4 <b>notes</b> 128:13 <b>notice</b> 26:10, 13, 14, 15, 16, 17 31:20 32:7 59:20 60:21 72:7 75:10, 20 76:25 80:4 81:21 88:8, 18, 19 89:14, 23 90:23 92:25 101:5, 9 102:11 103:1, 5, 11, 15, 19, 25 106:18, 22, 25 108:11 112:8 117:22 <b>notices</b> 80:14 82:4 <b>notificationwise</b> 27:21 <b>notified</b> 57:6 80:23 <b>notifies</b> 18:16 <b>notify</b> 80:16</p>	<p><b>notwithstanding</b> 89:18 90:21 115:12 <b>number</b> 7:5, 23 11:11 14:5 15:4, 5, 7 65:12 83:17, 19, 20 87:25 88:3 89:9 90:7, 16 91:6, 19 114:6 115:16  &lt; O &gt; <b>object</b> 5:22 <b>objected</b> 5:9 <b>obligation</b> 25:5 44:25 80:21 <b>obligations</b> 29:7 43:14 117:4 <b>observed</b> 67:4 68:24 <b>observing</b> 68:15 <b>obtain</b> 4:4 119:20 <b>obtaining</b> 76:17 <b>obvious</b> 23:13 <b>OC</b> 51:6 <b>occasionally</b> 64:12 <b>occupancy</b> 90:7 93:25 <b>occupies</b> 90:8 <b>occurred</b> 17:16, 18 41:4 79:11 80:9 <b>occurrence</b> 80:5 <b>occurrences</b> 117:1 <b>occurring</b> 78:19 <b>odd</b> 10:4 <b>offering</b> 63:2 <b>offers</b> 55:17 <b>official</b> 43:2, 12 110:15 111:17 113:2 <b>officially</b> 118:11 <b>OLRT</b> 113:7, 11 <b>OLRTC</b> 51:5 119:6 <b>ones</b> 97:9 <b>ongoing</b> 17:10 <b>open</b> 127:3 <b>operating</b> 114:18</p>	<p><b>operation</b> 48:1, 7 <b>operational</b> 18:13 48:12 49:12 50:10, 16 <b>operationally</b> 36:11 <b>operations</b> 47:22 48:2 <b>opine</b> 115:20 <b>opinion</b> 13:6, 12 20:12 27:2, 7 29:15 30:11 36:19 37:3, 20 59:4 62:7 63:7 64:9, 18 65:22 72:8 75:3, 10 76:6 90:13 93:15 95:3, 14 97:21 98:4, 11, 25 99:7 103:6, 7 106:23, 24 108:17 110:4, 8 112:20, 21 113:13 115:9, 24 119:1 124:13 126:2 <b>opinions</b> 13:1 <b>opportunity</b> 5:1 <b>opposed</b> 58:10 <b>options</b> 25:25 126:11 <b>oral</b> 119:23 <b>order</b> 4:16 22:25 37:4 45:11 61:16 66:11 78:1 85:25 <b>ordinary</b> 19:11 22:12 <b>original</b> 61:24 125:15 <b>OTTAWA</b> 1:6 7:14, 19 14:21 20:11 21:21, 22 66:2 <b>outcome</b> 12:5 20:13 91:12, 13 104:17 <b>outlined</b> 71:12 <b>outlines</b> 7:5 <b>outset</b> 33:16 <b>Outside</b> 64:11, 15 99:9</p>	<p><b>outstanding</b> 27:17 90:16 91:19 105:19 120:3, 4, 16, 17 <b>overabundance</b> 85:20 <b>overall</b> 115:18 <b>overriding</b> 125:23 <b>overrule</b> 39:6, 20 <b>overstrict</b> 86:2 <b>overview</b> 124:16 125:25 <b>owner</b> 36:6  &lt; P &gt; <b>p.m</b> 1:16 4:1 64:21, 22 127:15 <b>P3</b> 6:17 <b>PA</b> 11:6, 8 16:15 17:23 20:25 21:11 27:15 31:5 32:10 35:1 41:12 44:20 45:3, 6, 15, 24 54:25 56:21, 23, 24 57:1, 7, 8, 10, 14, 21, 25 58:5, 21, 25 59:14 60:3, 8, 25 61:1, 11, 17, 20, 24 62:2, 12, 17 63:23 66:2 67:13 68:11 72:2 74:24 80:15 81:11, 20 85:3 86:19 92:6 98:9 100:8 105:24 110:5 115:25 116:3, 4 126:14, 15, 22 127:1 <b>paid</b> 20:24 72:21 79:3 <b>paragraph</b> 16:6 24:25 25:15, 17 33:21 40:17 47:16 49:2 53:13 55:8 <b>paragraphs</b> 25:24 <b>part</b> 6:14 11:12 22:1 34:17</p>	<p>41:9 59:9 60:24 61:15 78:6 79:7 82:9 86:18 91:16 101:13 105:6 108:22 111:11 <b>participant</b> 115:15 <b>participants</b> 1:15 2:5 4:23 5:4 <b>participate</b> 24:9 <b>particular</b> 10:6 20:11 29:25 30:24 31:15 35:21 38:25 67:8 72:3 85:17 103:3 109:2 115:17 121:15 <b>particularly</b> 84:14 85:9 <b>particulars</b> 101:12 <b>parties</b> 11:7, 10 13:10 16:15 17:23 18:9 23:2, 5 25:7 28:8, 13, 17 29:10, 23 32:10, 14 35:12 37:14, 20 38:6, 17, 20 39:11, 16 40:6 41:2 45:6 55:2, 3, 21 56:16, 24 58:7 59:16 60:24 61:10, 19, 20 62:2, 17, 22 63:24 64:12 66:2 67:13 68:11, 15, 22 69:10 72:16 73:15 78:22 81:1, 20 83:24, 25 85:21 86:17, 19 88:11 92:5 97:23 100:8 107:9 108:3 110:5 111:8 112:9 113:1 116:3 118:22 119:21 <b>partnership</b> 86:21</p>
