



“When You Talk - We Listen!”



TOWN OF COLLINGWOOD

JUDICIAL INQUIRY

Before:

Associate Chief Justice Frank Marrocco

Held at:

Collingwood Town Hall

Council Chambers

97 Hurontario Street

Collingwood, Ontario

October 4th, 2019

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APPEARANCES

Kate McGrann) Inquiry Counsel
John Mather) Associate Inquiry
) Counsel
(No Counsel)) For Paul Bonwick
George Marron) For Sandra Cooper
Frederick Chenoweth) For Edwin Houghton
William McDowell (np)) For Town of Collingwood
Ryan Breedon)
Andrea Wheeler (np))
Bill Trudell) For BLT Construction
Eric Neubauer)

	TABLE OF CONTENTS	
		PAGE NO.
1		
2		
3	List of Exhibits	4
4		
5	RICHARD DABRUS, Sworn	
6	Examination-in-Chief by Ms. Kate McGrann	5
7		
8	SANDRA COOPER, Sworn	
9	Examination-in-Chief by Mr. John Mather	133
10		
11		
12		
13		
14		
15	Certificate of Transcript	248
16		
17		
18		
19		
20		
21		
22		
23		
24		
25		

1	List of Exhibits		
2	Exhibit No.	Description	Page No.
3	1638	TOC0054334	
4	1639	TOC0218804	
5	1640	SCO0000184	
6	1641	TOC0600195	
7	1642	TOC0600198	
8			
9			
10			
11			
12			
13			
14			
15			
16			
17			
18			
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23			
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1 --- Upon commencing at 10:02 a.m.

2

3 MS. KATE MCGRANN: The next witness is
4 Richard Dabrus.

5

6 RICHARD DABRUS, Sworn

7

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

9 MS. KATE MCGRANN: Good morning, Mr.
10 Dabrus.

11 MR. RICHARD DABRUS: Good morning.

12 MS. KATE MCGRANN: I'll start with
13 some questions about your background and experience.
14 You're currently the principal in charge at WGD
15 architects?

16 MR. RICHARD DABRUS: That's correct.

17 MS. KATE MCGRANN: Could you describe
18 the nature of that firm's business in 2012?

19 MR. RICHARD DABRUS: We were doing a
20 lot of recreation projects. We just finished a large
21 one in Cobourg. We're doing one (1) in North
22 Dumfries. We're starting one (1) in -- in Leaside,
23 all rinks. We have done a lot of feasibility studies,
24 particularly around that time.

25 So our nature of business was heavily

1 into recreation at -- in 2012. We've also -- we're
2 doing hotels at the same time, and probably some
3 government office.

4 MS. KATE MCGRANN: And can you
5 describe the composition of your firm in 2012?

6 MR. RICHARD DABRUS: Two (2) partners,
7 myself and Brian Gregersen, associate Michael Thier,
8 and then several staff.

9 MS. KATE MCGRANN: Yourself and Mr.
10 Gregersen are both architects?

11 MR. RICHARD DABRUS: Yes.

12 MS. KATE MCGRANN: Mr. Thier, what was
13 his --

14 MR. RICHARD DABRUS: An architect.

15 MS. KATE MCGRANN: Okay. And then
16 your staff members?

17 MR. RICHARD DABRUS: I think probably
18 about ten (10) other people at the time. One (1)
19 other registered architect, Percy Poplak.

20

21 (BRIEF PAUSE)

22

23 MS. KATE MCGRANN: It's my
24 understanding that you've worked on projects that
25 involve both a traditional approach to construction, a

1 design/bid/build approach, and design/build projects
2 as well?

3 MR. RICHARD DABRUS: Yes. I've worked
4 on public/private partnerships, design/build --
5 design/bid.

6 MS. KATE MCGRANN: In 2012, had you
7 done work for public clients before?

8 MR. RICHARD DABRUS: Yes.

9 MS. KATE MCGRANN: Could you give us a
10 brief overview of what your experience with public
11 client work was at that time?

12 MR. RICHARD DABRUS: I -- well, our
13 firm traditionally has done a lot of public client
14 work. At the time we were working or just finishing
15 Cobourg. It's -- the City of Cobourg was the client,
16 North Dumfries was a municipal client, Leaside, City
17 of Toronto. We were doing renovations to government
18 office space for the City of Toronto. We worked for
19 government clients, federal clients, provincial, and
20 municipalities across the Province.

21 MS. KATE MCGRANN: In 2012, with
22 respect to the work that your firm had done for public
23 clients, had you ever been involved in a project that
24 had been sole sourced before?

25 MR. RICHARD DABRUS: No.

1 MS. KATE MCGRANN: It's our
2 understanding that your firm was involved in the work
3 done on the Collingwood Central Library and
4 Administration Building.

5 MR. RICHARD DABRUS: Correct.

6 MS. KATE MCGRANN: Could you give us a
7 review of what your firm's involvement was in that
8 project?

9 MR. RICHARD DABRUS: We were the
10 architect of record, so we -- we did both the exterior
11 and the interior, all the library planning. We
12 managed the design team.

13 MS. KATE MCGRANN: I will have some
14 questions about -- about LEED certification as we go
15 through. I understand that the library was a LEED
16 gold certified building.

17 Is that correct?

18 MR. RICHARD DABRUS: That's right.

19 MS. KATE MCGRANN: Is that the first
20 project that you had worked on where a LEED
21 certification was sought?

22 MR. RICHARD DABRUS: Yes.

23 MS. KATE MCGRANN: Mr. Tom Lloyd from
24 the company Sprung Structures Inc. has appeared before
25 the Inquiry and gave evidence, and one (1) of the

1 things that he said is the LEED organization was
2 subject to a criminal investigation.

3 Are you aware of anything like that?

4 MR. RICHARD DABRUS: I believe it was
5 civil. It wasn't a criminal, but I don't know 100
6 percent. Leave it at that.

7

8 (BRIEF PAUSE)

9

10 MS. KATE MCGRANN: Prior to the work
11 that WGD did for the Town on potential recreation
12 facilities in 2011 and 2012, I understand that your
13 firm had worked on a public/private partnership
14 proposal that included Sprung.

15 Have I got that right?

16 MR. RICHARD DABRUS: Yes, and I'm not
17 sure the exact year, but prior 2011/2012, we were part
18 of a pursuit. We were brought in by a company by the
19 name of Canlan, which is a private rink operator. And
20 I don't know if they contacted Sprung, or Sprung con -
21 - contacted them, but it was a public/private
22 partnership in Okotoks.

23 MS. KATE MCGRANN: How far did that
24 project progress?

25 MR. RICHARD DABRUS: It didn't go very

1 far.

2 MS. KATE MCGRANN: In the course of
3 working on that project, did your firm have any
4 interactions with the Sprung company?

5 MR. RICHARD DABRUS: Not me
6 personally.

7

8 (BRIEF PAUSE)

9

10 MS. KATE MCGRANN: Do you know if that
11 pro -- that proposal considered the use of an
12 insulated fabric membrane building?

13 MR. RICHARD DABRUS: It didn't really
14 go that far. The nature of the -- the public/private
15 partnership was really the deal between the rink
16 operator and the Town; that's what the Town was most
17 interested in.

18 MS. KATE MCGRANN: I'm going to ask
19 that you be shown paragraph 25 of Summary Document 2-
20 2.

21

22 (BRIEF PAUSE)

23

24 MS. KATE MCGRANN: And I'm going to
25 ask you some questions about the work that your firm

1 did with respect to considering a multiuse
2 recreational facility for Central Park.

3 This paragraph describes that on August
4 29th, 2011 Council awarded a consulting services
5 contract to WGD Architects, your firm, to assist the
6 Steering Committee with the development of feasibility
7 assessment and preliminary designs for the Central
8 Park Redevelopment Project.

9 What can you tell us about the work
10 that you were retained to do with respect to that
11 project?

12 MR. RICHARD DABRUS: So we did compete
13 for this project. We were awarded the project with
14 Envision-Tatham, which is a local Collingwood company.
15 David Wood was the principal. The preliminary work
16 had already been done. It's the -- essentially, the -
17 - the needs assessment and public meetings had already
18 taken place, so we were given a program that we then
19 did an urban design and physical kind of feasibility
20 study on to -- to fit it on the site, to find the best
21 place for it on the site, and then do a costing.

22 MS. KATE MCGRANN: What is a
23 feasibility study?

24 MR. RICHARD DABRUS: A feasibility
25 study is the early stage of -- of any project where

1 you do, again, a needs assessment. You do interviews
2 with stakeholders. You develop a program that
3 includes the title of the functions and the amount of
4 space will be allocated to the functions. You'll
5 probably include relationships between various
6 functions. Then it turns in -- usually do a costing
7 and then -- then a final report, that then is taken to
8 the next stage or dies.

9 MS. KATE MCGRANN: When you talk about
10 functions, what are you referring to?

11 MR. RICHARD DABRUS: Well, for
12 instance, if you have a pool and a rink, those would
13 be functions.

14 MS. KATE MCGRANN: If you were looking
15 specifically at a pool, would you be considering
16 several functions associated with that pool?

17 MR. RICHARD DABRUS: Well, there's the
18 change rooms, there's the mechanical rooms, there's
19 the staff rooms, and all those are function -- and
20 public space. All those are functions that have to be
21 programmed.

22 MS. KATE MCGRANN: Okay. So if I
23 understand functions as different functional aspects
24 of the building you're looking at, am I -- is that
25 accurate?

1 MR. RICHARD DABRUS: Yes.

2 MS. KATE MCGRANN: Okay. With respect
3 to the Central Park Steering Committee work that you
4 did, you said you were given a program.

5 What does that mean?

6 MR. RICHARD DABRUS: So there'd been
7 some sort of public consultation process prior to us
8 being retained that we were given PowerPoint copies
9 of, and essentially, we were told what the goal was,
10 which was a twin pad and a childcare facility, and
11 there was some desire about competitive pool
12 facilities with -- with spectator seating.

13 MS. KATE MCGRANN: Okay. If I
14 understand a programs to mean different components
15 that are desired within the building, is that -- is
16 that a fair --

17 MR. RICHARD DABRUS: That's correct.

18 MS. KATE MCGRANN: Okay. You
19 mentioned that you were working with the firm
20 Envision-Tatham on that project.

21 What was their role?

22 MR. RICHARD DABRUS: Well, they
23 provided some civil design advice, if you want, for
24 Central Park, plus landscape and urban design.

25 MS. KATE MCGRANN: I'm going to ask

1 that we turn up TOC54334.

2

3

(BRIEF PAUSE)

4

5 MS. KATE MCGRANN: This is the request
6 for proposals that I understand that your firm
7 responded to and that ultimately led to you being
8 retained for that work.

9

Just to understand what mandate you
10 were given and the boundaries of what that mandate
11 was, could we turn to page 3, section 1.2?

12

Here it describes that the selected
13 consultant will be required to enter into an agreement
14 with the Town to conduct professional and feasibility
15 assessments and preli -- preliminary design work
16 associated with the redevelopment of Central Park in
17 Collingwood. The term of the agreement is for between
18 four (4) to six (6) weeks, compensing (sic) on the
19 execution of the agreement.

20

Is that an accurate description of the
21 services that you provided to the Town?

22

MR. RICHARD DABRUS: Well, I think we
23 provided the report, first report, within four (4) to
24 six (6) weeks, but I think it stretched into March or
25 something before it was finished.

1 MS. KATE MCGRANN: Dave McNalty, who
2 at the time was Manager of Fleet Facilities and
3 Purchasing, appeared and gave some evidence at the
4 Inquiry.

5 Do you recall interacting with him in
6 some of the work that you were doing?

7 MR. RICHARD DABRUS: Yes.

8 MS. KATE MCGRANN: When Mr. McNalty
9 was here, it was suggested to him that WGD would have
10 been responsible for taking on the role and design --
11 the role of design and contract administration, if
12 Council had chosen to proceed with the multi-use
13 facility, and as a result that it would have received
14 a significant portion of the estimated 4.4 million in
15 design and contract administration fees.

16 Is -- what's your reaction to that
17 suggestion?

18 MR. RICHARD DABRUS: It's totally
19 false.

20 MS. KATE MCGRANN: Can you help me
21 understand why?

22 MR. RICHARD DABRUS: Well, feasibility
23 studies have an endpoint and typically, not always,
24 almost always. The municipality has then the
25 responsibility to go out to a proper tender for full

1 design services. If they decide that design build is
2 in their interest, then they would go out for a tender
3 for a compliance consultant that refines the
4 specification and -- and sort of concept design,
5 indicative designs, what they refer to as being --
6 that helps a design build team to then respond.

7 MS. KATE MCGRANN: And if the project
8 is not going to proceed by way of design build but
9 more by way of design bid build?

10 MR. RICHARD DABRUS: They would have
11 an RFP for consultants.

12 MS. KATE MCGRANN: Given that you've -
13 - am I right in understanding that there's -- there's
14 a distinction between the approaches that would be
15 taken following a feasibility study, depending on
16 whether you're going to go via the design build route
17 or the design bid build route?

18 MR. RICHARD DABRUS: Yes.

19 MS. KATE MCGRANN: Can you help me
20 understand from your experience what the different
21 approaches look like?

22 MR. RICHARD DABRUS: So we've done
23 both approaches. As I mentioned, with design build,
24 and Cobourg work was an example of design build,
25 Cobourg hired a compliance -- BDC is kind of a

1 industry term for it, to come up with an indicative
2 design.

3 So they said they want two (2) rinks
4 that are more or less here, they want to have the
5 potential for expansion of a pool here, and they want
6 a central spine that connected all building elements.
7 They had come up with a specification that talked
8 about the type of insulation, the type of glazing they
9 wanted to have included in the project, materials.

10 They wouldn't specify what product or
11 supplier, but the type of materials. And then the
12 design build team would bid on it, they would have a
13 response. Everybody came back with their own design
14 response, and then it was dollars and cents.

15 MS. KATE MCGRANN: Okay. So have I
16 got this right, the -- whoever assists the client with
17 putting together the indicative design, that's then
18 handed over to the --

19 MR. RICHARD DABRUS: Yes.

20 MS. KATE MCGRANN: -- team that will
21 ultimately be doing the design build --

22 MR. RICHARD DABRUS: yes.

23 MS. KATE MCGRANN: -- and serves as a
24 basis for the design --

25 MR. RICHARD DABRUS: Yes.

1 MS. KATE MCGRANN: -- build? Okay.
2 And with respect to a traditional -- how -- how would
3 the traditional process differ from that?

4 MR. RICHARD DABRUS: Well, once a
5 municipality or government decided to go ahead, they
6 would then have a request for proposals where
7 qualifications of the design team are presented,
8 understanding the methodology of design team of what
9 the municipality or level of government is looking
10 for, are -- are presented. Schedules are presented,
11 contribution matrices are presented, and ultimately
12 price, and everything is typically scored with price
13 use -- usually being about 25 to 30 percent.

14 MS. KATE MCGRANN: Turning back to my
15 original question, I guess to put it another way just
16 so that I know that I'm clear, was it the case that
17 WGD would expect to automatically be provided with a
18 contract with respect to the construction of the
19 multi-use facility if the Town went ahead with it?

20 MR. RICHARD DABRUS: Absolutely not.

21 MS. KATE MCGRANN: Would you expect to
22 have a significant advantage over competitors in a
23 competitive tendering process?

24 MR. RICHARD DABRUS: No, because --
25 well, Brian Gregersen was my partner, used to call

1 feasibility studies the curse of the feasibility
2 study. So, no.

3 MS. KATE MCGRANN: Can -- can you help
4 me understand the joke in there? Why -- why is --

5 MR. RICHARD DABRUS: Well, you'd think
6 you would have an advantage because you get to know
7 the -- the government, and turns out it's no advantage
8 at all.

9 Now, having said that, there are --
10 some municipalities act in different fashions and
11 sometimes people do have advantages.

12 MS. KATE MCGRANN: After the -- the
13 work that you did for the multi-use recreation
14 facility was done, I understand that you were
15 contacted by the Town and brought in to do some
16 feasibility study work with respect to the concept of
17 a standalone arena that could be phased.

18 Have I got that right?

19 MR. RICHARD DABRUS: that's correct.

20 MS. KATE MCGRANN: I'm going to turn
21 you to another document. It's Summary Document 2-4,
22 paragraph 3.

23

24 (BRIEF PAUSE)

25

1 MS. KATE MCGRANN: This paragraph
2 describes a Town department head meeting that you
3 weren't at. I'm just bringing this here to provide
4 some context for the questions I'm about to ask you.

5 This paragraph describes that at a July
6 17th, 2012, department head meeting, the minutes
7 report that department heads discussed a direction
8 that had been provided to staff to provide a report,
9 including project time lines and detailed estimates
10 for the construction of a single pad arena that could
11 be phased, and to enclose the outdoor pool with a
12 fabric building.

13 If we could scroll down. This is an
14 excerpt from the minutes, and they stated that:

15 "Marta [and that's Marta Proctor]
16 suggested that as WGD has done the
17 initial estimates for the original
18 version, that they be given the
19 contract as it would allow her to
20 meet the August 27th deadline."

21 And then it goes on to discuss some
22 things that she's going to do in conjunction with
23 other staff members.

24 If we could scroll down to paragraph 4.
25 Here we see that on July 18th, 2012, Ms. Proctor spoke

1 with you, and afterwards you sent an email to her in
2 which you explained that you would be on vacation for
3 about ten (10) days, but that you had briefed Brian
4 Gregersen about your discussion with her and should
5 she wish to proceed, she should get in touch with him.
6 And we see that she shares that email on.

7 Do you remember having this initial
8 discussion with Ms. Proctor about -- about the single
9 pad arena that could be phased?

10 MR. RICHARD DABRUS: Yes.

11 MS. KATE MCGRANN: What do you recall
12 of that discussion?

13 MR. RICHARD DABRUS: It was a little
14 bit panicked.

15 MS. KATE MCGRANN: Could you -- could
16 you tell us what you remember discussing with her?

17 MR. RICHARD DABRUS: Well, it was
18 clearly something that was a matter of urgency. She
19 talked about looking at different locations in Central
20 Park, talked about single-pad.

21 And I had an impression, and I don't
22 know why I did, but covering existing rink was
23 something that was also talked about.

24 MS. KATE MCGRANN: You said mention --
25 you -- you said different locations in the park. Was

1 it the case that the site location in the park had not
2 yet been selected?

3 MR. RICHARD DABRUS: It was di --
4 that's true.

5 MS. KATE MCGRANN: Based on your
6 conversation with Ms. Proctor on July 18th, what was
7 your understanding of the state of the concept that
8 you were being asked to look at in terms of idea to --
9 to complete concept?

10 MR. RICHARD DABRUS: Relo --
11 relocating it from what the feasibility study had
12 actually didn't make a lot of sense, but we weren't
13 really in a position to question it. We were just
14 being told that it had to be in a different location.

15 And we did do different options for it
16 in this different location.

17 MS. KATE MCGRANN: If we could jump
18 ahead to paragraph 10 in this document.

19

20 (BRIEF PAUSE)

21

22 MS. KATE MCGRANN: Based on the -- the
23 information we've seen, the next sort of directions
24 your firm receives from the Town is in the form of a
25 memorandum which I'm going to show you. It gets sent

1 to you on July 20th, so two (2) days after your
2 conversation with Ms. Proctor.

3 Can we look at the memorandum? It's at
4 TOC188041.1.1.

5

6 (BRIEF PAUSE)

7

8 MS. KATE MCGRANN: So, this is a
9 memorandum that Mr. McNalty, from the Town, provided
10 to Mr. Gregersen of your office. It starts with an
11 introduction and some background. And I'm happy to
12 give you the opportunity to read this, but I'm just
13 going to walk you through the document and let you
14 know what I'm going to ask you about it.

15 So, if we could scroll down to page 2.
16 This section of the memo sets out terms of reference.
17 It's my understanding that these are the terms of
18 reference for the work that your firm was being asked
19 to do.

20 If you look at paragraph 2, it says
21 that:

22 "The Town would like to explore the
23 feasibility of moving forward with
24 specific components of the project
25 in the preferred location of Central

1 Park as a standalomer -- own --
2 standalone or interim project."

3 If you look at the -- the bo -- the
4 last sentence in this paragraph, it says:

5 "The addition of the year-round ice
6 arena at Central Park provides the
7 opportunity to transition."

8 It talks about the benefits of that.

9

10 (BRIEF PAUSE)

11

12 MR. RICHARD DABRUS: M-hm.

13 MS. KATE MCGRANN: And then it goes on
14 to say in the third paragraph:

15 "The feasibility of several options
16 should be examined in terms of a
17 comparison to the overall Central
18 Park concept."

19 If we scroll down further to the next
20 page.

21 MR. RICHARD DABRUS: Do you mind if we
22 stop for a second?

23 MS. KATE MCGRANN: No problem.

24 MR. RICHARD DABRUS: Okay. So, in
25 paragraph 2, whatever it is, it talks about a winter

1 ice facility and year-round venue for other events.

2 So, that would have led us to believe
3 that -- or support that they were just covering it up.

4 MS. KATE MCGRANN: Understood. If we
5 could scroll down to the bottom of this page. Stop
6 there. A deadline's being given to you in the second
7 last paragraph on this page. It says:

8 "The feasibility of each of the
9 options considered must be presented
10 by -- to council on August 27th,
11 2012.

12 The Town is requesting a draft
13 report by no later than August 15th,
14 2012."

15 And as an aside, you're also being
16 asked to -- to look at some -- some things for the
17 Eddie Bush Memorial Arena.

18 Do you remember receiving the August
19 15th deadline as part of this mandate?

20 MR. RICHARD DABRUS: Yes.

21 MS. KATE MCGRANN: What was your
22 reaction to that deadline?

23 MR. RICHARD DABRUS: That's an
24 extremely short fuse.

25 MS. KATE MCGRANN: Did that deadline

1 impact what your firm was able to do for the Town?

2 MR. RICHARD DABRUS: Yes.

3 MS. KATE MCGRANN: How did it impact
4 the work that you were able to do?

5 MR. RICHARD DABRUS: There was some
6 request that we do energy modelling. It's virtually
7 impossible to do energy modelling within a month even
8 if you have a developed concept, which we didn't have.

9 MS. KATE MCGRANN: And what would a --
10 what -- what information would the Town receive from
11 energy modelling?

12 MR. RICHARD DABRUS: Usage and
13 estimation of -- of the energy use. So, for that, you
14 have to have the parameters. Again, it's an all-year
15 ice facility. Okay. But then you have to have an
16 envelope somewhat spelled out, how much glazing is
17 there, what's the 'R' value, insulation value, of the
18 roof, of the walls.

19 And all that gets plugged into some
20 formulas. And mechanical engineers do that work. We
21 don't do that.

22 MS. KATE MCGRANN: When you say you
23 have to have an envelope for the -- can you just --

24 MR. RICHARD DABRUS: Well, just the --
25 the amount of windows, the amount of lumenation

1 because that determines how much daylight's coming in,
2 how much heat gain there is, then the walls
3 themselves, what are they, what insulation value do
4 they have.

5 You should know what the -- the
6 lighting is inside because that generates heat, as
7 well, what lumens you have. So, those are all
8 factors.

9 MS. KATE MCGRANN: So, fair to say
10 that, when you refer to needing an envelope to do
11 energy modelling, you need to have a basic
12 understanding of the size of the building, what it's
13 constructed of --

14 MR. RICHARD DABRUS: Yeah, absolutely,
15 yes.

16 MS. KATE MCGRANN: -- what the
17 components are? Okay. And I suppose one (1) of the
18 benefits to the Town from receiving energy modelling
19 would be that it would have information about some of
20 the operating costs that it would be looking at for
21 the building it's considering?

22 MR. RICHARD DABRUS: Yes.

23 MS. KATE MCGRANN: Okay. Did you
24 advise the Town at the time that you were taking on
25 this work that you might not be able to get the energy

1 modelling done for them?

2 MR. RICHARD DABRUS: It came up
3 through discussions through the -- through the work.

4 MS. KATE MCGRANN: Other than not
5 having enough time to do energy modelling for the
6 Town, did this deadline otherwise limit what you were
7 able to do for the Town?

8 MR. RICHARD DABRUS: Well, normally
9 when you design something, it's a bit of an iterative
10 process, so you go back and forth and -- and change
11 the design to suit whoever the client is.

12 In this instance, we were just asked to
13 plop something down. There was a little bit, I
14 suppose, because we did have a couple of different
15 site options, but it was very limited.

16 MS. KATE MCGRANN: Turning back to the
17 document on the screen that's in front of you, at the
18 bottom of the page, the last paragraph there says:

19 "The following sare -- scenarios are
20 to be considered as minimum.

21 Alternatives may be provided should
22 they enhance the opportunity for
23 part of the project to go forward."

24 And if we scroll down, there's a table
25 here. And it looks like there's -- there's four (4)

1 columns. Three (3) of them relate to the -- to the
2 work that they're being asked to do that doesn't have
3 anything to do with Eddie Bush.

4 The last column is specific to Eddie
5 Bush. And I'm not going to ask you any questions
6 about that. The first column refers to the proposed
7 Central Park redevelopment project components.

8 I understand that relates to the work
9 that your firm had already done on the multi-use
10 facility?

11 MR. RICHARD DABRUS: I believe so,
12 yes.

13 MS. KATE MCGRANN: Okay. Was it your
14 understanding that you were being asked to revisit
15 that work in any way or do any further work on the
16 multi-use facility --

17 MR. RICHARD DABRUS: No, we weren't.

18 MS. KATE MCGRANN: -- concept? Pardon
19 me?

20 MR. RICHARD DABRUS: No, we weren't.

21 MS. KATE MCGRANN: Okay. The middle
22 two (2) columns discuss a single-pad arena. There's
23 an initial phase single-pad arena with improvements
24 and future option to combine into an overall concept.

25 And then the other one (1) is a

1 standalone single-pad arena with a potential to twin
2 in the future. And if we could scroll down a little
3 bit, this memo provides some what I would describe as
4 high-level information about what you're being asked
5 to look at, new year-round ice arena, options may
6 include -- both of them requ -- suggest a fabric
7 membrane over a new ice.

8 And they say:

9 "Sprung or equivalent, other
10 affordable structures over a new ice
11 arena."

12 And they ask for moderate spectator
13 seating. I'm happy to give you the opportunity to
14 read the rest of this memo, but as I read it, that's -
15 - those are really the only parameters that you're
16 given in this memo about what should go into the arena
17 that you're examining?

18 MR. RICHARD DABRUS: I think that's
19 fair. And to be honest, I forgot about this sheet
20 entirely. And I didn't realize that Sprung was
21 actually mentioned so specifically.

22 MS. KATE MCGRANN: In your experience
23 at the time doing feasibility work like this, was it
24 normal practice for a client to ask you to look at a
25 specific supplier at this stage in the project?

1 MR. RICHARD DABRUS: No, it wouldn't
2 be normal.

3 MS. KATE MCGRANN: And do you know why
4 that's not something that would happen at this stage
5 of a project like this?

6 MR. RICHARD DABRUS: So, for public
7 sector clients, or the public sector in general,
8 there's a kind of commonly held belief that everything
9 should be performance-based and -- and not -- not
10 specific to any particular product.

11 Private sector clients are different.
12 Honda has certain favoured suppliers. And then
13 they'll mention them speci -- specifically. But with
14 public sector clients, no, you wouldn't talk about a
15 particular product.

16 MS. KATE MCGRANN: And when you say
17 that everything is meant -- is there's a desire for a
18 performance based, can you help me understand what you
19 mean by that?

20 MR. RICHARD DABRUS: Well, you want to
21 have R-30 in the walls, so you'd say whatever product
22 it is, is R-30. You want to have porcelain tiles in
23 the -- the public lobby. You want to have skate
24 flooring in the dressing rooms, so you'd just say
25 that.

1 You wouldn't say I want a particular
2 skate flooring in the dressing rooms.

3 MS. KATE MCGRANN: Okay. It doesn't
4 appear that you're given any information about the
5 components of the arena that the Town is looking for
6 here.

7 Do you recall if at any point you were
8 given information about certain aspects that the Town
9 wanted to be included in -- in the feasibility study
10 that you were doing?

11 MR. RICHARD DABRUS: No, I don't
12 recall. And the conversation probably would have been
13 with Brian at that point in time. However, we had
14 done a lot of arenas, so we just naturally know what's
15 -- what's going in them and where things need to go.

16 MS. KATE MCGRANN: Okay. So, is it
17 the case that your firm relied on its -- its
18 experience in building arenas in the past and -- and
19 included what would generally be included in an arena?

20 MR. RICHARD DABRUS: Yes.

21 MS. KATE MCGRANN: Okay. In
22 correspondence between members of staff during this
23 time, we see the notion that you're looking at a
24 "bricks and mortar" arena being -- being discussed.

25 Does that phrase mean anything to you?

1 MR. RICHARD DABRUS: Other than I
2 think they're trying to imply something traditional.

3

4 (BRIEF PAUSE)

5

6 MS. KATE MCGRANN: We see in your
7 final report that you provide estimates for a fabric
8 building and a pre-engineered steel building.

9 Are -- are either of those traditional
10 in -- in the way that you use that word there?

11 MR. RICHARD DABRUS: It's really an
12 individual's own kind of judgment. It -- it's -- to
13 me, if somebody said "bricks and mortar," I would
14 think of long-span steel, or even Glulam, because
15 those were more prevalent construction methods for
16 arenas in the past.

17 Pre-engineered structures really came
18 onto the scene in the 1980s in a big way, so I don't
19 really consider those traditional. But they certainly
20 had been well used at the time, in 2012, so maybe
21 perhaps that's what they meant -- were referring to.

22 MS. KATE MCGRANN: As a layperson,
23 when I first saw the -- the phrase "bricks and
24 mortar," I imagined construction, like, a house made
25 out of bricks.

1 Were you ever asked to look at anything
2 beyond the pre-eng steel or fabric by the Town?

3 MR. RICHARD DABRUS: Well, it
4 certainly would have come up in discussion. At the
5 time, in particular, wood, Glulam, had fallen out of
6 favour because of cost, the same with long-span steel.

7 The foundations have to be thicker.
8 The -- the weights of steel are heavier and, again,
9 it's just cost. And pre-engineered at the time were -
10 - was consider the cost-effective way of doing these
11 kinds of buildings, and they still are.

12 MS. KATE MCGRANN: I want to ask you a
13 couple more questions about the information you were
14 provided and the assumptions you made as you were
15 approaching the feasibility study you're doing on the
16 arena.

17 So, we see you haven't been given
18 information at this point in time about the design
19 components that would go in. It doesn't -- it also
20 doesn't appear to us that you're given any dimensions
21 for the arena or anything like that.

22 Can you tell us how your firm dealt
23 with that?

24 MR. RICHARD DABRUS: Well, again,
25 we're quite experienced knowing building types. We

1 know that there's going to be six (6) dressing rooms
2 per ice pad. We know that the dressing rooms have to
3 accommodate eighteen (18) players, approximately know
4 that each player has about 30 inches on the bench. We
5 know what the size of an ice plant is. We know what
6 the size of the ice making machine, the Zamboni room,
7 is.

8 We're quite -- I mean, our business is
9 to be responsible for the building code. Too close?
10 Sorry. Okay, responsible for the building codes, so
11 we know how many washrooms have to be in the building,
12 water closets.

13 We know the number of exits. We have
14 to determine the occupant load. In -- in arenas,
15 they're type A3. And we're allowed to determine the
16 occupant load, so, I mean, we know all that. So, in
17 terms of dimensions, we're pretty up to speed on it.

18 MS. KATE MCGRANN: With the
19 information that you were given by the Town, we see
20 that you produced these estimates. And I'll have some
21 more questions for you about them later.

22 Can you tell us about how accurate
23 those estimates would be for a town that's looking at
24 potentially building an arena?

25 MR. RICHARD DABRUS: Yeah. So,

1 there's four (4) classes of estimates, and 'D' being
2 the -- the most generally. And -- and there's
3 typically a variance of 20 to 25 percent on a class D
4 estimate.

5 Again, because we have done a lot of
6 these arenas, our costing information was fairly
7 current. And I think our cost es -- estimator went a
8 little bit further than he should in terms of his
9 accuracy, so I'm saying it was fairly accurate.

10 MS. KATE MCGRANN: Okay. We talked a
11 little bit about whether it was normal in your
12 experience for a pu -- a client -- and you've given us
13 information about public and private, but for a client
14 to ask you to look at a specific supplier as part of
15 the feasibility work that you were doing in providing
16 a report.

17 Would recommending specific suppliers
18 normally be part of the work that you would do there?

19 MR. RICHARD DABRUS: No. I think it
20 would be more talking about the construction type.
21 So, if somebody said membrane and -- you know, we
22 would look at membrane structures. We would do some
23 exploration.

24 If somebody said a insulated metal
25 panel, we would look at insulated metal types. We

1 wouldn't look at particular manufacturers. Having
2 said that, you know who they are, so if you want to
3 find information, you contact them.

4

5

(BRIEF PAUSE)

6

7 MS. KATE MCGRANN: In discussing some
8 of the work that you've done, you've mentioned your
9 partner, Mr. Gregersen.

10 Could you just let us know who from
11 your firm did work on the project that you were doing
12 for the Town here?

13 MR. RICHARD DABRUS: Michael Thier had
14 some involvement with it. Shing Lee, who's a long-
15 time employee of the firm, had some involvement with
16 it, myself, of course, and Brian.

17 MS. KATE MCGRANN: And what did -- can
18 you let us know generally what each of those people's
19 role was, or what they did on the project?

20 MR. RICHARD DABRUS: Shing's a
21 draftsman, a technologist, a very fast draftsman, so
22 he would have been responsible for putting down the
23 building on the site, and then drawing in the arena
24 and showing where the dressing rooms are with -- with
25 guidance, of course, but -- but he would be the person

1 actually doing the drafting.

2 Michael is more of a project architect
3 type, so he takes the -- the larger picture of the
4 project. I think his involvement was relatively
5 limited or contained on this particular project.

6 And then it was Brian and myself who
7 were sort of liaising with -- with Marta and the --
8 and the Town.

9 MS. KATE MCGRANN: We've also seen
10 mention of a gentleman Tom Ingersoll?

11 MR. RICHARD DABRUS: Tom Ingersoll is
12 an independent cost consultant that we work with, and
13 we're working with him to -- to this day. He -- he's
14 very good. He's very accurate on the projects we've
15 had him work with us on. He's -- he's been -- been
16 very good.

17 MS. KATE MCGRANN: Okay. Can you
18 explain how a cost consultant factors into that group
19 and what he would have done on this project?

20 MR. RICHARD DABRUS: So, cost
21 consultants or quantity surveyors specialize in
22 keeping track of billing elemental costs, so whether
23 it's flooring or concrete or steel or -- or roofing.

24 They have a database that then, when
25 they're given a set of drawings, plans, elevations,

1 they then do area takeoffs and apply it against the
2 unit rates that they've been tracking and come up with
3 a cost.

4 MS. KATE MCGRANN: So, when it came to
5 putting together the estimates for the fabric building
6 and the steel arena --

7 MR. RICHARD DABRUS: So, for the
8 fabric building, it was a bit of an opinion because,
9 at that point, we were told not to contact Sprung, so
10 the -- the data -- again, I think Tom might have talk
11 -- spoken with Sprung, I'm not a hundred percent sure,
12 but it was a bit of an opinion.

13 And Tom offered that the Sprung form of
14 enclosure -- and, again, Sprung doesn't do arenas,
15 they do enclosures -- was cheaper than a pre-eng
16 enclosure. That was something that I actually
17 disagreed with at the time.

18 And since then, in speaking to pre-
19 engineered manufacturers, I know at least one (1) who
20 says they've beaten Sprung for projects where -- where
21 they were bidding on the enclosure.

22 MS. KATE MCGRANN: Okay. So, in terms
23 of the work that Mr. Inger -- Ingersoll did to put
24 together his fabric building estimate, you're not sure
25 whether or not he spoke directly to Sprung?

1 MR. RICHARD DABRUS: It was an opinion
2 that he offered. He didn't -- didn't have elemental
3 costs for it.

4 MS. KATE MCGRANN: Okay. Turning back
5 to moving sort of chronologically through the -- the
6 project that you were working on and the instructions
7 that you received from the Town, can we turn to
8 paragraph 24 of summary document 2-4?

9 So, we see that you got the memo with
10 the terms of reference on July 20th, I believe. This
11 paragraph headed July 25th, 2012. And this section
12 describes an email that Mr. Gregersen sent to Mr.
13 McNalty and yourself.

14 In his email, Mr. Gregersen thanks Mr.
15 McNalty for the phone call and direction and he
16 provides a summary list of what had been discussed on
17 the call. I'm going to ask that we look at the email
18 itself. It's at CJI6682.16.

19

20 (BRIEF PAUSE)

21

22 MS. KATE MCGRANN: And if we could
23 scroll to the bottom.

24

25 (BRIEF PAUSE)

1 MS. KATE MCGRANN: Here's Mr.
2 Gregersen's email. He says, as we saw:

3 "Dave, thanks for the phone call and
4 direction. The summary is set out
5 below."

6 He provides some information about
7 options: site plan option 1 and 2. Is that with
8 respect to different options for the placement of the
9 arena on the park site?

10 MR. RICHARD DABRUS: Yes.

11 MS. KATE MCGRANN: Point number 3:

12 "The arena design concept will focus
13 on the pre-eng structure and a
14 generic roof membrane system."

15 What did you take that instruction to
16 mean?

17 MR. RICHARD DABRUS: It's just that.
18 I mean, we're not -- well, we're not -- so investigate
19 the bricks and mortar options.

20 MS. KATE MCGRANN: And here we see:

21 "Sprung is not to be contacted at
22 this time."

23 You had already mentioned that that
24 direction had been given. It looks like that
25 direction comes from Mr. McNalty.

1 Do you recall if anybody else from the
2 Town instructed you not to speak with Sprung?

3 MR. RICHARD DABRUS: No.

4 MS. KATE MCGRANN: Do you know if your
5 firm was given any reason for the direction not to
6 contact Sprung.

7 MR. RICHARD DABRUS: We were not given
8 a reason.

9 MS. KATE MCGRANN: You've spoken to
10 this a little bit already, but was that -- did that
11 instruction impair the ability -- your ability to do
12 the work the Town had asked you to do?

13 MR. RICHARD DABRUS: Yes. I mean, if
14 we were allowed to contact Sprung -- and again, we had
15 worked with them in the past -- we would have found
16 out more about their system than -- than we were aware
17 of at the time.

18 THE HONOURABLE FRANK MARROCCO: Was it
19 a common instruction to don't contact --

20 MR. RICHARD DABRUS: Extremely rare.

21

22 CONTINUED BY MS. KATE MCGRANN:

23 MS. KATE MCGRANN: If we can scroll
24 up, Mr. McNalty has provided comments in response to
25 Mr. Gregersen's email, and if we can scroll up

1 further, it appears that you forward this email to
2 Dave Wood at Envision-Tatham. Do you recall why you
3 forwarded this email to Mr. Wood?

4 MR. RICHARD DABRUS: Well, we'd worked
5 with David before. David was extremely connected with
6 everything that was happening in the Town. I don't
7 know why I did. On the other hand, I don't know why I
8 wouldn't.

9 MS. KATE MCGRANN: In Mr. Wood's email
10 to you, he writes back that he had had coffee with
11 Rob Voigt from the Town of Collingwood and informed
12 him of the direction your office had been given in
13 Marta's absence.

14 And if you look at the last sentence of
15 the second paragraph there, Mr. Wood reports to you
16 that:

17 "Rob's advice was that if WGD had
18 been provided conflicting direction
19 and are unclear as to who they are
20 working on for this assignment, then
21 WGD should seek clarification from
22 the acting CAO, Ed Houghton."

23 Do you remember if WGD was of the view
24 that around this time that it had been provided with
25 conflicting direction from the Town?

1 MR. RICHARD DABRUS: It -- it's
2 accurate to say that we probably had that feeling,
3 given that we did the original feasibility study
4 and -- and developed a certain opinion about what was
5 right and what was wrong with the site and now being
6 given direction to do something different on the site
7 to us seemed odd.

8 MS. KATE MCGRANN: Okay. And with
9 reference to the notion that the directions you'd been
10 given, it appears from the reading of this that
11 confusion may have been a direction from Ms. Proctor
12 versus direction from Mr. McNalty.

13 Could you address that at all?

14 MR. RICHARD DABRUS: Okay. With --
15 with all due respect to Dave, planning and design -- I
16 didn't understand was his -- his thing whereas Marta
17 was more directly responsible in -- in that, you know,
18 world.

19 MS. KATE MCGRANN: Okay. Mr. Voigt
20 suggests through Mr. Wood to you that if there is a
21 conflicting direction or lack of clarity, then WGD
22 should seek clarification directly from Mr. Houghton.

23 Do you know if WGD ever spoke directly
24 to Mr. Houghton about --

25 MR. RICHARD DABRUS: I -- I don't

1 believe we did.

2 MS. KATE MCGRANN: Okay. So just so
3 that the question and answer are clear on the record,
4 did WGD ever speak to Mr. Houghton about the work it
5 was doing for the Town on the single pad arena?

6 MR. RICHARD DABRUS: No, not that I'm
7 aware.

8 MS. KATE MCGRANN: I'm going to show
9 you some information about interactions that don't
10 involve your firm if we could look at paragraph 295 of
11 the Foundation Document.

12

13 (BRIEF PAUSE)

14

15 MS. KATE MCGRANN: So based on the
16 information that the Inquiry has received, it appears
17 that representatives of the Town met with
18 representatives of Sprung, and there's an exchange of
19 information about design components that would be
20 included in an arena and also the pool. But I just
21 want to focus on the arena with you.

22 Was your firm ever given the
23 opportunity to sit down with members of Town staff to
24 discuss more specifically components that the Town
25 would like to see in the arena or to flush out design

1 requests beyond what was given to you in the terms of
2 reference that we've looked at?

3 MR. RICHARD DABRUS: I don't believe
4 so, no.

5 MS. KATE MCGRANN: I'm going to take a
6 look at the notes from today's meeting referenced in
7 this paragraph that pertain to the arena, and they're
8 at TOC195146.

9

10 (BRIEF PAUSE)

11

12 MS. KATE MCGRANN: So there's
13 background information which you're welcome to look
14 at, but my question for you pertains more to the
15 design components that are listed towards the bottom
16 of the page.

17 If we could scroll down and see how
18 much of that section we could get on the page at once.
19 If you could take a look at that and let us know if
20 information like this was ever provided to your firm.

21 MR. RICHARD DABRUS: I don't believe
22 so, in particular the -- the second floor request.

23 MS. KATE MCGRANN: If your firm had
24 been provided with information like this, how would it
25 have affected the work that you did for the Town?

1 MR. RICHARD DABRUS: Our concept
2 drawing could have had a second floor.

3 MS. KATE MCGRANN: Any other changes
4 to the work that you did?

5 MR. RICHARD DABRUS: I don't think so.

6 MS. KATE MCGRANN: Okay. If we could
7 turn back to summary document 2-4 and look at
8 paragraphs 31 to 35.

9

10 (BRIEF PAUSE)

11

12 MS. KATE MCGRANN: So I just want to
13 walk through some correspondence that's exchanged
14 between the Town and your firm as you draw close to
15 the deadline that was originally given for the work
16 that you were doing.