---	---	--	--	---

<p><b>party</b> 11:8 23:3 28:18 58:25 62:13 86:12 <b>party's</b> 58:17 59:4 87:1 <b>pass</b> 42:2, 8 45:14 54:4, 12, 13 55:11 57:17 63:17, 18 64:1 <b>passed</b> 44:5 55:16 114:6 <b>pause</b> 87:21 <b>pay</b> 21:23 <b>payable</b> 82:21 <b>payment</b> 20:21 21:1 25:18 72:11, 14 73:14 74:14, 21, 23 75:3, 4 76:7, 18, 22 77:21 <b>payments</b> 71:12 72:1 73:11, 17, 19, 22 74:2, 5, 11 75:14, 19 76:11, 12 78:1 <b>penalties</b> 81:6, 12, 17 83:7 <b>people</b> 45:22 <b>people's</b> 43:7 68:2 <b>perceive</b> 76:14 <b>perceived</b> 118:17 <b>percent</b> 11:7 85:3 <b>perception</b> 77:24 78:4, 6 86:8 <b>perfect</b> 85:1 <b>perfectly</b> 85:3 <b>perform</b> 22:25 23:7, 15 29:9 <b>performance</b> 15:19 17:8 49:13 50:10, 16, 21, 22 55:17 68:1 69:8, 18 <b>performed</b> 26:4 32:6 70:5 88:25 <b>performing</b> 10:13 22:13 29:1 48:7 <b>period</b> 52:13 56:9 116:1, 20</p>	<p>122:13 <b>perjury</b> 5:19 <b>permits</b> 4:9 90:7, 8 94:1 <b>person</b> 5:14 52:17 <b>personally</b> 85:16 <b>perspective</b> 78:17, 19 79:19, 20 95:8 111:24 116:15 <b>phase</b> 8:18 18:14 47:22 49:18 <b>photographs</b> 67:2 <b>phrase</b> 58:14 <b>pick</b> 64:23 <b>place</b> 5:18 24:2, 14 95:1 114:5 <b>placed</b> 128:7 <b>Plan</b> 16:7, 10, 12, 14 41:23, 25 42:4, 18, 20, 23 43:8, 16 44:16 45:3, 18, 21, 24 46:13, 24 47:3, 15 113:18 <b>plans</b> 121:2 <b>played</b> 7:13 <b>pleasantly</b> 86:22 <b>point</b> 13:20 18:19 32:11 35:9 52:23 57:5 62:22 66:7 67:19, 21 71:2 80:11 83:4 87:8, 13 91:21 96:13 98:16, 17 99:17 105:9, 16 109:6 110:4 113:1 114:14 119:12 <b>pointing</b> 14:9 71:2 <b>pole</b> 22:6 <b>position</b> 26:18 37:22 54:13 55:3 60:3 63:18 70:12 76:20 79:25 80:8 86:12 90:10 92:16 95:9, 14 96:7</p>	<p>99:19 108:2 109:12, 14 116:23 118:15 <b>possibility</b> 29:22, 24 30:11 118:12 <b>possible</b> 39:9 111:7 <b>possibly</b> 36:10 40:3 93:18 121:1 <b>posted</b> 4:18 <b>posts</b> 31:24 <b>power</b> 24:18 56:20 <b>practice</b> 60:4 <b>preamble</b> 53:11 <b>prejudice</b> 14:13 <b>preparation</b> 33:4 53:23 <b>prepare</b> 16:14 25:2, 9 66:22 <b>pre-RSA</b> 105:20 106:2, 6 108:13 109:13 <b>PRESENT</b> 2:10 24:13 36:19 <b>presented</b> 30:18 42:23 44:4 53:11 68:14 96:5 <b>presenters</b> 128:9 <b>presenting</b> 54:10 <b>presents</b> 63:16 <b>pressure</b> 75:13, 15 76:14 77:25 <b>pressures</b> 78:12 <b>presume</b> 29:16 <b>pretty</b> 117:4 <b>previous</b> 20:16 61:23 62:6 91:20 92:24 <b>pricing</b> 13:24 14:10 <b>primary</b> 117:12 <b>prior</b> 25:3 26:4 27:18 34:2 35:12 43:6 52:11 89:13 92:11 103:10, 20 104:2 105:25 107:11</p>	<p>112:9 <b>problem</b> 70:13 <b>problems</b> 116:13 <b>procedural</b> 4:16 <b>procedure</b> 30:17 43:21 44:17, 18 45:13 54:6 56:3 57:9, 11 58:7, 10 <b>proceed</b> 6:4 14:14 <b>proceeded</b> 84:5 <b>proceeding</b> 5:13 <b>proceedings</b> 5:17 128:5 <b>process</b> 20:25 26:7 27:20 28:1, 18 32:18, 21 35:25 36:5 42:11, 12 43:11 56:15 58:4 59:11, 14, 17 60:8, 12, 14 64:11 68:16 72:5 75:7 80:15, 18 81:3, 22, 24 82:6 85:13, 22 86:3 93:12, 13 103:9 107:14 111:16 <b>procurement</b> 83:21, 23 84:5 <b>produce</b> 25:6 66:12 <b>produced</b> 