17 Starting with paragraph 31 on
18 August 15th at -- just after 4:00 p.m., Ms. Proctor
19 emails Mr. Gregersen, yourself, and Mr. McNalty. She
20 says that she was speaking with Mr. McNalty that
21 afternoon and understood the information expected
22 today may be delayed.

23 She goes on to say we're on a very
24 critical timeline, and we need to compile an internal
25 report in at least draft format by the end of the day

1 Monday with final information completed by the end of
2 the day Wednesday. And she asks for an update.

3 She repeats that the 15th was a
4 critical deadline for us, and she says that she
5 requires your immediate feedback on this matter.

6 Do you remember receiving this email
7 from Ms. Proctor?

8 MR. RICHARD DABRUS: Yes.

9 MS. KATE MCGRANN: Do you remember at
10 the time if you had provided any of the information
11 that the Town had requested by --

12 MR. RICHARD DABRUS: We had a previous
13 draft report. I think we were waiting on getting
14 Tom Ingersoll's costing, and at some point, we had
15 also said that the energy model would not be provided.

16 MS. KATE MCGRANN: Okay. So I'm going
17 to scroll down and look at paragraph 32. We'll just
18 walk through the remaining paragraphs, and then I'll
19 ask you the questions that I have about this.

20 So fifteen (15) minutes later, Mr.
21 Gregersen responds. He references some drawings that
22 had been provided. He says that we are presently
23 doing the costing. Ms. Proctor comes back and says
24 that she got the drawings last week. She's looking
25 for an update on how quickly the rest of the

1 information can be delivered.

2 If we scroll down to 33, Mr. Gregersen
3 advises that the costing would be finished by
4 August 20th with a report issued the following day,
5 and he notes that operational costs may be delayed by
6 a few days.

7 Do you know what operational costs he
8 is referring to there?

9 MR. RICHARD DABRUS: The energy model.

10 MS. KATE MCGRANN: Okay. If we could
11 scroll down to paragraph 34, Ms. Proctor responds and
12 she advises Mr. Gregersen that his timelines would not
13 work with Collingwood's deadlines, and he may as well
14 suspend any further work. She asks if she can speak
15 with either of you by phone.

16 Mr. Gregersen forwards this email to
17 you and says, we'll have to do the costing ourselves.
18 Tom can't deliver until Monday.

19 Would that be Tom Ingersoll?

20 MR. RICHARD DABRUS: Yes.

21 MS. KATE MCGRANN: Okay. And that's
22 not good enough. And he says, Marta has to -- has to
23 write a staff report to Council before next Thursday.

24 And then if we could scroll down to the
25 bottom the next day on the 16th, you respond just

1 after 8:00 in the morning -- you say:

2 "We'll get something to you this
3 morning. We're having trouble with
4 operating costs as the information
5 is so preliminary, but we'll try."

6 And then a call is scheduled.

7 When you were first -- when you're
8 describing the first call that you had with
9 Ms. Proctor, you described the call as panicked, and
10 you said there was a real matter of urgency. Did --

11 MR. RICHARD DABRUS: There was a tone
12 through the entire exercise that was very impatient on
13 the Town's part.

14 MS. KATE MCGRANN: When you say in
15 your email to Ms. Proctor the morning of the 16th:

16 "We're having trouble with operating
17 costs as the information is so
18 preliminary, but we'll try."

19 When you write "the information is so
20 preliminary," what do you mean by that?

21 MR. RICHARD DABRUS: So, again, you
22 have to have a -- a somewhat well-defined building.
23 You have to know how much solid wall there is,
24 envelope, how many windows, what's the heat gain.
25 It's a hockey rink, so the ice plant -- what size is

1 it, how much heat does it throw off, energy
2 consumption on the part of the ice plant. So all
3 those are factors that have to be fairly well-
4 described for an energy model.

5 MS. KATE MCGRANN: And when those
6 factors aren't fairly well-described, does that affect
7 the accuracy of the model you can provide?

8 MR. RICHARD DABRUS: Useless exercise.

9 MS. KATE MCGRANN: Okay. Because the
10 items that you listed are necessary in order for you
11 to --

12 MR. RICHARD DABRUS: Yes.

13 MS. KATE MCGRANN: -- to run the model
14 at all?

15 MR. RICHARD DABRUS: Yes.

16 MS. KATE MCGRANN: Okay. If we could
17 look at paragraph 36 of Summary Document 2-4. The
18 paragraph describes that on August 16th, 2012, your
19 firm sent the Town a series of things, including a
20 Central Park new arena options report, an assessment
21 and budget sheet for Eddie Bush -- never mind that --
22 three (3) options for the arena, so three (3)
23 different potential site plans.

24 Do you remember your firm sending this
25 information over?

1 MR. RICHARD DABRUS: We produced
2 options, yes.

3 MS. KATE MCGRANN: One (1) of the
4 things that we see in this report, and I'm happy to
5 take you to it if you'd like to see it, is that the
6 fabric membrane is described as having no inherent 'R'
7 value.

8 MR. RICHARD DABRUS: That's true. If
9 you put insulation, as we later found out within the
10 fabric, then you have insulating value, but by itself,
11 it's nothing.

12 MS. KATE MCGRANN: Did you understand,
13 when your firm put together the information for the
14 draft report you sent over on August 16th, that you
15 had been asked to look at an insulated fabric membrane
16 building?

17 MR. RICHARD DABRUS: No.

18 MS. KATE MCGRANN: Okay. If we can
19 scroll down to paragraph 39 of this document, we see
20 that just after 9:00 in the morning on August 17th, so
21 the day after you send over the draft report, Mr.
22 McNalty sent your firm a Sprung slide show about its
23 performance arenas, and in his email, Mr. McNalty
24 writes:

25 "Attached is a brochure on insulated

1 fabric membrane arenas. In terms of
2 thermal performance, their claim is
3 R-30."

4 He says:

5 "The aluminum extrusions are placed
6 in the range of 10 to 12 feet apart.
7 In between each is outside membrane,
8 9-inch insulation, inside membrane.
9 There is no thermal break in the
10 aluminum extrusions, but they are
11 spaced quite far apart."

12 And then he says:

13 "Remember, you're not to contact the
14 manufacturer in conjunction with
15 this project at this time."

16 Do you remember your firm receiving
17 this information?

18 MR. RICHARD DABRUS: Yes, we received
19 it.

20 MS. KATE MCGRANN: And how did this
21 information affect the work that you were doing for
22 the Town?

23 MR. RICHARD DABRUS: We revised our
24 report.

25 MS. KATE MCGRANN: We do see your

1 revised report go over at the end of the day. And the
2 revised report, I take it that it incorporated some of
3 the information that you gleaned from the -- the slide
4 show that was sent to you by Mr. McNalty about
5 Sprung?

6 MR. RICHARD DABRUS: That's right, and
7 I think we stated that having lots of insulation in --
8 in an enclosure is not something that's unique to any
9 particular supplier.

10 MS. KATE MCGRANN: At that time, were
11 you aware of any other suppliers of fabric buildings
12 who could provide an insulated fabric building?

13 MR. RICHARD DABRUS: No, I'd have to
14 say no.

15 MS. KATE MCGRANN: Okay. Sorry, can
16 you just say that one (1) more time?

17 MR. RICHARD DABRUS: No, I -- I'm not
18 even aware now of another supplier, to be honest.

19 MS. KATE MCGRANN: Are you -- were you
20 aware at the time of any other fabric buildings that
21 had been built with insulation added sort of...

22 MR. RICHARD DABRUS: Typically,
23 they're just used as the membrane themselves.
24 Typically, you don't -- no, I haven't -- I'm not aware
25 of any other buildings that have insulation added to

1 them -- membrane buildings.

2 MS. KATE MCGRANN: Okay. When you --
3 actually, let me do it this way. If you look at
4 paragraph 43, we see that at 3:19 that afternoon, Mr.
5 Ingersoll provided WGD with a preliminary budget for
6 the proposed Collingwood arena, and he gives you some
7 information about how he's approached the
8 configurations. He says:

9 "I've also taken an overview of the
10 use of a fabric-type structure in
11 lieu of the pre-engineered building
12 component."

13 Do you know what he means by that?

14 MR. RICHARD DABRUS: Sorry, what
15 sentence, again?

16 MS. KATE MCGRANN: So it's the second
17 sentence in the block quote here, where he says:

18 "I've also taken an overview of the
19 use of a fabric type of structure in
20 lieu of the pre-engineered building
21 component."

22 What did you understand him to mean
23 when he said that?

24 MR. RICHARD DABRUS: I -- I believe he
25 was referring to the Sprung structure.

1 MS. KATE MCGRANN: And he goes on to
2 say:

3 "The fabric building is considerably
4 less than a pre-engineered building
5 to purchase and install."

6 He identifies some drawbacks: life
7 cycle costs, maintenance costs, cooling requirements
8 for use during summer months, and fire protection. He
9 notes that foundations would be less as well. Based
10 on his review, the overall savings to use a fabric
11 structure would be in the 450 to \$550,000 range.

12 Do you recall if you agreed with his
13 assessment at that time?

14 MR. RICHARD DABRUS: No, I didn't at
15 the time, but he was hired as the costing expert, so
16 we -- we kept it.

17 MS. KATE MCGRANN: What about his
18 assessment did you not agree with?

19 MR. RICHARD DABRUS: Well, the overall
20 cost savings, I don't actually think, compared to a
21 pre-eng -- and again, we're just talking about the
22 enclosure. You know, there's a lot of other
23 components in an arena project.

24 The pre-eng structure goes up very
25 quickly. Once you get it on site, it -- it's a month.

1 I don't really know how they could be much faster than
2 that, but again, we didn't speak with Sprung to -- to
3 verify that.

4 MS. KATE MCGRANN: I'm going to turn
5 to the revised report that you provided to the Town.
6 It's at TOC201266.

7

8 (BRIEF PAUSE)

9

10 MS. KATE MCGRANN: It's our
11 understanding that this is the final report that you
12 provided to the Town. If we could scroll down to page
13 2. Under the heading Introduction, the last sentence
14 says that:

15 "The new arena is proposed to be
16 designed to LEED Silver
17 certification levels."

18 What direction do you remember your
19 firm receiving from the Town about the proposal being
20 designed to LEED Silver certification levels?

21 MR. RICHARD DABRUS: I don't remember
22 specifically, but we wouldn't have added that on our
23 own, unless we were asked.

24 MS. KATE MCGRANN: All right. And
25 it's my understanding that you then list a number of

1 green initiatives in relation to that direction.

2 What was the purpose of including the
3 green initiatives that -- that you set out in this
4 report?

5 MR. RICHARD DABRUS: I don't recall
6 specifically, but again, Marta must have asked us
7 about what initiatives we would include.

8 MS. KATE MCGRANN: Okay. Do you know
9 if the green initiatives that you included in this
10 report were related to the -- the notion that the
11 arena is going to be looking for a LEED Silver
12 certifications?

13 MR. RICHARD DABRUS: That would be the
14 case.

15 MS. KATE MCGRANN: And I'll give you
16 the opportunity to scroll through the green
17 initiatives so you can look at all of them, but my
18 question for you would be: How would these initiatives
19 assist in the pursuit of a LEED Silver certification
20 for the arena?

21 MR. RICHARD DABRUS: So the LEED
22 system has a checklist, one hundred (100) different
23 points or whatever. LEED Silver is between 50 and 59
24 points. These would have been points that were taken
25 off a -- a list on a project I worked -- we were

1 currently working on in Cobourg.

2 MS. KATE MCGRANN: So am I right in
3 understanding that each of these items would hopefully
4 come with an associated number of points that would
5 count in the score towards the --

6 MR. RICHARD DABRUS: Yes.

7 MS. KATE MCGRANN: Okay. If we could
8 go to page 6 of this report.

9 THE HONOURABLE FRANK MARROCCO: Just
10 before you do that, can -- can you go back to the
11 introduction. You -- you -- you say in there the new
12 arena is proposed to be designed. Both structures?

13 MR. RICHARD DABRUS: I wasn't involved
14 with the pool. Is that --

15 THE HONOURABLE FRANK MARROCCO: No, I
16 meant --

17 MR. RICHARD DABRUS: Oh, both --

18 THE HONOURABLE FRANK MARROCCO: --
19 pre-engineered versus fabric.

20 MR. RICHARD DABRUS: If we were given
21 the direction that it was to be LEED, then yes, both
22 structures would have to meet the -- the same
23 requirements and go through the same certification.

24 THE HONOURABLE FRANK MARROCCO: So
25 would that have been included in your -- when you were

1 doing your estimation?

2 MR. RICHARD DABRUS: No. We broke it
3 out as a separate budget, I believe.

4 THE HONOURABLE FRANK MARROCCO: Okay.

5

6 CONTINUED BY MS. KATE MCGRANN:

7 MS. KATE MCGRANN: Could we turn to
8 page 6 of the report, please. And if we could scroll
9 down, I just want to ask some questions about
10 insulation.

11 If you look at heading number 1
12 "exterior walls," it talks about a cavity wall with R-
13 12 rigid insulation, and if you look at item number 2
14 "structure and roof," it talks about a pre-finished
15 metal roof with a R-19 rigid insulation.

16 And we know from Mr. McNalty's email
17 that Sprung's claim was R-30 insulation in its
18 insulated membrane structure.

19 Was your firm asked to consider whether
20 a pre-engineered steel building could achieve R-30
21 insulation -- whether that was desirable?

22 MR. RICHARD DABRUS: I believe when we
23 were told the R-30 insulation in the membrane
24 structure that we said that the steel structure could
25 achieve the same, and they can. You can go up to R-40

1 with a -- with a -- a steel roof or pre-engineered
2 steel roof with standoffs off the structure.

3 MS. KATE MCGRANN: Okay. And is that
4 level of insulation something that was sought in
5 the -- the arena work that you had done up until this
6 point?

7 MR. RICHARD DABRUS: No. Actually,
8 I'm surprised that it was R-19. I guess it became R-
9 24 quickly after that, but that was the -- the Ontario
10 Building Code at the time.

11 Now, I -- I'd also like to point out --
12 and you told me not to stray -- but adding lots of
13 insulation doesn't necessarily give you a better
14 product or -- or result. There's a certain point
15 where there -- there's diminishing returns.

16 So we wouldn't have necessarily said
17 that R-30 is going to really -- we wouldn't
18 necessarily recommend R-30.

19 MS. KATE MCGRANN: Okay.

20 THE HONOURABLE FRANK MARROCCO: But
21 for an arena or general.

22 MR. RICHARD DABRUS: In general. At a
23 certain point -- because the entire thing about 'R'
24 value or 'U' value is that you -- you stop the
25 transfer of -- of heat from one (1) area to another,

1 and at a certain point, it sort of becomes flat or it
2 becomes flattened off.

3 THE HONOURABLE FRANK MARROCCO: M-hm.

4 MR. RICHARD DABRUS: So you're paying
5 extra money and not really getting much -- much
6 benefit.

7

8 CONTINUED BY MS. KATE MCGRANN:

9 MS. KATE MCGRANN: If we could go to
10 page 9 of the report. Scroll down. So under the
11 heading "Pre-Engineered" -- up a little bit -- under
12 the heading "Pre-Engineered Structure vs Membrane
13 Structure Comparison," this report sets out some
14 information about comparing a pre-engineered structure
15 to a membrane structure with respect to certain
16 components.

17 I want to first look at the energy
18 use/thermal performance. Here you've identified that
19 the normal insulation value for a pre-engineered
20 structure with the sandwich panels R-19 for roofs and
21 R-12 for walls.

22 As you've identified in your answer,
23 the report notes that greater 'R' values can be
24 achieved with insulated panels in roofs and values as
25 high as R-30 are achievable.

1 You go on to comment that:

2 "Membrane structures by their nature
3 have no inherent thermal resistant
4 value. However by creating a
5 cavity, high 'R' values can be
6 obtained. With a 6-inch cavity and
7 thermal plastic are similar
8 insulation, R-30 is achievable."

9 So you've addressed the question of
10 whether each of those structure types can achieve R-
11 30. Were you asked for your opinion on what 'R' value
12 of insulation would be advisable for the arena?

13 MR. RICHARD DABRUS: No. I don't --
14 no.

15 MS. KATE MCGRANN: In the next
16 paragraph, the report goes on to offer an opinion
17 about the relative performance of pre-engineered
18 structure and a membrane structure with the equivalent
19 amount of insulation.

20 You give the opinion that the
21 performance of a pre-engineered structure with an
22 equivalent amount of insulation to that of a membrane
23 structure would be expected to be superior. You've
24 set out why in this paragraph, but I wonder if you can
25 just explain to us why that opinion was set out in

1 this report.

2 MR. RICHARD DABRUS: Well, a membrane
3 structure between aluminum supports is intention, and
4 there's been a history in the past of membrane
5 structures and tension failing -- the Metrodome in
6 Minneapolis, The Big O failed.

7 A steel structure doesn't have that
8 same issue. When a metal building -- when the roofing
9 goes, you re-roof it. With an aluminum extrusion
10 where the -- the membranes and integral part of the
11 enclosure -- I don't know how you replace it, short of
12 taking it down and completely redoing it.

13 And the other issue there -- and it's -
14 it's the thermal bridging. So for a long time,
15 there's been a problem where builders would have a
16 steel structure, then they'd put insulation in between
17 the steel, and -- and they would say they're achieving
18 a certain 'R' value.

19 Well, the Building Code has changed,
20 and they've recognized that no, it has to be
21 continuous insulation. So today, that arena wouldn't
22 be able to be built the way it was built. You would
23 have to have insulation that goes over top the
24 aluminum structure and not -- not in between.

25 Putting rubber gaskets and caps on top

1 of any kind of metal that is between -- goes between
2 inside and outside wouldn't be allowed by today's
3 Code.

4 MS. KATE MCGRANN: Do you know when
5 the changes to the Code that were made that --

6 MR. RICHARD DABRUS: It would have
7 been 2016.

8 MS. KATE MCGRANN: Okay. And when you
9 talk about putting caps on, can you help us understand
10 what you're talking about there?

11 MR. RICHARD DABRUS: So you could say
12 you're -- you're avoiding the thermal transfer by
13 putting a bit of rubber that is then encapsulated with
14 another piece of metal, and that stops the direct
15 transfer of heat, but the -- the piece of rubber
16 doesn't really have any 'R' value or not very much.

17 So that's what I mean. It's -- it's
18 not performing the way the Code wants it to perform
19 because the insulation isn't continuous across the --
20 the structure -- the structure.

21 MS. KATE MCGRANN: Okay. I'm going to
22 try to describe this back to you to make sure that I
23 understand what you're talking about.

24 Have I got this right? Insulation --
25 like a sandwich of insulation is forming the barrier

1 between the inside and the outside. That insulation
2 is broken by a cross section of metal effectively, and
3 the idea would be that that cross section of metal
4 facilitates the heat from the inside to the outside or
5 the outside to the inside depending on --

6 MR. RICHARD DABRUS: That's correct.

7 MS. KATE MCGRANN: -- what season
8 we're in. And the notion that you would place rubber
9 on either end of that metal to stop the heat transfer,
10 that's not a particularly effective way of stopping
11 that heating from being transferred from one side to
12 the other?

13 MR. RICHARD DABRUS: I don't believe
14 so, but the Building Code kind of also doesn't believe
15 so.

16 THE HONOURABLE FRANK MARROCCO: Did I
17 understand you to say you couldn't build the arena --

18 MR. RICHARD DABRUS: The way the --

19 THE HONOURABLE FRANK MARROCCO: --
20 we're talking about the way it -- today the way it was
21 built in 2013 or '12 or whenever it was built?

22 MR. RICHARD DABRUS: So the wording in
23 the most current Ontario Building Code is that the
24 insulation -- the 'R' value has to be continuous which
25 means you can't have little bit of rubber act as your

1 insulation where the structure happens to be.

2 MS. KATE MCGRANN: Your Honour, I'm
3 about to move on to a separate section and --

4 THE HONOURABLE FRANK MARROCCO:
5 Mr. Dabrus, we'll take a short break.

6 MR. RICHARD DABRUS: Sure.

7

8 --- Upon recessing at 11:08 a.m.

9 --- Upon resuming at 11:19 a.m.

10

11 CONTINUED BY MS. KATE MCGRANN:

12 MS. KATE MCGRANN: Before the break,
13 we were looking at the report that WGD provided the
14 Town, and I'd like to turn back to that document.
15 It's at TOC201266.

16

17 (BRIEF PAUSE)

18

19 MS. KATE MCGRANN: If we could go to
20 page 10 of this document.

21

22 (BRIEF PAUSE)

23

24 MS. KATE MCGRANN: Scroll down. I
25 want to look at the project cost here.

1 (BRIEF PAUSE)

2

3 MS. KATE MCGRANN: So here we see --
4 you've set out a table. Site costs common to both
5 building types, building costs for pre-eng building
6 option, and building costs for a fabric structure
7 option. One (1) of the things that isn't discussed in
8 your report is the -- the construction approach. And
9 you'd talked to us earlier about a -- a
10 design/bid/build, or a design/build phase.

11 These estimates for one (1) of those
12 approaches or the other?

13 MR. RICHARD DABRUS: The cost would be
14 the same.

15 MS. KATE MCGRANN: Can you help me
16 understand how the cost estimates would be the same
17 for either approach that you could take to building
18 the building?

19 MR. RICHARD DABRUS: Well, building
20 costs don't change based upon the delivery type or
21 style. The only thing you do is shift risk. You
22 shift the risk from the owner, in the case of
23 design/bid/build to the design/build.

24 But with the shifting of risk, you're
25 really not saving any money. Your -- your one (1)

1 point responsibility makes communication easier, but
2 the design/builder would -- would have to carry these
3 costs in -- in their budget.

4 MS. KATE MCGRANN: And so am I right
5 in -- in understanding that these costs are the costs
6 that the Town would incur? Like, this is an estimate
7 of how much it would cost the Town to build either of
8 these building types?

9 MR. RICHARD DABRUS: No -- well, yes,
10 if -- if it was design/bid/build, then there'd be a
11 contra -- well, there's going to be a contract with
12 the contractor at some point anyways. Yes, the Town
13 has to pay that.

14 MS. KATE MCGRANN: Okay. When you
15 were mentioning near --

16 THE HONOURABLE FRANK MARROCCO: Just a
17 moment. Just let me understand. Regardless of which
18 approach you take, the -- you still have to do the
19 site -- the -- you -- you still -- somebody -- these
20 costs have to be incurred?

21 MR. RICHARD DABRUS: You have to put
22 down the asphalt for the parking space, so absolutely,
23 you have to provide the -- the drainage for the
24 parking lot, whether it's a storm water management
25 pond, or you connect to the city sewers. I mean, it

1 just has to be done.

2 THE HONOURABLE FRANK MARROCCO: So you
3 -- you were saying that -- that it's about who bears
4 the risk?

5 MR. RICHARD DABRUS: Yes.

6 THE HONOURABLE FRANK MARROCCO: But
7 presumably, whoever bears the risk builds that into
8 their -- in -- into their estimate. If the builder is
9 bearing the risk, they want to make sure that whatever
10 they've agreed to do it for is the right number,
11 right?

12 MR. RICHARD DABRUS: Correct.

13 THE HONOURABLE FRANK MARROCCO: I
14 mean, so --

15 MR. RICHARD DABRUS: Somebody has to --

16 THE HONOURABLE FRANK MARROCCO: The
17 number's going to be higher to make sure you don't
18 make a mistake?

19 MR. RICHARD DABRUS: Sorry, in the
20 case of the design builder?

21 THE HONOURABLE FRANK MARROCCO: Yes.

22 MR. RICHARD DABRUS: That's quite
23 possible, yes.

24

25 (BRIEF PAUSE)

1 MR. RICHARD DABRUS: There'd be
2 contracts, and -- and it --

3 THE HONOURABLE FRANK MARROCCO: I'm
4 sorry?

5 MR. RICHARD DABRUS: When you go out
6 design/build, normally, you do have a competitive
7 tender. Some people may be willing to take a greater
8 risk than others and -- and reduce that contingency.

9 THE HONOURABLE FRANK MARROCCO: And by
10 reducing the -- the estimate of what it -- or the
11 cost?

12 MR. RICHARD DABRUS: Right.

13

14 (BRIEF PAUSE)

15

16 CONTINUED BY MS. KATE MCGRANN:

17 MS. KATE MCGRANN: When you were
18 describing the -- the phases, from your experience of
19 a design/bid/build approach this morning, you had
20 mentioned an indicative design phase.

21 Has taking that step normally, in your
22 experience, resulted in an increased cost to the
23 client for the project overall?

24 MR. RICHARD DABRUS: That indicative
25 is -- is for design/build. It -- it theoretically

1 doesn't increase the cost very much, but the
2 design/build teams always complain about having to --
3 to redo too much. It's -- it's the discussion.

4 Can I add something? I know you told
5 me not to, but the one (1) advantage of design/build
6 is that you normally have a shortened delivery
7 process.

8 MS. KATE MCGRANN: Can you help us
9 understand why that is?

10 MR. RICHARD DABRUS: Having that one
11 (1) point of contact, it -- it's -- just my
12 experience, it -- it seems that you're able to move
13 things along more quickly. The -- the tendering
14 process -- again, the builder -- design builder takes
15 on greater risk, which means they make assumptions
16 more quickly than if you go through full set of
17 documentation, and everything just gets compressed a
18 little bit.

19 MS. KATE MCGRANN: And as I mentioned
20 earlier, we don't see any discussion of a -- a
21 design/bid/build process as compared to a design/build
22 process in this report.

23 Did the Town ask you to consider the
24 benefits and drawbacks of those two (2) different
25 approaches as part of the work you were doing?

1 MR. RICHARD DABRUS: No, they didn't.

2 MS. KATE MCGRANN: If they had asked
3 you, would that be a -- a question that you could have
4 answered for them?

5 MR. RICHARD DABRUS: Yes.

6 MS. KATE MCGRANN: Are you able to say
7 now what -- what you would have said to them then?

8 MR. RICHARD DABRUS: Well, more or
9 less what I just said. You'll likely get your
10 building delivered faster if you go design/build.

11 MS. KATE MCGRANN: Okay.

12

13 (BRIEF PAUSE)

14

15 MS. KATE MCGRANN: But just to make
16 sure that I've got this right, your estimates, you
17 say, would have been, you know, as accurate as they
18 could have been for either approach that the Town
19 would take at this point in the project?

20 MR. RICHARD DABRUS: That's right.

21 MS. KATE MCGRANN: Okay. We're going
22 to turn from your report to the staff report that was
23 presented to Council on August 27th, 2012. It's at
24 CJI6146.

25

1 (BRIEF PAUSE)

2

3 MS. KATE MCGRANN: Do you recall if
4 WGD was asked to review a -- a draft of this report
5 before it was finalized?

6 MR. RICHARD DABRUS: We were not.

7 MS. KATE MCGRANN: Was WGD provided
8 with a copy of this report before it was provided to
9 Council?

10 MR. RICHARD DABRUS: No, we were not.

11 MS. KATE MCGRANN: If we could go to
12 page 3, that's where the discussion of the single pad
13 arena begins. At the bottom? Yeah. Thank you.

14 Here, it states that there were two (2)
15 types of construction investigated to provide a single
16 pad arena in Central Park, and it notes that certain
17 site improvement costs will be incurred regardless of
18 the type of building.

19 And if we could scroll down a little
20 bit further. Page...

21

22 (BRIEF PAUSE)

23

24 MS. KATE MCGRANN: The first paragraph
25 discusses the two (2) building construction types

1 investigated. It identifies pre-engineered steel
2 building, with lobby and entrance constructed with
3 architectural blocks. And the other type of building
4 was insulated architectural membrane structure. If
5 you could go down to...

6

7

(BRIEF PAUSE)

8

9 MS. KATE MCGRANN: ...the second
10 paragraph, which discusses LEED silver accreditation,
11 and what would qualify. It notes here that:

12

"Each of the arenas proposed would

13

qualify for a LEED silver

14

accreditation. In order to receive

15

the accreditation, there would be

16

additional commissioning costs for

17

either building system."

18

It goes on to say:

19

"A significant difference in the two

20

(2) construction types is that the

21

insulated architectural membrane

22

structure has the LEED requirements

23

built into its basic design."

24

What does that statement mean to you?

25

MR. RICHARD DABRUS: It means that --

1 well, they're saying that it's a package that meets
2 all the requirements. But that's not a correct
3 statement, in my opinion.

4 MS. KATE MCGRANN: Can you help us
5 understand why?

6 MR. RICHARD DABRUS: Well, because the
7 membrane structure is just an enclosure. There --
8 there are many other elements that go into LEED
9 certification, everything from having bus stops close
10 by to -- to low flush toilets. And it's a complete
11 package, complete arena. And again, the structure and
12 closure are just components of the overall picture.

13

14 (BRIEF PAUSE)

15

16 MS. KATE MCGRANN: If we scroll down
17 to the fourth paragraph, here it says:

18 "The estimated cost for the supply
19 and construction of the basic --
20 basic insulated architectural
21 membrane arena is seven million
22 three hundred and ninety-two
23 thousand dollars (\$7,392,000) as
24 compared to 11.1 to 12.3 million."

25 And it notes in brackets:

1 "Estimates provided by WGD for the
2 pre-engineered steel arena built
3 using conventional construction
4 methodology."

5 What was your reaction to reading that
6 statement in this report?

7 MR. RICHARD DABRUS: Yeah, I'm not
8 quite sure where the numbers come from.

9 MS. KATE MCGRANN: And with respect to
10 the -- the notion that the pre-engineered steel arena
11 built using conventional construction methodology, I
12 think you had told us that the -- the estimates that
13 you provided would have applied to conventional
14 construction or design/build.

15 Is that fair?

16 MR. RICHARD DABRUS: For the site
17 works, yes.

18 MS. KATE MCGRANN: Pardon me?

19 MR. RICHARD DABRUS: For the site
20 works.

21 MS. KATE MCGRANN: And wasn't the
22 estimate for the pre-engineered steel also accurate --

23 MR. RICHARD DABRUS: Yes -- yes.

24 MS. KATE MCGRANN: And just so that
25 the record's clear when we read it later, the estimate

1 for the pre-fabricated steel building would have been
2 accurate whether it was design/build or
3 design/bid/build?

4 MR. RICHARD DABRUS: Yes.

5 MS. KATE MCGRANN: With respect to the
6 site works, are you referring to the 1.16 million
7 number that was set out for the site works, so --

8 MR. RICHARD DABRUS: Yes.

9 MS. KATE MCGRANN: -- applicable to
10 either building?

11 MR. RICHARD DABRUS: Yes.

12 MS. KATE MCGRANN: To be clear, that
13 1.16 estimate was applicable to either pre-engineered
14 steel or a fabric building?

15 MR. RICHARD DABRUS: Yes.

16 MS. KATE MCGRANN: No matter whether
17 you went design/build or design/bid/build?

18 MR. RICHARD DABRUS: The cost of
19 asphalt is the same.

20 MS. KATE MCGRANN: You said that you
21 hadn't been provided with a copy of this report before
22 it went to Council.

23 Did anybody talk to you about taking
24 the estimates that you had provided and representing
25 to Council that your estimates would be 11.1 to 12.3

1 million?

2 MR. RICHARD DABRUS: No.

3 MS. KATE MCGRANN: When Mr. McNalty
4 appeared before the Inquiry, he gave evidence about
5 some adjustments that had been made to the estimates
6 that WGD provided, and he gave us some information
7 about the rationale behind those adjustments, and I
8 want to walk through a couple of them with you and get
9 your reaction to them.

10 If we could turn to TOC218804.

11

12 (BRIEF PAUSE)

13

14 MS. KATE MCGRANN: This is a
15 spreadsheet that sets out the approach that -- and if
16 you could scroll to the right. We just need to be
17 able to see the pre-eng steel and the insulated
18 architectural membrane, so I think you can probably
19 blow it up a little bit more.

20 This is a spreadsheet that sets out the
21 approach that the Town took to making some adjustments
22 to WGD's estimate, and you're being handed in paper
23 copy the detailed calculation of the estimate that WGD
24 included in its report.

25 That document is at TOC0201219, for the

1 sake of the record, but we'll keep this one up on the
2 screen.

3 THE HONOURABLE FRANK MARROCCO: We do
4 this be -- because it's awkward switching back and
5 forth on the screen between documents for comparison
6 purposes.

7

8 CONTINUED BY MS. KATE MCGRANN:

9 MS. KATE MCGRANN: So I'm not going to
10 walk through each mathematical step but I am going to
11 talk about some assumptions that underlie some of the
12 adjustments that were made here, and one (1) of the
13 adjustments that's made to the WGD estimate is that
14 each of the -- the green optional upgrades that were
15 listed in WGD's report is added to the base estimate
16 for the pre-engineered steel building, and it's added
17 at the top end of the -- the range that was provided
18 in the report.

19 The rationale for adding those options
20 into the pre-eng estimate was that Mr. McNalty
21 understood that the Sprung buildings would be LEED
22 silver equivalent by virtue of the use of the Sprung
23 building envelope, and so in order to compare apples
24 to apples, he felt that all of the recommended
25 upgrades should be added to the prefab steel building

1 to -- so that from a LEED perspective, you'd be
2 looking at buildings with the same ability to achieve
3 LEED equivalency.

4 What is your reaction to that
5 rationale?

6 MR. RICHARD DABRUS: Well, none of the
7 recommended upgrades have anything to do with the
8 enclosure, and again the Sprung system is just
9 enclosure, steel frame and -- and enclosure. So the
10 recommended upgrades, unless they're itemized in -- in
11 the Sprung budget, I don't know if they're there or
12 not.

13 THE HONOURABLE FRANK MARROCCO: If
14 they're not there, are you saying they apply -- these
15 upgrades should be applied to both?

16 MR. RICHARD DABRUS: Yes.

17

18 CONTINUED BY MS. KATE MCGRANN:

19 MS. KATE MCGRANN: To be fair, do you
20 know if a green roof can be applied to a fabric
21 membrane building?

22 MR. RICHARD DABRUS: So we did an
23 arena in Leaside that -- sorry, a fabric or membrane
24 building?

25 MS. KATE MCGRANN: A fabric membrane

1 building, yeah.

2 MR. RICHARD DABRUS: Oh. No, it
3 couldn't be applied.

4 MS. KATE MCGRANN: It's my
5 understanding that LEEDs is a points-based system, and
6 I don't even know if you could bring this to an
7 apples-to-apples comparison at this point in time, but
8 is the notion effectively in order to do that you'd
9 want to add components that would achieve similar
10 points in both buildings so that you could -- you
11 could be looking at apples to apples?

12 MR. RICHARD DABRUS: You would have
13 to, yes.

14 MS. KATE MCGRANN: Okay.

15 THE HONOURABLE FRANK MARROCCO: Is the
16 -- is the obvious correct, you can't put a green roof
17 on a membrane? Is that right?

18 MR. RICHARD DABRUS: I think that's
19 fair to say.

20 THE HONOURABLE FRANK MARROCCO: Okay.
21 So whatever points you get for a green roof, wouldn't
22 be able to get points for a green roof on a membrane.
23 You'd have to find some other way to try to make up
24 those points or you just would never achieve those
25 points?

1 MR. RICHARD DABRUS: That's correct.

2

3 CONTINUED BY MS. KATE MCGRANN:

4 MS. KATE MCGRANN: If we scroll down,
5 we see -- it's row 29. There's a second floor
6 mezzanine/lounge, and at the start says "see summary,"
7 and there's an associated cost for that second floor
8 mezzanine/lounge of \$995,037.02.

9 You've told us that you weren't asked
10 to include a second floor mezzanine and lounge in --
11 in your estimate.

12 Mr. McNalty's evidence was that the
13 Sprung building had a second floor, and so in order to
14 make the -- the two (2) estimates comparable, he
15 sought to put together an estimate for what a second
16 floor would cost in a prefabricated steel building.

17 And if we scroll all the way to the
18 right, he's shown his work in the spreadsheet so that
19 you can take a look at what he did to get to that
20 number.

21 And if you scroll up. Just to help
22 you understand what we understand happened here, if
23 you look under the heading "Reference," you'll see
24 that there are a series of numbers associated with the
25 items shown here. Where the reference number does not

1 have a dash, that's information that he took from the
2 WGD estimate. Where the reference number does have a
3 dash, that's information that he took from the Sprung
4 budget.

5 So the first thing that he did in
6 attempting to create an estimate for the second floor
7 is he took the exterior architectural block from the
8 WGD estimate, which you have in paper in front of you,
9 and if you look at the WGD budget, page 4, under the
10 heading "Masonry," which is about halfway down the
11 page. I believe that he's taken the exterior
12 architectural block estimate for the arena, which
13 totals \$187,775, and he has added that as the first
14 item in the second floor mezzanine, the estimate that
15 he's putting together.

16 Can you tell us what was your reaction
17 to seeing that first step in calculating this
18 estimate?

19 MR. RICHARD DABRUS: So in our
20 estimate, the exterior architectural block would have
21 been around the entire perimeter of the arena, so some
22 220 feet by a hundred feet, up to a height of 7 or 8
23 feet. And -- and the reason we do that on arenas is
24 because kids have hockey sticks and they -- they like
25 to hit things, so it's -- it's a way of protecting the

1 building.

2 That's a big area. That's a big
3 volume. You know, a couple hundred feet, 220 feet by
4 about a hundred feet. Adding a second floor doesn't -
5 - not equivalent to -- to closing the -- the base of
6 an arena.

7 MS. KATE MCGRANN: Would exterior
8 architectural block have been used for the second
9 floor?

10 MR. RICHARD DABRUS: Not necessarily.
11 Could have been a metal panel; could have been an
12 insulated metal panel. There are lots of different
13 options. And quite likely no, it would not be used on
14 a second floor.

15 MS. KATE MCGRANN: Can you help us
16 understand, and I understand if -- if this is
17 hypothetical and you can't, but my question would be:
18 Is the cost of \$187,775 -- how would that compare to
19 what you would expect to have put in place for a
20 second floor for a project like this?

21 MR. RICHARD DABRUS: Well, it's quite
22 an excessive number. The cost of putting a metal
23 panel wall system on a second floor instead of taking
24 block all the way up could be half, but again the
25 quantities here don't make sense.

1 MS. KATE MCGRANN: He took a similar
2 approach with the next two (2) line items, block back
3 up to above and cavity wall insulation, CW, I
4 understand that's "complete with," vapour barrier.
5 He's taken the estimates from the arena that you
6 provided and he has added them to the estimate for the
7 -- the second floor mezzanine.

8 Does that approach make sense to you?

9 MR. RICHARD DABRUS: No.

10 MS. KATE MCGRANN: Okay. Can you help
11 me understand why not?

12 MR. RICHARD DABRUS: Well, those
13 numbers in our estimate would have been for the entire
14 arena. I -- I'm not quite sure how you can say a
15 second floor is going to incur the same costs.

16 MS. KATE MCGRANN: As I imagine the
17 second floor of the arena, I'm imagining the walls, or
18 the -- but basically, the building just being built up
19 a second floor, the roof being put on top of that.

20 Am I imagining this properly? Is that
21 -- am I envisioning this properly?

22 MR. RICHARD DABRUS: Sorry, can you
23 repeat that?

24 THE HONOURABLE FRANK MARROCCO:
25 Judging by your look, I suspect that Ms. McGrann was

1 not imagining it properly, but maybe you should try
2 again.

3

4 CONTINUED BY MS. KATE MCGRANN:

5 MS. KATE MCGRANN: When you add a
6 second floor to an arena to account for a second-floor
7 mezzanine, what is -- what is added to the building?

8 MR. RICHARD DABRUS: So the arena
9 itself is 85 feet by 200 feet, plus benches, plus
10 seating. That is the pre-eng portion. You would
11 never take a pre-eng building and put -- well, at
12 least we wouldn't -- and put it over top the lobby
13 area.

14 The lobby area is just that:
15 administration, offices, if there's a canteen or
16 something. That would be conventional construction,
17 so that would be steel stud, the block cavity outside,
18 remittal panel outside. And that's a much smaller
19 area. It's probably in the range of 5,000 to 6,000
20 square feet out of the overall 45,000 square feet.

21 So it's not just taking a second floor
22 and putting it over top of the ice. It's putting it
23 over top the common areas.

24 MS. KATE MCGRANN: Okay. Is the
25 height of the pre-eng portion of the arena already

1 tall enough to accommodate a -- a second-floor
2 mezzanine?

3 MR. RICHARD DABRUS: Well, you
4 wouldn't do that, because you need the clear height
5 over top of the ice. Would you build a pre-eng over
6 the common areas? No. You would go back to open web
7 steel joists because they're more economical than a
8 pre-eng structure. A pre-eng structure is designed
9 for long spans. Once you get into an area where you
10 can have intermediate columns and supports, that's a
11 more economical building system.

12 MS. KATE MCGRANN: Okay. The notion
13 of adding a second-floor mezzanine lounge area to the
14 building -- am I right that that is something that
15 you're building above the lobby, et cetera, area?

16 MR. RICHARD DABRUS: That's where
17 you'd do it.

18 MS. KATE MCGRANN: Okay. What
19 adjustments do you need to make, if any, to the pre-
20 eng portion of the building to accommodate a second-
21 floor mezzanine?

22 MR. RICHARD DABRUS: Well, we wouldn't
23 do it, to be blunt. A pre-eng structure's designed to
24 have the minimum amount of weight, and -- and adding
25 extra weight, such as floors and things to it, is

1 cost-prohibitive.

2 MS. KATE MCGRANN: One (1) of the
3 things that I understand the second-floor mezzanine
4 envisioned was a viewing panel or like a window from
5 the lounge so that you could see the game play below.

6 Is what you're describing -- the
7 buildup above the lobby, et cetera -- would that
8 accommodate that kind of a viewing window onto the
9 playing area?

10 MR. RICHARD DABRUS: Sure. That's
11 quite a common feature in -- in arena designs.

12 MS. KATE MCGRANN: And... Okay.

13 THE HONOURABLE FRANK MARROCCO: So --
14 so the -- the -- the error in the thinking is that in
15 order to create that kind of a viewing area, you would
16 have to create a second-floor mezzanine using the same
17 type of construction as you used to construct the
18 building. Is that -- is that where the error is? The
19 conceptual error?

20 MR. RICHARD DABRUS: Yes. You
21 wouldn't take the long-span structure and then put a
22 second floor on -- you know, within it. It's just not
23 a -- a way you would go.

24 THE HONOURABLE FRANK MARROCCO: But --
25 but you could create the viewing area if you -- if you

1 wanted to do that in a pre-engineered building.

2 MR. RICHARD DABRUS: You could, but as
3 I said, it's not the most economical way of
4 proceeding. Going with conventional construction,
5 where you have shorter spans is -- is -- is normally
6 the way you'd proceed.

7

8 CONTINUED BY MS. KATE MCGRANN:

9 MS. KATE MCGRANN: Turning back to the
10 -- the work that Mr. McNalty did to try to estimate
11 the -- the second floor for the pre-engineered steel
12 building, the only other information that he took from
13 the WGD estimates is about two-thirds of the way down,
14 what you can see on the screen here. It's been
15 highlighted for you. It's the exterior windows.

16 And what he did was take some but not
17 all of the cost from the WGD estimate for exterior
18 windows on the assumption that the windows in the
19 second storey -- there wouldn't be as many of them as
20 there would be in the first storey. What is your
21 reaction to that approach?

22 MR. RICHARD DABRUS: Well, it's --
23 it's a modest number. You would expect to have more
24 windows on the second floor, absolutely. I don't have
25 a problem with this assumption.

1 MS. KATE MCGRANN: And then other than
2 that, my understanding of what Mr. McNalty did is he
3 reviewed the W -- sorry, the Sprung budget, and
4 wherever there was a line item that was associated
5 with the second floor, he took that item and added it
6 to his estimate for the second floor for the pre-
7 engineered steel building.

8 Do you think that that was -- does that
9 result in an accurate estimate of what it would cost
10 to put a second-floor mezzanine in the pre-engineered
11 steel building?

12 MR. RICHARD DABRUS: I -- I suppose.

13 MS. KATE MCGRANN: Sorry, could you
14 say that again?

15 MR. RICHARD DABRUS: I -- I would have
16 to look into it in more detail.

17 MS. KATE MCGRANN: Okay. Is it the
18 case that you can't say here, sitting today, looking
19 at these numbers, this is accurate. This is
20 inaccurate?

21 MR. RICHARD DABRUS: Correct.

22 MS. KATE MCGRANN: Okay. If we scroll
23 down to the bottom, and if your answer is the same,
24 then you can let me know. His work brings the total
25 cost of adding a second-floor mezzanine and lounge to

1 the pre-fabricated steel building -- he estimates that
2 it's going to cost just under \$1 million.

3 Are you able to, at a high level, tell
4 us whether that number is -- is a good estimate for
5 what that would cost or not?

6 MR. RICHARD DABRUS: So I'd have to
7 know how many square feet the second floor is, and
8 then I would, as a ballpark number, use \$80 a square
9 foot, and that would give me a number.

10 MS. KATE MCGRANN: Okay. And the \$80
11 a square foot ballpark, would that have been a number
12 that was applicable in 2012?

13 MR. RICHARD DABRUS: Yes. Now it
14 would be closer to \$100.

15 THE HONOURABLE FRANK MARROCCO: If --
16 if you had been asked -- if someone from the Town had
17 phoned you and asked you to provide an estimate of
18 what it would cost to have a second-floor mezzanine,
19 any reason why you wouldn't have been able to do that?

20 MR. RICHARD DABRUS: We would have
21 been able to do that.

22

23 CONTINUED BY MS. KATE MCGRANN:

24 MS. KATE MCGRANN: And just to be
25 clear, was that request ever made of you?

1 MR. RICHARD DABRUS: No.

2 MS. KATE MCGRANN: Okay. If we could
3 scroll over to the left so we can see the two (2)
4 sections for the calculation of the pre-engineered
5 steel and fabric building. Pre-engineered steel is on
6 the left, and the fabric building is on the right.

7 Another adjustment that was made is --
8 and we'll have to look again at the WGD estimate to
9 follow along with this. So if you take the paper copy
10 document that's in front of you -- it's at TOC201219
11 and look at it. On the very last page towards the
12 bottom, there's a base cost set out of \$7,141,811, and
13 then there's a construction contingency of 5 percent
14 put on top of that number. And that brings you to
15 \$7,498,902.

16 If you go back to the first page, see
17 that number at the top under project summary's
18 estimate, 7,498,902. There are some additional fees
19 added, and then at the bottom, you can see a design
20 contingency of 5 percent is added to that overall
21 number, to bring you to a total estimate of 8,769,405.

22 Before I talk about the adjustments
23 that Mr. McNalty made to that, I do want to understand
24 one (1) thing. The design contingency, 5 percent here
25 -- what is that for?

1 MR. RICHARD DABRUS: That's the design
2 fee for architectural, structural, mechanical,
3 electrical, and landscape architectural services.

4 MS. KATE MCGRANN: Okay. So --

5 MR. RICHARD DABRUS: Perhaps civil
6 too. I'm not sure.

7 MS. KATE MCGRANN: Okay. When you
8 look on the first page under the heading Non-included,
9 one of the -- the second item is design fees.

10 Does the 5 percent contingency relate
11 to the design fees that this says are not included?

12 MR. RICHARD DABRUS: It should.

13 MS. KATE MCGRANN: Okay. And -- and
14 by relate to, would the 5 percent design contingency
15 cover the design fees?

16 MR. RICHARD DABRUS: The 5 percent
17 would cover design fees. I'm not quite sure why Tom
18 called it design contingency. The 5 percent's about
19 the correct amount for -- for design services. It
20 could be that this 5 percent that he has up higher --
21 that 5 percent is a contingency over and above the one
22 that he has on the trades -- that's meant to capture
23 changes in the design that the client might make.

24 MS. KATE MCGRANN: And when you say
25 the contingency -- when you talk about the contingency

1 attached in the trades, what are you referring to?

2 MR. RICHARD DABRUS: As a contingency
3 on the last page, we call it construction contingency
4 which is 5 percent. So, he's adding a 10 percent
5 contingency overall in the project at this point in
6 time.

7 MS. KATE MCGRANN: And other than
8 these two (2) contingencies that we've looked at, to
9 your knowledge, are there any other contingency fees
10 built into this estimate?

11 MR. RICHARD DABRUS: I don't believe
12 so.

13 MS. KATE MCGRANN: So, as part of its
14 adjustment to -- to WGD's estimate, the Town takes the
15 -- the actual numbers out. And you can see that, less
16 contingencies included the WGD budget. They're taking
17 the -- the three fifty-seven (357) and the four
18 eighteen (418), those are the actual numbers, not the
19 percentages, out of the estimate.

20 And then they add the second floor
21 estimate in. They add the site and park development
22 in at the one point one six four (1.164). We see that
23 there. And then a 10 percent design fees and permits
24 amount is added to the overall number.

25 What is your reaction to that step?

1 MR. RICHARD DABRUS: Well, it's higher
2 than what normal architectural, mechanical,
3 electrical, structural design fees would be. The norm
4 is somewhere between 4.5 and 6 percent. A high would
5 be 7 percent.

6 However, when municipalities develop
7 budgets, or any client develops budgets, they will
8 carry a 10 percent soft cost contingency, if you want,
9 and that includes permits. It includes legal fees.
10 It includes surveys. It includes geotechnical. It
11 includes financing if they -- if they get financing.

12 So, 10 percent would normally cover a
13 fair bit, but that's not a design fee.

14 THE HONOURABLE FRANK MARROCCO: I'm
15 having some trouble with the permit notion of the --
16 the Town paying a permit fee to itself as the Town's
17 building the thing.

18 MR. RICHARD DABRUS: So do a lot of
19 towns. But that's the way, I believe, the -- the Act
20 is set up. They --

21 THE HONOURABLE FRANK MARROCCO: All
22 right. So -- so, they -- that's actually done?

23 MR. RICHARD DABRUS: Yes.

24 THE HONOURABLE FRANK MARROCCO: Okay.

25 MR. RICHARD DABRUS: And they can

1 grant it back or they can work it, but -- but
2 typically, yes, the municipality has to pay
3 development charges just like everybody else.

4

5 CONTINUED BY MS. KATE MCGRANN:

6 MS. KATE MCGRANN: Okay. I want to
7 come back to the answer you just gave because I -- I
8 have a couple of questions about it. And I -- I think
9 one (1) way to approach it is this.

10 So, two (2) -- two (2) percentages are
11 added on top of the -- the number that the Town has
12 put together; that includes base estimate, plus all
13 the green initiatives, plus a second floor, plus the
14 site and park development.

15 On top of that total, they add first 10
16 percent to account for design fees, permits, and
17 miscellaneous. To that total they then add a 10
18 percent contingency fee.

19 You gave some information in your
20 answer about what municipalities will often do to
21 cover a variety of, I think, unforeseen events. The
22 addition of this 10 percent design fee, and then the
23 10 percent contingency fee, can you give us your view
24 of whether that's a -- is that your view of that
25 approach?

1 MR. RICHARD DABRUS: Well, it
2 shouldn't be characterized as a 10 percent design fee.
3 It should be a 10 percent soft cost. And -- and that
4 money will be spent.

5 And then, over and above that,
6 depending upon where you are in a project, it would be
7 responsible to have a contingency. And 10 percent
8 might be low at this stage of a project, or for this
9 project; 15 percent might be more -- more prudent.

10 MS. KATE MCGRANN: All right. A
11 couple of questions about that. With respect to the
12 design fees, permits, miscellaneous 10 percent, you
13 said that that should be considered for soft costs?

14 MR. RICHARD DABRUS: That's how it
15 should be characterized.

16 MS. KATE MCGRANN: And -- and what do
17 you mean by, "soft costs"?

18 MR. RICHARD DABRUS: Okay. So, what I
19 meant, it's legal fees, it's -- it's permits, it's
20 financing if you have to get financing, it's
21 geotechnical which the owner has to pay for directly,
22 it's surveys, and then the actual fees to -- to
23 consultants.

24 And that varies, too, depending upon
25 the number of consultants you -- you require.

1 MS. KATE MCGRANN: Okay. It sounds
2 like you think that 10 percent to cover all of those
3 things is a reasonable approach?

4 MR. RICHARD DABRUS: That's a common
5 number, yes.

6 MS. KATE MCGRANN: And then to all of
7 that, there's also a 10 percent contingency. And your
8 reaction to that is?

9 MR. RICHARD DABRUS: It's prudent for
10 owners to have that.

11 MS. KATE MCGRANN: Now, in your
12 estimate there's 5 percent for a design contingency
13 and -- and 5 percent for a construction contingency
14 applied at different points in the -- in the
15 calculation.

16 Can you speak to that?

17 MR. RICHARD DABRUS: It's a lot of
18 contingencies. But -- but when you --

19 MS. KATE MCGRANN: May --

20 MR. RICHARD DABRUS: When you get into
21 construction, yes, 5 percent is what you normally
22 carry. And I think how Tom was characterizing that
23 line up there when he says, "design contingency," he
24 really meant owner changes.

25 MS. KATE MCGRANN: Okay. And I want

1 to be clear here. In the work that the Town did to
2 the numbers before it applied the -- the 10 percent,
3 and then the other 10 percent that we just looked at,
4 it removed the 5 percent design contingency and the 5
5 percent construction contingency that Mr. Ingersoll
6 included.

7 So, it removes those two (2) numbers.
8 It adds in the initiatives, the second floor of the
9 site park development. And then it applies the 10
10 percent for design fees, et cetera, and the 10 percent
11 for the contingency.

12 So, I guess my question to you is:
13 Leaving everything else aside for a second, here we
14 see the Town applying 10 percent for, you call it soft
15 costs, where Mr. Ingersoll provided for 5 percent. We
16 see the Town providing for a 10 percent contingency
17 where Mr. Ingersoll provided a 5 percent.

18 I take it that you were comfortable
19 with the approach that Mr. Ingersoll took at the time.
20 And I expect that, if I don't ask you this, somebody
21 else will. What's your reaction to the difference
22 between the 5 percent numbers in your estimate and the
23 10 percent numbers that the Town provided?

24

25

(BRIEF PAUSE)

1 MR. RICHARD DABRUS: Tom was really
2 talking about changes and -- when he said, "design
3 contingency." And I would have preferred had he
4 charact -- that he characterized it differently.

5

6 (BRIEF PAUSE)

7

8 MR. RICHARD DABRUS: So, the -- the
9 Town's design fees, permits, miscellaneous 10 percent,
10 to say that's soft costs, I'm fine with that. And I'm
11 fine with the contingency of 10 percent that the Town
12 had it. Tom's estimate, 5 percent, he didn't
13 characterize it properly.

14 MS. KATE MCGRANN: If we turn to look
15 at the approach that the Town looked to the budget
16 that was provided by Sprung with respect to the design
17 fees and a contingency, if you look to the right on
18 the same row, you see, "design fees and engineering
19 included."

20 So, there's no amount provided for the
21 Sprung budget. And the reason for that was because
22 this was a design build turnkey proposal.

23 What's your reaction to the decision to
24 not including a design fees, permits, miscellaneous
25 amount for that proposal?

1 MR. RICHARD DABRUS: Well, there still
2 needs to be a contingency on Sprung's numbers. And
3 the fact that they have engineering fees, if you want,
4 already included in the number, that's -- that's fine.

5 They will have built in their own
6 contingencies in their number. And it's -- it's not
7 shown here, but there still should be a contingency
8 the Town carried for changes in the design that were
9 initiated by the Town and any unforeseen conditions
10 that -- that arise during construction, so there still
11 should be a contingency there.

12 MS. KATE MCGRANN: Okay. And we can
13 see that the approach that the Town took to WGD's
14 numbers was, once again, to add 10 percent to design
15 fees and related things, another 10 percent for a
16 contingency.

17 We see there's the same line items with
18 respect to the Sprung budget on the right-hand side.
19 You mentioned two (2) things in your answer, changes
20 to the design, and then unforeseen items.

21 No contingency is added for either --
22 either of those items to the design build budget. Are
23 you able to say what you would have expected to be
24 added given the treatment that was given to WGD's
25 estimate?

1 MR. RICHARD DABRUS: Perhaps the soft
2 cost contingency could have been less than 10 percent,
3 or allowance if you want. 'Contingency's' may be the
4 wrong word. And the construction contingency should
5 have been at least 5 percent.

6 MS. KATE MCGRANN: Okay.

7

8 (BRIEF PAUSE)

9

10 MS. KATE MCGRANN: I'm going to turn
11 back to the staff report at CJI6416.

12

13 (BRIEF PAUSE)

14

15 MS. KATE MCGRANN: If we could go to -
16 - hang on one (1) second.

17

18 (BRIEF PAUSE)

19

20 MS. KATE MCGRANN: Go to the bottom of
21 page 4, please. I'm looking at the second last
22 paragraph from the bottom where it says:

23

"The cost of Central Park

24

development will be minimized for

25

the construction of an initial arena

1 with either approach. However, the
2 insulated architectural membrane
3 arena procurement allows the Town to
4 facilitate park development for site
5 servicing, parking, improvements,
6 and landscaping to proceed in a
7 phased approach."

8 To your knowledge, is there anything
9 about constructing a pre-fabricated steel arena that
10 would prohibit the Town from taking a phased
11 development or a phased approach to park development?

12 MR. RICHARD DABRUS: There'd be
13 nothing stopping the Town from doing that.

14 MS. KATE MCGRANN: Stepping back from
15 the construction type and looking at the construction
16 approach, is there anything about a traditional
17 construction approach that would prohibit the Town
18 from taking a phased approach to park development?

19 MR. RICHARD DABRUS: There would be
20 nothing stopping the Town.

21 MS. KATE MCGRANN: Scroll down to
22 page 5, please. Keep going under the heading
23 "discussion." This section of the report discusses
24 the procurement process that staff recommended, and it
25 starts off by saying:

1 "The procurement process recommended
2 for the supply and construction of
3 the outdoor pool enclosure and the
4 single ice pad at Central Park is a
5 direct purchase from the facilities
6 supplier."

7 And then it goes on to say:

8 "Staff have exercised due diligence
9 in the research of potential forms
10 of construction and feel there would
11 be no additional advantage to be
12 gained from a further tender process
13 for the following reasons."

14 And then it sets out the rationale.

15 If we can scroll down. First of all
16 under the heading "element of competition," it was
17 included in the gathering of estimates. The report
18 states:

19 "The manufacturers of the
20 architectural membrane structure
21 knew that they were in competition
22 with the more traditional forms of
23 construction."

24 And then it says:

25 "WGD Architects knew that they were

1 in competition with the
2 architectural membrane structure
3 when producing estimates."

4 And we can see from the documents that
5 the Inquiry has received that you wrote to staff about
6 this statement in the staff report. So I'd like to
7 walk through that correspondence with you. If we
8 could go to summary document 2-4 of paragraph 58.

9

10 (BRIEF PAUSE)

11

12 MS. KATE MCGRANN: This paragraph
13 describes that on September 7th, David Wood -- and
14 that's David Wood from Envision-Tatham -- sent you an
15 email -- the subject line "Central Park staff report."
16 And Mr. Wood writes to you:

17 "I thought you might appreciate a
18 copy of the report that went to
19 Council related to Central Park.
20 See attached."

21 He's attached a copy.

22 "I refer you to page 71 which
23 provides justification for the sole
24 sourcing and names WGD Architects as
25 knowing that they were in

1 competition with the architectural
2 membrane structure when producing
3 estimates."

4 He says:

5 "Besides not being true, it seems
6 odd that they would think of an
7 architectural firm preparing
8 estimates for a feasibility study as
9 part of a Council-supported process
10 is remotely the same as a
11 manufacturer builder quoting on a
12 sole source product installation."

13 And if we scroll down, we can see that
14 that same day you send an email to Marta Proctor in
15 which you say:

16 "I've been made aware of a couple of
17 issues on how our recent work has
18 been used in the staff report to the
19 Council on August 27th. On page 71,
20 it states that we knew we were in
21 competition. This statement is
22 wrong and puts our work in a
23 negative context as having a vested
24 interest. We don't."

25 And you go on to say:

1 "We need to talk about this as it is
2 damaging to our firm's reputation."

3 I have a couple of questions about this
4 correspondence, so if we could scroll back up to take
5 a look at Mr. Wood's email first.

6 With respect to the second sentence
7 where he refers you to page 71, and he goes on to say:

8 "... names WGD Architects as knowing
9 that they were in competition with
10 the architectural membrane structure
11 when producing estimates."

12 He says:

13 "Besides not being true, it seems
14 odd that they would think of an
15 architectural firm preparing
16 estimates for a feasibility
17 study ... is remotely the same as a
18 manufacturer builder quoting on a
19 sole source product installation."

20 First of all, did you share Mr. Wood's
21 view that those two (2) things are not the same?

22 MR. RICHARD DABRUS: Sorry. What
23 exact sentence?

24 MS. KATE MCGRANN: An architectural
25 firm preparing estimates for a feasibility study is

1 not the same as a manufacturer builder quoting on a
2 sole source product installation.

3 MR. RICHARD DABRUS: Architectural
4 firms/engineering design firms get hired by clients to
5 represent client's interests, so we have to be
6 impartial. We're supposed to look at things with a --
7 with an amount of -- or a fairness.

8 MS. KATE MCGRANN: Okay. So you're
9 saying that part of your retainer with the Town
10 involved you looking at things from the Town's view
11 with a view to the Town's best interests.

12 MR. RICHARD DABRUS: Yes.

13 MS. KATE MCGRANN: And how -- can you
14 help us understand how that is different than a
15 manufacturer or builder quoting on a sole source
16 product installation?

17 MR. RICHARD DABRUS: Well, somebody
18 who has a vested interest sole source advising a Town
19 or -- or trying to -- to solicit work from a Town and
20 they have to be up-front about it and -- and that's
21 the proper way to proceed.

22 For an architect to provide service to
23 a client where the architect has a vested interest is
24 a conflict of interest. It's -- it's unethical, and
25 actually, it's in violation of our -- our Architects

1 Act.

2 MS. KATE MCGRANN: Okay. So your
3 ethical obligations under your Act and as a result of
4 your profession when you take on the kind of work you
5 were doing for the Town required you to view things
6 from the Town's perspective and act in the Town's best
7 interests.

8 MR. RICHARD DABRUS: And be impartial.

9 MS. KATE MCGRANN: And be impartial.
10 Is it fair to say that a manufacturer builder quoting
11 on a sole source of product installation is likely
12 acting in their own best interests?

13 MR. RICHARD DABRUS: Absolutely.

14 MS. KATE MCGRANN: Okay. If we scroll
15 down to your response, you say that the statement is
16 wrong, and it puts your work in a negative context as
17 having a vested interest.

18 And I think you've explained that
19 answer, and it's that you didn't have a vested
20 interest. You were acting in the Town's best interest
21 when you do that work. Is that what you were
22 saying --

23 MR. RICHARD DABRUS: Yes.

24 MS. KATE MCGRANN: -- in this
25 sentence? Okay. And when you say:

1 "We need to talk about this as it is
2 damaging to our firm's reputation."

3 Why did you view the report as it was
4 damaging to your firm's reputation?

5 MR. RICHARD DABRUS: Well, let's say
6 somebody did decide to take the matter to our
7 Association, I would be in violation of our Act, and
8 I'd be subject to disciplinary process -- or a
9 disciplinary process.

10 MS. KATE MCGRANN: If the way that
11 your work was portrayed in the staff report was proven
12 to be true.

13 MR. RICHARD DABRUS: Yes.

14 MS. KATE MCGRANN: Okay. And if we
15 scroll down further, we can see that Ms. Proctor
16 forwarded your email to Mr. Houghton the next day, and
17 he responds. And he writes -- if we could scroll
18 down. She's forwarded your email to him to respond.
19 He says:

20 "I can reassure you that in no way
21 were you or your firm's reputation
22 put into question."

23 And if you look at -- skip the next
24 sentence and look about a third of the way down where
25 it says, "I believe." He writes:

1 "I believe the word 'competition'
2 meant that we were looking at
3 different types of structures, and
4 your firm was aware that we were
5 getting prices on other types of
6 structures."

7 Were you aware when you were doing the
8 work that the Town was getting other prices on other
9 types of structures?

10 MR. RICHARD DABRUS: No.

11 MS. KATE MCGRANN: If you had been
12 aware that the firm was -- or that the Town was
13 talking to other people about prices on other types of
14 structures, would that have affected or changed the
15 approach that you took to the work you were doing for
16 the Town?

17 MR. RICHARD DABRUS: Yes. It would
18 have put the brakes on things.

19 MS. KATE MCGRANN: Why is that?

20 MR. RICHARD DABRUS: It would have
21 made for a strange playing field because, again, we
22 don't represent any particular manufacturer. We -- we
23 provide specifications and -- and -- for how buildings
24 should be designed and built. We don't represent
25 products.

1 MS. KATE MCGRANN: My understanding is
2 that you were looking at -- in the context of a
3 feasibility study, one (1) of the things you were
4 doing was providing estimates about what different --
5 two (2) different construction types of buildings
6 would cost.

7 Why would you have stopped doing that
8 work if you knew that the Town was speaking to any
9 specific person about prices?

10 MR. RICHARD DABRUS: If we were told
11 that we had to represent a pre-engineered structure
12 and supplier, I would say, well, that's not what we
13 do. We'll provide you specifications for a building,
14 but we're not representing a supplier. Again, that's
15 a conflict of interest.

16 MS. KATE MCGRANN: Okay.

17

18 (BRIEF PAUSE)

19

20 MS. KATE MCGRANN: Did you respond to
21 Mr. Houghton's email?

22 MR. RICHARD DABRUS: No.

23 MS. KATE MCGRANN: Did you have any
24 further interactions with anyone at the Town about the
25 work that you had done?

1 MR. RICHARD DABRUS: No.

2 MS. KATE MCGRANN: At any point before
3 this correspondence, did anyone from the Town come
4 back to you with any questions about the contents of
5 the report that your firm provided to better
6 understand what you said, to point out something they
7 thought that was in error or anything like that?

8 MR. RICHARD DABRUS: No.

9 MS. KATE MCGRANN: If we go to summary
10 document 2-4 and look at paragraph 63, on October 5th
11 one of the Town councillors forwarded an email to Mr.
12 Houghton, writing:

13 "Just so that you know, this is
14 being circulated."

15 And what we can see is that your report
16 was being circulated amongst members of the public.

17 If you look at SCO184, scroll down so
18 we can see the first email on this chain.

19 On October 5th, Mr. Houghton sends an
20 email to Mr. Barrow, Mr. Watts, and Mr. Waddell at BLT
21 Construction, and he writes:

22 "Mark, Dave and Paul, this is what
23 WGD Architects said when they
24 compared a steel fabricated building
25 to a Sprung structure. Can you help

1 with the errors and their comments?

2 Once again, this is time sensitive."

3 And if you could scroll down a little
4 bit further, you can see that Mr. Houghton has
5 excerpted aspects of your report that he's forwarded
6 on to the gentleman at BLT.

7 My first question for you is -- if you
8 could scroll up so we can see the original message.

9 He's described what you did as
10 comparing a steel fabricated building to a Sprung
11 structure. Is that what you did?

12 MR. RICHARD DABRUS: No.

13 MS. KATE MCGRANN: And you've already
14 told me that no one approached you about any errors in
15 your report.

16 MR. RICHARD DABRUS: Correct.

17 MS. KATE MCGRANN: Does this jog your
18 memory as to whether any conversation like that took
19 place with anyone at your firm?

20 MR. RICHARD DABRUS: I -- I'm not
21 aware of any conversation.

22 MS. KATE MCGRANN: If we go back to
23 summary document 2-4 and look at paragraph 64, we see
24 that Mr. Houghton had also sent Mr. McNalty excerpts
25 from your report, and he wrote:

1 "Dave, this is what WGD Architects
2 said when they compared a steel
3 fabricated building to a Sprung
4 structure. Can you help with the
5 errors in their comments. Once
6 again, this is time sensitive."

7 And Mr. McNalty drafts a memo that
8 talks about your report and -- and some other things
9 related to Sprung.

10 If we look at TOC600194, this is what
11 Mr. Houghton ultimately sends to members of Council
12 and certain members of staff. If you could scroll
13 down, he writes to these individuals:

14 "On Friday afternoon, Councillor
15 West sent me information that was
16 being circulated by the Friends of
17 Central Park. The information was a
18 report produced at our request by
19 WGD Architects, comparing a steel
20 fabricated building to the insulated
21 architectural membrane building."

22 He says:

23 "The report is being misread, mainly
24 because the report was originally
25 not comparing the proper structures

1 and was revised partially by WGD.
2 Town staff are aware of what was and
3 was not revised, but without this
4 knowledge one can see how this could
5 be misleading. The following is an
6 excellent report from Dave McNalty,
7 fully explaining the report and how
8 it is being misinterpreted and how
9 it should be understood."

10 My first question is: We saw that your
11 initial draft just contemplated an uninsulated fabric
12 building. We saw that you were provided with a slide
13 show about Sprung and we saw that you provided a final
14 report.

15 To your knowledge, did the final report
16 and estimates that you provided all incorporate the
17 information that you received about Sprung? Is it the
18 case that you worked that new information through
19 everything that you said to the Town?

20 MR. RICHARD DABRUS: Really, it was
21 just the insulation value that -- that changed. So,
22 yes.

23 MS. KATE MCGRANN: Attached to this
24 email, if we could scroll up, is Mr. McNalty's memo
25 and then a couple of other documents. One (1) of them

1 is a -- a document that sets out the adjustments that
2 were made to the numbers, and we've looked at that
3 already. The other one is a document titled "Air
4 tightness test" and we'll take a look at that, it's at
5 TOC600195.

6 Scroll down, I just want to show you
7 the front page of this report for now. It's a report
8 on envelope air tightness testing at Sports Hall, HMP,
9 Littlehey, Crow, Spinney Lane, Perry, Huntington, for
10 clients waits construction.

11 Happy to let you page through this, but
12 my question for you is: Have you ever seen this
13 report before.

14 MR. RICHARD DABRUS: No.

15 MS. KATE MCGRANN: So this wasn't
16 provided to you as part of the information that was
17 available to you when you were doing your work for the
18 Town?

19 MR. RICHARD DABRUS: No.

20 MS. KATE MCGRANN: Okay. The other
21 attachment that was provided with Mr. Houghton's email
22 is an energy comparison report. It's at TOC600198.

23 So this is a report from RePower Canada
24 Inc. It's an energy comparison report. If you could
25 scroll down so we can see the heading.

1 "Sprung structure versus traditional
2 method, dated April 2012." Do you know if this
3 information was ever provided to you when you were
4 doing the work for the Town in the summer of 2012.

5 MR. RICHARD DABRUS: No, it wasn't.

6 MS. KATE MCGRANN: If we could go to
7 page 3, this is a report that's done on two (2)
8 worship facilities. And if you scroll down so we can
9 see executive summary, you can see that it states
10 here:

11 "The goal of the report is to
12 determine overall building
13 performance based on similar
14 building size and function."

15 And it's comparing annual energy
16 consumption, carbon emission, and energy performance.

17 The two construction methods are based
18 on the following. There's a Sprung structure that's
19 described there, and the traditional structure is
20 concrete block, wood frame, R-12 bat insulation and
21 gypsum interior finish.

22 Would a report like this on two (2)
23 worship facilities have provided you with useful
24 information that would help you understand how the
25 arenas were going to function?

1 MR. RICHARD DABRUS: No. But -- but
2 more to the point is they're using two (2) different R
3 values. So they're not comparing apples to apples.

4 Right? One is R-12, the other is R-25,
5 well, how can you do an energy study when you're not
6 providing the same level of performance at -- at the
7 start.

8 Would this have helped us in an arena?
9 Well, again, if we're using the same insulation, and
10 you have -- you're comparing apples to apples, the
11 largest user of energy or consumption of energy in an
12 arena is the -- is the ice plant. There's nothing
13 about -- there's nothing in this report that would --
14 that would change that factor, change our opinion on
15 the overall energy performance of -- of an arena.

16 MS. KATE MCGRANN: So my ultimate
17 question was going to be based on the information that
18 you can see here. Would this report have been useful
19 in the work that you were doing for the Town?

20 Sounds like the answer is?

21 MR. RICHARD DABRUS: No.

22 MS. KATE MCGRANN: Okay. And do you
23 think that this report provides information that would
24 be useful to anyone who is trying to understand the
25 energy consumption and efficiency of a pre-engineered

1 steel arena as compared to a fabric membrane arena?

2 MR. RICHARD DABRUS: No.

3 MS. KATE MCGRANN: If we could turn
4 back to the staff report, which is at CJI6146.

5 I've been talking about the rationale
6 for a proceeding by way of sole source procurement.
7 So if we could turn back to page 6 for one second.

8 We've discussed the element of
9 competition that was included in the gathering of
10 estimates. There's a heading "Cost effectiveness and
11 benefits to the Town."

12 It states here:

13 "Through the investigative process
14 it has been determined that the
15 architectural membrane structure
16 would provided the most cost-
17 effective and all-inclusive solution
18 for the Town's needs.

19 It's our understanding and we've talked
20 about some adjustments that were made to the numbers,
21 but what's compared there is the estimate that you
22 provided with adjustments made by the Town for the
23 pre-fabricated steel arena to the budgets that were
24 provided by Sprung.

25 You've given information about the

1 different roles you had, versus what Sprung was doing
2 in bidding on the Town's projects.

3 Did you think that was a fair
4 comparison, looking at the number that Sprung
5 provided, comparing it to the estimate that you
6 provided and determining that using that to determine
7 that Sprung was more cost-effective?

8 MR. RICHARD DABRUS: No, I don't think
9 it's a fair comparison.

10 MS. KATE MCGRANN: I realize you've
11 given us some information about this already, but can
12 you help us understand why you don't think that's a
13 fair comparison?

14 MR. RICHARD DABRUS: Well, we -- we
15 saw that some of the second floor additions, numbers,
16 were -- were kind of made up and weren't really based
17 upon quantity take-offs. We were kind of all over the
18 map in terms of contingencies.

19 Well, those are the two (2) main
20 reasons. Oh, and the site works.

21 MS. KATE MCGRANN: What about the site
22 works?

23 MR. RICHARD DABRUS: Well, if I was
24 correct, the Sprung number had a -- a little -- the
25 site works were taken out of the cost.

1 MS. KATE MCGRANN: You had told us
2 that the estimate that you provided was a -- a class D
3 estimate, although based on your experience you
4 thought it was quite a good one.

5 Is a class D estimate in the nature of
6 what you provided comparable to a bid on a project?

7 MR. RICHARD DABRUS: I would have to
8 see their full breakdown to say if it's comparable.

9 MS. KATE MCGRANN: Okay. And finally,
10 it states here that:

11 "Through staff research it's been
12 determined that there's only one
13 supplier that can meet the
14 specifications staff developed for
15 the facilities."

16 Were you aware of any other suppliers
17 who could provide what would be needed to put up an
18 insulated fabric building?

19 MR. RICHARD DABRUS: So I come back to
20 where we were -- at the beginning, where
21 specifications from gove -- different levels of
22 government should be performance-based and not
23 product-based.

24 So am I aware that there's a competitor
25 that does exactly what Sprung does? No, I'm not aware

1 of anybody.

2 But if I was asked by the client, by
3 the Town or the province is it good practice to
4 specify a particular supplier, I would say no.

5 MS. KATE MCGRANN: And why would you
6 say no?

7 MR. RICHARD DABRUS: Well, again, it's
8 fairness in competition, we're dealing with public
9 money, everything should be open and transparent.

10 MS. KATE MCGRANN: Those are my
11 questions.

12 THE HONOURABLE FRANK MARROCCO: We'll
13 take a few minutes and then Mr. Chenoweth will start.

14

15 --- Upon recessing at 12:23 p.m.

16 --- Upon resuming at 12:32 p.m.

17

18 THE HONOURABLE FRANK MARROCCO: Mr.
19 Chenoweth...?

20 MR. FREDERICK CHENOWETH: Thank you,
21 Your Honour. Your Honour, I have -- I'll turn on my
22 microphone. I have a few concerns I would like to
23 express about the evidence of this witness and where
24 it puts myself, as a cross-examiner, where it puts Mr.
25 Bonwick, who is not here today, and where it puts in

1 the Inquiry in terms of trying to get to the bottom of
2 these matters.

3 It's my observation, Your Honour, that
4 this witness went into areas that were way beyond the
5 anticipated evidence statement for Richard Dabrus that
6 was put before us from which we were supposed to
7 prepare, at least in part, our cross-examination.

8 And not only does it make it difficult
9 to compare -- to prepare crosses in that his evidence
10 goes beyond the anticipated evidence statement, but,
11 in my submission, Your Honour, this witness gave
12 evidence that was tantamount to the evidence of an
13 expert witness on enumerable numbers of issues.

14 And we have not had the benefit of --
15 of an expert witness's statement which would give us
16 at least again some anticipation of what the evidence
17 was going to be and give us an opportunity to consider
18 how we meet that evidence.

19 In light of that, I think it is not
20 useful for this Inquiry to have my cross-examination
21 of this witness or the cross-examination of Mr.
22 Bonwick, who's not here today, proceed at this time.

23 I -- I suspect that, given the witness
24 statement, the anticipated evidence of this witness,
25 if Mr. Bonwick had some idea of whether he would need

1 to be here for the witness, the evidence we've heard
2 from him is much more extensive than -- than we would
3 have anticipated hearing.

4 And it may be, and I don't speak for
5 Mr. Bonwick, but I am speaking about the fairness of
6 this Inquiry, that an opportunity should be given for
7 Mr. Bonwick to consider whether he wants to cross-
8 examine on this evidence.

9 And at the very least, he won't have
10 even the transcript with respect to this until
11 sometime later this evening.

12 In light of those expressed concerns,
13 Your Honour, I don't see that I have any choice but to
14 suggest to the Inquiry that the -- that my cross-
15 examination, and I don't know what the word -- what
16 the view is of others, that my cross-examination and
17 very possibly any cross-examination that Mr. Bonwick
18 had wished to use with respect to this witness, not
19 commence until Monday and that we proceed with another
20 witness who I understand is available and probably
21 pretty handy at this point to -- to start her evidence
22 this afternoon rather than be required to rush into
23 these cross-examinations on points which are that of
24 an expert and weren't in the anticipated evidence
25 statement of this witness.

1 THE HONOURABLE FRANK MARROCCO: To
2 what are you specifically referring?

3

4 (BRIEF PAUSE)

5

6 MR. FREDERICK CHENOWETH: I don't know
7 that there is anything in the anticipated evidence
8 statement that would suggest that this witness was
9 going to take apart the evidence of -- of Dave McNalty
10 and the calculations that he used to get to the twelve
11 point three (12.3) number that he expressed in his
12 evidence.

13 That would be the first thing I would
14 want to get to. That's with respect to the -- to the
15 numbers aspect of it.

16 I don't think there's anything that we
17 have seen in the anticipated evidence that would take
18 us to the critique of the documents that were sent out
19 by Mr. Houghton at a later time. There's no
20 anticipation of -- of that evidence.

21 With respect to the matter of him being
22 an expert witness, he has told us of his -- his
23 experience and his opinion in enumerable areas,
24 including contingencies and other matters, without the
25 benefit of -- of an expert's report, which, as I

1 understand it pursuant to rule 25 of this Inquiry, is
2 required.

3 There are numerous other examples of
4 that which would probably require me to review this
5 gentleman's transcript before I could give a really
6 fulsome answer, but those are the matters that come to
7 mind as I speak to you at this time.

8 THE HONOURABLE FRANK MARROCCO: The --
9 the witness isn't testifying as an expert. The
10 witness is a fact expert, provided evidence at the
11 time -- or provided a report at the time to the Town
12 which the Town used.

13 But -- so -- so, I -- I don't -- don't
14 accept the proposition that Mr. Dabrus testified as an
15 expert; not a lot. He -- he does have opinions. He's
16 entitled to -- it's inevitable that, as a professional
17 person, he has opinions about matters affecting his
18 specialized knowledge as a professional.

19 It doesn't make him an expert any more
20 than makes a family doctor an expert in a motor
21 vehicle case. But what I'll -- what I'll do is I'll
22 see -- first of all, Mr. Marron, do you -- what's your
23 position in this?

24 Or -- or let me -- let me ask you a
25 different question. Do you intend to ask any

1 questions?

2 MR. GEORGE MARRON: Presently, I

3 don't, no.

4 THE HONOURABLE FRANK MARROCCO: All

5 right. Mr. Trudell, do you have any questions?

6 MR. BILL TRUDELL: At this point, I

7 don't. We usually follow Mr. Bonwick. I'm -- I would

8 share My Friend's concerns about Mr. Bonwick's

9 anticipated questioning based upon the anticipated

10 evidence.

11 I don't represent Sprung --

12 THE HONOURABLE FRANK MARROCCO: That's

13 right.

14 MR. BILL TRUDELL: -- so I don't have

15 questions in that regard, but --

16 THE HONOURABLE FRANK MARROCCO: You

17 don't represent Mr. Houghton either, I gather?

18 MR. BILL TRUDELL: I don't represent

19 Mr. Houghton. I leave it in your hands. But if --

20 and, at this point, to answer your question, I don't--

21 THE HONOURABLE FRANK MARROCCO: You

22 don't have any questions?

23 MR. BILL TRUDELL: At this point, I

24 don't have any questions. But --

25 THE HONOURABLE FRANK MARROCCO: Yeah.

1 MR. BILL TRUDELL: -- if it would
2 help, given an opportunity to focus questions,
3 especially with Bonwick not -- not here, then I -- I
4 don't -- I see some merit in what Mr. Chenoweth is
5 asking you.

6 But I haven't been able to -- to check
7 on some of the things that have been said here that I
8 would want to do. But on the basis of the evidence so
9 far with this gentleman, I don't have any questions on
10 behalf of BL -- BLT -- BLT.

11 THE HONOURABLE FRANK MARROCCO: Mr. --
12 Mr. Breedon, are you going to -- did you have any
13 cross-examination?

14 MR. RYAN BREEDON: I would have a few
15 questions --

16 THE HONOURABLE FRANK MARROCCO: All
17 right.

18 MR. RYAN BREEDON: -- for this
19 witness.

20 THE HONOURABLE FRANK MARROCCO: Thank
21 you. Mr. Dabrus, I'm going to have to postpone your -
22 - your cross-examination until Monday.

23

24

(BRIEF PAUSE)

25

1 THE HONOURABLE FRANK MARROCCO: I'm --
2 I'm not going to say any more about it than that. Are
3 you available on Monday?

4 MR. RICHARD DABRUS: I'm supposed to
5 be in Sarnia, but I'm not sure.

6 THE HONOURABLE FRANK MARROCCO: So,
7 your answer is --

8 MR. RICHARD DABRUS: Not really.

9 THE HONOURABLE FRANK MARROCCO: -- you
10 -- you can be available if you have to be?

11 MR. RICHARD DABRUS: Yeah.

12 THE HONOURABLE FRANK MARROCCO: Well,
13 Mo -- Monday, Tuesday, Wednesday, which --

14 MR. RICHARD DABRUS: Wednesday would
15 be better.

16 THE HONOURABLE FRANK MARROCCO: Does
17 that work for us?

18 MS. KATE MCGRANN: Yes.

19 THE HONOURABLE FRANK MARROCCO: Well,
20 unfortunately, we won't be able to complete your
21 evidence today, but we will complete it on Wednesday.

22 MR. RICHARD DABRUS: Okay.

23 THE HONOURABLE FRANK MARROCCO: All
24 right. And I -- I would like to start at nine o'clock
25 on Wednesday. Are you coming from Toronto?

1 MR. RICHARD DABRUS: As it turns out,
2 I was here by then, so that would be fine.

3 THE HONOURABLE FRANK MARROCCO: Well,
4 I'll start at 9:00. If, for some reason, you have
5 difficulties travelling that day, weather wise or
6 something like that, then let us know by -- by email
7 or something like that, and we'll -- we'll make the
8 appropriate arrangements to wait for you, but -- but
9 if at all possible --

10 MR. RICHARD DABRUS: Sure.

11 THE HONOURABLE FRANK MARROCCO: --
12 I'll start at nine.

13 MR. RICHARD DABRUS: Sure. That'll be
14 fine.

15 THE HONOURABLE FRANK MARROCCO: Thank
16 you. And you're -- you're free to...

17 MR. RICHARD DABRUS: All right. Thank
18 you.

19 THE HONOURABLE FRANK MARROCCO: Who's
20 the next witness? Pardon me? Oh, the other thing is,
21 you should avoid discussing your -- avoid discussing
22 your evidence, the evidence that you've given so far,
23 over the next few days.

24 That's a normal caution that's given to
25 witnesses, and it avoids any unfortunate suggestion

1 that your testimony is influenced by something that
2 someone says to you over the next few days.

3 MR. RICHARD DABRUS: That's fine.

4 THE HONOURABLE FRANK MARROCCO: Thank
5 you.

6

7 (WITNESS RETIRES)

8

9 MR. JOHN MATHER: The next witness is
10 Sandra Cooper, but given the time, I'm wondering if we
11 should take an early lunchbreak.

12 THE HONOURABLE FRANK MARROCCO: We'll
13 take a break for lunch.

14

15 --- Upon recessing at 12:45 p.m.

16 --- Upon resuming at 1:47 p.m.

17

18 MR. JOHN MATHER: The next witness is
19 Ms. Sandra Cooper.

20

21 SANDRA COOPER, Sworn.

22

23 EXAMINATION-IN-CHIEF BY MR. JOHN MATHER:

24 MR. JOHN MATHER: Good afternoon, Ms.
25 Cooper.

1 MS. SANDRA COOPER: Good afternoon.

2 MR. JOHN MATHER: Prior to joining
3 Council in 2003, did you have any experience with
4 construction projects?

5 MS. SANDRA COOPER: No, I did not.

6 MR. JOHN MATHER: And as I recall, you
7 were Deputy Mayor in 2006, and that was the period of
8 time that a new purchasing by-law was passed by
9 Council.

10 Do you recall if you received any
11 training on that purchasing by-law either before or
12 after it was passed?

13 MS. SANDRA COOPER: No, I did not.

14 MR. JOHN MATHER: At any point prior
15 to the decision to proceed with Sprung Structures in
16 2012, do you recall receiving any form of training or
17 explanation about how the purchasing by-law operated?

18 MS. SANDRA COOPER: No.

19 MR. JOHN MATHER: Were you familiar
20 with a document called Unsolicited Proposals
21 Guidelines in 2012?

22 MS. SANDRA COOPER: I have -- I've
23 looked at it -- reviewed it in the Foundation
24 Documents, and I don't recall that we specially had --
25 had any training in that area.