126:25 <b>product</b> 100:20 101:18 <b>production</b> 125:21 <b>professional</b> 7:8, 9 12:14 <b>professionals</b> 12:25 15:20 16:2 39:1 <b>program</b> 110:24 <b>progress</b> 16:22 18:1 34:6 36:7 67:4 93:20, 24 113:16 122:2 124:18 <b>progressed</b> 126:1</p>	<p><b>project</b> 6:15 7:20 8:2, 18, 21 9:5, 6, 16, 22 10:14, 21 12:4, 5, 12, 15, 23 13:5, 7, 9, 12, 15, 16, 21 14:21 16:3 17:21, 22 20:11, 14, 24 21:4, 11 22:9 23:18 24:15, 23 27:11 30:15 32:22, 24 33:8, 12 34:3, 6, 18 35:23 36:22 38:1 40:13, 20 41:20 42:21, 24 43:2 44:15 47:8, 9, 22, 25 48:6 50:13 58:11, 15 65:2, 23 66:7, 14, 21 68:14 71:4 73:12, 20 74:14, 19 79:11 80:1 81:8, 15 82:1, 12, 22 83:16, 23 84:4, 21 86:10 87:6 89:7 92:2 103:4, 9 110:19 113:5 114:5, 9 115:11, 17, 22 116:2, 6, 7, 13, 17 117:12 118:17 122:9 <b>ProjectCo</b> 18:16 20:24 21:18, 23 26:10 27:2 28:1, 8, 20 29:6, 14 30:18 31:2, 18 32:14 34:14 35:3 36:6, 9 37:13 38:25 51:3, 5 59:1 66:2, 16, 17, 19 68:20 72:6, 11, 22 74:25 75:9, 13, 18, 20 76:15, 18 77:20, 24 78:12 79:1, 24 80:20 81:6 83:3, 8, 15 84:11 85:24 86:7, 9 88:8, 18, 25 89:10 93:24</p>
--	---	---	--	--

94:15, 20 100:22 102:19 106:10 110:21 112:17 113:23 117:24 118:9 122:23 <b>ProjectCo's</b> 27:6 76:20 79:19 90:4 <b>projects</b> 6:18 8:13 20:23 83:18, 20 84:8 86:17 114:15, 18 115:16 116:9, 12 117:15 <b>properly</b> 44:2 <b>prosecution</b> 5:18 <b>prospective</b> 49:16, 18 <b>prove</b> 26:22 50:4 <b>provide</b> 6:17 16:22 17:12 20:5, 18 21:1 27:1 64:9, 17 65:21 67:3 72:16 76:6 80:21 89:25 97:25 98:11 99:6 115:8 <b>provided</b> 7:3 46:25 90:23 101:1 106:15, 21 122:8 125:12, 18 <b>provider</b> 51:5 <b>provides</b> 17:5 20:7 48:20 59:1 70:24 72:7 73:21 97:20 125:24 <b>providing</b> 6:20 11:14 13:6, 11 111:20 <b>provincial</b> 72:17, 25 <b>Provincial-</b> <b>Ontario</b> 71:9 <b>proving</b> 50:3 <b>provision</b> 15:9 60:25 <b>provisions</b> 15:1 <b>public</b> 4:6, 15, 19 5:7	<b>pull</b> 7:2 51:16, 18 65:2 96:10 100:1 <b>pure</b> 108:21 <b>purpose</b> 4:4 65:18 67:9 97:17 <b>purposes</b> 96:25 99:17, 22 108:15 <b>Pursuant</b> 5:6 72:19 <b>put</b> 15:4 19:21 29:13 32:5 62:21 69:5 90:18 98:15 99:16 104:9 109:3 124:7 <b>putting</b> 68:21 100:21  <b>&lt; Q &gt;</b> <b>qualify</b> 42:2, 8 85:19 <b>qualitatively</b> 97:25 <b>quality</b> 12:4, 17 16:7, 10, 11, 14 46:12 66:18 68:1 69:8, 19, 20 70:1, 4, 10 110:23 <b>Queen</b> 21:15 <b>question</b> 5:9, 22 28:6 50:8 53:10 54:8 58:23 62:15 63:12, 19 76:2, 10, 22 77:13 78:20 92:24 98:16 108:10 110:12 120:22 <b>questioned</b> 38:2 39:23 <b>questioning</b> 40:2 <b>questions</b> 4:9, 10 5:24 6:7 7:7 14:11 38:9 52:5 64:24 73:18 82:10 87:17 90:19 109:18, 21 117:8 127:5, 12 <b>quickly</b> 13:23	63:11 80:23 <b>quiet</b> 103:13 <b>quite</b> 6:12 8:23 31:25 75:16 80:13 81:14 86:19 88:22 93:21 116:2  <b>&lt; R &gt;</b> <b>RAIL</b> 1:6 7:14 83:18 <b>raised</b> 68:20 69:10 <b>raising</b> 68:13 <b>reach</b> 39:9 59:24 <b>reached</b> 38:21 <b>read</b> 40:22 68:3, 4 <b>readily</b> 115:7 <b>reading</b> 19:24 <b>ready</b> 18:17 <b>realignment</b> 21:15 <b>realistic</b> 125:17 <b>really</b> 9:1 29:3 34:17 76:20 89:25 102:22, 23 108:17 110:3 112:6 115:4 116:20 118:19 123:3, 15, 23 <b>reason</b> 40:2 63:3 103:17 108:5 109:3 <b>reasonable</b> 60:6 63:9 <b>reasoning</b> 89:25 123:22 <b>Rebecca</b> 2:7 6:3 13:22 14:15 19:16, 19 58:22 63:10, 21 64:7 75:24 76:3, 