1 MR. JOHN MATHER: Was it a document
2 that you knew to exist?

3 MS. SANDRA COOPER: Yes.

4 MR. JOHN MATHER: And what did you
5 understand the purpose of the Unsolicited Proposals
6 Guideline was?

7 MS. SANDRA COOPER: Well, if -- if
8 there were someone that -- a company, developer,
9 provider of some sort were to contact an individual
10 such as myself or a staff person and without, I guess,
11 the Town advertising or reaching out in the first
12 place, I would consider that unsolicited.

13 MR. JOHN MATHER: And if someone did
14 that, did you know what the rules were on how that was
15 supposed to be dealt with?

16 MS. SANDRA COOPER: I would -- what I
17 did was ensure that staff were aware of whatever the
18 subject would be --

19 MR. JOHN MATHER: Okay.

20 MS. SANDRA COOPER: -- and ensure that
21 if -- if there was a follow-up, that staff were --
22 were present.

23 MR. JOHN MATHER: Prior to the
24 decision to proceed with Sprung, what was your
25 understanding about when a sole source procurement was

1 permissible?

2 MS. SANDRA COOPER: Sole sourcing, in
3 what I understood it to be, was if there was a unique
4 or a sole product or service, that that could be
5 considered. And, of course, it would -- a process as
6 well that it would be staff reviewed and
7 recommendations to Council.

8 MR. JOHN MATHER: So, in that
9 scenario, who was it in your understanding would make
10 the determination that a product was unique or a
11 service was unique?

12 MS. SANDRA COOPER: It would be -- it
13 would be staff that would consider that if it was
14 unique.

15 MR. JOHN MATHER: And you've explained
16 that you had an understanding that a sole source might
17 be possible where if a product or service was unique,
18 where did you get that understanding from?

19 MS. SANDRA COOPER: Again having just
20 glanced at the -- the bylaw, that is where I -- I had
21 an understanding -- my own understanding of it.

22 MR. JOHN MATHER: And had the
23 municipality sole sourced anything before the Sprung
24 structures while you were a councillor or deputy mayor
25 or mayor?

1 MS. SANDRA COOPER: I believe they
2 had, but I can't -- I can't give you an example at
3 this time.

4 MR. JOHN MATHER: Anything of the
5 monetary value of the Sprung structures?

6 MS. SANDRA COOPER: Not that I can
7 recall.

8 MR. JOHN MATHER: Do you recall if
9 prior to the Council vote on August 27th, 2012 if you
10 looked at the purchasing bylaw to determine whether or
11 not the Town was in a position to sole source?

12 MS. SANDRA COOPER: Around that time?

13 MR. JOHN MATHER: Yes.

14 MS. SANDRA COOPER: Is that -- no, I
15 did not. I depended on staff and staff reports.

16 MR. JOHN MATHER: In part 1 of the
17 Inquiry, you provided testimony about the relationship
18 you had with CAO Kim Wingrove. I now have some
19 questions for you about her termination. So if we
20 could pull up paragraph 86 of the Foundation Document.

21

22 (BRIEF PAUSE)

23

24 MR. JOHN MATHER: So this describes an
25 email that Deputy Mayor Lloyd sent to yourself and

1 Mr. Bonwick on March 10th, 2012 which was just about a
2 month before Council voted to terminate Ms. Wingrove's
3 employment.

4 He says that he would really like to
5 meet with you and Mr. Bonwick ASAP, that he needs to
6 discuss the concerns he has about Kim, that he's
7 really had enough of the lack of ability, that he
8 hasn't really expressed how he feels yet, but feels if
9 we don't deal with her, he's going to explode.

10 Do you recall receiving this email?

11 MS. SANDRA COOPER: Yes.

12 MR. JOHN MATHER: Do you recall what
13 event, if any, precipitated Mr. Lloyd sending you this
14 email?

15 MS. SANDRA COOPER: I believe that it
16 was a buildup over a period of time of his
17 frustration.

18 MR. JOHN MATHER: And what was your
19 understanding of Mr. Lloyd's frustrations with
20 Ms. Wingrove?

21 MS. SANDRA COOPER: He, as referenced
22 here -- I think he was -- and I can -- you would have
23 to ask him, but from what I understand that -- that he
24 had a frustration with -- well, as it was said, lack
25 of ability. And Ms. Wingrove was new in the municipal

1 government staff -- being a staff person employed by
2 the -- a municipality.

3 MR. JOHN MATHER: When you say "lack
4 of ability," was the sense that you received from
5 Mr. Lloyd was that he felt that she couldn't fulfill
6 her job responsibilities?

7 MS. SANDRA COOPER: He just -- he said
8 he'd had -- he had concerns; he was frustrated. And
9 that was basically -- that was basically it that he
10 felt that items at the Council table weren't being
11 addressed in a timely fashion.

12 MR. JOHN MATHER: The concerns about
13 ability -- did you share those concerns?

14 MS. SANDRA COOPER: Well as I had
15 mentioned earlier, my first year in that we had a
16 performance evaluation, and that was a one on one.
17 And from then moving forward into the next year, I
18 felt that all -- it would be good to bring all of
19 Council in on that rather than just myself. And so
20 having a Council perspective and rather than just my
21 own.

22 MR. JOHN MATHER: At this point in
23 time though, did you believe that Ms. Wingrove lacked
24 ability?

25 MS. SANDRA COOPER: At this point in

1 time? I had some frustrations in that on a -- I have
2 to first back up and say that I had the utmost respect
3 for Ms. Wingrove and for the time that she was putting
4 to the tasks of the direction of Council.

5 However, I don't believe that she was a
6 good delegator. So there would be direction given by
7 Council, and -- and then it would sit on a desk and
8 perhaps not delegated as -- as it could have been.
9 And that was some feedback that I had also heard from
10 a couple of members of staff.

11 MR. JOHN MATHER: You also mentioned
12 that Deputy Mayor Lloyd, at least your understanding,
13 was that he had a concern that Ms. Wingrove didn't
14 bring things back to the Council table quick enough or
15 fast enough. Was that a view that you shared?

16 MS. SANDRA COOPER: I'll just say
17 again that certainly I had the utmost respect for the
18 professionalism of Ms. Wingrove and that what I
19 observed was that there was direction given and I
20 believe that she wanted to ensure everything was
21 moving forward but advancing. However, it really
22 wasn't being delegated. So there was a frustration
23 there on my part if that answers --

24 MR. JOHN MATHER: I understand the
25 frustration you've described. Did she think she was

1 moving things too slowly?

2 MS. SANDRA COOPER: I would say that
3 my -- in my review that there was tasks not being
4 delegated.

5 MR. JOHN MATHER: And I understand
6 tasks aren't being delegated, but my question, at
7 least from your perspective, is you -- do you think
8 that she was moving the municipal business forward at
9 an adequate pace, or did you share Mr. Lloyd's view
10 that things weren't coming back to the table quick
11 enough?

12 MS. SANDRA COOPER: Well, I would say
13 that if things weren't being delegated, then in fact
14 things were moving more slowly.

15 MR. JOHN MATHER: Do you know if you
16 spoke with Deputy Mayor Lloyd after he sent you this
17 email?

18 MS. SANDRA COOPER: Yes, I did and
19 said -- had suggested that all of Council needed to
20 be -- have some input.

21 MR. JOHN MATHER: And was that a
22 process that was followed then?

23 MS. SANDRA COOPER: Yes.

24 MR. JOHN MATHER: And how did all of
25 Council provide their input?

1 MS. SANDRA COOPER: Well, we had an
2 in-camera Council meeting.

3 MR. JOHN MATHER: Are you referencing
4 the meeting that took place in April in which it
5 was -- Council voted to terminate her employment?

6 MS. SANDRA COOPER: I would have to
7 see that but --

8 MR. JOHN MATHER: So we see in the
9 documents that there's a meeting that takes place in -
10 - in April, I believe April 3rd, in which Council
11 votes in camera to terminate Ms. Wingrove's
12 employment.

13 Between having this conversation with
14 Deputy Mayor Lloyd and that meeting, was there any in-
15 camera meetings that you recall in which Ms. Wingrove
16 was discussed?

17 MS. SANDRA COOPER: I don't recall at
18 this time.

19 MR. JOHN MATHER: Do you know why
20 Deputy Mayor Lloyd included Mr. Bonwick on this email
21 chain?

22 MS. SANDRA COOPER: No.

23 MR. JOHN MATHER: Did you ask him when
24 you spoke with him?

25 MS. SANDRA COOPER: I said that it

1 shouldn't be someone from outside, that it would be a
2 matter that Council would have discussion of.

3 MR. JOHN MATHER: So that's something
4 you said to Rick Lloyd?

5 MS. SANDRA COOPER: I spoke to him
6 about.

7 MR. JOHN MATHER: Did you speak to
8 Rick Lloyd about whether -- about adding Mr. Bonwick
9 to this email chain -- or, including him in this email
10 chain?

11 MS. SANDRA COOPER: I did speak to him
12 about it and said that it's not appropriate.

13 MR. JOHN MATHER: Did you ask him why
14 he included him in the first place?

15 MS. SANDRA COOPER: I think if you
16 scroll down, there's a further response. Yeah, the
17 phone call, I'll call you shortly. So I had -- I had
18 called him, and I -- I did say, This isn't something
19 that should be discussed outside of. I'm not sure
20 what you're doing, but it's something that all of
21 Council should be involved in.

22 MR. JOHN MATHER: Did Mr. Lloyd ever
23 give you any sense of why he included Paul Bonwick on
24 that email?

25 MS. SANDRA COOPER: No.

1 MR. JOHN MATHER: Prior to Ms.
2 Wingrove -- actually, if we could go to paragraph 92
3 of the Foundation Document. Actually, sorry, stay on
4 89. Apologies. So we can see here that April 2nd,
5 2012, is the meeting that I was referencing earlier in
6 which Council voted to terminate Ms. Wingrove.

7 Did you have a conversation with Mr.
8 Bonwick at any point before this meeting and after
9 Deputy Mayor Lloyd had sent that email about Ms.
10 Wingrove and her employment?

11 MS. SANDRA COOPER: No.

12 MR. JOHN MATHER: So we see in the
13 documents that Mr. Houghton was appointed as acting
14 CAO on April 12th, 2012, and if we could go to
15 paragraph 91. In paragraph 91, two (2) days before
16 the meeting in which Mr. Houghton is appointed as
17 acting CAO, Deputy Mayor Lloyd sent you an email about
18 this -- the agenda for the special council -- Council
19 meeting, saying:

20 "I thought you were going to place
21 personnel on the in camera agenda
22 re: acting CAO."

23 And then if we can scroll down to
24 paragraph 92, we see that after Deputy Mayor Lloyd
25 sends that email, the Deputy Clerk sent a revised

1 special Council meeting agenda in which "discussion
2 re: acting CAO" was added.

3 Do you recall if you directed the Clerk
4 or one (1) of her staff to add a discussion about the
5 acting CAO to the agenda in response to Deputy Mayor
6 Lloyd's email?

7

8 (BRIEF PAUSE)

9

10 MS. SANDRA COOPER: If my memory suits
11 (sic) me correctly, I had asked when did they believe
12 that it would come forward that -- that a bylaw would
13 come forward that there would be -- or discussion of -
14 - of replacing that position, and that it should come
15 forward, and when would it be coming forward. So
16 obviously, it -- it was amended -- the agenda was
17 amended.

18 MR. JOHN MATHER: Who did you ask
19 about when this issue would come forward?

20 MS. SANDRA COOPER: Someone from the
21 Clerk's department.

22 MR. JOHN MATHER: And was it the case
23 that the Clerk's department would determine when a
24 topic of discussion like hire -- hiring an acting CAO
25 would be added to the agenda?

1 MS. SANDRA COOPER: Such as that one?
2 That would be their consideration, yes.

3 MR. JOHN MATHER: Do you know why it
4 was added to the agenda at this point in time?

5 MS. SANDRA COOPER: I believe that
6 what I -- what had been explained to me was at some
7 point in time after -- when there was not a CAO, that
8 there may be documents requiring signature, and so
9 there should be someone in that position.

10 MR. JOHN MATHER: And do you know who
11 explained that to you?

12 MS. SANDRA COOPER: It would have been
13 -- it would be the Clerk's department.

14 MR. JOHN MATHER: Okay. I just want
15 to make sure I understand. Is it your -- was it your
16 understanding at the time that it was the Clerk who
17 decided when Council would dec -- vote on it,
18 appointing a new CAO?

19 MS. SANDRA COOPER: It would -- it
20 would be the Clerk or Deputy Clerk if the Clerk was
21 absent, and I'm not sure at that point if the Clerk
22 was present preparing or not. There's no indication,
23 but it -- I would speak to the Clerk. There were
24 occasions that there would be something on the agenda
25 that they would ask for my input on, on an agenda, on

1 occasion.

2 MR. JOHN MATHER: Wouldn't it be the
3 case that Council would get to decide when they were
4 ready to appoint a new CAO?

5 MS. SANDRA COOPER: Well, this would -
6 - this would be on a Council agenda, so then it would
7 be under Council's purview.

8 MR. JOHN MATHER: So we see that after
9 Deputy Mayor Lloyd sent you an email asking why the
10 CAO -- saying that he thought you were going to place
11 the CAO on the agenda -- maybe I'll stop there.

12 Do you know why Deputy Mayor Lloyd
13 thought it would be you who would put it on the agenda
14 and not the Clerk?

15 MS. SANDRA COOPER: No.

16 MR. JOHN MATHER: So after he sent you
17 that email, we see that he forwarded it on to Mr.
18 Bonwick and with a series of question marks.

19 Do you recall if you had a conversation
20 with Mr. Bonwick about whether or not the appointment
21 of the acting CAO was going to be added to the agenda?

22 MS. SANDRA COOPER: No, I did not.

23 MR. JOHN MATHER: Do you have any
24 understanding of why Mr. Bonwick -- my mis -- why Mr.
25 Lloyd was sending this to Mr. Bonwick at this point in

1 time?

2 MS. SANDRA COOPER: No.

3 MR. JOHN MATHER: If we can go down to
4 paragraph 93. So this email reflects that after the
5 revised agenda was sent and the -- the appointment of
6 the acting CAO was added, Councillor Keith Hull sent
7 an email to Council and the Clerk saying that he will
8 not be able to attend Thursday's meeting, and asked
9 why these items cannot wait. Councillor Gardhouse
10 replied, saying that:

11 "We don't need to be -- we don't
12 need to be make -- to -- to making
13 big decisions with a councillor not
14 present unless it's absolutely
15 necessary."

16 Deputy Mayor Lloyd then forwarded this
17 email chain to Mr. Bonwick, who replied:

18 "Who cares what he says. Tell
19 Sandra to stay the course. He never
20 takes an interest anyway."

21 Did you know that Deputy Mayor Lloyd
22 had sent this email to Mr. Bonwick?

23 MS. SANDRA COOPER: No, I was not
24 copied, nor was I aware of it at all.

25 MR. JOHN MATHER: Did Mr. Bonwick

1 speak to you at any point about the suggestion that
2 Councillor Hull and Councillor Gardhouse had made that
3 this matter be deferred?

4 MS. SANDRA COOPER: No.

5 MR. JOHN MATHER: We see in the -- in
6 -- we've seen in the documents and heard in the
7 evidence that as Ed Houghton was appointed acting CAO,
8 an executive management team or Executive Management
9 Committee was also appointed to assist him in his
10 duties.

11 From your perspective as Mayor, what
12 was the purpose of this EMC?

13 MS. SANDRA COOPER: Well, Mr. Houghton
14 was placed, according to bylaw, as an acting CAO,
15 approved by all of Council, and then he had brought
16 forward a -- a manage -- executive management team,
17 and he had an office on Stewart Road and wasn't always
18 at Town Hall. So he just -- he wanted to have this
19 team in place, and that's what ended up.

20 MR. JOHN MATHER: Did you have any
21 input on who was on the executive management team?

22 MS. SANDRA COOPER: No.

23 MR. JOHN MATHER: Do you know if
24 Council was ever asked for input or asked to approve
25 the members of the Executive Management Team?

1 MS. SANDRA COOPER: No, there was
2 nothing formally written or recorded.

3 MR. JOHN MATHER: Do you know why that
4 did not happen?

5 MS. SANDRA COOPER: No.

6 MR. JOHN MATHER: What was your
7 understanding of what the EMC did day-to-day, over and
8 above their regular jobs, I should add.

9 MS. SANDRA COOPER: So, supporting the
10 CAO, the acting CAO, in whatever areas, I believe,
11 that he would need assistance in.

12 MR. JOHN MATHER: As the EMC can -- as
13 the EMC got founded and began doing its work, did you
14 get a sense of what sort of assistance they were
15 providing?

16 MS. SANDRA COOPER: I didn't attend
17 their meetings. So I just -- looking at them, working
18 as a team.

19 MR. JOHN MATHER: Was it your
20 understanding that the EMC could make decisions --
21 that would make decisions as a group that would
22 previously have been made by the CAO individually?

23 MS. SANDRA COOPER: Again, I didn't
24 attend their meetings. I would say that the team, the
25 Executive Management Committee or Group would have

1 discussions about an item and -- and it would go
2 forward from there to department heads and then to
3 Council.

4 MR. JOHN MATHER: Sorry, how -- why
5 would discussions of the EMC go to department heads
6 and then to Council?

7 MS. SANDRA COOPER: That was the
8 process.

9 MR. JOHN MATHER: And my initial
10 question was: was it the case that decisions that used
11 to be made by, for instance, Ms. Wingrove
12 individually, were now made by a collective group, or
13 did Mr. Houghton continue to have the CAO's
14 prerogative to make decisions?

15 MS. SANDRA COOPER: Ultimately the
16 acting CAO would -- would be able to make that
17 decision. And I -- as I understand it, with --
18 collectively with their group.

19 MR. JOHN MATHER: If we could go to
20 paragraph 121 of the Foundation Document.

21 So Ms. Cooper, just to refresh your
22 memory on the background, the Central Park Steering
23 Committee was established in 2011, and in March 2012
24 they provided -- they presented their final report in
25 which they proposed a recommended scenario of building

1 a multi-use recreation facility at Central Park.

2 In late March 2012 the Steering --
3 Council voted to approve the Steering Committee's
4 recommended scenario in principle, following which
5 staff then recommended that Council proceed with
6 retaining Deloitte and Touche to undertake some market
7 sounding to look into potential public/private
8 partnership opportunities.

9 That motion got deferred, which led to
10 some discussion amongst councillors about whether or
11 not they wanted to proceed with the Central Park
12 Steering Committee or look into other options.

13 And then on May 13th, 2012, you send an
14 email to Mr. Houghton, councillor Kevin Lloyd, clerk
15 Sara Almas, and Marta Proctor with the subject line
16 "deferred motion" and at the end of the email you say:

17 "I would like a workshop of Council
18 within the time frame being
19 suggested."

20 As a starting point, it's our
21 understanding that the workshop you're suggesting here
22 is the one that's ultimately held on June 11th, 2012.
23 Is that correct?

24 MS. SANDRA COOPER: Yes.

25 MR. JOHN MATHER: And why did you

1 think a Council workshop with respect to recreation
2 facilities was a good idea at this point in time?

3 MS. SANDRA COOPER: Well, I had made
4 the suggestion because there were emails flying around
5 and there were comments or suggestions from the public
6 on their views about a recreation facility.

7 It's one (1) of those items that you
8 could spend a lot of money on a fire truck and not
9 have a lot of discussion, but when it comes to
10 something that's a lot -- quite a passion in the --
11 out in the community, that you want to pull it
12 together, I guess I could say, that members of Council
13 had opinions and they were hearing from the public and
14 there were emails around and I thought that it would
15 be best collectively for everyone to come together and
16 give their ideas, give their suggestions, give their
17 views.

18 And then the rest of Council are
19 informed and that staff have an idea as well.

20 MR. JOHN MATHER: When you say that
21 you wanted everyone to come together and give their
22 views and their ideas, are you talking about members
23 of Council, or the public, more generally?

24 MS. SANDRA COOPER: Well, in this
25 particular case it was -- at the time, it was for

1 Council.

2 MR. JOHN MATHER: What were you hoping
3 to achieve by having members of Council come together
4 and share their ideas?

5 MS. SANDRA COOPER: For information.
6 As I just said, that there were emails buzzing around
7 and so I felt that the views of individual
8 councillors, they can bring it forward, at a workshop
9 at a committee level and have some further discussion.
10 And also with staff that are involved, that they have
11 an idea also, maybe what Council is thinking, or
12 members of Council are thinking.

13 MR. JOHN MATHER: At this point in
14 time, the Central Park Steering Committee had worked
15 for a fair bit of time to come up with their
16 recommended scenario, and that process involved
17 engaging various stakeholders, engaging an
18 architectural firm, considering multiple design
19 options and then consulting with the public on those
20 options.

21 Why did you think that after all of
22 that work had been done, having a Council workshop was
23 the -- was the best way to proceed -- and why did you
24 think it was -- the next best step was to have Council
25 discuss what they thought would be best for recreation

1 facilities?

2 MS. SANDRA COOPER: Well, and as you
3 say, all this work was being done by a committee and -
4 - or task force and that also the public was having a
5 view and it was, I felt, best to bring Council
6 together and let's -- let's hear what you have to say
7 and let's -- let's let staff hear what you have to say
8 about this.

9 MR. JOHN MATHER: If we can go to
10 paragraph 142 of the Foundation Document.

11 MS. SANDRA COOPER: And staff thought
12 it was a good idea.

13 MR. JOHN MATHER: And when you say
14 "staff thought it was a good idea," what do you mean
15 by that?

16 MS. SANDRA COOPER: Mr. Houghton
17 agreed and they -- Ms. Proctor agreed, thought it was
18 a good suggestion and so that's --

19 MR. JOHN MATHER: Do you remember
20 getting feedback from any other members of staff?

21 MS. SANDRA COOPER: There would be --
22 no. I mean, it was a parks and rec matter, so it
23 wouldn't be somebody from Public Works saying it was a
24 good idea.

25 MR. JOHN MATHER: If we could continue

1 to scroll down. So, keep scrolling to paragraph 143.

2 So Ms. Cooper, this paragraph
3 reproduces the minutes of the June 11th, 2012
4 strategic planning session.

5 As you can see, it says that each
6 member of Council provided comments on their vision
7 for this redevelopment, and then there's a bullet
8 point list that sets out some of the comments that
9 were received.

10 And if we could keep scrolling, down to
11 the bottom. Keep going to the end.

12 And then it says:

13 "Acting CAO provided a brief summary
14 and discussions on next steps.

15 Staff will prepare options based on
16 discussions for consideration at a
17 future Council meeting."

18 So at this point in time, there's been
19 a Council meeting in which Council members have had
20 the opportunity to share their ideas. We see some of
21 the ideas were shared.

22 What did you understand was going to
23 happen next?

24 MS. SANDRA COOPER: My understanding
25 next was that there -- there would be all the

1 information disseminated and brought forward into a
2 Council meeting.

3 This was a committee meeting. This was
4 -- this was a meeting that was more informal that
5 council could have a lot of discussion. And then
6 items that were brought forward then would be
7 condensed, and then provided to council in -- at a
8 future meeting.

9 MR. JOHN MATHER: And when you say
10 that the items that were brought forward, what items
11 are you talking about?

12 MS. SANDRA COOPER: The list. This
13 list.

14 MR. JOHN MATHER: So, the -- the list
15 of potential options or future paths when it came to
16 recreation facilities?

17 MS. SANDRA COOPER: Yes.

18 MR. JOHN MATHER: And I take it that
19 it was staff who was going to do that exercise of
20 bringing these options together and representing them?

21 MS. SANDRA COOPER: Yes.

22 MR. JOHN MATHER: Was it your
23 expectation that staff would do any research or
24 analysis with respect to the feasibility of any of the
25 options that had been raised?

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(BRIEF PAUSE)

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MS. SANDRA COOPER: So, this is --

this list is council driven. It's not a staff list.

It's a council list of items either they believed to

be something that the community needed or the

community would tell Council what they felt was

lacking or needed.

And, again, it would be brought forward

at a Council meeting when -- when it was appropriate,

when the clerk felt that it could come forward. I

don't know if that's answering your question. I'm

sorry.

MR. JOHN MATHER: My question really

is: Did you think staff was just -- was going to take

these ideas and put them in a spreadsheet and present

them to council or some other format, or did you think

they were going to take these ideas and vet them or do

research on them or in any way analyse or assess them?

MS. SANDRA COOPER: What I believed,

that they would review them and -- and take some of

the items out, and some of the repeats that were a

common theme, to leave those items in and bring them

forward to council, and then for direction at that

1 point.

2 MR. JOHN MATHER: Did you think they'd
3 do any analysis on the feasibility of the options?

4

5 (BRIEF PAUSE)

6

7 MS. SANDRA COOPER: Yes, on some.

8 MR. JOHN MATHER: How did you know
9 which ones they would analyse?

10 MS. SANDRA COOPER: I didn't know.

11 That would be -- I would leave that to staff.

12 MR. JOHN MATHER: Go to paragraph 136
13 of the Foundation Document.

14

15 (BRIEF PAUSE)

16

17 MR. JOHN MATHER: This is a slide that
18 was presented at the strategic planning workshop
19 looking at funding options. If we can scroll down and
20 have the full slide.

21 We've heard evidence about how the \$35
22 million price that was associated with the multi-use
23 facility for some councillors was too much -- or
24 appeared to be too much money.

25 At any point in time did you turn your

1 mind to how much money Council was willing to spend on
2 future recreation facilities?

3 MS. SANDRA COOPER: There was no
4 statement of any other amount. The statement was, I
5 think, again a common theme that \$35 million was too
6 much.

7 There were other items that -- I mean,
8 this was only one (1) thing that was overdue and being
9 addressed. And there were many others that were in
10 the short-term future and others that required
11 preparing for future things.

12 And I can -- certainly, there are some
13 that come to my mind, if you'd like.

14 MR. JOHN MATHER: Did Council ever set
15 an amount they were willing to spend?

16 MS. SANDRA COOPER: No, I didn't -- I
17 never heard a cap.

18 MR. JOHN MATHER: We see that one (1)
19 of the potential sources of funding that's identified
20 here is Collus. When did you first turn your mind to
21 the possibility that the -- the proceeds from the
22 Collus share sale could go towards recreation
23 facilities?

24 MS. SANDRA COOPER: When the funds
25 came to the Town, I understood for -- in my view, that

1 it would be something that we want to engage the
2 public in to determine where the -- where those moneys
3 would be spent or not.

4 MR. JOHN MATHER: And was one (1) of
5 the areas that moneys could be spent, in your mind,
6 potentially on recreation facilities?

7 MS. SANDRA COOPER: Not at the time.

8 MR. JOHN MATHER: And when did it --
9 when did you first think this is one (1) use of the
10 potential -- one (1) potential use of the funds?

11

12 (BRIEF PAUSE)

13

14 MS. SANDRA COOPER: I'm trying to
15 recall dates. And there was a presentation made by
16 staff, and how the potential of where the funds would
17 come from.

18 And it was that point in time that the
19 treasurer had mentioned that the Collus funds could be
20 -- potentially could be used for -- towards a
21 recreation facility. And my comment was that we need
22 to engage the public.

23 MR. JOHN MATHER: If we could go to
24 paragraph 144 of the Foundation Document. So, this is
25 describing an email that was sent at 6:23 p.m. on the

1 day of the strategic planning session.

2 And I believe it's our understanding
3 that this was sent during the strategic planning
4 session. And you -- so, you emailed Deputy Mayor Rick
5 Lloyd. And you say, "Same process as Collus going
6 forward."

7 What did you mean by that?

8 MS. SANDRA COOPER: What I meant by,
9 "Same process as Colling -- or Collus going forward,"
10 was we wanted to have the public, the taxpayers,
11 informed.

12 So, we wanted to -- we just were in the
13 middle of this discussion of what we felt that the
14 community needed, all of council providing some input,
15 and that I wanted the public to know what council were
16 -- was thinking on that, ensuring that the public were
17 aware that this has been the discussion.

18 And, also, with -- similar to Collus,
19 where there was a public -- the public were -- had an
20 opportunity to watch or participate with their input
21 and, secondly, with the -- the funds, that that needed
22 to -- we needed to have public engagement there, as
23 well, the spending, I guess, or not.

24 MR. JOHN MATHER: So, one (1) of the
25 things we saw with respect to the Collus process was

1 there was a public meeting after the RFP was issued in
2 -- in which the public was informed about what was
3 going on and had an opportunity ask questions.

4 When you talk about engaging the
5 public, is that what you're referring to?

6 MS. SANDRA COOPER: Yes.

7 MR. JOHN MATHER: So, other than
8 having a public engagement process or having a public
9 meeting, is there anything else from the Collus
10 process you were referring to when you said this?

11 MS. SANDRA COOPER: No.

12 MR. JOHN MATHER: When you say you
13 wanted public engagement, are you referring to public
14 engagement, or at least public information, with
15 respect to what recreation facilities will be built?

16 MS. SANDRA COOPER: Public
17 information, as I've already stated, that this was an
18 area of passion of the community for a number of
19 years. And I think back to the early 2000s -- 2000.
20 And it could even be before that, I'm not sure.

21 But I know that it's always been a
22 passion of the community that there is a need for
23 enhanced or further recreation facilities. It's -- if
24 you're not a skater, you could have siblings or
25 children, grandchildren.

1 You're not a swimmer, but you could
2 have children or you may be involved in -- in a swim
3 program. I wanted to ensure that the public were
4 aware of -- of this -- this direction or -- or to know
5 that council was addressing that matter.

6 MR. JOHN MATHER: And was it the case
7 that you wanted to have a public meeting prior to
8 council making a decision about recreation facilities
9 just as there was a public meeting prior to council
10 deciding to proceed with the sale of Collus?

11 MS. SANDRA COOPER: I wanted the
12 opportunity for the public -- anyone from the public,
13 if they so wish, to give their input, that they had
14 that ability.

15 MR. JOHN MATHER: And was that
16 opportunity given before August 27th, 2012?

17 MS. SANDRA COOPER: Yes.

18

19 (BRIEF PAUSE)

20

21 MS. SANDRA COOPER: There is an
22 opportunity for deputations to Council, a request of
23 dep -- deputations. It would -- it was -- and it
24 still is today, I believe, on the Town's website that
25 you can submit a form -- filled out a form and submit

1 to the clerk's department in requesting a deputation,
2 and then they can come forward.

3 MR. JOHN MATHER: So other than the
4 standard deputation process, was there any other
5 opportunity for the public to attend as a -- a form of
6 information session about the recreation decisions
7 before they were made?

8 MS. SANDRA COOPER: Well, there's the
9 -- there was the June 16th Council meeting, and that
10 was advertised, as they all are. The June 11th
11 workshop, that was advertised as well, and the public
12 are always -- to ensure the public are aware, or have
13 an opportunity to attend, so that is -- I wanted to
14 confirm that, and that is -- that's the case.

15 MR. JOHN MATHER: If you wanted to
16 follow the same pro -- process as Collus going
17 forward, why not have a -- a public information
18 meeting like you had in -- had with respect to the
19 Collus sale?

20

21 (BRIEF PAUSE)

22

23 MS. SANDRA COOPER: I would leave that
24 to the clerk's department procedurally how to move
25 forward, and I believe through deputations and through

1 presentations that the public were informed and were
2 engaged, the -- the public definitely were engaged.

3 And even myself, being in the community
4 in -- in the grocery store, I'm always engaged in --
5 in opinions shared.

6 MR. JOHN MATHER: So I take it from
7 that, you -- you never directed the clerk's department
8 to look into having a separate public information
9 meeting as had happened with Collus?

10 MS. SANDRA COOPER: I did not direct
11 staff.

12 MR. JOHN MATHER: Do you recall when
13 you first heard about the Sprung instant structures
14 company?

15 MS. SANDRA COOPER: It was...

16

17 (BRIEF PAUSE)

18

19 MS. SANDRA COOPER: ...2012, and it --
20 the first time I had heard about it was when the
21 deputy mayor had returned from a conference out West,
22 Federation of Canadian Municipalities, and he bought
23 some literature back.

24 MR. JOHN MATHER: And how did you
25 learn that he had -- he brought the literature back.

1 Is it something he handed to you?

2 MS. SANDRA COOPER: It was at a
3 gathering of Council, like a -- either a Council
4 meeting or a committee meeting.

5 MR. JOHN MATHER: Do you recall if
6 that happened at the strategic planning session, after
7 that, before that?

8

9 (BRIEF PAUSE)

10

11 MS. SANDRA COOPER: I believe it was
12 around the strategic planning time.

13 MR. JOHN MATHER: If we could go to
14 paragraph 159 of the Foundation Document.

15

16 (BRIEF PAUSE)

17

18 MR. JOHN MATHER: So this describes an
19 email that Deputy Mayor Rick Lloyd sent to Ed
20 Houghton, copying Council, Ms. Proctor and the EMC.
21 And in the email, he asks for staff to get a price for
22 a building that would cover the pool and potentially
23 the arena, or a new arena, and specifically mention
24 Sprung buildings.

25 Do you know if you had seen the

1 pamphlets you were describing before or after Rick
2 Lloyd sent this email?

3 MS. SANDRA COOPER: What I do know,
4 that I had -- he brought the pamphlets back from the
5 conference in -- FCM conference, and the pamph --
6 pamphlets, brochures, what have you, it was shared
7 with Council. That's my recollection.

8 MR. JOHN MATHER: And it sounds from
9 that you don't recall whether it was before after he
10 sent this email?

11

12 (BRIEF PAUSE)

13

14 MS. SANDRA COOPER: I believe it was
15 the strategic planning on June 11th.

16 MR. JOHN MATHER: Yes

17 MS. SANDRA COOPER: So that likely was
18 when it was shared.

19 MR. JOHN MATHER: Do you recall
20 receiving this email from Deputy Mayor Lloyd?

21 MS. SANDRA COOPER: If you scroll down
22 and -- to see it. I'm not sure if I'm -- and all of
23 Council. Yes

24 MR. JOHN MATHER: Did Rick Lloyd
25 discuss with you beforehand that he was going to ask

1 staff to look into a price for a pool and arena?

2 MS. SANDRA COOPER: No. I -- I think
3 the Jul -- the June -- the Task Force -- or the
4 strategic meeting on June the 11th, the brochure was
5 shared with Council. And I -- I think at that point,
6 there was some -- some interest by -- enthusiasm by
7 the deputy mayor saying, you know, we -- it would be
8 good to get further information about this company.

9 MR. JOHN MATHER: So if we can scroll
10 to paragraph 155.

11

12 (BRIEF PAUSE)

13

14 MR. JOHN MATHER: So the email we were
15 looking at, Ms. Cooper, was dated June 14th, 2012.
16 This one is dated two (2) days earlier. And in it,
17 Ms. -- Deputy Mayor Lloyd's -- sends an email to
18 acting CAO Houghton, in which -- and only acting CAO
19 Houghton in which he asks Mr. Houghton to get a price
20 for a pool and arena.

21 Did you know that Deputy Mayor Lloyd
22 had sent a similar request, but just to Mr. Houghton
23 two (2) days earlier?

24 MS. SANDRA COOPER: No.

25 MR. JOHN MATHER: Did you have any

1 reaction to the fact that Deputy Mayor Lloyd sent this
2 direction just to Mr. Houghton in the first instance?

3

4

(BRIEF PAUSE)

5

6 MS. SANDRA COOPER: I think it would
7 be something that, in my view, would -- requests made
8 with a gathering of all of Council, and I shouldn't
9 say "gathering," because either a committee meeting,
10 or a Council meeting that -- that requests be made.

11 MR. JOHN MATHER: So are you saying it
12 -- in your view, if Deputy Mayor Lloyd wanted to make
13 such a request, he should have done so with all of
14 Council present?

15 MS. SANDRA COOPER: Yes.

16 MR. JOHN MATHER: Does it concern you
17 that in the first instance, he did not?

18 MS. SANDRA COOPER: He was chair of
19 the finance committee -- the deputy mayor, whomever
20 that was, was chair of the finance committee.
21 However, it should be something that all of Council
22 are -- have a -- a input of support or not.

23 MR. JOHN MATHER: And why should that
24 be the case?

25 MS. SANDRA COOPER: Well, because

1 members of Council are not to direct staff, and who
2 knows. It might be an item that there's only one (1)
3 member at the Council table that something -- thinks
4 something's a good idea. It may just end there, so it
5 will be best -- again, one (1) individual is not to
6 direct staff, and secondly, it could just end right
7 there any -- when it is before Council. There may be
8 no interest or no appetite.

9 MR. JOHN MATHER: As mayor, does it
10 present a challenge to you if other members of Council
11 are individually directing staff without having sought
12 approval from Council beforehand?

13 MS. SANDRA COOPER: Yes. My view was
14 that Council is giving -- Council as a whole is giving
15 direction, and staff are following up on that
16 direction given. And if there are other matters being
17 brought in individually, then something's going to
18 drop. Perhaps the -- the Council direction, or
19 perhaps something else. So there's only so many hours
20 in a day, and only so much that -- time that staff can
21 commit to something, and it -- it's Council's wishes.

22 MR. JOHN MATHER: In his evidence in
23 part 1, Deputy Mayor Lloyd talked about how he would -
24 - he would direct -- he -- he would take steps to
25 direct staff on things directly. We've also heard

1 that from certain members of staff who have testified.

2 In this point in 2012, was that
3 something that you were aware of, that Deputy Mayor
4 Lloyd would, from time to time, go and direct staff to
5 do things without all of Council's preapproval?

6

7 (BRIEF PAUSE)

8

9 MS. SANDRA COOPER: Not necessarily
10 that I would always know about that, however, I can
11 also say that there was a system set up previously,
12 and I'm not sure when that changed, but there was a
13 Council representative from particular committees and
14 boards, and I believe there was still that in place
15 here because Councillor Hull and Councillor West were
16 the Council reps for PRC and Council -- Deputy Mayor
17 was, as the Deputy Mayor, Chair of the Budget
18 Committee and also Chair of Public Works Committee.

19 At one (1) time when I was first on
20 Council in '97, I was Chair, as the term goes, for the
21 Fire Committee -- Fire Services.

22 MR. JOHN MATHER: Being a Chair, did
23 that empower a member of Council to give staff
24 directions without all of Council having approved?

25 MS. SANDRA COOPER: No. It was more

1 of a -- no, it was not.

2 MR. JOHN MATHER: And my question was:
3 Were you aware, and I appreciate you might not have
4 been aware of every instance in which it occurred, but
5 were you generally aware that from time to time Deputy
6 Mayor Lloyd would direct staff?

7 MS. SANDRA COOPER: I wouldn't say
8 "direct staff," but would he ask questions of staff?
9 I would say yes.

10 MR. JOHN MATHER: And did you ever
11 discuss that with Deputy Mayor Lloyd?

12 MS. SANDRA COOPER: From time to time,
13 I would say, you know, that needs to come to Council.

14 MR. JOHN MATHER: And what would his
15 reaction typically be?

16 MS. SANDRA COOPER: Well, he was an
17 elected official as well, and he would determine the
18 direction that he wanted to go.

19 MR. JOHN MATHER: Was it the case that
20 if you asked Deputy Mayor Lloyd to bring something to
21 Council when he had asked a question directly to a
22 staff member that he would follow your request?

23 MS. SANDRA COOPER: I can't give you
24 an example, but I'm sure he -- if the Mayor has said,
25 you know, could you bring that forward to Council,

1 that would be appropriate, then that would be the
2 case.

3 MR. JOHN MATHER: My question was: In
4 your experience when you made these requests, did
5 Deputy Mayor Lloyd listen to you?

6 MS. SANDRA COOPER: I can't give a --
7 a specific example.

8 MR. JOHN MATHER: If we could go to
9 paragraph 201 of the Foundation Document.

10

11 (BRIEF PAUSE)

12

13 MR. JOHN MATHER: So this paragraph
14 reflects that a meeting was scheduled for July 11th,
15 2012, as between Deputy Mayor Rick Lloyd, yourself,
16 Mr. Houghton, Dave McNalty from the Town, and then Tom
17 Lloyd, Dave MacNeil, and Pat Mills of Sprung.

18 We've heard from Mr. McNalty and Mr.
19 Tom Lloyd, who recall attending a meeting in around
20 that time. Do you recall attending this meeting?

21 MS. SANDRA COOPER: Yes.

22 MR. JOHN MATHER: Do you know who
23 initiated the meeting?

24 MS. SANDRA COOPER: The calendar
25 request came from Mr. Houghton's office.

1 MR. JOHN MATHER: And is that your
2 recollection, that Mr. Houghton was the one (1) who
3 initiated the meeting?

4 MS. SANDRA COOPER: I would expect so.

5 MR. JOHN MATHER: Prior to the
6 meeting, did you have a discussion with Mr. Houghton
7 about the purpose of the meeting?

8 MS. SANDRA COOPER: No. I would have
9 just -- I -- I clicked, accepting the calendar
10 request, and then I attended, feeling that it was meet
11 and greet, so I accepted the -- the invitation.

12 MR. JOHN MATHER: Were you told
13 anything about the meeting before you arrived at the
14 meeting?

15 MS. SANDRA COOPER: No.

16 MR. JOHN MATHER: And I -- is -- I
17 take it from your answer then is your expectation was
18 it was going to be a meet and greet.

19 MS. SANDRA COOPER: Well, I'd never
20 heard of -- heard of them before, so I would say a
21 meet and greet.

22 MR. JOHN MATHER: So the invitation
23 for the meeting goes out in early July 2012. We've
24 already seen that in mid June 2012 Deputy Mayor Lloyd
25 sent an email suggesting that a price be gotten for

1 Sprung structures.

2 Did you associate at all the request
3 that Deputy Mayor had made just less than a month
4 earlier with the meeting that had been set up?

5 MS. SANDRA COOPER: No.

6 MR. JOHN MATHER: When you got to the
7 meeting, did you recall that this was something that
8 Deputy Mayor Lloyd had emailed about in June?

9 MS. SANDRA COOPER: No.

10 MR. JOHN MATHER: What do you recall
11 happened at the meeting?

12 MS. SANDRA COOPER: Basically it was
13 an introduction of the guests -- the gentlemen that
14 attended, who attended the -- the meeting, and they
15 spoke about their product --

16 MR. JOHN MATHER: And what do you --
17 sorry.

18 MS. SANDRA COOPER: -- just in a
19 general sense. I'd never -- before the brochure, I
20 didn't know anything about it.

21 MR. JOHN MATHER: When you were at the
22 meeting, did you recall that you'd seen a brochure for
23 Sprung products beforehand?

24 MS. SANDRA COOPER: Well, June 11th
25 there was a strategic planning meeting and the

1 brochure was there.

2 MR. JOHN MATHER: What did the Sprung
3 representatives say about their product?

4 MS. SANDRA COOPER: I'm trying to
5 recall back. It was pretty general in nature, that
6 they had buildings in northern Canada and they had
7 built an ice rink, arena, what have you, in Calgary,
8 and that was -- it was just a pretty general meeting.

9 MR. JOHN MATHER: Did you understand
10 that Sprung was at that meeting because it wanted to
11 potentially build an arena or a pool in Collingwood?

12 MS. SANDRA COOPER: I didn't know what
13 their thoughts were before that.

14 MR. JOHN MATHER: Why did you think
15 Sprung was at the meeting?

16 MS. SANDRA COOPER: Well, it was an
17 introductory meeting, and again in the community,
18 recreation facility was in the media, and so I guess -
19 - I -- I'm guessing that from looking at the emails
20 that Mr. Houghton had, they contacted Mr. Houghton and
21 -- and had asked for an introductory meeting. I don't
22 even know if I'd call it a meeting; more of a meet and
23 greet.