5 87:21 95:20 97:14, 22 109:22 120:9 127:6, 7 <b>recall</b> 42:24 49:3 57:14, 20 60:21, 22 78:14 79:10, 14 81:14 88:5 91:11 98:14 101:13	102:23 104:6, 17 105:5 110:16 111:4, 6, 19 120:6 122:6 <b>receivable</b> 5:15 <b>receive</b> 22:22 23:8, 10, 19 72:24 73:8 76:21 112:8 <b>received</b> 24:2 <b>receiver</b> 56:24 <b>receiving</b> 23:1, 14 24:22 77:21 <b>RECESSED</b> 64:21 <b>recharacterized</b> 97:16 <b>recipient</b> 56:17, 20 <b>recognize</b> 14:17 46:7 51:17, 19 65:4 91:2 104:10 <b>recollection</b> 32:20 34:1 57:15, 23 77:16, 24 80:7, 13 81:5, 24 85:11, 12 87:18 90:20 104:4 110:18 125:21 <b>recollections</b> 81:11 <b>recommendation</b> <b>s</b> 116:12, 24 <b>record</b> 12:15, 25 13:23 15:4, 20 16:2 23:13 29:14 30:3 31:9 39:1 46:10 51:22 52:1 63:23 65:7 96:10 127:14 <b>recorded</b> 119:22 128:11 <b>records</b> 120:5 <b>rectified</b> 34:21 35:3, 11 112:18 <b>rectify</b> 85:25 <b>reference</b> 30:15 40:12 <b>references</b> 20:19	<b>referred</b> 82:7 <b>referring</b> 95:11 <b>refers</b> 65:16 <b>reflected</b> 74:12 83:2 <b>reflection</b> 9:4, 13 24:1 <b>regardless</b> 27:25 74:15 99:23, 24 110:7 <b>regards</b> 25:18 <b>regular</b> 60:11 <b>rejected</b> 45:4 <b>relate</b> 44:19 <b>related</b> 34:5 71:25 74:5 75:4 76:7 <b>relates</b> 12:12 20:17 98:21 <b>relating</b> 120:5 <b>relation</b> 21:14 80:8 <b>relations</b> 86:24 <b>relationship</b> 83:15 86:8 116:4 <b>reliable</b> 55:18 <b>relief</b> 80:5 117:23 119:4 <b>relocates</b> 21:22 <b>remain</b> 127:2 <b>remaining</b> 34:17 <b>remember</b> 88:15 93:16 100:17 121:13 <b>remind</b> 95:20 <b>remobilize</b> 18:19 <b>remotely</b> 1:15 <b>removed</b> 110:1 <b>repeat</b> 39:14 42:3 54:4 74:8 76:2 100:24 <b>rephrase</b> 92:23 <b>report</b> 16:23 25:10 26:2 27:12, 16 65:9, 10, 19, 25 66:6, 12, 16, 22 67:3, 7, 8, 12, 23 68:3, 8, 9 69:20 70:11, 25 71:1, 10 87:11 88:17, 22, 23 91:5, 12, 14, 16, 20 92:21 104:12, 18, 19,
---	--	--	---	--

24 105:7 106:13 124:15 126:17, 21 <b>Reporter</b> 128:4, 20 <b>REPORTER'S</b> 128:1 <b>reporting</b> 23:20 124:17 <b>reports</b> 25:2, 12 65:15 66:18 69:22 122:5 125:1 <b>represented</b> 39:11 <b>representing</b> 39:16 52:14 <b>requested</b> 64:19 <b>requests</b> 20:21 <b>required</b> 5:20 8:11 18:2 26:3 43:1 58:9 88:25 122:15 <b>requirement</b> 31:12 35:15 45:15 48:21 58:15, 21 59:5, 13 61:17 62:18, 23 92:22 94:8, 9 96:23 97:3 103:14 126:14 127:1 <b>requirements</b> 12:11, 23 13:5, 7, 12, 15 18:20 26:19, 23 27:15 31:3, 5 32:13 34:15 40:16 43:21 44:19 45:11, 12 49:13 50:5, 13, 16, 23 51:11 57:8, 10, 12, 20 58:20 60:9 61:6, 10, 12, 15, 21, 24, 25 62:6, 8, 24 69:6 78:20 84:4, 15, 21, 23 85:2, 5 87:4 88:12 90:3 92:7 93:4, 10 94:3 95:1, 6, 15, 16, 19 96:16, 24 101:16 102:5 103:10, 12 104:20	107:16, 24 108:2, 4 121:24 126:15 <b>requires</b> 16:8 47:9 59:2 <b>resequencing</b> 117:19 <b>resolution</b> 59:20 64:11 81:2, 21 <b>resolved</b> 91:22, 25 <b>resources</b> 10:9, 22 <b>respect</b> 54:8 71:18 81:25 109:24 110:8 <b>responsibilities</b> 8:16 9:10 22:19 110:22 117:3 <b>responsibility</b> 15:18 44:22 45:18 <b>responsible</b> 12:15 15:22 23:17, 19 39:3 44:23 <b>rest</b> 124:2 <b>restart</b> 42:3 54:4 <b>result</b> 11:15 16:20 54:2 55:11 59:14 77:19 <b>results</b> 10:16 52:16 53:15, 24 54:11, 16, 19, 24 63:4, 17, 25 118:23 <b>RESUMED</b> 64:22 <b>retrospect</b> 49:19 <b>Revenue</b> 17:19 25:21 