24 MR. JOHN MATHER: Do you recall how
25 long it lasted?

1 MS. SANDRA COOPER: It wasn't -- it
2 wasn't lengthy. It wasn't, like, a full after --
3 afternoon at all. I believe it was less than an hour.
4 I'm not even sure if it was an hour in length.

5 MR. JOHN MATHER: Was it more than
6 half an hour? You don't recall?

7 MS. SANDRA COOPER: Could be. I --
8 just it wasn't -- it wasn't a lengthy meeting.

9 MR. JOHN MATHER: Mr. Lloyd, Tom Lloyd
10 of Sprung, has testified, and he said that the meeting
11 involved discussions of Collingwood's need for more
12 ice time, and do -- and other recreation needs.

13 Do you recall discussion about
14 Collingwood's recreation needs at the meeting?

15 MS. SANDRA COOPER: I recall that
16 being introductory and that there were growth
17 pressures in the community and -- and there's been a
18 need for ice time.

19 MR. JOHN MATHER: Do you remember who
20 -- who said that at the meeting?

21 MS. SANDRA COOPER: I don't recall.

22 MR. JOHN MATHER: Another thing that
23 Mr. Lloyd said he recalls occurring at the meeting was
24 that Sprung advising that they could provide the Town
25 a turnkey option, at least as it came to an arena.

1 Do you remember anyone from Sprung
2 discussing the fact that they could provide turnkey
3 solutions?

4 THE HONOURABLE FRANK MARROCCO: Which
5 Mr. Lloyd?

6
7 CONTINUED BY MR. JOHN MATHER:

8 MR. JOHN MATHER: Sorry, Mr. Tom
9 Lloyd.

10 MS. SANDRA COOPER: Thank you. I'm
11 not sure if that's the -- I had heard at some point in
12 time the term "turnkey," which I had never heard
13 before. I -- I wasn't familiar with it. I have no
14 construction background.

15 So I -- I was not aware of -- aware of
16 that at all. And as I say, it was a very informal --
17 excuse me -- a very informal meeting. I don't recall
18 that "turnkey" was mentioned or when it was mentioned,
19 if it was at this particular juncture or if it was at
20 a later date.

21 MR. JOHN MATHER: Mr. Tom Lloyd also
22 testified that his recollection was at this meeting
23 that he was told that Town staff wanted to compare
24 Sprung structures to other potential building types.

25 Is that something you recall being

1 discussed at this meeting?

2 MS. SANDRA COOPER: What -- what I --
3 I don't recall that specifically. What I do recall is
4 that they -- that the Sprung gentleman had said, you
5 know, they could certainly work with the Town on
6 something and that was basically -- it was very -- I -
7 - I don't believe that there was any detail of what --
8 what they would provide other than providing
9 facilities, I guess.

10 MR. JOHN MATHER: Another thing Mr.
11 Tom Lloyd said he recalled about the meeting was that
12 the Town indicated that it wasn't interested in pre-
13 engineered steel facilities.

14 Do you recall a conversation along
15 those lines?

16 MS. SANDRA COOPER: No, I don't. And
17 I'm not sure I -- if I would -- I don't -- I'm not
18 familiar with construction, but I -- I don't recall
19 that. And it could very well have been, but I don't
20 recall.

21 MR. JOHN MATHER: Was it common for
22 you, as Mayor, to attend a meeting with an entity like
23 Sprung that might be in a position to provide a
24 product or service to the Town?

25 MS. SANDRA COOPER: I'm thinking of

1 other examples. There was a non-invitation by
2 Ameresco, they had reached out just sometime earlier
3 and had wanted to -- requested a meeting.

4 So it was something that had -- had
5 happened in the past.

6 MR. JOHN MATHER: Other than Ameresco,
7 can you remember any other instances?

8 MS. SANDRA COOPER: Outside of parks
9 and rec?

10 MR. JOHN MATHER: Yes, I just want to
11 know --

12 MS. SANDRA COOPER: In general?

13 MR. JOHN MATHER: As a general matter,
14 was it common for you to attend meetings in which --
15 with potential suppliers of goods and services?

16 MS. SANDRA COOPER: There was
17 occasions that interested parties, someone would reach
18 out to my office and a meeting would be set up that I
19 would have a staff person there as well, an
20 introductory meeting.

21 I can think about one (1) property on
22 Huron Street in Collingwood that my office had been
23 reached and they wanted to meet to discuss a potential
24 development.

25 And we did meet, staff and myself, as

1 an introductory and then it was due course of process,
2 left up to staff or whatever information they
3 received, they may just end it there.

4 I've also, on occasion, Habitat for
5 Humanity Board would contact my office and we would
6 meet. And again, there would be at least a staff
7 person present as well, and looking for a potential,
8 affordable property, including property -- town-owned
9 property that could be considered as given to provide
10 it free for their project.

11 Also, interested parties on different
12 occasions with the grain terminals, to reach out to my
13 office and wishing to meet and on -- on one occasion I
14 did with staff. It wasn't very -- at that time it
15 wasn't very often that the -- that the CAO, Mr. Brown
16 was in -- was wanting to attend those types of
17 meetings, but he was -- he was in attendance and I
18 believe that Mr. MacDonald from the Works, Public
19 Works, was at that meeting. And it was an
20 introductory meeting there, and -- and that was it for
21 me with involvement.

22 There was another instance and it would
23 -- it was just prior to election time, when I was
24 stepping down and I was approached again, and my call
25 was that I referred them to the CAO, Mr. Amin, and my

1 call was that I wasn't going to be there in the future
2 so there was no need for me to be a participant.

3 But there are many times that my office
4 had been contacted and requested to -- to meet and my
5 practice was that there -- there would be a staff
6 person there. It was be -- be general in nature. If
7 they required the official -- the Town official plan
8 or a zoning bylaw, what have you, then they could --
9 they could be provided that information from staff.

10 MR. JOHN MATHER: Mr. McNalty said in
11 his evidence that he didn't -- his view was that it
12 was not appropriate for you to be at this meeting
13 because it creates a risk of undue influence on you.

14 Do you have any reaction to that?

15 MS. SANDRA COOPER: I -- I wanted to
16 just comment that it was a meet and greet, it was
17 looking at what -- what Sprung was.

18 And there was no indication that -- on
19 my part -- that you've got a job. There was no
20 indication whatsoever of that. For me it was learning
21 about a product. It was -- that was it. And I did
22 not give any indication to Sprung or any of the
23 gentlemen that, you know, we'll meet again next week
24 and decide what path to take. That was not the case.

25 MR. JOHN MATHER: How did the meeting

1 end?

2 MS. SANDRA COOPER: Again, it was --
3 it was pretty informal and they were finishing up, I
4 guess, with showing their brochure were -- that they
5 had that we already had, talking a little bit about
6 their locations of what -- where their products were
7 and -- and at that point in the short period of time
8 of that meet and greet, I shook hands and then left
9 for my office.

10 MR. JOHN MATHER: We see that about
11 five (5) days after that meeting on July 16th, 2012,
12 Sprung sent some preliminary budgets to the Town.

13 Do you recall if those budgets were
14 requested at the meeting?

15 MS. SANDRA COOPER: I don't recall
16 that they were. They could very well have been. I
17 don't recall.

18 MR. JOHN MATHER: And just before we
19 move on, --

20 MS. SANDRA COOPER: I didn't ask for
21 them. I guess I'll be clear on that.

22 MR. JOHN MATHER: Do you know if any -
23 - who at the Town or if anyone at the Town asked for
24 them?

25 MS. SANDRA COOPER: I don't -- I can't

1 say.

2 MR. JOHN MATHER: Do you have any
3 recollection of why Sprung provided preliminary
4 budgets at that point in time, on July 16th?

5 MS. SANDRA COOPER: At -- when -- of
6 course I was copied them. At the time I wouldn't
7 know. Today, looking at the Foundation Documents, I
8 think there's an indication that -- I -- it could be
9 that somebody had asked about them.

10 MR. JOHN MATHER: Again, just before
11 we move on, you mentioned Ameresco. And we do see in
12 the documents that there was discussion earlier in the
13 year when the multi-use facility -- when the steering
14 committee was -- still had yet to provide the
15 presentation, and when they did provide their
16 presentation, where Ameresco requested a meeting with
17 yourself and staff and other members of council.

18 And during that -- in that period,
19 there was discussion about on what terms the Town
20 could meet with Ameresco without prejudicing a
21 potential future procurement.

22 Do you recall that?

23 MS. SANDRA COOPER: Yes.

24 MR. JOHN MATHER: Do you recall if any
25 similar discussion happened either in advance or after

1 this meeting?

2 MS. SANDRA COOPER: Would you clarify
3 which meeting?

4 MR. JOHN MATHER: The July 11th, 2012,
5 meeting with Sprung.

6 MS. SANDRA COOPER: No, the July --

7 MR. JOHN MATHER: So, Jul --

8 MS. SANDRA COOPER: No, July 11th
9 meeting.

10 MR. JOHN MATHER: July 11th. Yeah.
11 July 11th, yeah.

12 MS. SANDRA COOPER: The July 11th
13 meeting that -- no, there was no indication at that
14 time. However, I had just been included in the
15 Ameresco just short months previous -- prior, so I
16 certainly was -- I was aware.

17 MR. JOHN MATHER: One (1) of the
18 things that Ms. Wingrove had suggested when it came to
19 meeting with Ameresco was that there be an agenda for
20 the meeting and that good notes be taken for the
21 meeting?

22 MS. SANDRA COOPER: M-hm.

23 MR. JOHN MATHER: I take it from your
24 answers you didn't receive an agenda to the meeting
25 before -- to the meeting with Sprung on July 11th

1 before you attended?

2 MS. SANDRA COOPER: I don't believe I
3 received agenda for either meeting, Ameresco or
4 Sprung.

5 MR. JOHN MATHER: And do you recall
6 with respect to Sprung if notes were taken at the
7 meeting?

8 MS. SANDRA COOPER: With either one
9 (1)? No.

10 THE HONOURABLE FRANK MARROCCO: Sorry,
11 don't recall or no notes taken? You -- you said,
12 "No."

13 MS. SANDRA COOPER: No. Oh.

14 THE HONOURABLE FRANK MARROCCO: I'm
15 just -- "No," to what?

16 MS. SANDRA COOPER: I didn't see
17 notes. I didn't take notes. I didn't take notes.

18

19 CONTINUED BY MR. JOHN MATHER:

20 MR. JOHN MATHER: And do you recall
21 anyone else taking notes?

22 MS. SANDRA COOPER: No.

23 MR. JOHN MATHER: Your Honour, I'm
24 about to move on to another topic. I'm happy to keep
25 going, but I just want to --

1 THE HONOURABLE FRANK MARROCCO: Well,
2 how much longer --

3 MR. JOHN MATHER: I'm hoping I can
4 finish today or get very close to finishing today. I
5 don't -- I don't think I'll complete my examination
6 with a whole lot of the day left, let's say.

7 THE HONOURABLE FRANK MARROCCO: We'll
8 take ten (10) minutes.

9

10 --- Upon recessing at 3:03 p.m.

11 --- Upon resuming at 3:14 p.m.

12

13 CONTINUED BY MR. JOHN MATHER:

14 MR. JOHN MATHER: So, Ms. Cooper, I now
15 want to ask you some questions about the July 16th,
16 2012 Council meeting. And to refresh your memory,
17 that's the meeting at which Council directs staff to
18 report back on constructing a single pad arena that
19 can be phased as well as covering the outdoor pool
20 with a fabric structure.

21 If we could pull up paragraph 224 of
22 the Foundation Document. So this paragraph describes
23 that at 4:16 p.m. on the day of the meeting, you send
24 Deputy Mayor Rick Lloyd an email with the subject
25 "2 out of 3," and in the body, you say:

1 "Do you have the two-thirds to scrap
2 Central Park and take option A?"

3 And then Deputy Mayor Lloyd responds:

4 "If you want it scrapped, then I
5 think we can make that happen. Let
6 me know."

7 What did you mean by "take option A"?

8 MS. SANDRA COOPER: I believe I was
9 incorrect in that, and it -- it should have read
10 option B because option A, from what I understood, I
11 believe, was already on -- on the table so to speak.
12 So it actually should have read take option B.

13 MR. JOHN MATHER: What was option B?

14 MS. SANDRA COOPER: That was looking
15 at other options for recreational facilities at
16 Central Park, not the \$35 million project that the
17 Task Force had provided.

18 MR. JOHN MATHER: Is it fair to say at
19 this point in time, you were leaning -- or at the very
20 least leaning towards not proceeding with the Central
21 Park Steering Committee's recommendation but
22 proceeding with some other option?

23 MS. SANDRA COOPER: I wanted to be --
24 certainly, I had concerns, and I had -- I did have a
25 media interview prior to July 16th, I believe, and I

1 publicly stated that I had concerns over a \$35 million
2 project.

3 As I mentioned earlier, there were
4 other upcoming expenditures in the Town that were very
5 large ticket items as well that were requiring work
6 being done on them. So certainly, I had said publicly
7 that 35 million -- and so the two thirds that would
8 be -- you would need two-thirds for reconsideration.

9 MR. JOHN MATHER: Had you formed a
10 view at this point in time of what you would like to
11 see in place of the Central Park proposal?

12 MS. SANDRA COOPER: No. But I wasn't
13 comfortable with a \$35 million expenditure.

14 MR. JOHN MATHER: Why are you reaching
15 out to Deputy Mayor Lloyd to ask him if there are two-
16 thirds to scrap Central Park and take option A or B?

17 MS. SANDRA COOPER: In my observation,
18 some members of Council would reach out or -- I guess
19 reach out to the deputy mayor. So he would have --
20 have an idea of people's views.

21 MR. JOHN MATHER: Something Ms. Almas
22 indicated in her evidence was that it was her
23 impression that the deputy mayor had a lot of sway
24 with Council. Was that something that you
25 experienced?

1 MS. SANDRA COOPER: I think I just --
2 in answering that, it seemed that conversations or
3 he -- the deputy mayor was someone that some members
4 of Council felt comfortable in having conversations
5 with.

6 MR. JOHN MATHER: And when you say
7 that, are you answering yes, you thought he was
8 someone who had sway with other Council members?

9 MS. SANDRA COOPER: I don't -- I'm not
10 sure if I use the word -- I don't know if I'd use the
11 word "sway." Certainly, could someone be persuaded?
12 Perhaps.

13 MR. JOHN MATHER: By Deputy
14 Mayor Lloyd?

15 MS. SANDRA COOPER: Yes.

16 MR. JOHN MATHER: Okay. Go to
17 paragraph 250 of the Foundation Document.

18

19 (BRIEF PAUSE)

20

21 MR. JOHN MATHER: If -- so this is --
22 we're going to scroll down in a second, Ms. Cooper,
23 but -- and you'll see the recording of the vote that
24 was passed that evening. So if we can scroll down.

25 And so this records the direction that

1 was given to staff that evening, and this bullet list
2 of options is something that was produced in a
3 document prior to the meeting and -- in which laid out
4 various options the Council could direct staff to
5 proceed with.

6 Do you know how the options on this
7 list were generated?

8 MS. SANDRA COOPER: I understood they
9 were generated by staff following the June 11th and
10 June 16th meetings of Council.

11 MR. JOHN MATHER: Were the recreation
12 facilities, in your recollection, discussed at the
13 June 16th -- at a June 16th meeting of Council?

14 MS. SANDRA COOPER: I believe -- I'm
15 trying to recall. It was a very lengthy Council
16 meeting. They tended to be around this time, and I
17 would say hours.

18 And so this was -- sorry, I hope I'm
19 answering this correctly -- that this was what was
20 disseminated from the Task Force meet -- or the
21 strategic planning meeting and then from the Council
22 meeting.

23 MR. JOHN MATHER: From a subsequent
24 Council meeting?

25 MS. SANDRA COOPER: Yes.

1 MR. JOHN MATHER: One that occurred
2 prior to July 16th, 2012.

3 MS. SANDRA COOPER: Well, June -- the
4 June 11th strategic meeting, I believe that some of
5 these items were on that list from the discussion of
6 Council. And then from the July Council meeting,
7 further discussion. And if I saw minutes from that
8 July 16th meeting, I could confirm.

9 MR. JOHN MATHER: Perhaps I should
10 clarify. These are from the minutes of the July 16th
11 meeting. So at that meeting, Council voted on these
12 options.

13 When you were referring to a June 16th
14 meeting, do you mean the July 16th meeting?

15 MS. SANDRA COOPER: Well, June 11th
16 was the strategic planning meeting, and then July 16th
17 a Council meeting.

18 MR. JOHN MATHER: We see that -- with
19 respect to option 8, it says:

20 "Enclose the outdoor pool with a
21 fabric building."

22 Other than the pamphlets that Deputy
23 Mayor Lloyd had brought back from FCM and other than
24 what you learned at your July 11th meeting with
25 representatives of Sprung, had you been told anything

1 else about fabric buildings before the July 16th
2 meeting?

3 MS. SANDRA COOPER: I -- no. I didn't
4 know -- I wasn't familiar with any construction-type
5 buildings.

6 MR. JOHN MATHER: It says that -- the
7 top of the motion says that:

8 "Council directs staff to pursue the
9 following recommended options."

10 Do you know whose recommended options
11 they were?

12 MS. SANDRA COOPER: They were Council
13 recommended options from a previous meeting.

14 MR. JOHN MATHER: June 11th strategic
15 workshop?

16 MS. SANDRA COOPER: Yes.

17 MR. JOHN MATHER: Do you know why,
18 when it came to the pool, the only recommended option
19 was a fabric building?

20 MS. SANDRA COOPER: No.

21 MR. JOHN MATHER: In his evidence,
22 Dave McNalty agreed that before the Town headed in the
23 direction of enclosing the pool with a fabric
24 building, there should be serious consideration given
25 to other various types of structures that may cover

1 the pool.

2 Do you know if consideration had been
3 given to other types of structures when it came to the
4 pool?

5 MS. SANDRA COOPER: I don't recall.

6 MR. JOHN MATHER: Why, at this point
7 in time, were you comfortable proceeding in the
8 direction of a fabric building when it came to the
9 pool?

10 MS. SANDRA COOPER: I was comfortable
11 in that looking at recommended options, and it was
12 something that -- that I felt that was a solution for
13 a need for a year-round facility that right now it was
14 short, like, two (2) or three (3) months.

15 MR. JOHN MATHER: Was there anything
16 in particular about fabric buildings that you thought
17 would be appropriate to turn the outdoor pool into a
18 year-round facility?

19 MS. SANDRA COOPER: Sorry, could you
20 repeat the question?

21 MR. JOHN MATHER: I understand that,
22 and correct me if I'm wrong, but your view was that it
23 would be appropriate to cover the outdoor pool in
24 order to make a seasonal pool a year-round pool.

25 Is that fair?

1 MS. SANDRA COOPER: Yes, that's fair.

2 MR. JOHN MATHER: Was there anything
3 about a fabric building specifically that you thought
4 was the best way to go about covering the outdoor
5 pool?

6 MS. SANDRA COOPER: Not at that time.

7 MR. JOHN MATHER: We see at the top of
8 the motion that was passed that the date for reporting
9 back was August 27th, 2012.

10 Do you know why that date was selected?

11 MS. SANDRA COOPER: No.

12 MR. JOHN MATHER: We've heard from a
13 few witnesses who have expressed that this was a short
14 time frame in order to investigate and report back on
15 the two (2) options that were selected.

16 Was that something that you recall
17 being expressed to you at the time?

18 MS. SANDRA COOPER: No.

19 MR. JOHN MATHER: What is your
20 reaction to hearing that this is a view that some
21 members of staff held?

22 MS. SANDRA COOPER: No one brought it
23 to my attention at that time. And from the discussion
24 at a previous Council meeting, it was a -- brought
25 forward a few weeks later.

1 So -- and not having any concerns
2 brought forward by staff, then I didn't think anything
3 more of it.

4 MR. JOHN MATHER: As Mayor, is that
5 something that you would have liked to have known,
6 that members of staff were concerned about the time
7 frame?

8 MS. SANDRA COOPER: If they were
9 concerned about the time frame, yes.

10 MR. JOHN MATHER: Was there any reason
11 in your mind why the time frame could not be extended
12 if -- if a request had been made?

13 MS. SANDRA COOPER: No. I believed
14 that if this had of been brought to Council saying we
15 can't possibly meet this timeline, then for myself, I
16 can't speak for eight (8) other people, but I can say
17 that sure, just if -- if you think -- feel that
18 there's more time required, then I would accept that.

19 MR. JOHN MATHER: In your mind, whose
20 role was it to assess whether or not staff had enough
21 time and if there wasn't enough time, advise Council?

22 MS. SANDRA COOPER: That is a staff
23 function, so I'm not -- it would be a staff function.

24 MR. JOHN MATHER: Was it your
25 understanding that an individual department head could

1 raise that sort of concern with Council?

2 MS. SANDRA COOPER: I would expect
3 that they could raise the concern to the CAO and that
4 would be brought forward.

5 MR. JOHN MATHER: In her evidence,
6 Marta Proctor said that she did raise concerns about
7 the timing with Mr. Houghton.

8 Was that something you were ever made
9 aware of at any point in time?

10 MS. SANDRA COOPER: No.

11 MR. JOHN MATHER: After the July 16th,
12 2012 meeting in which staff are directed to report
13 back on the arena and pool options, we see in the
14 documents and we've heard in the evidence that staff
15 go about gathering information in preparing to report
16 back.

17 During that process we see that -- or
18 at least the documents show that the deputy mayor at
19 one (1) point instructed that Mr. Houghton should be
20 the only contact person with Sprung.

21 Was that a direction that you were
22 aware of?

23 MS. SANDRA COOPER: No.

24 MR. JOHN MATHER: And Mr. McNalty
25 testified that following up on that direction, he and

1 -- he told WGD, the architectural firm that was
2 retained to assist, that they should also not contact
3 Sprung.

4 Was that something you were aware of?

5 MS. SANDRA COOPER: No.

6 MR. JOHN MATHER: If we can go to
7 paragraph 338 and 339 of the Foundation Document?

8 So this paragraph indicates that on
9 August 19th, 2012, Mr. Houghton sent an early draft of
10 the staff report that would eventually recommend
11 proceeding with the Sprung structures to Deputy Mayor
12 Rick Lloyd.

13 And if we can scroll down to the next
14 paragraph, you can see that Deputy Mayor Lloyd
15 responds providing suggestions with respect to the
16 wording of the report.

17 Was this something you were aware of
18 that was occurring?

19 MS. SANDRA COOPER: No.

20 MR. JOHN MATHER: Do you recall if you
21 received any early versions of the staff report
22 dealing with the arena and pool?

23 MS. SANDRA COOPER: No. I did not
24 receive.

25 MR. JOHN MATHER: Appreciating that

1 your evidence is you didn't know about it at the time,
2 looking at it now, in your view was it appropriate for
3 Mr. Lloyd -- Deputy Mayor Lloyd to be providing
4 directions on who would speak with Sprung and
5 reviewing early versions of the staff report?

6 MS. SANDRA COOPER: I -- in my view,
7 looking at it, that it would be a staff function in
8 both cases.

9 MR. JOHN MATHER: And when you say "it
10 would be a staff function in both cases," --

11 MS. SANDRA COOPER: The contact with
12 Sprung, who determines that contact, B, and also with
13 the staff report, that's a staff function.

14 MR. JOHN MATHER: So it was -- was it
15 the case then that Deputy Mayor Lloyd should not have
16 been directing who would speak with Sprung? Is that
17 what you're saying? I just want to make sure I
18 understand.

19 MS. SANDRA COOPER: It should be a
20 staff function, yes.

21 MR. JOHN MATHER: And why is -- why is
22 that a staff function, in your view?

23 MS. SANDRA COOPER: Council have given
24 direction to staff, so staff need to follow up on it.

25 MR. JOHN MATHER: Again, appreciating

1 that you did not know about it at the time, is it
2 something you would have liked to have known, that
3 Deputy Mayor Lloyd was speaking to Mr. Houghton about
4 who should speak with Sprung and looking and
5 commenting on early versions of staff reports?

6 MS. SANDRA COOPER: I mean, in
7 hindsight, certainly have a conversation and say
8 that's not our role.

9 MR. JOHN MATHER: Stepping back more
10 generally to talk about the time period --

11 THE HONOURABLE FRANK MARROCCO: I'm
12 sorry. When you say in hindsight at the time, if you
13 had known about it at the time, what would your view
14 have been?

15 MS. SANDRA COOPER: I would have --

16 THE HONOURABLE FRANK MARROCCO:
17 Hindsight suggests to me that you didn't think it
18 then, but you think it now, looking back.

19 MS. SANDRA COOPER: Oh, okay, I'm
20 sorry. I would speak to the Deputy Mayor about it at
21 the -- had I known at the time.

22

23 CONTINUED BY MR. JOHN MATHER:

24 MR. JOHN MATHER: Stepping back and
25 speaking more broadly about the process between July

1 16th and August 27th, 2012, so between the two (2)
2 Council meetings, Ms. Proctor in her evidence
3 described generally being uncertain about what exactly
4 staff had been directed to do when it came to the
5 recreation facilities.

6 She said this was as a result at least
7 in part because of Deputy Mayor Lloyd giving staff
8 directions in the manners we've seen.

9 She said that when she would raise this
10 concern she had about what Deputy Mayor Lloyd was
11 doing with the EMC, they were resistant to say that
12 Deputy Mayor Lloyd's behaviour was inappropriate and
13 attributed to the fact that Ms. Wingrove had been term
14 -- terminated earlier that year and there was fear of
15 repercussions.

16 Ms. Almas, similarly in her testimony,
17 stated that Ms. Wingrove's termination had shocked her
18 and that created a fear of -- and she had a fear of
19 reprisal going forward, specifically with respect to
20 the Deputy Mayor.

21 Were these concerns of staff something
22 you were aware of at the time?

23 MS. SANDRA COOPER: No.

24 MR. JOHN MATHER: What is your
25 reaction to hearing that today?

1 MS. SANDRA COOPER: Well, what I can
2 say is that I've had -- and I -- I believe so today, a
3 -- a very positive relationship with staff, and I'm --
4 I was not aware of any concerns. Concerns were not
5 brought to my attention.

6 MR. JOHN MATHER: As discussed already
7 today, you've indicated that you were aware that from
8 time to time Deputy Mayor Lloyd might make requests
9 directly of staff.

10 Were you aware of other councillors
11 doing things like that?

12 MS. SANDRA COOPER: No, I was not
13 aware of others.

14 MR. JOHN MATHER: Other than the times
15 that you spoke to Deputy Mayor Lloyd and suggested
16 that he bring something to the Council first, was
17 anything else done that you recall to prevent Deputy
18 Mayor Lloyd from going directly to staff with
19 questions or directions?

20 MS. SANDRA COOPER: Anything else
21 done? No.

22 MR. JOHN MATHER: In -- what was -- in
23 your view, what was your role in deter -- in terms of
24 addressing other Council members and the relationships
25 they might have with staff people?

1

2

(BRIEF PAUSE)

3

4

MS. SANDRA COOPER: I can give an
5 example. From time to time, when a member of Council
6 would send out an email and -- to all of Council, and
7 then it seems to engage discussion, and not every
8 time, from time to time, I would send to all of
9 council and copy the clerk and say that this isn't
10 appropriate, bring it to the Council table, we don't -
11 - we're not having email discussions.

12

So, I would -- that would be the case.

13

MR. JOHN MATHER: And did you see that
14 as part of your role as mayor or something you were
15 doing just because you recognized it shouldn't happen?

16

MS. SANDRA COOPER: Well, I recognized
17 that it shouldn't happen.

18

MR. JOHN MATHER: You understand that
19 you had responsibility as mayor for the conduct of
20 Council when it came to staff people?

21

22

(BRIEF PAUSE)

23

24

MS. SANDRA COOPER: If there -- well,
25 there is a health and safety and -- bylaw or portion

1 that became more in tune with Council or Council
2 training.

3 At that time, I mean, I was not aware
4 of some of the discussions or direction that an
5 individual would have with staff.

6 MR. JOHN MATHER: Appreciating that
7 you might not have been aware of it, but was it your
8 understanding that, if you became aware of a Council
9 member directing staff in an inappropriate manner that
10 it was your role as mayor to intervene or take some
11 action in response?

12

13 (BRIEF PAUSE)

14

15 MS. SANDRA COOPER: Speaking to that
16 individual, yes, if it was something I knew.

17 MR. JOHN MATHER: Ms. Proctor, in her
18 testimony, also said that she had conversations with
19 Mr. Houghton in which she expressed more generally the
20 concerns that she had with the new approach that was
21 taking -- that was being taken with respect to the
22 recreation facilities.

23 And she indicated that the response she
24 received from Mr. Houghton was that she was not being
25 a team player. Did Mr. Houghton at any point prior to

1 August 27th, 2012 indicate that Ms. Proctor had
2 concerns about how the recreation facility's decisions
3 were developing?

4 MS. SANDRA COOPER: No.

5 MR. JOHN MATHER: Did you ever have
6 conversations with Ms. Proctor about her views prior
7 to August 27th, 2012, about how the recreation
8 facility decisions were developing?

9 MS. SANDRA COOPER: No.

10 MR. JOHN MATHER: If Ms. Proctor had
11 concerns, is that something you would have wanted to
12 know as mayor?

13 MS. SANDRA COOPER: Yes.

14 MR. JOHN MATHER: And why is that?

15 MS. SANDRA COOPER: I think just --
16 again, I think I've stated already that it would be
17 something that would be the CAO's role. I guess it
18 would good to be aware of it, not that it -- it's
19 something that I needed. It wasn't a Council
20 function. That was a staff CAO administration
21 function.

22 MR. JOHN MATHER: So, changing gears,
23 in part 1 of the Inquiry, you testified that you first
24 learned about the Green Leaf company and understood it
25 be an enger -- ener -- energy conservation company in

1 and around the summer of 2011 and that Green Leaf
2 attended the solar attic launch event that took place
3 in August 2011.

4 You said you understood that Green
5 Leaf's role with the solar attic vents was that they
6 did marketing for them. You indicated that you first
7 understood that Abby Stec was the owner of the Green
8 Leaf company.

9 And then, at some point in time, you
10 became aware that Mr. Bonwick was involved in Green
11 Leaf from looking at the Green Leaf website.

12 Now that we have been looking at this
13 time line, in the summer of 2011, do you recall if you
14 knew that Mr. Bonwick was involved with the Green Leaf
15 company in July or August 2012?

16 MS. SANDRA COOPER: No.

17

18 (BRIEF PAUSE)

19

20 MR. JOHN MATHER: Do you know when you
21 learned that Mr. Bonwick was involved with Green Leaf?

22 MS. SANDRA COOPER: It was in 2018.

23 MR. JOHN MATHER: When in 2018?

24 MS. SANDRA COOPER: When there was
25 some reporter that had -- from CBC that had accessed

1 or requested FOI process, a police file, OPP document.

2 And that's -- that was af -- that was after the fact.

3 I'll back up. Actually, Mr. Houghton
4 had called me in February -- or not February. He
5 called me in 2018 and had said that the OPP document
6 had come out and that Green Leaf was referenced.

7 And -- and then he proceeded to tell me
8 that it was Mr. Bonwick's company.

9 MR. JOHN MATHER: So, I just want to
10 make sure I understand this. Mr. Houghton called you
11 at some point in 2018 to advise you that the police
12 information -- information from the OPP was coming out
13 that indicated Green Leaf was involved.

14 And then he indicated that Mr. Bonwick
15 was involved in Green Leaf. Is that the case?

16 MS. SANDRA COOPER: That the police
17 rebor -- report had been accessed or made available to
18 the public, I -- I guess. CBC -- at the -- the very
19 least, that CBC had re -- had it, and they released
20 it. And that was at that time.

21 MR. JOHN MATHER: Do you recall what
22 Mr. Houghton said about Mr. Bonwick's involvement in
23 Green Leaf at that point in time?

24 MS. SANDRA COOPER: No, other than he
25 just said that he -- he said Paul is Green Leaf.

1 MR. JOHN MATHER: What was your
2 reaction to that?

3 MS. SANDRA COOPER: I was very
4 surprised.

5 MR. JOHN MATHER: What surprised you
6 about that?

7 MS. SANDRA COOPER: That I never -- I
8 was never aware of that.

9 MR. JOHN MATHER: In part 1 of the
10 Inquiry you indicated in your testimony that you had
11 learned that Mr. Bonwick was involved in Green Leaf
12 from looking at Green Leaf's website.

13 Did that occur before or after Mr.
14 Houghton called you in 2018?

15 MS. SANDRA COOPER: And, actually, I -
16 - I did review that. It was -- it was after -- it was
17 after Mr. Houghton had contacted me that I visited
18 their website --

19 MR. JOHN MATHER: Prior to that --
20 sorry.

21 MS. SANDRA COOPER: -- again. I -- I
22 had looked at it actually at one (1) point in time
23 after -- at least a month after a golf tournament in
24 2012 that I had seen Green Leaf and -- and was curious
25 of what Green Leaf was.

1 MR. JOHN MATHER: When you say you
2 looked at the website sometime after a golf tournament
3 in 2012, what golf tournament are you referring to?

4 MS. SANDRA COOPER: The Mayor's.

5 MR. JOHN MATHER: The annual Mayor's
6 golf tournament that we see that takes place usually
7 around August 2012?

8 MS. SANDRA COOPER: Yeah, towards the
9 end of August, yes.

10 MR. JOHN MATHER: And what about that
11 golf tournament led you to go to the Green Leaf's
12 website?

13 MS. SANDRA COOPER: They were a -- a
14 hole sponsor, and after the golf tournament -- and I
15 always responded by sending thank you cards -- thank-
16 you note or letter to all the -- to the participants
17 and to the sponsors, various sponsors, and I would at
18 that time.

19 MR. JOHN MATHER: Okay. And is it the
20 case, then, that you were sending a thank you card to
21 Green Leaf?

22 MS. SANDRA COOPER: Yes.

23 MR. JOHN MATHER: And do you know
24 roughly how many thank you cards you would send in a
25 typical year for the Mayor's golf tournament?

1 MS. SANDRA COOPER: It would be -- it
2 would go to each team, so I'm -- I'm going to guess at
3 this, and I'm going to say seventy-five (75) cards,
4 maybe, would go to -- a letter would go to one (1)
5 team, a team of four (4), so not individually, so I'm
6 trying to bring it in.

7 MR. JOHN MATHER: And in addition to
8 the teams, you would also send cards to the sponsors--

9 MS. SANDRA COOPER: Yes.

10 MR. JOHN MATHER: Is that the case?
11 Okay. Did you look up any of the other teams or
12 sponsors on the Internet in 2012?

13 MS. SANDRA COOPER: I may have. I
14 just don't recall.

15 MR. JOHN MATHER: Do you recall if
16 there was anything in particular about Green Leaf that
17 led you to look them up in 2012?

18 MS. SANDRA COOPER: Curiosity and that
19 was -- that was it. There would be randomly something
20 that I hadn't been familiar with, and I would google
21 or look it up.

22 MR. JOHN MATHER: When you looked them
23 up, did you recall that Green Leaf had been a company
24 that was involved in the solar attic panel business?

25 MS. SANDRA COOPER: No, I don't recall

1 that.

2 MR. JOHN MATHER: Do you recall
3 knowing of Green Leaf before you looked them up,
4 before sending the thank you card?

5 MS. SANDRA COOPER: I was -- I -- I'm
6 trying to think back because, being proactive and
7 supportive to businesses in the community, I attempted
8 to become familiar with -- with -- with businesses.

9 MR. JOHN MATHER: And was that a
10 business you became familiar with, that you can
11 recall?

12 MS. SANDRA COOPER: It was an
13 environmental company, and that -- that was basically
14 it.

15 MR. JOHN MATHER: And did you know
16 about them before you looked them up on the Internet?

17 MS. SANDRA COOPER: I -- I had not
18 until -- until that time that they were a hole
19 sponsor.

20 MR. JOHN MATHER: The Mayor's golf
21 tournament takes place in August 2012. The vote with
22 respect to the Sprung structures occurred on August
23 27th, 2012.

24 Do you recall if you looked up Green
25 Leaf before or after the vote with respect to Sprung?

1 MS. SANDRA COOPER: I'm looking at --
2 thinking of a consequence in -- or, a sequence of
3 time, and the Mayor's golf tournament would be at the
4 end of the week towards the end of the month, and then
5 preparation to drive to Ottawa for the assais --
6 Association of Municipalities conference, so I -- it
7 would have -- it would be leaving, going to Ottawa,
8 attending the conference, still the -- the end of
9 August, and it would be some time in September. It
10 would -- it would be after August 27th.

11 MR. JOHN MATHER: So after the time
12 period in which you look up Green Leaf in respect of
13 sending the thank you card and when Mr. Houghton calls
14 you at some point in 2018, did you ever go to the
15 Green Leaf website?

16 MS. SANDRA COOPER: I went on the
17 website after I had signed a thank you card in 2012.

18 MR. JOHN MATHER: And then after that
19 but before Mr. Houghton called you, did you go back to
20 the website?

21 MS. SANDRA COOPER: No.

22 MR. JOHN MATHER: Did you have any
23 dealings with Green Leaf in that period of time?

24 MS. SANDRA COOPER: No.

25 MR. JOHN MATHER: Did you ever have

1 any dealings with Abby Stec?

2 MS. SANDRA COOPER: No.

3 MR. JOHN MATHER: When did you first
4 learn that Green Leaf was working with BLT with
5 respect to the Sprung structures?

6 MS. SANDRA COOPER: In the Foundation
7 Documents that we have.

8 MR. JOHN MATHER: And you -- at no
9 point prior to that did you have any understanding
10 that Green Leaf or Ms. Stec had any relationship with
11 BLT or Sprung?

12 MS. SANDRA COOPER: I was not aware
13 that Green Leaf was involved with BLT.

14 MR. JOHN MATHER: Did you believe they
15 were involved --

16 MS. SANDRA COOPER: Or Sprung.

17 MR. JOHN MATHER: We see in the
18 documents -- oh, sorry. When Mr. Houghton called you
19 in 2018 to advise you that Mr. Bonwick had a
20 relationship to Green Leaf or was involved in Green
21 Leaf, at that point, did he tell you that Green Leaf
22 had been involved with the Sprung structures?

23 MS. SANDRA COOPER: No.

24 MR. JOHN MATHER: When Mr. Houghton
25 called you, did you ask him any questions about what

1 Paul's role was or what -- or why he was telling you
2 that information at then -- at that point in time?

3 MS. SANDRA COOPER: I think I was just
4 -- no. It was a phone call. The CBC had just
5 released the OPP documents, and Green Leaf is in the
6 documents.

7 MR. JOHN MATHER: And -- and why did
8 Mr. Houghton point out to you that Green Leaf was in
9 the documents?

10 MS. SANDRA COOPER: I'm not sure. I
11 didn't ask him why. He did then follow up and -- and
12 said that Paul was -- was Green Leaf.

13 MR. JOHN MATHER: And did you ask him
14 why he was telling you that information?

15 MS. SANDRA COOPER: I didn't ask him
16 why. I just was so surprised. I had no words.

17 MR. JOHN MATHER: After you spoke with
18 Mr. Houghton, did you speak with Mr. Bonwick?

19 MS. SANDRA COOPER: No, I did not.

20 MR. JOHN MATHER: Why not?

21 MS. SANDRA COOPER: It was some seven
22 (7) years later from -- from the time that the -- when
23 this had taken place to -- to today, or from 2018.

24 No, I did not speak to him about Green Leaf.

25 MR. JOHN MATHER: Other than the

1 passage of time, is there any reason that you wouldn't
2 phone Mr. Bonwick and ask him about why Mr. Houghton
3 had just called you to say that he was involved in a
4 compan -- that Mr. Bonwick was involved in a company
5 called Green Leaf and that was going to be part of a
6 OPP document?

7 MS. SANDRA COOPER: I just -- I did
8 not phone him. I did not ask him.

9 MR. JOHN MATHER: At any point, have
10 you spoken to Mr. Bonwick about Green Leaf?

11 MS. SANDRA COOPER: No.

12 MR. JOHN MATHER: Why not?

13 MS. SANDRA COOPER: I have no dealings
14 with Green Leaf.

15 MR. JOHN MATHER: Any other reason?

16 MS. SANDRA COOPER: None that comes to
17 mind.

18 MR. JOHN MATHER: We see in the
19 documents that after the Council votes on August 27th,
20 2012, there are rumours that begin being discussed
21 amongst members of the community and staff that Mr.
22 Bonwick somehow benefited from the decision to proceed
23 with Sprung. Mr. Barrow was here yesterday, testified
24 that he was aware of those rumours.

25 Were you aware of them at that point in

1 time?

2 MS. SANDRA COOPER: I had not -- I
3 mean -- how can I put that? There were -- I wasn't
4 addressing -- I wasn't focussed on rumors. There were
5 emails and emails coming in by -- from the public to
6 me, and so trying to respond to them, and also sending
7 them on to the clerk's department was my focus
8 addressing emails that were coming in.

9 MR. JOHN MATHER: And do you recall --
10 my question is really: Do you recall as part of that
11 process, being aware that people were questioning or
12 asking whether or not Mr. Bonwick had had anything to
13 do with the Sprung decision?

14 MS. SANDRA COOPER: No one asked me.

15 MR. JOHN MATHER: Do you recall that
16 question being asked of other people or generally?

17

18 (BRIEF PAUSE)

19

20 MS. SANDRA COOPER: There was an email
21 saying, We heard that Paul Bonwick has a -- is a
22 cousin, and others had received -- other members of
23 Council had received the same -- were copied on that
24 email.

25 MR. JOHN MATHER: If we could pull up

1 paragraph 771 of the Foundation Document.

2

3

(BRIEF PAUSE)

4

5

MR. JOHN MATHER: So this paragraph
6 describes that in after a November 5th Council meeting
7 in 2012, a member of the public sent you and
8 Councillors Mike Edwards and Ian Chadwick an email in
9 which he expressed disappointment with the treatment
10 of Dr. Mike Lewin during a deputation that had been
11 given at Council.

12

He raised several issues, including
13 that he had heard your cousin, Paul Bonwick, was paid
14 a substantial amount to negotiate this deal.

15

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"I would especially like to hear
whether your close relative, Paul
Bonwick, benefitted from this deal."

Is that the email you're referring to?

MS. SANDRA COOPER: Yes.

MR. JOHN MATHER: After receiving this
email, did you make any inquiries of Mr. Bonwick,
whether or not he had been involved in the Sprung
deal?

MS. SANDRA COOPER: Councillor
Chadwick had responded appropriately with the

1 information, and once he had responded, I was
2 satisfied.

3 MR. JOHN MATHER: So if we can scroll
4 down to 772. We see that Mr. Chadwick responded to
5 the email, in saying that:

6 "A Freedom of Information Request
7 recently filed to the Town of
8 Collingwood turned up no payments to
9 Mr. Bonwick for any service. Mr.
10 Bonwick does not do business with
11 the municipality."