26:14 27:22 33:19 67:16 81:13 104:12, 21, 23 105:2, 14 106:18 107:6, 9, 17, 22 108:7, 15 114:3 115:24 122:20 <b>review</b> 5:2 18:20 19:17 22:23 30:19, 22	32:2 36:9, 17 43:3, 13, 14 44:23, 24, 25 45:1, 5, 17, 21 49:11, 19 53:18 54:9, 19, 20 59:15 64:18 68:16 70:6, 14, 16 71:13 87:15, 23 103:14 119:25 124:9, 12, 23 <b>reviewed</b> 34:13 42:5 45:4 52:16 53:6, 16 54:17 70:11 103:10, 19 <b>reviewing</b> 24:13 29:2 42:22 66:10, 11 84:11 <b>reviews</b> 43:2, 3 52:21 66:19 <b>revised</b> 41:23 <b>revisions</b> 42:22 123:8, 11 <b>RFI</b> 62:5 <b>road</b> 59:19 <b>roadworks</b> 21:17 <b>role</b> 6:19, 21 7:19 8:16 11:8, 24 12:1, 20 20:18 21:1 23:1, 22 29:3, 9 30:12 32:9 41:7, 11, 14, 17 45:5 46:15 47:12, 17, 21 48:2 50:19 59:22 60:11 62:23 65:1 71:18, 23, 25 74:1 75:5 76:23 78:23 81:17 82:16, 25 83:5, 7, 9, 12, 19 86:16, 23 99:12 109:6 117:2, 5 124:9 126:14 <b>roles</b> 6:23 7:6, 13, 24 8:7 9:9 10:8 70:22 <b>roundabout</b> 102:25	<b>route</b> 81:20 126:20 <b>routine</b> 64:24 <b>RSA</b> 12:10 105:25 106:25 109:7, 15 125:7, 14 <b>RTG</b> 51:25 <b>RTG's</b> 119:11 <b>RTM</b> 51:5 <b>run</b> 42:12 87:5 <b>running</b> 40:18 41:1, 4, 9, 21, 23 42:11, 16 43:5, 6 44:8, 17 45:9, 18 46:2 49:3, 5, 24 50:2, 4, 19 51:4, 24 52:9, 11, 13, 15, 19 53:5, 15, 18, 23 54:6, 9 55:10, 13, 16 56:3, 5, 9, 22 57:8 58:6 59:12 60:18 63:25 111:9 <b>runs</b> 16:23  < S > <b>safety</b> 36:10 <b>sake</b> 23:13 24:21 25:14 30:3 40:11 96:9 100:2 <b>satisfaction</b> 35:12 <b>satisfied</b> 26:19, 23 28:21 41:12, 14 103:12 <b>satisfies</b> 50:25 <b>satisfy</b> 26:11 31:12 89:1 <b>scenario</b> 85:2 <b>scenarios</b> 41:16 42:2, 9 50:1 <b>scenes</b> 52:22 <b>schedule</b> 40:19 43:1 44:24 49:7 54:24 59:23 69:15, 17 71:12, 16 72:12 77:9 78:18 79:14 80:21 82:6 117:17 118:21 122:15, 18, 20, 21, 25	123:8, 13, 17 124:4, 10, 11, 13, 14, 16, 21 125:2, 9, 22, 24 126:3, 18, 25 <b>schedules</b> 66:17 122:7, 9, 17 125:12 126:12 <b>scheduling</b> 69:6 <b>scope</b> 34:8 74:6, 16 75:4 76:7 77:1, 3 78:24 83:2 101:23 110:4 <b>scorecard</b> 52:16 53:24 55:10 <b>scorecards</b> 53:6 55:20 <b>screen</b> 51:19 104:10 <b>se</b> 11:16 <b>SECHIARI</b> 1:7 2:6 4:2, 3 5:25 6:5, 11 7:10, 17, 21 8:5, 14 9:7, 17, 25 10:18 11:5, 25 12:8 13:11 14:16, 18, 22 15:13, 24 16:4, 13 17:11, 17 18:10, 21 19:8, 22, 24 21:10 22:17 23:4, 10, 16 24:4, 16, 24 25:8 26:9 28:3, 14 29:8, 21 30:9, 21 32:9, 23 33:10, 17, 24 34:4, 22 35:14, 17, 24 37:10, 15, 25 38:23 39:13, 22 40:9, 14, 24 41:10, 22 42:25 43:23 44:6, 21 45:16 46:8, 11, 17, 21 47:4, 11, 24 48:4, 10, 13, 23 49:22 50:14 51:1, 20, 23 52:7, 10, 24 53:7, 20 54:14 55:23 56:1, 10,
---	--	--	---	---

19 57:13 58:1, 12 59:10 60:15, 19 61:5, 20 62:13, 17 63:1, 6, 19 64:2, 14 65:5, 8, 17, 20 66:1, 8, 13 67:21 68:18, 23 69:11 70:8, 15 71:5, 20 73:10, 24 74:7, 17 75:15 76:19 77:18, 22 78:5, 14, 23 79:12, 15, 21 80:2, 12 81:9 82:2, 19, 24 83:5, 9, 12 84:1, 18 85:12 86:11 87:9, 14, 19 88:2, 16, 20 89:15, 24 90:24 91:4, 10, 13, 23 92:3, 18 93:3, 8 94:24 95:13, 21, 24 96:8, 21 97:11 98:2, 7, 13, 21, 24 99:8, 25 100:6, 11, 14, 23 101:3 102:8, 13, 22 103:3, 23 104:1, 6, 11, 19 105:4, 8 106:5, 11, 14, 20 107:3, 13 108:8, 16 109:5, 16, 21 110:10, 15 111:11 112:1, 11, 16 113:6, 21 114:7, 25 115:4, 23 116:18 117:13 118:3, 18 119:8, 15, 24 120:7, 13, 20 121:10, 18 122:10, 13 123:3, 10, 15 124:8 125:8, 19 126:13 <b>second-last</b> 53:14 <b>section</b> 5:7, 20, 23 17:5 19:4 40:16 47:15 48:19 67:7, 10, 20, 22 68:9	69:12 71:7 87:22 92:20 96:22 126:18 <b>sections</b> 14:24 66:4 <b>seek</b> 64:12 <b>seeking</b> 75:18 76:15 <b>senior</b> 36:24 37:12, 13 <b>sense</b> 42:6 43:12, 19, 25 49:16 75:12, 17 84:11, 16 85:6 90:21 93:5, 23 108:12 115:3 123:6 <b>sentence</b> 49:23 53:12, 14 <b>separate</b> 105:7 <b>separately</b> 54:21 <b>serve</b> 55:12 <b>service</b> 17:1, 12, 19, 25 18:15 20:13 21:4 22:13 26:14 27:22 29:2 33:19 51:5 55:19 57:18 81:13 104:12, 21, 23 105:3, 14 106:18 107:9, 17, 22 108:7, 15 114:3 115:25 122:20 <b>services</b> 6:17 11:12, 14, 15, 17 15:11, 12, 16 16:19 17:9 18:3, 7, 11, 14 19:3, 5, 6 20:5 46:25 47:2 48:8 64:16, 17 99:9, 11 107:6 117:3 <b>set</b> 31:24 41:11 43:21 49:3 57:21 72:12 74:3, 13, 19, 23, 25 75:1 81:8 82:22 83:23 84:3 128:6 <b>sets</b> 83:18 87:11	<b>setting</b> 41:15 42:7 86:2 <b>sewer</b> 21:17 <b>sewers</b> 21:16 <b>shared</b> 4:22 5:3 11:7 101:8, 11 102:3 107:18 109:1 <b>sharing</b> 66:15 <b>Sheet</b> 106:9, 13 107:2, 5 108:3, 23 109:4, 7, 18 110:2 120:19 121:4, 8 <b>shifts</b> 62:23 <b>Shorthand</b> 128:4, 13, 20 <b>shortly</b> 44:11 <b>shot</b> 95:12 <b>show</b> 101:20 <b>showed</b> 101:24 <b>side</b> 73:6 <b>sides</b> 39:19 <b>signature</b> 46:20 <b>signed</b> 52:6, 15 53:25 <b>significant</b> 76:13, 17 <b>signing</b> 40:25 51:10 55:15 <b>similar</b> 22:15 37:17 54:7 72:5 106:15 107:13 <b>simply</b> 56:16 58:5 61:2 <b>sink</b> 80:25 <b>sinker</b> 117:22 <b>sinkhole</b> 79:11 80:8 82:5 117:14 118:1, 6, 10, 15 <b>sit</b> 55:2 <b>site</b> 30:20, 22 66:15, 24 67:1, 5 68:25 124:17 <b>situation</b> 26:16 28:16, 22 29:25 <b>situations</b> 29:17 <b>slippage</b> 78:18 <b>small</b> 48:17 <b>sole</b> 98:8 <b>solely</b> 51:2 118:5	<b>solemn</b> 4:5 <b>somewhat</b> 58:16 <b>soon</b> 80:14, 17 90:11 <b>sorry</b> 15:3 20:18 39:13 53:13 74:7 100:23 <b>sort</b> 10:15 16:1 18:19 21:24 22:2, 11 29:8, 12 30:3 32:20 33:13, 15 38:21 48:19 64:25 67:12 74:1 75:8, 22 78:18 80:25 82:11, 15 84:3, 15 88:7, 9 101:17 108:5 112:25 113:7 114:11 115:15 116:13 118:11 119:13 120:21 122:24 123:21 125:25 126:2 <b>sorts</b> 81:12 <b>sought</b> 64:10 119:4 <b>sounds</b> 112:6 <b>South</b> 52:25 <b>sparse</b> 125:22 <b>speak</b> 6:12 11:1 12:4, 5, 6 53:4 59:10 89:11 93:8 95:2 104:2 <b>speaking</b> 8:11, 17 9:9 17:4 18:23 20:1 22:7 38:12 39:22 59:11 64:6 65:19, 20 70:18 76:5 <b>speaks</b> 15:15 70:21 93:16 <b>specific</b> 24:6 30:15 52:9 67:14 87:22 104:4 <b>specifically</b> 40:12 69:10 <b>specifications</b> 50:20 <b>specifics</b> 98:14	<b>specified</b> 49:11 50:9, 23, 25 <b>specifying</b> 50:11, 15 <b>specs</b> 57:15 <b>speculate</b> 23:25 95:21 96:3 108:25 <b>speculating</b> 123:5 <b>speculation</b> 94:4 108:21 <b>spoke</b> 18:24 94:8 <b>sports</b> 9:11 <b>spreadsheet</b> 113:10 <b>stage</b> 114:1 <b>standard</b> 117:4 <b>standards</b> 13:14 69:8 <b>standpoint</b> 115:18 <b>start</b> 17:6 30:23 31:1 32:7 53:13 59:8, 25 88:8 <b>started</b> 31:18 66:25 77:17 <b>starting</b> 102:19 <b>statements</b> 128:9 <b>states</b> 96:22 <b>stating</b> 41:1 <b>stations</b> 57:18 <b>status</b> 10:21 23:18 25:9 45:23 65:9, 15, 22 66:6 71:8 <b>stay</b> 39:17 <b>Stenographer/Tra nscriptionist</b> 2:11 <b>stenographically</b> 128:11 <b>step</b> 18:9 31:6 111:12 <b>stepped</b> 119:13 <b>steps</b> 26:25 59:23 60:1 <b>stick</b> 95:22 <b>stone</b> 75:1 <b>stoppers</b> 101:21 <b>strained</b> 86:24 <b>Street</b> 21:15