12 Is that the response you're referring
13 to?

14 MS. SANDRA COOPER: Yes.

15

16 (BRIEF PAUSE)

17

18 MR. JOHN MATHER: Why not just call
19 your brother and ask?

20

21 (BRIEF PAUSE)

22

23 MS. SANDRA COOPER: He -- I'm -- I'm
24 going to guess, and say he was busy. I was busy
25 dealing with other matters as mayor, and a county

1 Councillor, and other responsibilities. And -- as
2 well as personal -- a lot of emails coming in, having
3 to address those. I was satisfied with the answer.

4 MR. JOHN MATHER: Now that you were
5 aware that Mr. Bonwick was involved with Green Leaf,
6 and Green Leaf was involved with BLT, does that
7 concern you?

8

9 (BRIEF PAUSE)

10

11 MS. SANDRA COOPER: Now that I know,
12 that I didn't know then?

13

14 (BRIEF PAUSE)

15

16 MS. SANDRA COOPER: I certainly would
17 have -- would be interested of knowing -- learning
18 that.

19 MR. JOHN MATHER: Does it concern you,
20 though?

21

22 (BRIEF PAUSE)

23

24 MS. SANDRA COOPER: It makes me
25 question why -- why I wasn't notified.

1 MR. JOHN MATHER: Is that something
2 you would have expected Mr. Bonwick to notify you
3 about?

4

5 (BRIEF PAUSE)

6

7 MS. SANDRA COOPER: There are --
8 perhaps Mr. Bonwick could have certainly notified me
9 of that.

10 MR. JOHN MATHER: Is that something
11 you would have expected him to have done similar to
12 what he did with respect to Collus?

13 MS. SANDRA COOPER: I...

14

15 (BRIEF PAUSE)

16

17 MS. SANDRA COOPER: Well, he hasn't.
18 He did not.

19 THE HONOURABLE FRANK MARROCCO: I -- I
20 think --

21 MS. SANDRA COOPER: I don't --

22 THE HONOURABLE FRANK MARROCCO: -- Ms.
23 Cooper's answered the question. I think we can move
24 on to something else.

25 Actually, while -- while they're moving

1 on, was Council -- the -- the Council meeting is on
2 the -- this is just a small matter, but the Council
3 meeting was on the 27th?

4 MS. SANDRA COOPER: Yes.

5 THE HONOURABLE FRANK MARROCCO: Was
6 that a Monday like it is now?

7 MS. SANDRA COOPER: Yes.

8 THE HONOURABLE FRANK MARROCCO: Golf
9 tournament -- what day of the week is that?

10 MS. SANDRA COOPER: It's a Thursday.

11 THE HONOURABLE FRANK MARROCCO: So was
12 the golf tournament the previous Thursday, or the
13 subsequent Thursday?

14 MS. SANDRA COOPER: It would have been
15 the subsequent Thursday, and then --

16 THE HONOURABLE FRANK MARROCCO: So the
17 30th, or something like that?

18 MS. SANDRA COOPER: I'm sorry. It
19 would have been prior to that, because it would have
20 been off to -- aut -- it would have been on the
21 Thursday --

22 THE HONOURABLE FRANK MARROCCO: Before
23 the 27th?

24 MS. SANDRA COOPER: -- bef -- yes.

25 THE HONOURABLE FRANK MARROCCO: Okay.

1 MS. SANDRA COOPER: The week before.
2 And then Ottawa, back in on the Wednesday, Council
3 agenda on the Thursday, and the Council meeting on the
4 27th, on the Monday.

5 THE HONOURABLE FRANK MARROCCO: Thank
6 you.

7

8 CONTINUED BY MR. JOHN MATHER:

9 MR. JOHN MATHER: Appreciating what
10 you've told us about when you learned about Mr.
11 Bonwick's involvement with respect to Green Leaf,
12 stepping back to July and August, 2012, as -- as
13 Council is considering how to proceed with recreation
14 facilities, and is looking at Sprung as a potential
15 option, did you ever have any conversations with Mr.
16 Bonwick just generally about the recreation facilities
17 issue and how Council might proceed?

18 MS. SANDRA COOPER: No.

19 MR. JOHN MATHER: If we can go to
20 paragraph 391 of the Foundation Document.

21

22 (BRIEF PAUSE)

23

24 MR. JOHN MATHER: So this is an email
25 dated August 23rd, 2012 a few days before the Council

1 meeting. Mr. Bonwick sends yourself, Mr. Houghton,
2 and Deputy Mayor Lloyd an article about a -- a Toronto
3 Life article about, I believe, the MasterCard Centre,
4 and -- and issues with public/private partnerships,
5 and says:

6 "It would be very useful to have Mor
7 -- Marjory send it out as an example
8 of how an expensive private part --
9 partnership can go wrong."

10 Do you recall receiving this email?

11 MS. SANDRA COOPER: Yes.

12 MR. JOHN MATHER: Do you know why Mr.
13 Bonwick sent you, and Mr. Houghton, and Mr. Lloyd this
14 email?

15 MS. SANDRA COOPER: Well, I can say it
16 was unsolicited. You would have to ask him. I would
17 -- I would say that there was a lot of media coverage,
18 and -- in the community regarding recreation, parks
19 and recreation, and project in -- in Collingwood.

20 So that could be. It's not a
21 discussion that I'd had with him.

22 MR. JOHN MATHER: Did you have any
23 discussions after he sent you this email?

24 MS. SANDRA COOPER: No, I -- I did not
25 regarding this article that was sent, the email, no.

1 MR. JOHN MATHER: Did Mr. Bonwick send
2 you any other unsolicited information that related to
3 the recreation facilities decision?

4

5 (BRIEF PAUSE)

6

7 MS. SANDRA COOPER: Not in my
8 recollection.

9 MR. JOHN MATHER: Do you know if you
10 requested that Marjory -- and I'm assuming that's
11 Marjory Leonard -- if you requested that Marjory send
12 that out as Mr. Bonwick suggested?

13 MS. SANDRA COOPER: I did not.

14 MR. JOHN MATHER: Do you know if
15 anyone asked Ms. Leonard to do that?

16 MS. SANDRA COOPER: I think that would
17 be a question for Ms. Leonard, but there was no
18 indication that another email came around with the --
19 with the magazine article from her.

20 MR. JOHN MATHER: Other than this
21 email, do you recall any other instance of you and
22 your brother discussing anything about the recreation
23 facilities?

24 MS. SANDRA COOPER: There is an email
25 that I had received, as many emails, and there was one

1 (1) in particular that I had -- I'd sent.

2 MR. JOHN MATHER: Are you referring to
3 an email in which someone who is usually a supporter
4 expressed disappointment in your decision?

5 MS. SANDRA COOPER: Yes.

6 MR. JOHN MATHER: And we see that
7 email comes after the August 27th meeting.

8 Anything else --

9 MS. SANDRA COOPER: Yes.

10 MR. JOHN MATHER: -- before the August
11 27th meeting, other than this email?

12 MS. SANDRA COOPER: No, no.

13 MR. JOHN MATHER: In Part 1, the
14 Inquiry heard evidence that your brother acted as a
15 political advisor to you from time to time. Is that
16 fair?

17 MS. SANDRA COOPER: I'm not sure if I
18 would refer to him as my political advisor. I had
19 many taxpayers that I would have to answer to and I
20 had weekly phone calls from individuals with their
21 opinions or their comments, their suggestions.

22 MR. JOHN MATHER: So both Mr. Bonwick
23 and Mr. Houghton testified that he -- he, Mr. Bonwick,
24 was a political advisor.

25 Did he provide -- provide you political

1 advice at any point in time that you can recall?

2 MS. SANDRA COOPER: Well, he assisted
3 with -- had a review of my inauguration speech.

4 MR. JOHN MATHER: Is there any reason
5 why you understand that Mr. Bonwick and Mr. Houghton
6 would believe that Mr. Bonwick was your -- one (1) of
7 your political advisors?

8 MS. SANDRA COOPER: It may be an
9 assumption for Mr. Houghton, and I don't believe I had
10 ever stated that Paul Bonwick was my political
11 advisor. I didn't -- I didn't see that.

12 MR. JOHN MATHER: When did you first
13 learn that staff were considering proceeding with the
14 Sprung structures by way of sole source?

15 MS. SANDRA COOPER: In the -- in a
16 staff report.

17 MR. JOHN MATHER: There's a staff
18 report that was circulated on Friday, August 24th,
19 before the meeting on August 27th, 2012.

20 Is that the staff report you're --
21 you're referencing?

22 MS. SANDRA COOPER: Yes.

23 MR. JOHN MATHER: Do you recall if you
24 received a version of that staff report before it had
25 been circulated to other Councillors?

1 MS. SANDRA COOPER: I'm not sure if
2 there's something here with the staff report in it --
3 of it being sent around, but not that I recall. It --
4 the staff report would have been provided in the
5 Council agenda and I would have received it -- I did
6 receive it then.

7 MR. JOHN MATHER: Other than what was
8 in the staff report, did you have any conversations
9 with anyone on Council or on staff about the decision
10 or the recommendation to sole source prior to the
11 meeting?

12 MS. SANDRA COOPER: Ms. Leonard had --
13 had explained to me about the sole source that -- that
14 she was -- that was from reading the staff report and
15 that the due diligence had been done for this, and I
16 think that was -- that was the Monday.

17 MR. JOHN MATHER: And I just want to -
18 - just want to clarify, do you recall having a
19 conversation with Ms. Leonard or are you referring to
20 the presentation she gave at the meeting itself?

21 MS. SANDRA COOPER: It would have --
22 it was a comment that I made prior to that -- only on
23 that day.

24 MR. JOHN MATHER: So you're recalling
25 a conversation you had with Ms. Leonard on the --

1 August 27th?

2 MS. SANDRA COOPER: Having reviewed
3 the -- the agenda and the package.

4 MR. JOHN MATHER: Were you satisfied
5 that the Town was in a position to pro -- proceed by
6 way of sole source when it came to the Sprung
7 structures?

8 MS. SANDRA COOPER: Yes. I felt that,
9 and I still feel, there's very competent staff here,
10 well trained, and I would still today take their
11 recommendation.

12 MR. JOHN MATHER: Other than staff's
13 recommendation, did you do any other -- did you look -
14 - did you research yourself or investigate yourself
15 whether or not the Town was in a position to sole
16 source or were you relying on staff solely?

17 MS. SANDRA COOPER: I relied on staff.

18 THE HONOURABLE FRANK MARROCCO: Just a
19 question about process.

20 MS. SANDRA COOPER: Yes.

21 THE HONOURABLE FRANK MARROCCO:
22 Typically would all of the Councillors' material for
23 the meeting be sent out at the same time?

24 MS. SANDRA COOPER: Yes.

25 THE HONOURABLE FRANK MARROCCO: So if

1 there's a staff report, they would -- would -- am I
2 correct that all the Councillors typically would get
3 it at the same time?

4 MS. SANDRA COOPER: It would be
5 attached in the -- in the package, yes.

6 THE HONOURABLE FRANK MARROCCO: And --
7 and would you see the staff reports in final form
8 rather than drafts that would -- would they...

9 MS. SANDRA COOPER: Generally in final
10 form, and there -- there would be an occasion that
11 there may be an addendum on the agenda and that could
12 come in the day of, like the Monday of the Council
13 meeting as well, and that would -- that's -- the
14 Clerk's department would send that out.

15 I -- I wouldn't send an addendum or a
16 change-up; that would be the Clerk's department that
17 would take that responsibility.

18 THE HONOURABLE FRANK MARROCCO: And
19 would they, in your experience, typically send -- and
20 if there -- in a hypothetical where there's an
21 addendum, send them all out, send one (1) to each
22 Councillor?

23 MS. SANDRA COOPER: Yes. It would be
24 Town Councillors and everyone would receive that at
25 the same time.

1 THE HONOURABLE FRANK MARROCCO: Okay.

2

3 CONTINUED BY MR. JOHN MATHER:

4 MR. JOHN MATHER: If we could go to
5 paragraph 351 of the Foundation Document.

6

7 (BRIEF PAUSE)

8

9 MR. JOHN MATHER: So this paragraph
10 contemplates that the week prior to the August 27th,
11 2012, Council meeting there was an AMO conference that
12 took place in Ottawa, and if you scroll down there's a
13 reference here that -- for some charges that were made
14 to a Collus PowerStream credit card in relation to
15 something at the Shore Club and a purchase at a Mamma
16 Teresa's Restaurant in Ottawa.

17 Do you recall attending AMO before the
18 August 27th, 2012, vote?

19 MS. SANDRA COOPER: Yes. I was at the
20 AMO conference.

21 MR. JOHN MATHER: Do you recall if you
22 attended any events at a Mamma Teresa's Restaurant?

23 MS. SANDRA COOPER: There was a -- a
24 social there on the -- I'm not sure exactly what date
25 that was. I'm going between whenever the golf

1 tournament was to before the 27th. It could have been
2 the 19th. In that year the date changes a bit.

3 MR. JOHN MATHER: And who was in
4 attendance at the social at the Mamma Teresa?

5 MS. SANDRA COOPER: I believe that all
6 those in attendance are listed.

7 MR. JOHN MATHER: In the paragraph
8 above?

9 MS. SANDRA COOPER: Yes. 351. Plus
10 some spouses and Councillor Hull is not listed as
11 being there but he was there as well, and his wife.

12 MR. JOHN MATHER: Was it a dinner
13 event?

14 MS. SANDRA COOPER: It was a dinner.
15 It was a dinner. It was a social.

16 MR. JOHN MATHER: And it appears that
17 members of Council, some of their spouses, CAO
18 Houghton... Was Mr. Bonwick at the dinner?

19 MS. SANDRA COOPER: Yes.

20 MR. JOHN MATHER: And do you know how
21 it came to be that Mr. Bonwick was at that dinner?

22 MS. SANDRA COOPER: The invitation to
23 members of Council and department heads came from my
24 office, that if they were attending AMO, that I'd like
25 to ask everyone to gather, get together for a social,

1 and also the spouses.

2 And Councillor Hull had said that they
3 were -- he was taking his sons and un -- probably
4 unable to attend, going out of town and recalling
5 having daycare and that sort of thing.

6 And so, I had asked -- I asked Mr.
7 Bonwick if his -- well, his daughter was attending
8 university in Ottawa. And I had asked if she was
9 going to be in Ottawa at that time.

10 And he said he -- he was taking her
11 back. And -- and I said, Well, would you please ask
12 her if she wouldn't mind looking after Councillor
13 Hull's children. And he said, well, that he would do
14 that. And she offered. And -- and so, he attended
15 the -- the dinner. Again, it was a social, so.

16 And -- and then everything was sent
17 after the fact, all -- the receipt went to the -- the
18 treasurer.

19 MR. JOHN MATHER: Did Mr. Bonwick
20 attend the dinner at your invitation?

21 MS. SANDRA COOPER: Yes.

22 MR. JOHN MATHER: Do you recall if
23 anything about the recreation facilities or the Sprung
24 structures were discussed at that dinner?

25 MS. SANDRA COOPER: No. It was a

1 social evening. No.

2 MR. JOHN MATHER: And why did you
3 invite Mr. Bonwick to the dinner?

4 MS. SANDRA COOPER: He was planning to
5 be there with his daughter. And his -- his daughter
6 was actually then not able to be with him, so I had
7 invited him to attend.

8 MR. JOHN MATHER: If we could --

9 THE HONOURABLE FRANK MARROCCO: She
10 wasn't able to be with him because she was
11 babysitting?

12 MS. SANDRA COOPER: Yes, that's right.

13

14 CONTINUED BY MR. JOHN MATHER:

15 MR. JOHN MATHER: Can we go to
16 paragraph 470 of the Foundation Document?

17

18 (BRIEF PAUSE)

19

20 MR. JOHN MATHER: And scroll down.
21 Sorry, with the paragraph in here. This is
22 referencing some emails that were sent on the morning
23 of the Council meeting. The first email is from Ms.
24 Proctor to Mr. Houghton saying that:

25 "A man named Paul Cadieux has some

1 questions about some matters."

2 Mr. Houghton responds at 10:16 a.m.

3 saying that he was coming to town hall and said:

4 "I think we all need to have a very
5 quick conversation."

6 And then it indicates that at 11:18
7 a.m. you emailed Ms. Proctor advising that:

8 "We are waiting for you, council
9 boardroom."

10 Do you recall meeting with Ms. Proctor
11 on the -- around this time, on August 27th?

12 MS. SANDRA COOPER: I -- I don't
13 recall that we met; however, I would say that likely
14 we did.

15 MR. JOHN MATHER: Do you remember
16 having any conversations with Ms. Proctor about the
17 August 27th, 2012 Council meeting in advance of the
18 meeting?

19 MS. SANDRA COOPER: Yes, asking, you
20 know, are you comfortable, are you ready to. And
21 also, Mr. Cadieux was making a deputation to Council.
22 And he also had many questions.

23 And I wanted to have an understanding
24 if others were asking questions, as I say, there were
25 emails flying everywhere, that I wanted to understand

1 the response.

2 MR. JOHN MATHER: Can we go to
3 paragraph 552 of the Foundation Document? I just
4 bring you here to -- as a point in time to show that
5 on August 30th, 2012 you and Ms. Leonard signed the
6 construction contract between the Town and BLT.

7 Did you personally review the contract
8 before you signed it?

9 MS. SANDRA COOPER: I didn't
10 personally review it.

11 MR. JOHN MATHER: Do you know who
12 reviewed the contract before it was signed on behalf
13 of the Town?

14 MS. SANDRA COOPER: Yes, Ms. Leonard
15 and, as well, the Town solicitor had looked at.

16 MR. JOHN MATHER: Mr. Mascarin at Aird
17 & Berlis?

18 MS. SANDRA COOPER: It could have been
19 because it would be either Mr. Longo or Mr. Mascarin.

20 MR. JOHN MATHER: Before you signed
21 the document did anyone advise you about what was
22 contained in the contract?

23 MS. SANDRA COOPER: We -- we did not
24 go through it page by page, no.

25 MR. JOHN MATHER: We saw, with respect

1 to the Collus transaction, documents. You were
2 provided a memo outlining some of the material terms
3 of the documents and had opportunities to speak to Mr.
4 Longo before they were signed.

5 Anything along those lines that
6 occurred with respect to these contracts?

7 MS. SANDRA COOPER: No.

8 MR. JOHN MATHER: Do you have any
9 understanding of how the payment schedule in the
10 contract was negotiated?

11 MS. SANDRA COOPER: No.

12 MR. JOHN MATHER: Do you know what the
13 Town did to ensure that it negotiated the best price
14 with BLT?

15 MS. SANDRA COOPER: Well, I would hope
16 that -- in good faith, that the Town would negotiate
17 the bre -- best price for the Town.

18 MR. JOHN MATHER: Do you have any
19 knowledge of what negotiations took place?

20 MS. SANDRA COOPER: I was not involved
21 in any negotiations.

22 MR. JOHN MATHER: Could we go to
23 paragraph 573 of the Foundation Document?

24

25 (BRIEF PAUSE)

1 MR. JOHN MATHER: And so, paragraphs
2 573 and 574 describe that on August 28th, 2012, the
3 Karen Cubitt email, the draft news release to
4 yourself, Mr. Houghton, and Marta Proctor.

5 And then if we go to paragraph 574, we
6 see that Mr. Bonwick is later that day sending you a
7 revised version of the draft press release in which
8 he's made some comments and changes.

9 Do you know how Mr. Bonwick got a copy
10 of the draft press release?

11

12 (BRIEF PAUSE)

13

14 MS. SANDRA COOPER: I believe it would
15 be in one (1) of the emails around here.

16 MR. JOHN MATHER: We see Mr. Bonwick
17 sending it back to you. Did you ask him to review the
18 draft press release?

19

20 (BRIEF PAUSE)

21

22 MS. SANDRA COOPER: In my
23 recollection, I didn't send him a press release.

24 MR. JOHN MATHER: Do you know why Mr.
25 Bonwick was making changes to a draft press release

1 about the Sprung structures?

2 MS. SANDRA COOPER: Well, we had -- I
3 think there was another email here. If we can just
4 pull it all together, that would help me better.

5 MR. JOHN MATHER: Certainly. We -- we
6 can scroll back up. And we can open up documents if
7 it assists you. So, this -- this describes that on
8 August 28th at 2:40 Karen Cubitt sended -- sent a
9 draft news release to yourself, Ed Houghton, and Marta
10 Proctor.

11 You reply that you would like to add,
12 "This will meet overdue needs of our community." And
13 then Ms. Cubitt circulates a revised version at 2:45
14 p.m. to incorporate the changes you requested.

15 Oh, then it -- then it shows that you
16 did forward it on to Mr. Bonwick. Do you recall doing
17 that?

18 MS. SANDRA COOPER: I do now.

19 MR. JOHN MATHER: Do you know -- do
20 you have any recollection of why you sent it to Mr.
21 Bonwick is really what I want to know.

22 MS. SANDRA COOPER: Okay. Yes. his
23 forte, I guess, was communication. His -- yes -- his
24 forte was communication. We did not have a
25 communication officer in the -- in the municipality,

1 and, therefore, looking for some -- for a suggestion
2 that -- that he could have like a -- a key tip there
3 or suggestion with -- with a news release -- with a
4 media release in that we were lacking that
5 functionality here.

6 And when there was a huge interest in
7 the community on a -- any particular topic more so
8 than something minor, I felt it was important to get a
9 message out to the community -- get information out to
10 the community.

11 MR. JOHN MATHER: If we scroll down to
12 paragraph 575, we see at the -- in the middle of this
13 paragraph a revised version of the -- the press
14 release has gone around, and Ms. Cubitt comments that:

15 "Here is the latest draft. I
16 understood Councillor Chadwick will
17 be taking a look at it tonight, and
18 so I will plan on sending it to
19 Megan for circulation tomorrow
20 morning."

21 The Inquiry has heard that something
22 Mr. Chadwick would sometimes do is review press
23 releases or other public relations materials given his
24 background in media and journalism.

25 Is there something that Mr. Bonwick

1 could provide with respect to reviewing a news release
2 that Mr. Chadwick could not provide?

3 MS. SANDRA COOPER: Councillor
4 Chadwick or Mr. Chadwick -- any -- anything that I had
5 -- a lot of what I had seen that -- and it was only
6 from time to time that he provided was more in the
7 grammatical -- grammatical area. And Councillor
8 Chadwick was not a sports fan like -- so getting a --
9 his input there, he may not have -- have that
10 expertise.

11 It was just Councillor Chadwick -- I
12 didn't always -- wasn't always aware if he was
13 looking -- taking a look at something for -- out for
14 release, and this is something that he was reviewing.

15 MR. JOHN MATHER: One (1) more area of
16 which I have some questions. If we could pull up Sara
17 Almas' affidavit, AFF13. This is the final area and
18 then --

19 THE HONOURABLE FRANK MARROCCO: You
20 said -- oh, so that this is your last area.

21 MR. JOHN MATHER: This is my last
22 area. I didn't say question. I've --

23 THE HONOURABLE FRANK MARROCCO: No,
24 no. Carry on.

25 MR. JOHN MATHER: -- I wouldn't say

1 that.

2 THE HONOURABLE FRANK MARROCCO: No,
3 no. I know that. I paid close attention to the
4 difference.

5 MR. JOHN MATHER: Thank you. That's
6 good.

7 THE HONOURABLE FRANK MARROCCO: Go
8 ahead.

9

10 CONTINUED BY MR. JOHN MATHER:

11 MR. JOHN MATHER: And if we could go
12 to page 5 of the affidavit, paragraph 30. So,
13 Ms. Cooper, I'm bringing you to Ms. Almas' affidavit
14 because it provides a helpful summary of some of the
15 steps along the way in terms of the public
16 consultation when it came to the Collus funds.

17 And what we see in paragraph 31 of her
18 affidavit is that there was a public meeting that was
19 held on December 1st, 2012 in which the public was
20 invited to provide feedback about what to do with the
21 funds.

22 A survey was also distributed to
23 members of the public, and the responses of those --
24 of that survey was then collected and analyzed and
25 presented in a staff report on February 25th, 2013.

1 And then you can see in the last
2 sentence that the top three (3) responses when it came
3 to the survey in terms of how to use the Collus funds
4 was redeveloping Hume Street, enhancements to the
5 harbour, and decreasing the Town's debt.

6 We then see in the next paragraph that
7 on July 30th -- sorry -- June 10th, 2013, Council
8 voted to allocate the funds to the recreation
9 facilities which we now know are the Sprung
10 structures.

11 It is our understanding from looking at
12 the minutes that you voted in favour of this. Is that
13 correct?

14 MS. SANDRA COOPER: Yes.

15 MR. JOHN MATHER: Why did you think
16 that spending the money on the Sprung structures was
17 the appropriate use of the Collus funds?

18 MS. SANDRA COOPER: I made that
19 determination after Ms. Leonard had provided a report
20 with the various items that the public had provided, I
21 guess.

22 MR. JOHN MATHER: And what role did
23 the public's feedback from the survey results play in
24 your decision?

25 MS. SANDRA COOPER: So for -- for in

1 my decision looking at decreasing the Town's debt,
2 that was an option, and that was something that I
3 would look for the treasurer -- for Ms. Leonard to
4 bring back a -- well, she had numbers at her
5 fingertips.

6 And looking at: Were there penalties?
7 Are we paying large interest rates? Or if some are
8 near end of -- anyway, a recommendation that the
9 treasurer would make regarding the Town's debt because
10 that's certainly something that I wanted to see was
11 paying down the debt. However, coming from the
12 financial expert, I would go -- I would certainly
13 bring her information into my decision making.

14 The harbour was another assessment from
15 the public. There was ongoing -- there had been
16 ongoing work down in the harbour. And so I -- I think
17 that was being addressed. And I think enhancements to
18 the harbour -- people were looking for showers,
19 fuel station, laundry facilities, something very large
20 and expensive.

21 And as well, Hume Street redevelopment.
22 I did support that one. And is the information that
23 came from staff

24 MR. JOHN MATHER: And to be fair, the
25 remaining amounts of the Collus funds after the

1 recreation facilities were applied to the Hume Street
2 reconstruction.

3 MS. SANDRA COOPER: Yes.

4 MR. JOHN MATHER: Do you know -- so
5 Council learns on February 25th, 2013 the results of
6 the public consultation process. On June 10th, 2013,
7 they vote to allocate the funds first to the Sprung
8 structures and then to Hume Street.

9 Do you know if at any point in between
10 Council discussed how else they could pay for the
11 Sprung structures, given the fact that recreation
12 facilities weren't in the top three (3) priorities of
13 the public?

14 MS. SANDRA COOPER: The treasurer had
15 prepared a report, and we had that information.

16 MR. JOHN MATHER: Do you recall what
17 the -- if there was a -- what the plan B was if the
18 money couldn't be spent on the facilities?

19 MS. SANDRA COOPER: Yes. It could
20 have been through internal borrowing. So that's
21 taking money out of reserves that could be earmarked
22 for something else and could be borrowed internally
23 for -- for the recreation facilities.

24 MR. JOHN MATHER: From your
25 perspective -- and I appreciate you can only speak to

1 your perspective -- why was it preferable to use the
2 Collus funds rather than internal borrowing when it
3 came to paying for the Sprung structures?

4 MS. SANDRA COOPER: That came through
5 the information that was provided, at least for
6 myself, by the treasurer and looking at either
7 borrowing internally or using the money -- monies to
8 directly put toward the recreation facilities. It was
9 through information that was provided to me by staff.
10 That's how I made my -- determined my decision.

11 MR. JOHN MATHER: In her affidavit,
12 Ms. Almas noted that the procedural requirement to
13 have a notice of motion was waived before the vote
14 took place with respect to allocation of the funds.

15 Ms. Almas said she wanted to draw
16 attention to this because she questioned why Council
17 did not provide notice before making a vote when it
18 came to the Collus funds. Do you know why the notice
19 of motion was waived?

20 MS. SANDRA COOPER: I'm going to read
21 this.

22

23 (BRIEF PAUSE)

24

25 MS. SANDRA COOPER: Why notice --

1 waiving notice and vote -- voting on it at that time?

2 That's the question?

3 MR. JOHN MATHER: Yes. Do you know
4 why that was done?

5 MS. SANDRA COOPER: That was a
6 decision that Council had made, and Council wanted to
7 move forward in that direction.

8 MR. JOHN MATHER: To your knowledge
9 was there anything preventing Council from deferring
10 this decision so that it could provide notice?

11 MS. SANDRA COOPER: No, not that I'm
12 aware of.

13 MR. JOHN MATHER: Those are my
14 questions.

15 THE HONOURABLE FRANK MARROCCO: Thank
16 you very much, Ms. Cooper. We're going to stop for
17 today and continue on Monday ten o'clock in the
18 morning to complete -- for the cross-exam -- your
19 cross-examination and any re-direct.

20 MS. SANDRA COOPER: Okay, thank you.

21

22 (WITNESS RETIRES)

23

24 --- Upon adjourning at 4:36 p.m.

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Certified Correct,

Wendy Woodworth, Ms.

<p> <u> </u> \$ <u> </u> \$1 92:2 \$100 92:14 \$187,775 84:13 85:18 \$35 159:21 160:5 189:16 190:1,13 \$550,000 56:11 \$7,141,811 93:12 \$7,392,000 76:23 \$7,498,902 93:15 \$80 92:8,10 \$995,037.0 2 83:8 <u> </u> 1 <u> </u> 1 5:21,22 6:18 8:25 27:17 29:25 39:19 41:7 52:3 54:16 60:11 61:25 68:7,11,2 5 72:5,11 80:12 89:2 93:24 97:9 103:16 113:3 117:25 137:16 145:4 153:7 160:8,18 161:4,9,1 </p>	<p> 0 162:24 171:2,5,2 3 172:19 175:2 181:21 186:17 187:9 198:19 206:23 209:9,22 211:4 226:1,13 227:6 230:21 238:15 241:15 1.16 78:6,13 1.164 95:22 1.2 14:11 1:47 133:16 10 6:18 21:3 22:18 53:6 67:20 95:4,23 96:8,12 97:15,17, 22,23 98:2,3,7, 12 99:2,7 100:2,3,9 ,10,14,16 ,23 101:9,11 102:14,15 103:2 188:8 10:02 5:1 10:16 235:2 100 9:5 58:22 10th 138:1 243:7 </p>	<p> 245:6 11.1 76:24 78:25 11:08 67:8 11:18 235:6 11:19 67:9 11th 152:22 156:3 165:10 168:15 169:4 174:14 176:24 186:4,8,1 0,11,12,2 5 192:9 193:4,15, 24 194:14 12 53:6 60:13 66:21 12.3 76:24 78:25 127:11 12:23 124:15 12:32 124:16 12:45 133:15 121 151:20 12th 144:14 133 3:9 136 159:12 13th 152:13 142 155:10 143 156:1 144 161:24 14th </p>	<p> 169:15 15 48:20 98:9 155 169:10 159 167:14 15th 25:13,19 47:18 48:3 1638 4:3 1639 4:4 1640 4:5 1641 4:6 1642 4:7 16th 49:25 50:15 51:18 52:14 165:9 184:11 185:4 188:15 189:25 192:10,13 193:2,8,1 0,13,14,1 6 194:1 198:11 202:1 17th 20:6 52:20 18 35:3 18th 20:25 22:6 1980s 33:18 19th 199:9 232:2 1st 242:19 <u> </u> 2 <u> </u> 2 6:6 10:19,20 17:3 23:1,15,2 </p>	<p> 0 24:25 29:22 41:7 57:13 60:13 72:24 74:14,25 75:20 83:14 86:2 93:3 95:8 97:10 100:7 102:19 108:21 113:5 119:7,22 120:2 122:19 144:15 169:16,23 188:25 195:14 196:15 202:1 2:40 239:8 2:45 239:13 20 36:3 200 87:9 2000 163:19 2000s 163:19 2003 134:3 2006 134:7 201 174:9 2011 9:12 11:4 151:23 207:1,3,1 3 2011/2012 9:17 2012 5:18 6:1,5 </p>
--	--	--	--	--

7:6,21 9:12 20:6,25 25:11,14 33:20 40:11 51:18 73:23 92:12 119:2,4 134:16,21 137:9 138:1 144:5,14 151:23 152:2,13, 22 156:3 164:16 166:19 169:15 172:2 174:15 175:23,24 184:11 186:4 188:16 193:2 196:9 198:12 199:9 202:1 206:1,7 207:15 209:24 210:3,7 211:12,17 212:21,23 213:17 216:20 218:7 223:12,25 227:19 231:11,18 235:17 236:5 238:2 242:19 2013 66:21 242:25 243:7	245:5,6 2016 65:7 2018 207:22,23 208:5,11 209:14 213:14 214:19 215:23 2019 1:23 20th 23:1 40:10 49:4 220 84:22 85:3 224 188:21 23rd 223:25 24 40:8 61:9 2-4 19:21 40:8 47:7 51:17 106:8 114:10 115:23 248 3:15 24th 227:18 25 10:19 18:13 36:3 128:1 250 191:17 25th 40:11 242:25 245:5 27th 20:20 25:10 73:23 107:19 137:9 164:16 196:9 202:1	206:1,7 212:23 213:10 216:19 222:3,23 223:4 226:7,11 227:19 229:1 231:10,18 232:1 235:11,17 28th 238:2 239:8 29 83:5 295 45:10 29th 11:4 2nd 144:4 <hr/> 3 <hr/> 3 14:11 19:22 29:1 41:11 51:22 74:12 119:7 188:25 195:14 243:2 245:12 3:03 188:10 3:14 188:11 3:19 55:4 30 18:13 35:4 63:11 242:12 30th 222:17 236:5 243:7 31 47:8,17 242:17	32 48:17 33 49:2 338 199:7 339 199:7 34 49:11 35 47:8 190:7 351 231:5 232:9 357 95:17 36 51:17 39 52:19 391 223:20 3rd 142:10 <hr/> 4 <hr/> 4 3:3 14:18,23 20:24 28:25 36:1 84:9 103:21 211:5 4.4 15:14 4.5 96:4 4:00 47:18 4:16 188:23 4:36 247:24 418 95:18 43 55:4 45,000 87:20 450 56:11 470 234:16 4th 1:23 <hr/> 5 <hr/> 5 3:6 93:13,20, 24	94:10,14, 16,18,20, 21 95:4 99:12,13, 21 100:4,15, 17,22 101:12 103:5 104:22 184:11 242:12 5,000 87:19 50 58:23 552 236:3 573 237:23 238:2 574 238:2,5 575 240:12 58 106:8 59 58:23 5th 114:10,19 218:6 <hr/> 6 <hr/> 6 14:18,24 35:1 59:8 60:8 96:4 121:7 6,000 87:19 6:23 161:25 63 114:10 64 115:23 6-inch 63:6 <hr/> 7 <hr/> 7 84:22 96:5 215:22
---	---	---	---	--

7,498,902 93:18	81:2 138:7,25 139:4,13, 24 164:14	account 87:6 97:16	,22 145:2,5,2 4 147:21 148:6 149:7,14 150:10 151:16 156:13 169:18	145:2,25 146:4 147:21 148:6
71 106:22 107:19 108:7	able 26:1,4 27:25 28:7	accreditat ion 75:10,14, 15	addendum 230:11,15 ,21	
75 211:3		accuracy 36:9 51:7	adding 61:12 80:19 85:4	
771 218:1		accurate 12:25 14:20 35:22 36:9 38:14 44:2 73:17 77:22 78:2 91:9,19	action 205:11	
772 219:4			actual 95:15,18 98:22	
7th 106:13			actually 22:12 30:21 38:1 39:16 55:3 56:20 61:7 96:22 109:25 144:2,3 189:12 208:3 209:15,22 221:25 234:6	addition 88:13,24 91:25 95:4 143:8
<hr/> 8				
8 84:22 193:19 197:16				
8,769,405 93:21				
8:00 50:1				
85 87:9	absence 43:13	achievable 62:25 63:8		additional 75:16 93:18 105:11
86 137:20	absent 146:21	achieve 60:20,25 63:10 81:2 82:9,24 154:3		additions 122:15
89 144:4	absolutely 18:20 27:14 69:22 90:24 110:13 148:14	achieved 62:24		address 44:13 220:3
<hr/> 9		achieving 64:17		addressed 63:9 139:11 160:9 244:17
9 62:10		across 7:20 65:19	add 72:4 82:9 87:5 95:20,21 97:15,17 102:14 145:4 150:8 239:11	addressing 164:5 203:24 217:4,8
9:00 52:20 132:4		act 19:10 66:25 96:19 110:1,3,6 111:7		adds 100:8
91 144:15		acted 226:14		adequate 141:9
92 144:2,24	accept 128:14 197:18	acting 43:22 110:12,20 144:13,17	added 54:21,25 57:22 80:15,16, 25 84:13 86:6 87:7 91:5 93:19,20 95:24 97:11 102:21,24	adjourning 247:24
93 148:4	accepted 175:11			adjustment 93:7 95:14
97 1:19 172:20	accepting 175:9			adjustment
9-inch 53:8	accessed 207:25 208:17			
<hr/> A				
a.m 5:1 67:8,9 235:2,7	accommodat e 35:3 88:1,20 89:8			
A3 35:15	according 149:14			
Abby 207:7 214:1				
ability 42:11				

s 79:5,7,21 80:12,13 88:19 93:22 118:1 121:20,22	advisor 226:15,18 ,24 227:11 advisors 227:7 af 208:2 AFF13 241:17 affect 51:6 53:21 affected 46:25 112:14 affecting 128:17 affidavit 241:17 242:12,13 ,18 246:11 affordable 30:10 182:8 afternoon 47:21 55:4 116:14 126:22 133:24 134:1 178:3 afterwards 21:1 against 39:1 agenda 144:18,21 145:1,5,1 6,25 146:4,24, 25 147:6,11, 13,21 148:5	186:19,24 187:3 223:3 228:5 229:3 230:11 agreed 56:12 70:10 155:17 194:22 agreement 14:13,17, 19 ahead 18:5,19 22:18 242:8 air 118:3,8 Aird 236:16 all- inclusive 121:17 allocate 243:8 245:7 allocated 12:4 allocation 246:14 allow 20:19 allowance 103:3 allowed 35:15 42:14 65:2 allows 104:3 all-year 26:14 Almas	152:15 190:21 202:16 241:17 242:13 246:12,15 already 11:16,17 29:9 41:23 42:10 87:25 102:4 115:13 118:3 122:11 163:17 175:24 184:5 189:11 203:6 206:16 Alternativ es 28:21 aluminum 53:5,10 64:3,9,24 am 12:24 16:13 59:2 69:4 80:10 86:20,21 88:14 123:24 126:5 230:1 amended 145:16,17 Ameresco 181:2,6 185:11,16 ,20 186:15,19 187:3 Amin 182:25 AMO 231:11,17	,20 232:24 amongst 114:16 152:10 216:21 amount 12:3 26:25 63:19,22 88:24 94:19 95:24 101:20,25 109:7 160:4,15 218:14 amounts 244:25 analyse 158:20 159:9 analysis 157:24 159:3 analyzed 242:24 Andrea 2:15 annual 119:15 210:5 answer 45:3 62:22 91:23 97:7,20 102:19 110:19 120:20 128:6 129:20 131:7 175:17 220:3 226:19 answered
---	---	---	---	---

73:4	193:25	applicable	101:15	109:22,23
221:23	195:15	78:9,13	102:13	architects
answering	196:2	92:12	104:1,7,1	5:15 6:10
158:13	197:2	applied	1,16,17,1	11:5
191:2,7	203:17,20	77:13	8 112:15	105:25
192:19	211:16	81:15,20	205:20	106:24
answers	217:12	82:3	approached	108:8
140:23	225:22	99:14	55:7	109:25
186:24	226:8	100:2	115:14	114:23
anticipate	233:23	245:1	182:24	116:1,19
d	237:5	applies	approaches	architectu
125:5,10,	241:4	100:9	16:14,21,	ral
24	247:9	apply 39:1	23 68:12	75:3,4,21
126:3,24	anyway	81:14	72:25	76:20
127:7,17	148:20	applying	approachin	79:18
129:9	244:8	100:14	g 34:15	84:7,12,2
anticipati	anyways	appoint	appropriat	0 85:8
on 125:16	69:12	147:4	e 132:8	94:2,3
127:20	apart	appointed	143:12	96:2
anybody	53:6,11	144:13,16	158:11	104:2
42:1	127:9	149:7,9	174:1	105:20
78:23	Apologies	appointing	183:12	106:2
124:1	144:4	146:18	195:17,23	107:1,7
anyone	appear	appointmen	200:2	108:10,15
113:24	32:4	t 147:20	204:10	,24 109:3
114:3	34:20	148:5	243:17	116:21
115:19	APPEARANCE	appreciate	appropriat	121:15
120:24	S 2:1	106:17	ely	154:18
164:12	appeared	173:3	218:25	199:1
179:1	8:24 15:3	245:25	approval	area 39:1
184:23	79:4	appreciati	171:12	61:25
187:21	159:24	ng 199:25	approve	85:2
225:15	appears	200:25	149:24	87:13,14,
228:9	43:1	205:6	152:3	19
236:21	44:10	223:9	approved	88:9,13,1
anything	45:16	approach	149:15	5
9:3 29:3	232:16	6:25 7:1	172:24	89:9,15,2
32:25	appetite	68:8,17	approximat	5 134:25
34:1,21	171:8	69:18	ely 35:3	163:18
81:7	apples	71:19	April	241:7,15,
104:8,16	80:23,24	73:18	119:2	17,20,22
114:7	82:11	79:15,21	142:4,10	areas
127:7,16	120:3,10	86:2,8	144:4,14	87:23
136:23	apples-to-	90:21	architect	88:6
137:4	apples	97:9,25	6:14,19	125:4
163:9	82:7	99:3	8:10 38:2	127:23
175:13		100:19		150:10
176:20				161:5
				arena

19:17	35:14	s 14:15	212:7	137:9
20:10	36:6	assignment	attempting	164:16
21:9 24:6	39:14	43:20	84:6	196:9
25:17	52:23	assist	attend	199:9
29:22,23	53:1	11:5	148:8	202:1
30:1,5,11	75:12	58:19	150:16,24	206:1,7
,16	84:23	149:9	165:5,13	207:3,15
32:5,19,2	119:25	199:2	180:22	210:7,9
4	aren't	assistance	181:14	212:21,22
34:16,21	51:6	150:11,14	182:16	213:9,10
35:24	141:6	assisted	233:4,20	216:19
37:23	arise	227:2	234:7	223:12,25
39:6	102:10	assists	attendance	226:7,10
41:9,12	arrangemen	17:16	182:17	227:18,19
45:5,20,2	ts 132:8	239:7	232:4,6	229:1
1,25 46:7	arrived	associate	attended	231:10,18
51:20,22	175:13	1:7 2:4	175:10	235:11,17
55:6	article	6:7 176:2	176:14	236:5
56:23	224:2,3,2	associated	187:1	238:2
57:15	5 225:19	12:16	207:2	239:8
58:11,20	ASAP 138:5	14:16	231:22	aut 222:20
59:12	aside	59:4	233:14	automatica
61:5,21	25:15	83:7,24	attending	lly 18:17
63:12	100:13	91:4	174:19,20	available
64:21	aspect	159:22	213:8	118:17
66:17	127:15	Associatio	231:17	126:20
74:13,16	aspects	n 111:7	232:24	131:3,10
76:11,21	12:23	213:6	233:7	208:17
77:2,10	32:8	assuming	attention	avoid
81:23	115:5	225:10	196:23	132:21
84:12,21	asphalt	assumption	203:5	avoiding
85:6	69:22	90:18,25	242:3	65:12
86:5,14,1	78:19	227:9	246:16	avoids
7	assais	assumption	attic	132:25
87:6,8,25	213:5	s 34:14	207:2,5	awarded
89:11	assess	72:15	211:24	11:4,13
103:25	158:20	80:11	attributed	aware 9:3
104:3,9	197:20	attached	202:13	42:16
120:8,12,	assessment	52:25	August	45:7
15	11:7,17	95:1	11:3	54:11,18,
121:1,23	12:1	106:20,21	20:20	20,24
167:23	51:20	117:23	25:10,13,	107:16
169:1,20	56:13,18	230:5	18 47:18	112:4,7,1
177:7,11	244:14	attachment	49:4	2 115:21
178:25	assessment	118:21	51:18	117:2
188:18	assessment	attempted	52:14,20	123:16,24
198:13			73:23	,25
199:22			107:19	135:17
arenas				
32:14,18				
33:16				

148:24	based	176:23	189:8,11,	beyond
162:17	22:5,22	begin	25 192:14	34:2 46:1
164:4	31:18	216:20	193:4	125:4,10
165:12	45:15	beginning	203:2	bid
172:3	56:9	123:20	214:14	16:9,17
173:3,4,5	68:20	begins	224:3	17:12
179:15	119:13,17	74:13	227:6,9	123:6
186:16	120:17	behalf	232:5	bidding
198:9,22	122:16	130:10	238:14	39:21
199:4,17	123:3	236:12	believed	122:2
202:22	129:9	behaviour	158:6,21	Bill 2:17
203:4,7,1	156:15	202:12	197:13	129:6,14,
0,13	basic	behind	bench 35:4	18,23
205:3,7,8	27:11	79:7	benches	130:1
206:18	75:23	belief	87:9	billing
207:10	76:19,20	31:8	benefit	38:22
209:8	basically	believe	62:6	bit 21:14
214:12	86:18	9:4 25:2	125:14	28:9,13
216:24,25	139:9	29:11	127:25	30:3
217:11	176:12	40:10	benefited	36:8,11
220:5	180:6	45:1	216:22	39:8,12
241:12	212:13	46:3,21	benefits	42:10
247:12	basis	55:24	24:8	62:11
awkward	17:24	60:3,22	27:18	65:13
80:4	130:8	66:13,14	72:24	66:25
<hr/>	bat 119:20	84:11	121:11	72:18
B	BDC 16:25	95:11	benefitted	74:20
<hr/>	bearing	96:19	218:17	79:19
babysitting	70:9	111:25	Berlis	96:13
g 234:11	bears	112:1	236:17	115:4
background	70:3,7	137:1	Besides	154:15
5:13	beaten	138:15	107:5	184:5
23:11	39:20	139:23	108:13	232:2
46:13	became	140:5,20	best 11:20	BL 130:10
151:22	61:8	142:10	109:11	block
179:14	205:1,8	145:11	110:6,12,	55:17
240:24	207:10	146:5	20 153:15	84:7,12,2
ballpark	212:10	150:10	154:23,24	0 85:8,24
92:8,11	become	162:2	,25 155:5	86:2
barrier	212:8	164:24	171:5	87:17
65:25	becomes	165:25	196:4	119:20
86:4	62:1,2	167:11	237:13,17	blocks
Barrow	bef 222:24	168:14	better	75:3
114:20	beforehand	172:14	61:13	blow 79:19
216:23	168:25	178:3	114:5	BLT 2:17
base 80:15	171:12	180:7	131:15	114:20
85:5		182:18	239:4	115:6
93:12		187:2		
97:12				

130:10	226:22,23	2:14	161:12	broadly
214:4,11,	227:5,6,1	130:12,14	164:19	201:25
13 220:6	0	,18	165:21	brochure
236:6	232:18,21	Brian 6:7	166:17	52:25
237:14	233:7,19	18:25	167:9,16	169:4
blunt	234:3	21:3	168:12	176:19,22
88:23	238:6,9,1	32:13	169:12	177:1
bo 24:3	6,25	37:16	170:4	184:4
Board	239:16,21	38:6	172:7	brochures
182:5	240:25	bricks	174:11	168:6
boardroom	Bonwick's	32:24	191:19	broke 60:2
235:9	129:8	33:13,23,	204:2,22	broken
boards	208:8,22	25 41:19	205:13	66:2
172:14	223:11	bridging	207:18	brother
body	borrowed	64:14	217:18	219:19
188:25	245:22	brief 6:21	218:3	225:22
Bonwick	borrowing	7:10 9:8	219:16,21	226:14
2:7	245:20	10:8,22	220:9,14,	brought
124:25	246:2,7	14:3	22	9:18
125:22,25	bottom	19:24	221:5,15	19:15
126:5,7,1	25:5	22:20	223:22	149:15
7 129:7	28:18	23:6	225:5	157:1,6,1
130:3	40:23	24:10	231:7	0 158:10
138:1,5	46:15	33:4 37:5	234:18	166:25
142:20	49:25	40:20,25	237:25	168:4
143:8,23	74:13	45:13	238:12,20	171:17
144:8	91:23	46:10	246:23	193:23
147:18,20	93:12,19	47:10	briefed	196:22,24
,24,25	103:20,22	57:8	21:3	197:2,14
148:17,22	125:1	67:17,22	bring 82:6	198:4
,25	156:11	68:1	93:21	203:5
207:10,14	bought	70:25	139:18	Brown
,21	166:22	71:14	140:14	182:15
208:14	boundaries	73:13	154:8	budget
209:11	14:10	74:1,22	155:5	51:21
214:19	brackets	75:7	158:24	55:5 60:3
215:18	76:25	76:14	173:20,25	69:3
216:2,4,1	brakes	79:12	203:16	81:11
0,22	112:18	100:25	204:10	84:4,9
217:12,21	bre 237:17	101:6	211:6	91:3
218:13,17	break 53:9	103:8,13,	236:4	95:16
,21	67:5,12	18 106:10	244:4,13	101:15,21
219:9,10	133:13	113:18	bringing	102:18,22
220:5	breakdown	127:4	20:3	172:17
221:2,8	123:8	130:24	157:20	budgets
223:16	Breedon	137:22	242:13	96:7
224:1,13		145:8	brings	121:23
225:1,12		156:13	91:24	184:12,13
		158:2	93:14	
		159:5,15		

185:4	75:2,3,17	138:16	235:21	151:13
build	78:1,10,1	built	calculatin	206:17
16:1,6,8,	4	54:21	g 84:17	cap 160:17
9,16,17,2	80:16,23,	64:22	calculatio	caps 64:25
3,24	25	66:21	n 79:23	65:9
17:12,21	81:21,24	75:23	93:4	capture
18:1	82:1	77:2,11	99:15	94:22
66:17	83:13,16	86:18	calculatio	carbon
69:7 88:5	85:1	95:10	ns 127:10	119:16
101:22	86:18	102:5	calendar	card
102:22	87:7,11	112:24	174:24	210:20
177:11	88:11,14,	163:15	175:9	212:4
builder	15,20	177:7	Calgary	213:13,17
70:8,20	89:18	bullet	177:7	231:14
72:14	90:1,12	156:7	camera	cards
107:11	91:7,11	192:1	142:11,15	210:15,24
108:18	92:1	bus 76:9	144:21	211:3,8
109:1,15	93:5,6	Bush 25:17	Canada	cares
110:10	96:17	29:3,5	118:23	148:18
builders	113:13	51:21	177:6	carried
64:15	114:24	business	Canadian	102:8
building	115:10	5:18,25	166:22	carry 69:2
8:4,16	116:3,20,	35:8	Canlan	96:8
10:12	21 117:12	141:8	9:19	99:22
12:24	119:12,14	211:24	canteen	241:24
13:15	123:18	212:10	87:15	case 18:16
17:6	151:25	219:10	CAO 43:22	22:1
20:12	167:22	businesses	137:18	32:17
27:12,21	179:24	212:7,8	144:14,17	58:14
32:18	193:21	busy	,22	68:22
33:8	194:19,24	219:24	145:2,5,2	70:20
34:25	195:8	buzzing	4	91:18
35:9,10,1	196:3	154:6	146:7,18	117:18
1,24	buildings	bylaw	147:4,10,	128:21
37:23	34:11	136:20	11,21	145:22
39:5,8,24	54:11,20,	137:10	148:6	147:3
50:22	25 55:1	145:12	149:7,14	151:10
52:16	80:21	149:14	150:10,22	153:25
54:12	81:2	183:8	151:16	164:6
55:11,20	82:10	204:25	156:13	165:14
56:3,4	112:23	by-law	169:18	170:24
60:20	113:5	134:8,11,	182:15,25	173:19
61:10	167:24	17	198:3	174:2
64:8,19	177:6	<hr/>	206:20	183:24
66:14,23	194:1,5	<hr/>	232:17	200:15
68:5,6,17	195:16	Cadieux	CAO's	204:12
,18,19	builds	234:25		208:15
69:8	70:7			
73:10	buildup			
74:18,25	89:7			

210:20 211:10 cases 200:8,10 caution 132:24 cavity 60:12 63:5,6 86:3 87:17 CBC 207:25 208:18,19 215:4 central 8:3 11:2,7 13:3,24 14:16 17:6 21:19 23:25 24:6,17 29:7 51:20 74:16 103:23 105:4 106:15,19 116:17 151:22 152:1,11 154:14 189:2,16, 20 190:11,16 Centre 224:3 cents 17:14 certain 31:12 32:8 44:4 61:14,23 62:1,15 64:18 74:16 116:12	172:1 certainly 33:19 34:4 140:17 160:12 180:5 186:16 189:24 190:6 191:11 201:7 220:16 221:8 239:5 244:10,12 Certificat e 3:15 certificat ion 8:14,21 57:17,20 58:19 59:23 76:9 certificat ions 58:12 certified 8:16 248:3 cetera 88:15 89:7 100:10 Chadwick 218:8,25 219:4 240:16,22 241:2,4,8 ,11 chain 114:18 142:21 143:9,10 148:17 chair	170:18,20 172:17,18 ,20,22 challenge 171:10 Chambers 1:18 change 12:18 28:10 68:20 120:14 changed 64:19 112:14 117:21 172:12 changes 47:3 65:5 94:23 99:24 101:2 102:8,19 232:2 238:8,25 239:14 change-up 230:16 changing 206:22 charact 101:4 characteri ze 101:13 characteri zed 98:2,15 101:4 characteri zing 99:22 charge 5:14 charges 97:3 231:13	cheaper 39:15 check 130:6 checklist 58:22 Chenoweth 2:11 124:13,19 ,20 127:6 130:4 Chief 1:7 childcare 13:10 children 163:25 164:2 233:13 choice 126:13 chosen 15:12 chronologi cally 40:5 circulated 114:14,16 116:16 227:18,25 circulates 239:13 circulatio n 240:19 city 7:15,16,1 8 69:25 civil 9:5 13:23 94:5 CJI6146 73:24 121:4 CJI6416 103:11	CJI6682.16 40:18 claim 53:2 60:17 clarificat ion 43:21 44:22 clarify 186:2 193:10 228:18 clarity 44:21 class 36:3 123:2,5 classes 36:1 clear 18:16 45:3 77:25 78:12 88:4 92:25 100:1 184:21 clearly 21:18 clerk 144:25 145:3 146:16,20 ,21,23 147:14 148:7 152:14 158:12 204:9 clerk's 145:21,23 146:13 165:1,24 166:7 217:7 230:14,16 clicked
--	---	---	---	--

175:9	35:10	88:10	commit	224:18
client	coffee	combine	171:21	239:12
7:11,13,15,16	43:10	29:24	committee	240:7,9,10
17:16	collected	comes	11:6 13:3	compan
28:11	242:24	41:25	149:9	216:4
30:24	collective	48:23	150:25	company
36:12,13	151:12	153:9	151:23	8:24 9:18
71:23	collective	216:16	152:12	10:4
94:23	ly 151:18	226:7	154:9,14	11:14
96:7	153:15	comfortabl	155:3	135:8
109:23	Colling	e 100:18	167:4	166:14
124:2	162:9	190:13	170:9,19,20	169:8
clients	Collingwoo	191:4	172:18,21	206:24,25
7:7,19,23	d	195:7,10	185:14	207:8,15
31:7,11,14 109:4	1:2,17,20	235:20	committees	208:8
118:10	2:13 8:3	coming	172:13	211:23
client's	11:14	27:1	Committee'	212:13
109:5	14:17	131:25	s 152:3	216:4
close 35:9	43:11	141:10	189:21	comparable
47:14	55:6	145:15	common	83:14
76:9	177:11	208:12	42:19	123:6,8
188:4	181:22	217:5,8	68:4	compare
218:16	219:8	220:2	87:23	80:23
242:3	224:19	235:3	88:6	85:18
closer	Collingwoo	244:11	89:11	125:9
92:14	d's 49:13	commence	99:4	179:23
closets	178:11,14	126:19	158:24	compared
35:12	Collus	commencing	160:5	56:20
closing	160:20,22	5:1	161:14	72:21
85:5	161:19	comment	180:21	76:24
closure	162:5,9,18,25	63:1	181:14	114:24
76:12	163:9	161:21	commonly	116:2
Club	164:10	183:16	31:8	121:1,21
231:15	165:16,19	228:22	communicat	comparing
Cobourg	166:9	commenting	ion 69:1	62:14
5:21 7:15	221:12	201:5	239:23,24,25	115:10
16:24,25	231:14	comments	community	116:19,25
59:1	237:1	42:24	153:11	119:15
code 35:9	242:16	115:1	158:7,8	120:3,10
61:10	243:3,17	116:5	162:14	122:5
64:19	244:25	153:5	163:18,22	comparison
65:3,5,18	246:2,18	156:6,8	166:3	24:17
66:14,23	column	226:21	177:17	62:13
codes	29:4,6	238:8	178:17	80:5 82:7
	columns	240:14	212:7	118:22,24
	29:1,22	commission	216:21	122:4,9,13
		ing 75:16		

compensing 14:18	27:17 29:7 32:5 34:19	38:23 119:20	126:7 135:12 136:13	95:3 99:13,21 100:5
compete 11:12	45:19,24 46:15	condensed 157:7	considerab ly 56:3	102:10 103:4,25 104:15,17
competent 229:9	56:23 62:16	conditions 102:9	considerat ion 146:2	105:2,10, 23 113:5 114:21
competitio n 105:16,21 106:1 107:1,21 108:9 112:1 121:9 124:8	76:12 82:9 compositio n 6:5 compressed 72:17 con 9:20 concept 16:4 19:16 22:7,9 24:18 26:8 29:18,24 41:12 47:1	conduct 14:14 204:19 conference 166:21 168:5 213:6,8 231:11,20 configurat ions 55:8 confirm 165:14 193:8 conflict 109:24 113:15 conflictin g 43:18,25 44:21 confusion 44:11 conjunctio n 20:22 53:14 connect 69:25 connected 17:6 43:5 consequenc e 213:2 conservati on 206:25 consider 33:19 34:10 60:19 72:23 125:17	156:16 194:24 195:2 considered 10:11 25:9 28:20 98:13 136:5 182:9 considerin g 11:1 12:15 27:21 154:18 223:13 227:13 construct 89:17 constructe d 27:13 75:2 constructi ng 104:9 188:18 constructi on 2:17 6:25 18:18 20:10 33:15,24 36:20 68:8 74:15,25 75:20 76:19 77:3,11,1 4 87:16 89:17 90:4 93:13	118:10 119:17 134:4 179:14 180:18 236:6 constructi on-type 194:4 consultant 14:13 16:3 38:12,18 consultant s 16:11 38:21 98:23,25 consultati on 13:7 242:16 245:6 consulting 11:4 154:19 consumptio n 51:2 119:16 120:11,25 contact 37:3 39:9 42:6,14,1 9 53:13 72:11 135:9 182:5 198:20 199:2 200:11,12 contacted
competitiv e 13:11 18:23 71:6 competitor 123:24 competitor s 18:22 compile 47:24 complain 72:2 complete 22:9 76:10,11 86:4 131:20,21 188:5 247:18 completed 48:1 completely 64:12 compliance 16:3,25 component 55:12,21 components 13:14 23:24	conceptual 89:19 concern 140:13 170:16 198:1,3 202:10 220:7,19 concerned 197:6,9 concerns 124:22 126:12 129:8 138:6 139:8,12, 13 189:24 190:1 197:1 198:6 202:21 203:4 205:20 206:2,11 concrete			

9:20,21 19:15 41:21 177:20 183:4 209:17	y's 103:3 continue 151:13 155:25 247:17 CONTINUED 42:22 60:6 62:8 67:11 71:16 80:8 81:18 83:3 87:4 90:8 92:23 97:5 179:7 187:19 188:13 201:23 223:8 231:3 234:14 242:10 continuous 64:21 65:19 66:24 contra 69:11 contract 11:5 15:11,15 18:18 20:19 69:11 236:6,7,1 2,22 237:10 contractor 69:12 contracts 71:2 237:6 contributi on 18:11 convention	al 77:3,11,1 3 87:16 90:4 conversati on 22:6 23:2 32:12 115:18,21 142:13 144:7 147:19 180:14 201:7 228:19,25 235:5 conversati ons 191:2,4 205:18 206:6 223:15 228:8 235:16 cooling 56:7 Cooper 2:9 3:8 133:10,19 ,21,25 134:1,5,1 3,18,22 135:3,7,1 6,20 136:2,12, 19 137:1,6,1 2,14 138:11,15 ,21 139:7,14, 25 140:16 141:2,12, 18,23 142:1,6,1 7,22,25 143:5,11, 15,25 144:11	145:10,20 146:1,5,1 2,19 147:5,15, 22 148:2,23 149:4,13, 22 150:1,5,9 ,16,23 151:7,15, 21 152:24 153:3,24 154:5 155:2,11, 16,21 156:2,24 157:12,17 ,21 158:4,21 159:7,10 160:3,16, 24 161:7,14 162:8 163:6,11, 16 164:11,17 ,21 165:8,23 166:10,15 ,19 167:2,11 168:3,14, 17,21 169:2,15, 24 170:6,15, 18,25 171:13 172:9,25 173:7,12, 16,23 174:6,21, 24 175:4,8,1 5,19 176:5,9,1 2,18,24 177:4,12, 16	178:1,7,1 5,21 179:10 180:2,16, 25 181:8,12, 16 183:15 184:2,15, 20,25 185:5,23 186:2,6,8 ,12,22 187:2,8,1 3,16,22 188:14 189:8,14, 23 190:12,17 191:1,9,1 5,22 192:8,14, 25 193:3,15 194:3,12, 16,20 195:5,10, 19 196:1,6,1 1,18,22 197:8,13, 22 198:2,10, 23 199:5,19, 23 200:6,11, 19,23 201:6,15, 19 202:23 203:1,12, 20 204:4,16, 24 205:15 206:4,9,1 3,15 207:16,22 ,24 208:16,24 209:3,7,1 5,21 210:4,8,1
--	--	--	---	--

3,22	22 241:3	192:19	49:5,7	4 155:5
211:1,9,1	242:13	correspond	50:4,17	156:6,17,
3,18,25	243:14,18	ence	56:7	19
212:5,12,	,25	32:22	68:4,5,6,	157:2,5,7
17	245:3,14,	47:13	20	158:5,6,8
213:1,16,	19	106:7	69:3,5,20	,11,18,25
21,24	246:4,20,	108:4	74:17	160:1,14
214:2,6,1	25	114:3	75:16	162:14,15
2,16,23	247:5,11,	cost	86:15	164:5,8,9
215:3,10,	16,20	34:6,9	98:13,17	,22 165:9
15,19,21	Cooper's	36:7	100:15	167:3,20
216:7,11,	221:23	38:12,18,	101:10	168:7,23
13,16	copied	20 39:3	Counc	169:5
217:2,14,	148:24	56:20	172:16	170:8,10,
20	185:6	67:25	council	14,21
218:19,24	217:23	68:13,16	1:18 11:4	171:1,3,7
219:14,23	copies	69:7	15:12	,10,12,14
220:11,16	13:8	71:11,22	25:10	,18
,24	copy 74:8	72:1	49:23	172:13,16
221:7,13,	78:21	76:18	73:23	,20,23,24
17,21	79:23	78:18	74:9	,25
222:4,7,1	93:9	83:7,16	78:22,25	185:17
0,14,18,2	106:18,21	85:18,22	106:19	188:16,17
4	204:9	90:17	107:19	190:18,24
223:1,18	238:9	91:9,25	116:11	191:4,8
224:11,15	copying	92:2,5,18	134:3,9	192:4,10,
,24	167:20	93:12	136:7	13,15,21,
225:7,13,	correct	96:8 98:3	137:9	24
16,24	5:16	103:2,23	138:2	193:6,11,
226:5,9,1	8:5,17	113:6	139:10,19	17
2,17	13:17	121:10,16	,20	194:8,12
227:2,8,1	19:19	122:25	140:4,7,1	196:24
5,22	66:6	cost-	4	197:14,21
228:1,12,	70:12	effective	141:19,25	198:1
21	76:2	34:10	142:2,5,1	200:23
229:2,8,1	82:16	122:7	0	202:2
7,20,24	83:1	costing	143:2,21	203:16,24
230:4,9,2	91:21	11:21	144:6,18	204:5,6,9
3	94:19	12:6 36:6	145:1	,10,20
231:19,23	115:16	48:14,23	146:17	205:1,8
232:5,9,1	122:24	49:3,17	147:3,6	206:19
4,19,22	152:23	56:15	148:7	216:19
233:21,25	195:22	cost-	149:15,24	217:23
234:4,12	230:2	prohibiti	151:3,6	218:6,11
235:12,19	243:13	ve 89:1	152:3,5,1	222:1,2
236:9,14,	248:3	costs	7	223:2,3,1
18,23	correctly	27:20	153:1,12,	3,17,25
237:7,11,	145:11	38:22	18,23	228:5,9
15,20		40:3	154:1,3,1	230:12
238:14,22			1,12,22,2	231:11
239:2,18,				

232:17,23	34:13	critical	<u> </u>	46:3,21
234:23	79:8 85:3	47:24	<u> </u>	47:1,5
235:8,17,	97:8	48:4	D	48:8,12
21 243:7	98:11	critique	Dabrus 3:5	49:9,20
245:5,10	107:16	127:18	5:4,6,10,	50:11,21
246:16	108:3	cross	11,16,19	51:8,12,1
247:6,9	117:25	66:2,3	6:6,11,14	5
councillor	140:10	126:7,14	,17	52:1,8,17
116:14	course	crosses	7:3,8,12,	53:18,23
136:24	10:2	125:9	25	54:6,13,1
148:6,9,1	37:16,25	cross-exam	8:5,9,18,	7,22
3 149:2	136:5	247:18	22	55:14,24
152:14	148:19	cross-	9:4,16,25	56:14,19
172:15	182:1	examinati	10:5,13	57:21
218:24	185:6	on	11:12,24	58:5,13,2
220:1	cousin	125:7,20,	12:11,17	1
230:22	217:22	21	13:1,6,17	59:6,13,1
232:10	218:13	126:16,17	,22 14:22	7,20
233:2,12	cover	130:13,22	15:7,18,2	60:2,22
240:16	94:15,17	247:19	2	61:7,22
241:3,7,1	96:12	cross-	16:10,18,	62:4
1	97:21	examinati	22	63:13
councillor	99:2	ons	17:19,22,	64:2
s 114:11	167:22	126:23	25	65:6,11
152:10	194:25	cross-	18:4,20,2	66:6,13,1
154:8	195:23	examiner	4 19:5,19	8,22
159:23	coverage	124:24	21:10,13,	67:5,6
203:10	224:17	Crow 118:9	17	68:13,19
218:8	covering	Cubitt	22:3,10	69:9,21
227:25	21:22	238:3	24:12,21,	70:5,12,1
229:22	25:3	239:8,13	24	5,19,22
230:2,24	188:19	240:14	25:20,23	71:1,5,12
Council's	196:4	Curiosity	26:2,5,12	,24 72:10
147:7	create	211:18	,24	73:1,5,8,
171:21	84:6	curious	27:14,22	20
172:5	89:15,16,	209:24	28:2,8	74:6,10
Council-	25	current	29:11,17,	75:25
supported	created	36:7	20 30:18	76:6
107:9	202:18	66:23	31:1,6,20	77:7,16,1
council	creates	currently	32:11,20	9,23
144:18	183:13	5:14 59:1	33:1,11	78:4,8,11
Counsel	creating	curse 19:1	34:3,24	,15,18
2:3,5,7	63:4	CW 86:3	35:25	79:2
count 59:5	credit	cycle 56:7	36:19	81:6,16,2
county	231:14		37:13,20	2
219:25	criminal		38:11,20	82:2,12,1
couple	9:2,5		39:7 40:1	8 83:1
28:14			41:10,17	84:19
			42:3,7,13	85:10,21
			,20 43:4	86:9,12,2
			44:1,14,2	2 87:8
			5 45:6	

88:3,16,2 2 89:10,20 90:2,22 91:12,15, 21 92:6,13,2 0 93:1 94:1,5,12 ,16 95:2,11 96:1,18,2 3,25 98:1,14,1 8 99:4,9,17 ,20 101:1,8 102:1 103:1 104:12,19 108:22 109:3,12, 17 110:8,13, 23 111:5,13 112:10,17 ,20 113:10,22 114:1,8 115:12,16 ,20 117:20 118:14,19 119:5 120:1,21 121:2 122:8,14, 23 123:7,19 124:7 125:5 128:14 130:21 131:4,8,1 1,14,22 132:1,10, 13,17 133:3 damaging	108:2 111:2,4 dash 84:1,3 data 39:10 database 38:24 date 179:20 196:8,10 231:24 232:2 dated 119:2 169:15,16 223:25 dates 161:15 daughter 233:7 234:5 Dave 15:1 41:3 43:2 44:15 114:22 116:1 117:6 127:9 174:16,17 194:22 David 11:15 43:5 106:13,14 day 38:13 47:25 48:2 49:4,25 52:21 54:1 107:14 111:16 132:5 162:1 171:20 188:6,23 222:9	228:23 230:12 238:6 daycare 233:5 daylight's 27:1 days 21:3 23:1 49:6 132:23 133:2 144:15 169:16,23 184:11 223:25 day-to-day 150:7 deadline 20:20 25:19,22, 25 28:6 47:15 48:4 deadlines 49:13 deadline's 25:6 deal 10:15 138:9 218:14,17 ,23 dealing 124:8 199:22 219:25 dealings 213:23 214:1 216:13 dealt 34:22 135:15 debt 243:5 244:1,9,1 1 dec 146:17	December 242:19 decide 16:1 111:6 147:3 183:24 decided 18:5 146:17 deciding 164:10 decision 101:23 134:15 135:24 151:17 164:8 216:22 217:13 225:3 226:4 228:9 243:24 244:1,13 246:10 247:6,10 decisions 148:13 150:20,21 151:10,14 165:6 206:2,8 decreasing 243:5 244:1 deferred 149:3 152:9,16 deferring 247:9 definitely 166:2 delayed 47:22 49:5 delegated	140:8,22 141:4,6,1 3 delegator 140:6 deliver 49:18 delivered 49:1 73:10 delivery 68:20 72:6 Deloitte 152:6 dep 164:23 department 20:2,6,7 145:21,23 146:13 151:2,5 165:1,24 166:7 197:25 217:7 230:14,16 232:23 depended 137:15 depending 16:15 66:5 98:6,24 deputation 165:1,4 218:10 235:21 deputation s 164:22,23 165:25 deputy 134:7 136:24 137:25 140:12
---	---	---	---	---

141:16	11:3	98:2,12	13:15	104:4,11,
142:14,20	14:12	99:12,23	desk 140:7	18 181:24
144:9,17,	20:2,5	100:4,10	detail	develops
24,25	40:12	101:2,9,1	91:16	96:7
145:5	51:18	6,18,22,2	180:7	di 22:3
146:20	106:13	4	detailed	dies 12:8
147:9,12	137:24	102:8,14,	20:9	differ
148:16,21	167:18	20,22	79:23	18:3
162:4	188:22	109:4	deter	difference
166:21	218:6	154:18	203:23	75:19
167:19	239:7	design/bid	determinat	100:21
168:20	describing	7:5	ion	242:4
169:7,17,	50:8	design/	136:10	different
21	71:18	bid/build	243:19	12:23
170:1,12,	89:6	7:1	determine	13:14
19 171:23	161:25	68:10,23	35:14,15	16:20
172:3,16,	168:1	69:10	119:12	19:10
17	descriptio	71:19	122:6	21:19,25
173:5,11,	n 4:2	72:21	137:10	22:14,15,
20	14:20	78:3,17	145:23	16 28:14
174:5,15	design	design/	161:2	31:11
175:24	8:12	build	173:17	41:8 44:6
176:3,8	11:19	7:1,4	determined	51:23
188:24	13:23,24	68:10	121:14	58:22
189:3	14:15	71:6,25	123:12	72:24
190:15,19	15:10,11,	72:2,5,21	246:10	85:12
,23	15	73:10	determines	99:14
191:3,13	16:1,4,6,	77:14	27:1	109:14
193:22	8,9,16,17	78:2,17	200:12	112:3
198:18	,23,24	design/	determinin	113:4,5
199:11,14	17:2,12,1	builder	g 122:6	120:2
200:3,15	3,17,21,2	68:23	develop	122:1
201:3,20	4 18:7,8	69:2	12:2 96:6	123:21
202:7,10,	28:9,11	designed	developed	128:25
12,20	34:18	57:16,20	26:8 44:4	182:11
203:8,15,	41:12	59:12	123:14	differentl
17 224:2	44:15	88:8,23	develop	y 101:4
describe	45:19,25	112:24	135:8	difficult
5:17 6:5	46:15	designs	developing	125:8
30:3	70:20	11:7 16:5	206:3,8	difficulti
65:22	71:20	89:11	developmen	es 132:5
238:2	72:14	desirable	t 11:6	diligence
described	75:23	60:21	95:21	105:8
50:9 51:4	93:19,24	desire	97:3,14	228:15
52:6	94:1,9,11	13:11	100:9	dimensions
115:9	,14,15,17	31:17	103:24	34:20
119:19	,18,19,23	desired		
140:25	95:23			
202:3	96:3,13			
describes	97:16,22			

35:17	200:24	192:12	n 16:14	106:4
diminishin	205:4	203:6	distribute	117:25
g 61:15	247:7	216:20	d 242:22	127:18
dinner	directions	233:24	doctor	134:24
232:12,14	22:23	245:10	128:20	142:9
,15,18,21	44:9	discusses	document	144:13
233:15,20	172:24	74:25	10:19	146:8
,24 234:3	200:4	75:10	19:21	149:6
direct	202:8	104:23	22:18	185:7,12
65:14	203:19	discussing	23:13	198:14,18
105:5	directly	21:16	28:17	214:7,18
166:10	39:25	37:7	40:8	215:5,6,9
171:1,6,2	44:17,22,	132:21	45:11	216:19
4,25	23 98:21	179:2	47:7	237:1,3
172:4	171:25	225:22	51:17	239:6
173:6,8	173:21	discussion	52:19	dollars
192:4	203:9,18	21:4,8,12	67:14,20	17:14
directed	246:8	34:4	79:25	76:23
145:3	directs	72:3,20	93:10	done 5:23
166:7	188:17	74:12	106:8	7:7,13,22
198:12	194:8	104:23	114:10	8:3 11:16
202:4	disagreed	143:2	115:23	16:22
directing	39:17	145:1,4,1	118:1,3	19:14
171:11	disappoint	3,24	134:20	20:16
200:16	ment	152:10	135:1	28:1 29:9
205:9	218:9	153:9	137:20	32:14
direction	226:4	154:9	144:3	36:5 37:8
20:7	disciplina	157:5	151:20	38:19
40:15	ry	162:13,17	155:10	61:5 70:1
41:4,24,2	111:8,9	175:6	159:13	96:22
5 42:5	discuss	178:13	161:24	113:25
43:12,18,	20:21	185:12,19	167:14	119:7
25	29:22	,25	174:9	154:22
44:6,11,1	45:24	193:5,7	188:22	155:3
2,21	138:6	196:23	191:17	170:13
57:18	154:25	204:7	192:3	190:6
58:1	168:25	224:21	199:7	203:17,21
59:21	173:11	discussion	208:1,5	221:11
140:4,6,1	181:23	s 28:3	216:6	228:15
9 158:25	discussed	151:1,5	218:1	247:4
164:4	20:7	156:14,16	223:20	Dr 218:10
170:2	32:24	178:11	231:5	draft
171:15,16	40:16	204:11	234:16	25:12
,18	68:7	205:4	236:3,21	47:25
173:18	121:8	224:23	237:23	48:13
191:25	142:16	disseminat	documentat	52:14,21
194:23	143:19	ed 157:1	ion 72:17	74:4
195:8	180:1	192:20	documents	117:11
198:21,25		distinctio	80:5	199:9
				238:3,7,1

0,18,25	185:18	effectivel	17:6 76:8	169:14,17
239:9	198:17	y 66:2	elevations	175:25
240:15	218:10	82:8	38:25	188:24
drafting	duties	effectiven	else 42:1	204:6,11
38:1	149:10	ess	97:3	217:20,24
drafts	<hr/>	121:10	100:13,21	218:8,18,
116:7	E	efficiency	163:9	21 219:5
230:8	earlier	120:25	171:19	223:24
draftsman	68:9	eight	187:21	224:10,14
37:21	72:20	197:16	194:1	,23,25
drainage	139:15	eighteen	203:17,20	225:18,21
69:23	144:5	35:3	221:24	,24
draw 47:14	169:16,23	95:18	226:8	226:3,7,1
246:15	176:4	either	245:10,22	1 234:23
drawbacks	181:2	33:9	email	238:3
56:6	185:12	49:15	21:1,6	239:3
72:24	190:3	66:9	40:12,14,	emailed
drawing	202:14	68:17	17 41:2	162:4
37:23	early	69:7	42:25	176:8
47:2	11:25	73:18	43:1,3,9	235:7
drawings	133:11	75:17	48:6	emails
38:25	163:19	78:10,13	49:16	47:19
48:21,24	175:23	102:21,22	50:15	153:4,14
dressng	199:9,21	104:1	52:23	154:6
31:24	200:5	129:17	60:16	177:19
32:2	201:5	134:11	106:15	217:5,8
35:1,2	earmarked	158:6	107:14	220:2
37:24	245:21	167:3	108:5	225:25
drive	easier	170:9	111:16,18	234:22
213:5	69:1	185:25	113:21	235:25
driven	economical	187:3,8	114:11,18	238:15
158:5	88:7,11	236:19	,20	EMC 149:12
drop	90:3	246:6	117:24	150:7,12,
171:18	Ed 43:22	elected	118:21	13,20
due 44:15	149:7	173:17	132:6	151:5
105:8	167:19	election	137:25	167:20
182:1	239:9	182:23	138:10,14	202:11
228:15	Eddie	electrical	141:17	emission
Dumfries	25:17	94:3 96:3	142:20	119:16
5:22 7:16	29:3,4	element	143:9,24	employed
during	51:21	105:16	144:9,17,	139:1
32:22	Edwards	121:8	25 145:6	employee
56:8	218:8	elemental	147:9,17	37:15
102:10	Edwin 2:11	38:22	148:4,7,1	employment
162:3	effective	40:2	7,22	138:3
	66:10	elements	152:14,16	142:5,12
	121:17		161:25	144:10
			167:19,21	empower
			168:2,10,	
			20	

172:23	engaging	75:2	d 151:23	107:3,8
encapsulat	154:17	enumerable	estimate	108:11,16
ed 65:13	163:4	125:13	36:4	,25 113:4
enclose	enger	127:23	39:24	117:16
20:11	206:25	envelope	69:6 70:8	121:10
193:20	engineered	26:16,23	71:10	estimation
enclosing	39:19	27:10	77:22,25	26:13
194:23	91:7	50:24	78:13	60:1
enclosure	180:13	80:23	79:22,23	estimator
39:14,16,	engineerin	118:8	80:13,15,	36:7
21 54:8	g 101:18	environmen	20	et 88:15
56:22	102:3	tal	83:11,15	89:7
64:11	engineers	212:13	84:2,6,8,	100:10
76:7	26:20	envisioned	12,14,18,	ethical
81:8,9	enhance	89:4	20	110:3
105:3	28:22	envisionin	86:6,13	evaluation
enclosures	enhanced	g 86:21	90:10,17	139:16
39:15	163:23	Envision-	91:6,9	evening
endpoint	enhancemen	Tatham	92:4,17	126:11
15:23	ts 243:4	11:14	93:8,18,2	191:24
ener	244:17	13:20	1	192:1
206:25	ensure	43:2	95:10,14,	192:1
energy	135:17,20	106:14	19,21	234:1
26:6,7,11	140:20	equivalenc	97:12	event
,13	164:3	y 81:3	99:12	138:13
27:11,18,	165:12	equivalent	100:22	207:2
25 28:5	237:13	30:9	101:12	232:13
48:15	ensuring	63:18,22	102:25	events
49:9	162:16	80:22	121:21	25:1
51:1,4	enter	85:5	122:5	97:21
62:17	14:13	Eric 2:18	123:2,3,5	231:22
118:22,24	enthusiasm	error	estimated	eventually
119:15,16	169:6	89:14,18,	15:14	199:10
120:5,11,	entire	19 114:7	76:18	everybody
15,25	50:12	errors	estimates	17:13
206:25	61:23	115:1,14	20:9,17	97:3
eng 88:20	84:21	116:5	33:7	everyone
engage	86:13	es 36:7	35:20,23	153:15,21
161:1,22	entirely	especially	36:1 39:5	230:24
204:7	30:20	130:3	68:11,16	232:25
engaged	entitled	218:15	73:16	everything
166:2,4	128:16	essentiall	77:1,12	18:12
engagement	entity	y 11:16	78:24,25	31:8,17
162:22	180:22	13:9	79:5	43:6
163:8,13,	entrance	establishe	83:14	72:17
14			86:5	76:9
			90:13	100:13
			92:1	
			105:17	
			106:3	

117:19	126:8	4:2	experience	extensive
124:9	examined	Exhibits	d 34:25	126:2
140:20	24:16	3:3 4:1	190:25	exterior
233:16	examining	exist	expert	8:10
everywhere	30:17	135:2	56:15	60:12
235:25	example	existing	125:13,15	84:7,11,2
evidence	16:24	21:22	126:24	0 85:7
8:25 15:3	137:2	exits	127:22	90:15,17
79:4	173:24	35:13	128:9,10,	extra 62:5
83:12	174:7	expansion	15,19,20	88:25
124:23	204:5	17:5	244:12	extremely
125:5,9,1	224:7	expect	expertise	25:24
0,12,16,1	examples	18:17,21	241:10	42:20
8,24	128:3	85:19	expert's	43:5
126:1,8,2	181:1	90:23	127:25	extrusion
1,24	excellent	100:20	explain	64:9
127:7,9,1	117:6	175:4	38:18	extrusions
2,17,20	excerpt	198:2	63:25	53:5,10
128:10	20:14	expectatio	explained	
129:10	excerpted	n 157:23	21:2	<hr/> F <hr/>
130:8	115:5	175:17	110:18	fabric
131:21	excerpts	expected	136:15	10:12
132:22	115:24	47:21	146:6,11	20:12
149:7	excessive	63:23	228:13	30:6 33:7
159:21	85:22	102:23	explaining	34:2
171:22	exchange	221:2,11	117:7	39:5,8,24
183:11	45:18	expenditur	explanatio	52:6,10,1
190:22	exchanged	e 190:13	n 134:17	5 53:1
194:21	47:13	expenditur	explode	54:11,12,
198:5,14	excuse	es 190:4	138:9	20 55:19
200:1	179:17	expensive	exploratio	56:3,10
202:2	execution	224:8	n 36:23	59:19
226:14	14:19	244:20	explore	68:6
exact 9:17	executive	experience	23:22	78:14
108:23	119:9	5:13 7:10	express	81:20,23,
exactly	149:8,16,	16:20	124:23	25 93:5,6
123:25	21,25	30:22	expressed	117:11
202:3	150:25	32:18	126:12	121:1
231:24	exercise	36:12	127:11	123:18
examinatio	50:12	71:18,22	138:8	188:20
n 126:15	51:8	72:12	196:13,17	193:21
188:5	157:19	123:3	205:19	194:1,19,
Examinatio	exercised	127:23	218:9	23
n-in-	105:8	134:3	226:4	195:8,16
Chief	Exhibit	174:4	extended	196:3
3:6,9 5:8		230:19	197:11	fabricated
133:23				114:24
examine				115:10

116:3,20	185:13	237:16	19:1,16	98:12,19,
fabric-	195:13,18	fallen	22:11	22 100:10
type	206:8	34:5	23:23	101:9,17,
55:10	facility's	false	24:15	18,24
facilitate	206:2	15:19	25:8	102:3,15
104:4	fact 102:3	familiar	30:23	feet 53:6
facilitate	128:10	134:19	32:9	84:22,23
s 66:4	141:13	179:13	34:15	85:3,4
facilities	170:1	180:18	36:15	87:9,20
9:12	179:2	194:4	44:3	92:7
13:12	202:13	211:20	157:24	felt 80:24
15:2	208:2	212:8,10	feature	139:5,10,
105:5	233:17	family	89:11	18 154:7
119:8,23	245:11	128:20	February	155:5
123:15	factor	fan 241:8	208:4	158:8,12
153:2	120:14	fashion	242:25	162:13
155:1	factors	139:11	245:5	191:4
157:16	27:8	fashions	federal	195:12
160:2,23	38:18	19:10	7:19	229:8
161:6	51:3,6	fast 37:21	Federation	240:8
163:15,23	failed	140:15	166:22	field
164:8	64:6	faster	fee 94:2	112:21
180:9,13	failing	57:1	96:13,16	fifteen
189:15	64:5	73:10	97:18,22,	48:20
192:12	fair 13:16	favour	23 98:2	fifty-
202:5	27:9	34:6	feedback	seven
205:22	30:19	243:12	48:5	95:17
223:14,16	77:15	favoured	140:9	file 208:1
225:3,23	81:19	31:12	155:20	filed
233:23	82:19	FCM 168:5	242:20	219:7
243:9	96:13	193:23	243:23	filled
244:19	110:10	fear	feel	164:25
245:1,12,	122:3,9,1	202:14,18	105:10	final 12:7
18,23	3 154:15	feasabilit	197:17	33:7 48:1
246:8	189:18	y 107:8	229:9	57:11
facility	195:25	108:16,25	feeling	117:13,15
11:2	196:1	113:3	44:2	151:24
13:10	226:16	159:3	175:10	230:7,9
15:13	244:24	feasibilit	feels	241:17
18:19	fairly	y 5:23	138:8	finalized
19:14	36:6,9	11:6,19,2	fees 15:15	74:5
25:1	51:3,6	3,24	93:18	finally
26:15	fairness	14:14	94:9,11,1	123:9
29:10,16	109:7	15:22	5,17	finance
152:1	124:8	16:15	95:9,23	170:19,20
153:6	126:5	faith	96:3,9	financial
159:23			97:16	
161:21				
177:18				