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<p><b>strict</b> 84:14 85:9 <b>strictly</b> 44:3 55:19 70:6, 13, 15 74:13 78:20 <b>sub</b> 89:9 <b>subject</b> 13:25 14:6 60:5 99:13 118:20 <b>submission</b> 31:8 66:20 120:5 <b>submissions</b> 66:19 121:2 <b>submit</b> 16:14 122:16 <b>submittal</b> 43:14 45:2 <b>submitted</b> 25:3 41:24 122:16 <b>subsection</b> 25:25 <b>substantial</b> 8:22, 25 12:10 25:19 26:13 27:21 30:23, 25 31:3, 17, 19 32:1, 17 33:2, 18 34:23 36:8 37:5, 8 67:16 69:15 72:5 84:13, 19 85:14 87:12 88:7, 19 89:2, 21, 22 91:5, 15, 17, 20 92:4, 7, 16, 25 94:5, 16, 22, 25 95:5, 6, 10 96:25 97:5 99:18, 20 100:7 101:4, 7, 21 102:11, 15 103:2, 14, 21 105:12 106:15 107:14 108:1, 11, 21 109:12 110:14, 21 111:18, 25 112:19 114:13, 23 115:13 118:5 121:12, 19, 20 122:1 126:8 <b>substantially</b> 92:2</p>	<p><b>success</b> 42:9 43:17 <b>successful</b> 41:2, 5 87:5 <b>such-and-such</b> 61:1, 3 <b>sufficient</b> 13:10, 13 <b>suggestions</b> 116:14 <b>sum</b> 78:2 83:1 <b>summarize</b> 82:14 <b>sums</b> 82:20 <b>supporting</b> 26:22 <b>suppose</b> 39:23 70:21 74:9 86:5 113:17 117:14 <b>supposed</b> 50:6, 12 <b>surprise</b> 89:16 <b>surprised</b> 86:22 <b>surprises</b> 32:16 <b>surround</b> 43:9 <b>surrounding</b> 122:24 <b>swapped</b> 119:13 <b>system</b> 9:12 22:2, 4 43:25 44:4 48:12 57:19 87:4 <b>systems</b> 55:18 57:18  &lt; T &gt; <b>table</b> 70:23 104:5 <b>talk</b> 33:1 52:18 <b>talking</b> 19:6 33:3 <b>targeted</b> 71:4 <b>task</b> 99:11 <b>team</b> 7:15 10:5, 6, 8, 9, 20 51:4 53:18 54:10, 18, 21 66:11 86:5 <b>technical</b> 43:3 57:15 <b>Technician</b> 2:12 <b>tend</b> 5:10, 11 <b>term</b> 15:12 17:4 33:7, 9 106:9, 12 107:2,</p>	<p>4 108:3, 23 109:3, 6, 18 120:18 121:4, 8 <b>terms</b> 56:14 74:6 80:1 99:6 110:1, 2 117:21 118:16 125:5 <b>test</b> 29:13 54:6, 17 63:5 <b>testing</b> 41:15 42:1 70:17 121:14, 15, 22 122:2 <b>thereof</b> 118:23 126:19 <b>thing</b> 21:24 <b>things</b> 24:1 29:4 46:23 50:21 69:6 70:23 84:24 86:1 88:14 89:19 110:13 111:10 113:4 <b>thinking</b> 93:12 <b>third</b> 105:9 <b>thought</b> 70:1 86:18 105:10 116:2, 3 118:20 124:23 <b>tie</b> 57:8 <b>tied</b> 28:12 <b>time</b> 4:9 7:2 8:2, 3, 6, 9 9:2 19:19 31:25 34:13, 19, 25 42:20 47:13 50:1 51:13 57:20 63:9, 12 69:16 74:15 80:11 92:11, 24 93:4 94:3 96:6 100:10 101:25 102:15 103:13 105:2 106:3, 7 109:12 112:6, 12, 15 114:3, 8, 16, 21, 22 118:2 119:12 121:12, 19 122:14 123:9, 19 128:6, 10 <b>timeline</b> 77:15 102:17 <b>timelines</b> 81:8</p>	<p><b>times</b> 10:19 41:24 49:12 50:10, 15 <b>timewise</b> 27:20 <b>timing</b> 26:25 66:20 <b>title</b> 122:19 <b>today's</b> 4:4 111:23 <b>told</b> 45:14 <b>touch</b> 35:9 <b>tracked</b> 124:14 <b>transcribed</b> 4:12 <b>transcript</b> 4:14, 18, 21 5:2, 3, 6 128:13 <b>Transit</b> 7:14 20:8 <b>translated</b> 44:16 <b>transpire</b> 117:18 <b>Transpo</b> 51:6 <b>travel</b> 49:12 50:1, 9, 15 57:19 <b>trial</b> 5:16 40:18 41:1, 3, 8, 20, 23 42:11, 16 43:5, 6 44:8, 17 45:9, 17 46:2 49:3, 5, 24 50:2, 4, 19 51:3, 24 52:9, 11, 13, 15, 19 53:5, 15, 17, 23 54:6, 9 55:9, 13, 16 56:3, 5, 9, 22 57:8 58:6 59:12 60:18 63:25 <b>trigger</b> 72:23 74:22 <b>triggered</b> 78:2 <b>triggers</b> 72:10 <b>TRRT</b> 53:16, 19, 25 63:15 <b>trying</b> 57:5, 7 58:4 <b>turn</b> 73:5 <b>type</b> 9:11 21:16 22:13 27:25 114:11 118:20 119:25 <b>types</b> 6:24 21:8 <b>typical</b> 22:18 86:24 <b>typically</b> 8:1</p>	<p>23:3 <b>typos</b> 5:2  &lt; U &gt; <b>ultimate</b> 58:20 <b>Ultimately</b> 35:25 36:2 37:3 41:3 43:18 45:10 51:8 97:8 <b>umbrella</b> 6:15 <b>unclear</b> 58:25 59:13, 15 <b>understand</b> 7:4 13:2 18:18, 22 38:14, 16 42:10 45:8, 23 46:24 53:17 54:15 57:3, 7 58:4, 13 66:4 73:2, 16 75:16 87:10 108:22 123:2, 21 <b>understanding</b> 40:3 41:19 42:8, 18, 21 53:18 56:8 57:23 79:17 89:18 96:17, 20 102:2, 4 107:15 109:1, 11 <b>Understood</b> 10:24 22:10 23:23 33:14 42:6 43:16 56:11 <b>underwrote</b> 119:11 <b>unfortunately</b> 124:20 <b>unsure</b> 119:19 <b>unusual</b> 21:2 30:6 114:6, 8, 19, 20 115:14 <b>update</b> 111:20 113:11 122:17 <b>updated</b> 65:9 66:17, 18 122:15, 21 <b>updates</b> 121:3 <b>urgency</b> 75:18, 23 76:15, 21 77:6 79:1 <b>useful</b> 19:16 <b>usual</b> 114:5, 16</p>
---	---	---	---	---



<p><b>utility</b> 21:20 <b>utility-type</b> 22:3</p> <p><b>&lt; V &gt;</b> <b>vacuum</b> 28:6 32:6 <b>vague</b> 58:6 <b>vagueness</b> 59:19 60:2, 8 <b>valid</b> 61:25 62:7 <b>validate</b> 43:18 44:18 45:11 <b>validating</b> 41:3 43:20, 24 <b>validation</b> 40:18, 21, 24 41:9 49:5 51:8, 23 55:12 <b>value</b> 55:24 63:2 75:4 <b>variation</b> 62:4 64:17 99:11 <b>various</b> 6:17, 23 42:9 45:22 50:16 59:23 67:25 69:24 86:16 <b>vary</b> 77:8 123:20 <b>vehicles</b> 94:1 <b>verbatim</b> 49:4 <b>verified</b> 31:7 <b>Videoconferenci</b> <b>ng</b> 1:14 <b>view</b> 28:11 32:9 47:9, 11 74:10 83:14, 22 87:12 90:4 91:21 92:1, 12 93:1, 7 109:6 115:11, 16, 21, 23 117:11 123:13, 16 124:3, 20 125:16 <b>viewing</b> 85:10 <b>Virtual</b> 2:12 <b>visit</b> 66:24 67:1, 5 68:25 <b>visits</b> 30:20, 22 <b>voting</b> 24:18</p> <p><b>&lt; W &gt;</b></p>	<p><b>waive</b> 92:6, 22 93:4 94:2 96:23 99:1 <b>waived</b> 92:14, 20 93:14 94:7 95:2, 17, 19 96:16, 18, 25 97:10 98:7, 11, 22, 25 99:1 101:15 108:5, 14 <b>waiving</b> 93:9, 21 101:16 <b>walk</b> 7:12 25:13 26:5 30:16 <b>wanted</b> 20:24 34:7 45:20 68:4 84:22 88:1 118:22 <b>wanting</b> 82:10 <b>wants</b> 87:3 <b>waved</b> 101:24 <b>ways</b> 58:8 <b>website</b> 4:19 <b>weekly</b> 31:16 <b>weeks</b> 108:20 <b>weigh</b> 99:2 <b>well-known</b> 80:20 <b>whichever</b> 26:12 <b>widely</b> 123:20 <b>wind</b> 102:20 <b>witness</b> 5:8, 11, 14 19:24 127:12 128:7 <b>witnessed</b> 52:14 <b>wonder</b> 119:6 <b>word</b> 40:22 59:4 <b>worded</b> 33:21 <b>words</b> 6:8 10:11 15:21 23:6 50:23 53:3 70:9 72:20 78:9 79:23 102:7 <b>work</b> 6:13, 22 8:4 9:14 21:8, 14, 17, 19, 20, 22 22:3, 14, 15 23:3, 15 30:20, 22 31:2, 14 32:11, 15 34:6 44:1 54:10 68:1, 17 69:5, 9</p>	<p>74:6, 16 76:8 83:2, 3 88:9 93:17 101:19 105:20 114:18 122:15, 18, 21 126:25 <b>worked</b> 86:3, 20 115:17, 20 <b>working</b> 9:21 88:11 116:3 <b>works</b> 17:8 20:17, 19, 21, 23 21:8, 9, 10, 13, 25 24:11, 17, 19 25:3, 18 28:17, 18 34:8 66:16 68:2 69:19 75:5 77:3, 4 78:11 86:6 101:23 117:20 <b>worth</b> 14:9 97:15 <b>wrong</b> 92:13</p> <p><b>&lt; Y &gt;</b> <b>yeah</b> 12:21 45:16 62:6 69:11 74:19 82:2 86:11 105:10 113:6 114:25 124:8 <b>year</b> 8:21 31:1 88:10 122:1 <b>years</b> 35:7 87:19 114:6 116:22</p> <p><b>&lt; Z &gt;</b> <b>Zoom</b> 1:14 48:18 49:1</p>
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