244:12	108:15,25	234:23	focussed	145:12,13
financing	112:4,12	245:7	217:4	,15,19
96:11	114:5	fit 11:20	FOI 208:1	149:16
98:20	115:19	five	follow-up	151:2
fine	154:18	184:11	135:21	154:8
101:10,11	199:1	flat 62:1	foot	157:1,6,10
102:4	firms	flattened	92:9,11	158:10,12
132:2,14	109:4	62:2	force	,25
133:3	firm's	Fleet 15:2	155:4	162:6,9
fingertips	5:18 8:7	floor	169:3	165:2,17,
244:5	108:2	46:22	189:17	25 173:25
finish	111:2,4,2	47:2	192:20	196:25
119:21	1	firms/	forgot	197:2
188:4	engineeri	83:5,7,10	30:19	198:4
finished	ng 109:4	,13,16	form 22:24	202:19
5:20	first 8:19	84:6,14	39:13	239:16
14:25	14:23	85:4,9,14	134:16	247:7
49:3	29:6	,20,23	164:25	forwarded
finishing	33:23	86:7,15,1	165:5	43:3
7:14	50:7,8	7,19	230:7,10	111:16,18
184:3	62:17	87:6,21	formally	114:11
188:4	74:24	88:21	150:2	115:5
fire 56:8	84:5,13,1	89:22	format	147:17
153:8	7 90:20	90:11,24	47:25	148:16
172:21	93:16	91:5,6	158:18	forwards
firm 6:5	94:8	92:7	formed	49:16
7:13,22	97:15	95:20	190:9	Foundation
8:2 9:13	105:15	97:13	forming	45:11
10:3,25	108:5,20	100:8	65:25	134:23
11:5	114:18	122:15	forms	137:20
13:19	115:7	flooring	105:9,22	144:3
14:6	117:10	31:24	formulas	151:20
22:24	127:13	32:2	26:20	155:10
23:18	128:22	38:23	forte	159:13
26:1 29:9	135:11	floors	239:23,24	161:24
32:17	139:15	88:25	forth	167:14
34:22	140:2	flush	28:10	174:9
37:11,15	143:14	45:25	80:5	185:7
42:5	160:20	76:10	forward	188:22
45:10,22	161:9	flying	23:23	191:17
46:20,23	166:13,20	153:4	28:23	199:7
47:14	170:2,17	235:25	43:1	214:6
51:19,24	172:19	focus	139:17	218:1
52:13,22	203:16	41:12	140:21	223:20
53:16	206:23	45:21	141:8	231:5
57:19	207:6	130:2		234:16
60:19	214:3	217:7		236:3
107:7	227:12			237:23
				foundation

s 34:7	221:19,22	full 15:25	<hr/> G <hr/>	generic
56:9	222:5,8,1	72:16	gain 27:2	41:14
founded	1,16,22,2	123:8	50:24	gentleman
150:13	5 223:5	159:20	gained	38:10
fourth	229:18,21	178:2	105:12	115:6
76:17	,25	fully	game 89:5	130:9
frame 81:9	230:6,18	117:7	Gardhouse	180:4
119:20	231:1	fulsome	148:9	gentleman'
152:18	234:9	128:6	149:2	s 128:5
196:14	241:19,23	function	gaskets	gentlemen
197:7,9,1	242:2,7	12:19	64:25	176:13
1	247:15	119:14,25	gather	183:23
Frank 1:7	Frederick	197:23	129:17	George 2:9
42:18	2:11	200:7,10,	232:25	129:2
59:9,15,1	124:20	13,20,22	gathering	geotechnic
8,24 60:4	127:6	206:20,21	105:17	al 96:10
61:20	free	functional	121:9	98:21
62:3	132:16	12:23	167:3	gets 22:25
66:16,19	182:10	functional	170:8,9	26:19
67:4	Freedom	ity 240:5	198:15	72:17
69:16	219:6	functions	gears	getting
70:2,6,13	Friday	12:3,4,6,	206:22	48:13
,16,21	116:14	10,13,16,	general	62:5
71:3,9	227:18	20,23	31:7	112:5,8
80:3	Friends	funding	61:21,22	155:20
81:13	116:16	159:19	176:19	241:8
82:15,20	Friend's	160:19	177:5,8	given
86:24	129:8	funds	181:12,13	11:18
89:13,24	front	160:24	183:6	13:4,8
92:15	28:17	161:10,16	generally	14:10
96:14,21,	84:8	,19	32:19	16:12
24	93:10	162:21	36:2	20:18
124:12,18	118:7	242:16,21	37:18	25:6
127:1	frustrated	243:3,8,1	153:23	30:16
128:8	139:8	7 244:25	173:5	32:4,8
129:4,12,	frustratio	245:7	201:10	34:17,20
16,21,25	n	246:2,14,	202:3	35:19
130:11,16	138:17,24	18	205:19	36:12
,20	140:22,25	fuse 25:24	217:16	38:25
131:1,6,9	frustratio	future	223:16	41:24
,12,16,19	ns 138:19	29:24	230:9	42:5,7
,23	140:1	30:2	generated	43:12
132:3,11,	fuel	156:17	192:7,9	44:3,6,10
15,19	244:19	157:8,15	generates	45:22
133:4,12	fulfill	160:2,10,	27:6	46:1
179:4	139:5	11 183:1		47:15
187:10,14		185:21		59:20
188:1,7				102:24
201:11,16				

121:25	google	13,20,21	211:2	204:15,17
122:11	211:20	215:5,8,1	219:24	happened
125:23	gotten	2,24	239:23	83:22
126:6	175:25	216:5,10,	243:21	166:9
130:2	gove	14	guessing	167:6
132:22,24	123:21	220:5,6	177:19	176:11
133:10	government	223:11	guests	181:5
140:6,19	6:3	greet	176:13	185:25
164:16	7:17,19	175:11,18	guidance	happens
171:16	18:5,9	,21	37:25	67:1
182:9	19:7	177:23	Guideline	happy
192:1	123:22	183:16	135:6	23:11
194:24	139:1	184:8	Guidelines	30:13
195:3	grain	Gregersen	134:21	52:4
200:23	182:12	6:7,10	gypsum	118:11
218:11	grammarica	18:25	119:21	187:24
240:23	l 241:7	21:4	<hr/>	harbour
245:11	grammatica	23:10	H	243:5
gives 55:6	l 241:7	37:9	<hr/>	244:14,16
giving	grandchild	40:12,14	Habitat	,18
171:14	ren	47:19	182:4	haven't
202:7	163:25	48:21	half 85:24	34:17
glanced	grant 97:1	49:2,12,1	178:6	54:24
136:20	greater	6	halfway	130:6
glazing	62:23	Gregersen'	84:10	having
17:8	71:7	s 41:2	hall 1:17	19:9 21:7
26:16	72:15	42:25	118:8	28:5 37:1
gleaned	green	grocery	149:18	50:3,16
54:3	58:1,3,9,	166:4	235:3	52:6 54:7
Glulam	16 80:14	group	hand 43:7	72:2,10
33:14	81:20	38:18	handed	76:9
34:5	82:16,21,	150:21,25	17:18	96:15
goal 13:9	22 97:13	151:12,18	79:22	107:23
119:11	206:24	growth	167:1	110:17
gold 8:16	207:1,4,7	178:16	hands	136:19
golf	,10,11,14	guess	129:19	139:20
209:23	,21	18:15	184:8	142:13
210:2,3,6	208:6,13,	61:8	handy	154:3,22
,11,14,25	15,23,25	100:12	126:21	155:4
212:20	209:11,12	135:10	hang	163:8
213:3	,24,25	153:12	103:16	166:8
222:8,12	210:11,21	162:23	happen	171:11
231:25	211:16,23	177:18	31:4	172:24
gone	212:3,24	180:9	150:4	191:4
240:14	213:12,15	184:4,21	156:23	197:1
goods	,23	190:18	189:5	204:11
181:15	214:4,10,	206:17		220:2
		208:18		228:18
				229:2

233:5	202:25	Here's	Honda	1,16,22,2
235:16	heat	41:1	31:12	5 223:5
head	27:2,6	he's	honest	229:18,21
20:2,6	50:24	38:13,14,	30:19	,25
197:25	51:1	15 55:7	54:18	230:6,18
headed	61:25	83:18	Honour	231:1
40:11	65:15	84:11,15	67:2	234:9
194:22	66:4,9	86:5 95:4	124:21	241:19,23
heading	heating	106:21	125:3,11	242:2,7
57:13	66:11	115:5,9	126:13	247:15
60:11	heavier	128:15	187:23	hope
62:11,12	34:8	138:6,9	HONOURABLE	192:18
83:23	heavily	238:8	42:18	237:15
84:10	5:25	high 62:25	59:9,15,1	hopefully
94:8	he'd 139:8	63:5 92:3	8,24 60:4	59:3
104:22	height	96:4	61:20	hoping
105:16	84:22	higher	62:3	154:2
118:25	87:25	70:17	66:16,19	188:3
121:10	88:4	94:20	67:4	hotels 6:2
heads 20:7	held 1:16	96:1	69:16	Houghton
151:2,5	31:8	high-level	70:2,6,13	2:11
232:23	152:22	30:4	,16,21	43:22
health	196:21	highlighte	71:3,9	44:22,24
204:25	242:19	d 90:15	80:3	45:4
hear	help 15:20	hindsight	81:13	111:16
155:6,7	16:19	201:7,12,	82:15,20	114:12,19
218:15	19:3	17	86:24	115:4,24
heard	31:18	hire	89:13,24	116:11
126:1	65:9	145:24	92:15	127:19
140:9	68:15	hired	96:14,21,	129:17,19
149:6	72:8 76:4	16:25	24	144:13,16
159:21	83:21	56:15	124:12,18	149:7,13
160:17	85:15	109:4	127:1	151:13
166:13,20	86:10	hiring	128:8	152:14
171:25	109:14	145:24	129:4,12,	155:16
174:18	114:25	history	16,21,25	167:20
175:20	116:4	64:4	130:11,16	169:18,19
179:11,12	119:24	hit 84:25	,20	,22 170:2
196:12	122:12	HMP 118:8	131:1,6,9	174:16
198:14	130:2	hockey	,12,16,19	175:2,6
217:21	239:4	50:25	,23	177:20
218:13	helped	84:24	132:3,11,	198:7,19
226:14	120:8	helpful	15,19	199:9
240:21	242:14	210:14	133:4,12	201:3
hearing	helps 16:6	212:18	179:4	205:19,24
126:3		hole	187:10,14	,25
153:13		210:14	188:1,7	208:3,10,
196:20		212:18	201:11,16	22
			221:19,22	209:14,17
			222:5,8,1	

213:13,19	Hurontario	62:18,22	143:19	109:6
214:18,24	1:19	160:19	146:21	110:8,9
215:8,18	hypothetic	identifies	158:13	impatient
216:2	al 85:17	56:6 75:1	161:14	50:12
224:1,13	230:20	I'll 5:12	163:20	imply 33:2
226:23	<hr/>	35:20	166:4	important
227:5,9	I	48:18	168:22	240:8
232:18	<hr/>	58:15	172:12	impossible
234:24	Ian 218:8	124:21	173:24	26:7
235:2	ice 24:5	128:21	177:4,19	impression
238:4	25:1	132:4,12	178:4	21:21
239:9	26:15	140:16	179:10	190:23
Houghton's	30:5,7,10	143:17	180:17,25	improvement
113:21	35:2,5,6	147:11	187:14,23	74:17
118:21	50:25	184:21	,24 188:3	improvements
174:25	51:2	188:5	191:9	29:23
hour	87:22	208:3	192:14,18	104:5
178:3,4,6	88:5	I'm 9:16	195:22	inaccurate
hours	105:4	10:18,24	197:23	91:20
171:19	120:12	13:25	201:11,19	inappropriate
192:17	177:7	18:16	203:3	202:12
house	178:12,18	19:20	211:2,3,5	205:9
33:24	I'd 54:13	20:3,4	212:5	inauguration
huge 240:6	61:11	22:25	213:1	227:3
Hull 148:6	67:14	23:11,12,	215:10	Inc 8:24
149:2	92:6	14 29:5	219:23	118:24
172:15	106:6	30:13	222:18	in-camera
232:10	111:8	36:9	225:10	142:2
233:2	175:19	39:11	226:17	inches
Hull's	176:19	40:17	228:1	35:4
233:13	177:22	45:6,8	231:24,25	include
Humanity	191:10	46:5	242:13	12:5 30:6
182:5	224:21	48:16	246:20	58:7
Hume 243:4	226:1	52:4	247:11	83:10
244:21	232:24	54:17,24	imagine	included
245:1,8	idea 22:8	57:4 61:8	86:16	9:14 17:9
hundred	66:3	65:21	imagined	32:9,19
39:11	125:25	67:2 71:3	33:24	45:20
58:22	153:2,19	77:7 80:9	imagining	58:9
76:22	154:11	86:14,17	86:17,20	79:24
84:22	155:12,14	94:6,17	87:1	94:11
85:3,4	,24 171:4	96:14	immediate	95:16
Huntington	190:20	101:10	48:5	100:6
118:9	ideas	103:10,21	impact	
Huron	153:16,22	115:20	26:1,3	
181:22	154:4	123:25	impair	
	156:20,21	129:7	42:11	
	158:17,19	130:21	impartial	
	identified	131:1,2,4		
		,5 133:10		

101:19	208:13,14	27:19	163:2	106:5
102:4	209:10	30:4	166:1	125:1,20
105:17	indicates	32:4,8	Inger	126:6,14
121:9	199:8	34:13,18	39:23	128:1
142:20	235:6	35:19	Ingersoll	137:17
143:14,23	indication	36:6,13	38:10,11	206:23
186:14	146:22	37:3 41:6	39:23	209:10
includes	183:18,20	45:9,16,1	49:19	226:14
12:3	,22 185:8	9	55:5	240:21
96:9,10,1	186:13	46:13,20,	100:5,15,	inside
1 97:12	225:18	24 47:21	17,19	27:6 53:8
including	indicative	48:1,10	Ingersoll'	65:2
20:9	16:5	49:1	s 48:14	66:1,4,5
51:19	17:1,17	50:4,17,1	inherent	install
58:2	71:20,24	9 51:25	52:6 63:3	56:5
101:24	individual	52:13	initial	installati
127:24	135:9	53:17,21	20:17	on 107:12
143:9	154:7	54:3 55:7	21:7	108:19
182:8	171:5	62:14	29:23	109:2,16
218:12	197:25	79:6	103:25	110:11
incorporat	205:5,16	84:1,3	117:11	instance
e 117:16	individual	90:12	151:9	12:12
239:14	ly 150:22	97:19	initiated	28:12
incorporat	151:12	116:15,17	102:9	151:11
ed 54:2	171:11,17	117:17,18	174:23	170:2,17
incorrect	211:5	118:16	175:3	173:4
189:9	individual	119:3,24	initiative	182:22
increase	s 116:13	120:17,23	s	225:21
72:1	226:20	121:25	58:1,3,7,	instances
increased	individual	122:11	9,17,18	181:7
71:22	's 33:12	154:5	97:13	instant
incur 69:6	industry	157:1	100:8	166:13
86:15	17:1	163:14,17	input	instead
incurred	inevitable	165:6,17	141:20,25	85:23
69:20	128:16	166:8	146:25	instructed
74:17	influence	169:8	149:21,24	42:2
independen	183:13	182:2	162:14,20	198:19
t 38:12	influenced	183:9	164:13	instructio
indicate	133:1	198:15	170:22	n 41:15
206:1	informal	208:12	241:9	42:11,19
indicated	157:4	215:2,14	inquiries	instructio
180:12	179:16,17	219:1,6	218:21	ns 40:6
190:22	184:3	225:2	Inquiry	insulated
203:7	informatio	240:9	1:3 2:3,4	10:12
205:23	n 22:23	244:13,22	8:25 15:4	36:24,25
207:6	26:10	245:15	45:16	52:15,25
		246:5,9	79:4	54:12
		informed		
		43:11		
		153:19		
		162:11		

60:18	107:24	176:13	218:22	24 160:7
62:24	109:18,23	introducto	220:5,6	190:5
75:4,21	,24	ry	237:20	193:5
76:20	110:17,20	177:17,21	involvement	243:20
79:17	113:15	178:16	t 8:7	iterative
85:12	148:20	181:20	37:14,15	28:9
104:2	169:6	182:1,20	38:4	I've 7:3
116:20	171:8	investigat	182:21	55:9,18
123:18	240:6	e 41:18	208:22	73:16
insulating	244:7	196:14	223:11	107:16
52:10	interested	229:14	isn't	121:5
insulation	10:17	investigat	65:19	134:22
17:8	180:12	ed 74:15	68:7	163:17
26:17	181:17	75:1	128:9	182:4
27:3 52:9	182:11	investigat	143:18	203:2
53:8	220:17	ion 9:2	204:9	206:16
54:7,21,2	interests	investigat	issue	241:22
5	109:5,11	ive	64:8,13	
60:10,13,	110:7,12	121:13	145:19	<hr/> J <hr/>
15,17,21,	interim	invitation	223:17	job 139:6
23	24:2	175:11,22	issued	183:19
61:4,13	interior	232:22	49:4	jobs 150:8
62:19	8:11	233:20	163:1	jog 115:17
63:8,12,1	119:21	invite	issues	John 2:4
9,22	intermedia	234:3	107:17	3:9
64:16,21,	te 88:10	invited	125:13	133:9,18,
23	internal	234:7	218:12	23,24
65:19,24,	47:24	242:20	224:4	134:2,6,1
25	245:20	involve	item 60:13	4,19
66:1,24	246:2	6:25	84:14	135:1,4,1
67:1 86:3	internally	45:10	91:4,5	3,19,23
117:21	245:22	involved	94:9	136:8,15,
119:20	246:7	7:23 8:2	151:1	22
120:9	Internet	59:13	171:2	137:4,8,1
integral	211:12	109:10	itemized	3,16,24
64:10	212:16	143:21	81:10	138:12,18
intend	intervene	154:10,16	items	139:3,12,
128:25	205:10	164:2	51:10	22
intention	interview	178:11	59:3	140:11,24
64:3	189:25	207:10,14	83:25	141:5,15,
interactin	interviews	,21	86:2	21,24
g 15:5	12:1	208:13,15	102:17,20	142:3,8,1
interactio	introducti	209:11	,22	9,23
ns 10:4	on 23:11	211:24	,22	143:3,7,1
45:9	57:13	214:13,15	139:10	3,22
113:24	59:11	,20,22	148:9	144:1,12
interest		216:3,4	153:7	145:18,22
16:2			157:6,10	146:3,10,
			158:6,23,	14

147:2,8,1 6,23 148:3,25 149:5,20, 23 150:3,6,1 2,19 151:4,9,1 9 152:25 153:20 154:2,13 155:9,13, 19,25 157:9,14, 18,22 158:15 159:2,8,1 2,17 160:14,18 161:4,8,2 3 162:24 163:7,12 164:6,15 165:3,15 166:6,12, 24 167:5,13, 18 168:8,16, 19,24 169:9,14, 25 170:11,16 ,23 171:9,22 172:22 173:2,10, 14,19 174:3,8,1 3,22 175:1,5,1 2,16,22 176:6,10, 16,21 177:2,9,1 4,24 178:5,9,1 9,22 179:7,8,2 1 180:10,21	181:6,10, 13 183:10,25 184:10,18 ,22 185:2,10, 24 186:4,7,1 0,17,23 187:5,19, 20,23 188:3,13, 14 189:13,18 190:9,14, 21 191:6,13, 16,21 192:11,23 193:1,9,1 8 194:6,14, 17,21 195:6,15, 21 196:2,7,1 2,19 197:4,10, 19,24 198:5,11, 24 199:6,20, 25 200:9,14, 21,25 201:9,23, 24 202:24 203:6,14, 22 204:13,18 205:6,17 206:5,10, 14,22 207:20,23 208:9,21 209:1,5,9 ,19 210:1,5,1 0,19,23 211:7,10, 15,22	212:2,9,1 5,20 213:11,18 ,22,25 214:3,8,1 4,17,24 215:7,13, 17,20,25 216:9,12, 15,18 217:9,15, 25 218:5,20 219:3,18 220:4,19 221:1,10 223:8,9,1 9,24 224:12,22 225:1,9,1 4,20 226:2,6,1 0,13,22 227:4,12, 17,23 228:7,17, 24 229:4,12 231:3,4,9 ,21 232:3,7,1 2,16,20 233:19,22 234:2,8,1 4,15,20 235:15 236:2,11, 16,20,25 237:8,12, 18,22 238:1,16, 24 239:5,19 240:11 241:15,21 ,25 242:5,10, 11 243:15,22 244:24 245:4,16,	24 246:11 247:3,8,1 3 joining 134:2 joists 88:7 joke 19:4 journalism 240:24 Judging 86:25 judgment 33:12 JUDICIAL 1:3 Jul 169:3 186:7 July 20:5,25 22:6 23:1 40:10,11 174:14 175:23 184:11 185:4 186:4,6,8 ,10,11,12 ,25 188:15 189:25 193:2,6,8 ,10,14,16 ,24 194:1 198:11 201:25 207:15 223:12 243:7 jump 22:17 junction 179:19 June 152:22 156:3 165:9,10	168:15 169:3,4,1 5 175:24 176:8,24 192:9,10, 13 193:3,4,1 3,15 194:14 243:7 245:6 Justice 1:7 justificat ion 106:23 <hr/> K <hr/> Karen 238:3 239:8 Kate 2:3 3:6 5:3,8,9,1 2,17 6:4,9,12, 15,23 7:6,9,21 8:1,6,13, 19,23 9:10,23 10:2,10,1 8,24 11:22 12:9,14,2 2 13:2,13,1 8,25 14:5 15:1,8,20 16:7,12,1 9 17:15,20, 23 18:1,14,2 1 19:3,12,2 0 20:1 21:11,15, 24 22:5,17,2
--	--	--	---	---

2 23:8	68:3,15	114:2,9	lacking	launch
24:13,23	69:4,14	115:13,17	158:9	207:2
25:4,21,2	71:16,17	,22	240:4	laundry
5	72:8,19	117:23	laid 192:3	244:19
26:3,9,22	73:2,6,11	118:15,20	landscape	layperson
27:9,16,2	,15,21	119:6	13:24	33:22
3 28:4,16	74:3,7,11	120:16,22	94:3	Leaf
29:13,18,	,24 75:9	121:3	landscapin	206:24
21 30:22	76:4,16	122:10,21	g 104:6	207:1,8,1
31:3,16	77:9,18,2	123:1,9	Lane 118:9	1,14,21
32:3,16,2	1,24	124:5,10	large 5:20	208:6,13,
1 33:6,22	78:5,9,12	131:18	190:5	15,23,25
34:12	,16,20	Keith	244:7,19	209:11,24
35:18	79:3,14	148:6	larger	,25
36:10	80:8,9	Kevin	38:3	210:21
37:7,17	81:18,19,	152:14	largest	211:16,23
38:9,17	25	key 240:2	120:11	212:3,25
39:4,22	82:4,14	kids 84:24	last 24:4	213:12,15
40:4,22	83:3,4	Kim 137:18	25:7	,23
41:1,11,2	85:7,15	138:6	28:18	214:4,10,
0	86:1,10,1	kinds	29:4	13,20,21
42:4,9,22	6	34:11	43:14	215:5,8,1
,23 43:9	87:4,5,24	knew	48:24	2,24
44:8,19	88:12,18	105:21,25	57:13	216:5,10,
45:2,8,15	89:2,12	107:20	93:11	14
46:5,12,2	90:8,9	113:8	95:3	220:5,6
3	91:1,13,1	135:2	103:21	223:11
47:3,6,12	7,22	205:16	241:20,21	Leaf's
48:9,16	92:10,23,	207:14	243:1	207:5
49:10,21	24 93:2	knowledge	lasted	209:12
50:14	94:4,7,13	95:9	177:25	210:11
51:5,9,13	,24	104:8	late 152:2	leaning
,16	95:7,13	117:4,15	later	189:19,20
52:3,12,1	97:5,6	128:18	25:13	learn
8	98:10,16	237:19	35:21	166:25
53:20,25	99:1,6,11	247:8	48:20	214:4
54:10,15,	,19,25	known	52:9	227:13
19	101:14	197:5	77:25	learned
55:2,16	102:12	201:2,13,	126:11	193:24
56:1,17	103:6,10,	21	127:19	206:24
57:4,10,2	15,20	<hr/>	179:20	207:21
4 58:8,15	104:14,21	L	196:25	209:11
59:2,7	106:12	lack 44:21	215:22	223:10
60:6,7	108:24	138:7,24	238:6	learning
61:3,19	109:8,13	139:3	latest	183:20
62:8,9	110:2,9,1	lacked	240:15	220:17
63:15	4,24	139:23	learns	
65:4,8,21	111:10,14			
66:7	112:11,19			
67:2,11,1	113:1,16,			
2,19,24	20,23			

245:5	legal 96:9	light	30:2	200:3,15
Leaside	98:19	125:19	36:8,11	201:3
5:22 7:16	length	126:12	42:10	202:7,10
81:23	178:4	lighting	62:11	203:8,15,
least	lengthy	27:6	66:25	18
39:19	178:2,8	likely	72:18	224:2,13
47:25	192:15	73:9	74:19	Lloyd's
87:12	Leonard	85:13	79:19	138:19
103:5	225:11,15	110:11	115:3	141:9
125:7,16	,17	168:17	122:24	145:6
126:9	228:12,19	235:13	184:5	169:17
140:12	,25	limit 28:6	Littlehey	202:12
141:7	236:5,14	limited	118:9	load
163:14	243:19	28:15	Lloyd 8:23	35:14,16
178:25	244:3	38:5	137:25	lobby
182:6	less 17:4	line 86:2	138:13	31:23
189:20	56:4,9	91:4	139:5	75:2
198:18	73:9	99:23	140:12	87:12,14
202:6	95:15	102:17	141:16	88:15
208:19	103:2	106:15	142:14,20	89:7
209:23	176:3	152:15	143:4,8,2	local
246:5	178:3	207:13	2	11:14
leave 9:6	let's	lines 20:9	144:9,17,	location
129:19	111:5	180:15	24	22:1,14,1
158:24	155:6,7	237:5	147:9,12,	6 23:25
159:11	188:6	list 3:3	25	locations
165:23	letter	4:1 40:16	148:16,21	21:19,25
leaving	210:16	57:25	152:14	184:6
100:13	211:4	58:25	162:5	long 37:14
213:7	level 18:9	156:8	167:19	64:14
led 14:7	61:4 92:3	157:12,13	168:2,20,	88:9
25:2	120:6	,14	24 169:21	177:25
152:9	154:9	158:5,6	170:1,12	longer
210:11	levels	192:1,7	171:23	188:2
211:17	57:17,20	193:5	172:4	Longo
Lee 37:14	123:21	listed	173:6,11,	236:19
LEED	Lewin	46:15	20	237:4
8:14,15,2	218:10	51:10	174:5,15,	long-span
0 9:1	liaising	80:15	17,19	33:14
57:16,20	38:7	232:6,10	175:24	34:6
58:11,19,	library	listen	176:8	89:21
21,23	8:3,11,15	174:5	178:9,23	lot
59:21	lieu	literature	179:5,9,2	5:20,23
75:10,13,	55:11,20	166:23,25	1 180:11	7:13
22 76:8	life 56:6	little	188:24	22:12
80:21	224:3	21:13	189:3	32:14
81:1,3		28:13	190:15	36:5
LEEDs 82:5			191:14	
			193:23	
			199:12,14	

56:22	e 56:7	market	231:1	138:12,18
69:24	Mamma	152:6	234:9	139:3,12,
96:18	231:15,22	marketing	241:19,23	22
99:17	232:4	207:6	242:2,7	140:11,24
128:15	man 234:25	marks	247:15	141:5,15,
153:8,9,1	manage	147:18	Marron 2:9	21,24
0 157:5	149:16	Marrocco	128:22	142:3,8,1
188:6	managed	1:7 42:18	129:2	9,23
190:23	8:12	59:9,15,1	Marta	143:3,7,1
220:2	management	8,24 60:4	20:15	3,22
224:17	69:24	61:20	38:7	144:1,12
241:5	149:8,16,	62:3	44:16	145:18,22
lots 54:7	21,25	66:16,19	49:22	146:3,10,
61:12	150:25	67:4	58:6	14
85:12	Manager	69:16	107:14	147:2,8,1
lounge	15:2	70:2,6,13	152:15	6,23
83:10	mandate	,16,21	198:6	148:3,25
88:13	14:9,10	71:3,9	238:4	149:5,20,
89:5	25:19	80:3	239:9	23
91:25	manner	81:13	Marta's	150:3,6,1
low 76:10	205:9	82:15,20	43:13	2,19
98:8	manners	86:24	Mascarin	151:4,9,1
lumenation	202:8	89:13,24	236:16,19	9 152:25
26:25	manufactur	92:15	Masonry	153:20
lumens	er 53:14	96:14,21,	84:10	154:2,13
27:7	107:11	24	MasterCard	155:9,13,
lunch	108:18	124:12,18	224:3	19,25
133:13	109:1,15	127:1	material	157:9,14,
lunchbreak	110:10	128:8	229:22	18,22
133:11	112:22	129:4,12,	237:2	158:15
<hr/>	manufactur	16,21,25	materials	159:2,8,1
M	ers 37:1	130:11,16	17:9,11	2,17
MacDonald	39:19	,20	240:23	160:14,18
182:18	105:19	131:1,6,9	mathematic	161:4,8,2
machine	map 122:18	,12,16,19	al 80:10	3 162:24
35:6	March	,23	Mather 2:4	163:7,12
MacNeil	14:24	132:3,11,	3:9	164:6,15
174:17	138:1	15,19	133:9,18,	165:3,15
magazine	151:23	133:4,12	23,24	166:6,12,
225:19	152:2	179:4	134:2,6,1	24
main	Marjory	187:10,14	4,19	167:5,13,
122:19	224:7	188:1,7	135:1,4,1	18
mainly	225:10,11	201:11,16	3,19,23	168:8,16,
116:23	Mark	221:19,22	136:8,15,	19,24
maintenanc	114:22	222:5,8,1	22	169:9,14,
		1,16,22,2	137:4,8,1	25
		5 223:5	3,16,24	170:11,16
		229:18,21		,23
		,25		171:9,22
		230:6,18		172:22
				173:2,10,

14,19	203:6,14,	16,20,25	164:2	198:18
174:3,8,1	22	237:8,12,	171:4,7	199:11,14
3,22	204:13,18	18,22	182:3	200:3,15
175:1,5,1	205:6,17	238:1,16,	194:25	201:3,20
2,16,22	206:5,10,	24	211:13	202:7,10,
176:6,10,	14,22	239:5,19	227:8	12,20
16,21	207:20,23	240:11	230:11	203:8,15,
177:2,9,1	208:9,21	241:15,21	241:9	18
4,24	209:1,5,9	,25	maybe	204:14,19
178:5,9,1	,19	242:5,10,	33:20	205:10
9,22	210:1,5,1	11	87:1	206:12
179:7,8,2	0,19,23	243:15,22	147:11	219:25
1	211:7,10,	244:24	154:11	224:2
180:10,21	15,22	245:4,16,	211:4	Mayor's
181:6,10,	212:2,9,1	24 246:11	mayor	210:4,5,2
13	5,20	247:3,8,1	134:7	5 212:20
183:10,25	213:11,18	3	136:24,25	213:3
184:10,18	,22,25	matrices	137:25	McDowell
,22	214:3,8,1	18:11	140:12	2:13
185:2,10,	4,17,24	matter	141:16	McGrann
24	215:7,13,	21:18	142:14,20	2:3 3:6
186:4,7,1	17,20,25	48:5	144:9,17,	5:3,8,9,1
0,17,23	216:9,12,	50:10	24 145:5	2,17
187:5,19,	15,18	78:16	147:9,12	6:4,9,12,
20,23	217:9,15,	111:6	148:16,21	15,23
188:3,13,	25	127:21	149:11	7:6,9,21
14	218:5,20	143:2	162:4	8:1,6,13,
189:13,18	219:3,18	149:3	166:21	19,23
190:9,14,	220:4,19	155:22	167:19	9:10,23
21	221:1,10	164:5	168:20	10:2,10,1
191:6,13,	223:8,9,1	181:13	169:7,17,	8,24
16,21	9,24	222:2	21	11:22
192:11,23	224:12,22	matters	170:1,12,	12:9,14,2
193:1,9,1	225:1,9,1	125:2	19	2
8	4,20	127:24	171:9,23	13:2,13,1
194:6,14,	226:2,6,1	128:6,17	172:3,16,	8,25 14:5
17,21	0,13,22	171:16	17	15:1,8,20
195:6,15,	227:4,12,	219:25	173:6,11,	16:7,12,1
21	17,23	235:1	20,24	9
196:2,7,1	228:7,17,	may 28:21	174:5,15	17:15,20,
2,19	24	30:5	175:24	23
197:4,10,	229:4,12	44:11	176:3,8	18:1,14,2
19,24	231:3,4,9	47:22	180:22	1
198:5,11,	,21	49:5,13	188:24	19:3,12,2
24	232:3,7,1	71:7	189:3	0 20:1
199:6,20,	2,16,20	99:19	190:15,19	21:11,15,
25	233:19,22	103:3	,23	24
200:9,14,	234:2,8,1	126:4	191:3,14	22:5,17,2
21,25	4,15,20	146:8	193:23	2 23:8
201:9,23,	235:15	152:13	197:4	24:13,23
24 202:24	236:2,11,			

25:4,21,2 5 26:3,9,22 27:9,16,2 3 28:4,16 29:13,18, 21 30:22 31:3,16 32:3,16,2 1 33:6,22 34:12 35:18 36:10 37:7,17 38:9,17 39:4,22 40:4,22 41:1,11,2 0 42:4,9,22 ,23 43:9 44:8,19 45:2,8,15 46:5,12,2 3 47:3,6,12 48:9,16 49:10,21 50:14 51:5,9,13 ,16 52:3,12,1 8 53:20,25 54:10,15, 19 55:2,16 56:1,17 57:4,10,2 4 58:8,15 59:2,7 60:6,7 61:3,19 62:8,9 63:15 65:4,8,21 66:7 67:2,11,1 2,19,24 68:3,15 69:4,14	71:16,17 72:8,19 73:2,6,11 ,15,21 74:3,7,11 ,24 75:9 76:4,16 77:9,18,2 1,24 78:5,9,12 ,16,20 79:3,14 80:8,9 81:18,19, 25 82:4,14 83:3,4 85:7,15 86:1,10,1 6,25 87:4,5,24 88:12,18 89:2,12 90:8,9 91:1,13,1 7,22 92:10,23, 24 93:2 94:4,7,13 ,24 95:7,13 97:5,6 98:10,16 99:1,6,11 ,19,25 101:14 102:12 103:6,10, 15,20 104:14,21 106:12 108:24 109:8,13 110:2,9,1 4,24 111:10,14 112:11,19 113:1,16, 20,23 114:2,9 115:13,17	,22 117:23 118:15,20 119:6 120:16,22 121:3 122:10,21 123:1,9 124:5,10 131:18 McNalty 15:1,8 23:9 40:13,15 41:25 42:24 44:12 47:19,20 52:22,23 54:4 79:3 80:20 90:10 91:2 93:23 115:24 116:7 117:6 127:9 174:16,18 183:10 194:22 198:24 McNalty's 60:16 83:12 117:24 mean 13:5,14 31:19 32:25 35:8,16 41:16,18 42:13 50:20 55:22 65:17 69:25 70:14 75:24 98:17	155:14,22 160:7 162:7 189:7 193:14 201:6 205:3 217:3 means 55:13 66:25 72:15 75:25 meant 31:17 33:21 59:16 94:22 98:19 99:24 112:2 162:8 mechanical 12:18 26:20 94:2 96:2 media 177:18 189:25 224:17 240:4,24 meet 20:20 59:22 123:13 125:18 138:5 175:10,18 ,21 177:22 181:23,25 182:6,13 183:4,16, 23 184:8 185:20 192:20 197:15 239:12 meeting 20:2,6	46:6 142:2,4,9 ,14 144:5,8,1 6,19 145:1 148:8 156:17,19 157:2,3,4 ,8 158:11 163:1,9 164:7,9 165:9,18 166:9 167:4 169:4 170:9,10 174:14,19 ,20,23 175:3,6,7 ,13,14,23 176:4,7,1 1,14,22,2 5 177:8,10, 15,17,21, 22 178:8,10, 14,20,23 179:17,22 180:1,11, 22 181:3,18, 20 182:19,20 183:12,25 184:11,14 185:16 186:1,3,5 ,9,13,19, 20,21,24, 25 187:3,7 188:16,17 ,23 192:3,13, 16,21,22, 24 193:4,6,8 ,11,14,16 ,17,24
--	--	---	--	--

194:2,13	171:1,10	Memorial	y 18:8	51:21
196:24	172:1	25:17	77:4,11	128:7
198:12	185:17	memory	methods	160:1,13,
218:6	190:18	115:18	33:15	20 161:5
222:1,3	191:3,8	145:10	119:17	197:11,19
223:3	196:21	151:22	Metrodome	216:17
224:1	197:6	188:16	64:5	233:12
226:7,11	203:24	mention	mezzanine	minimized
227:19	216:21	21:24	83:10	103:24
228:11,20	217:22	31:13	84:14	minimum
229:23	232:17,23	38:10	86:7 87:7	28:20
230:13	242:23	167:23	88:2,13,2	88:24
231:11	membrane	mentioned	1 89:3,16	Minneapolis
234:23	10:12	13:19	91:10,25	s 64:6
235:10,17	30:7	16:23	92:18	minor
,18	36:21,22	30:21	mezzanine/	240:8
242:18	41:14	37:8	lounge	minutes
meetings	52:6,15	41:23	83:6,8	20:6,14
11:17	53:1,7,8	71:20	M-hm 24:12	48:20
142:15	54:23	72:19	62:3	124:13
150:17,24	55:1	102:19	186:22	156:3
181:14	60:18,23	139:15	Michael	188:8
182:17	62:12,15	140:11	6:7 37:13	193:7,10
192:10	63:2,18,2	161:19	38:2	243:12
202:2	2 64:2,4	179:18	microphone	mis 147:24
meets 76:1	75:4,21	185:11	124:22	miscellane
Megan	76:7,21	190:3	mid 175:24	ous 97:17
240:19	79:18	mentioning	middle	98:12
member	81:21,23,	69:15	29:21	101:9,24
156:6	25	merit	162:13	misinterpr
171:3	82:17,22	130:4	240:12	eted
172:23	104:2	message	Mike	117:8
173:22	105:20	115:8	218:8,10	misleading
173:22	106:2	240:9	million	117:5
204:5	107:2	met 45:17	15:14	misread
205:9	108:10	235:13	76:21,24	116:23
218:7	116:21	metal	78:6 79:1	mistake
members	121:1,15	36:24,25	92:2	70:18
6:16	membranes	64:8	159:22	Mo 131:13
20:23	64:10	65:1,14	160:5	model
32:22	memo 23:16	66:2,3,9	189:16	48:15
45:23	30:3,14,1	85:11,12,	190:1,7,1	49:9
114:16	6 40:9	22	3	51:4,7,13
116:11,12	116:7	method	Mills	modelling
140:10	117:24	119:2	174:17	26:6,7,11
149:25	237:2	methodolog	mind 24:21	27:11,18
153:12,22	memorandum			
154:3,12	22:25			
155:20	23:3,9			
156:19				

28:1,5	5:9,11	141:8	negotiate	northern
moderate	50:1,3,15	municipali	218:14	177:6
30:12	52:20	ties 7:20	237:16	note
modest	71:19	19:10	negotiated	210:16
90:23	234:22	96:6	237:10,13	noted
moment	240:20	97:20	negotiatio	246:12
69:17	247:18	166:22	ns	notes 46:6
Monday	mortar	213:6	237:19,21	49:5 56:9
48:1	32:24	municipali	Neubauer	62:23
49:18	33:13,24	ty 15:24	2:18	74:16
126:19	41:19	18:5,9	news 238:3	75:11
130:22	motion	97:2	239:9	76:25
131:3,13	152:9,16	136:23	240:3	186:20
222:6	194:7	139:2	241:1	187:6,11,
223:4	196:8	219:11	nine	17,21
228:16	246:13,19	239:25	131:24	nothing
230:12	motor	myself 6:7	132:12	52:11
247:17	128:20	37:16	ninety-two	104:13,20
monetary	move 67:3	38:6	76:22	120:12,13
137:5	72:12	124:24	none 81:6	150:2
money 62:5	165:24	135:10	216:16	notice
68:25	184:19	139:19	Non-	246:13,17
98:4	185:11	166:3	included	,18,25
124:9	187:24	181:25	94:8	247:1,10
153:8	221:23	197:15	non-	notified
159:24	247:7	246:6	invitatio	220:25
160:1	moving	<hr/>	n 181:1	221:8
243:16	23:23	n	nor 148:24	notify
245:18,21	40:5	naturally	norm 96:3	221:2
246:7	139:17	32:14	normal	notion
moneys	140:21	nature	30:24	32:23
161:2,5	141:1,8,1	5:18,25	31:2	44:9
monies	4 221:25	10:14	36:11	58:10
246:7	multiple	63:2	62:19	66:8
month 26:7	154:18	123:5	96:2	77:10
56:25	multiuse	177:5	132:24	82:8
138:2	11:1	183:6	normally	88:12
176:3	multi-use	necessaril	28:8	96:15
209:23	15:12	y	36:18	November
213:4	18:19	61:13,16,	71:6,21	218:6
months	19:13	18 85:10	72:6 90:5	np 2:13,15
56:8	29:9,16	172:9	96:12	number's
186:15	152:1	necessary	99:21	70:17
195:14	159:22	51:10	North 5:21	numerous
Mor 224:6	185:13	148:15	7:16	128:3
morning	municipal	negative		
	7:16	107:23		
	138:25	110:16		

	39:13	49:10,21	66:23	162:20
<u>o</u>	40:2	51:9,16	onto 33:18	163:3
obligation	233:14	52:18	89:8	164:12,16
s 110:3	office 6:3	54:15	open 88:6	,22
observatio	7:18	55:2 58:8	124:9	165:5,13
n 125:3	23:10	59:7 60:4	239:6	option
190:17	43:12	61:3,19	operated	29:24
obtained	149:17	65:8,21	134:17	41:7
63:6	174:25	69:14	operating	68:6,7
obvious	181:18,22	73:11,21	27:20	178:25
82:16	182:5,13	82:14,20	50:4,16	189:2,7,1
obviously	183:3	86:10	operationa	0,12,13,2
145:16	184:9	87:24	l 49:5,7	2 190:16
occasion	232:24	88:12,18	operator	193:19
147:1	officer	89:12	9:19	194:18
182:4,13	239:25	91:17,22	10:16	223:15
230:10	offices	92:10	opinion	244:2
occasions	87:15	93:2	39:8,12	optional
146:24	official	94:4,7,13	40:1 44:4	80:14
181:17	173:17	96:24	63:11,16,	options
182:12	183:7	97:6	20,25	22:15
occupant	oh 59:17	98:18	76:3	24:15
35:14,16	82:2	99:1,25	120:14	25:9
occur	122:20	102:12	127:23	28:15
209:13	132:20	103:6	opinions	30:5
occurred	187:13	109:8	128:15,17	41:7,8,19
173:4	201:19	110:2,14,	153:13	51:20,22
193:1	214:18	25 111:14	166:5	52:2
212:22	239:15	113:16	226:21	80:19
237:6	241:20	118:20	OPP	85:13
occurring	okay 6:15	120:22	208:1,5,1	152:12
178:23	12:22	123:9	2 215:5	154:19,20
199:18	13:2,13,1	131:22	216:6	156:15
o'clock	8 17:15	135:19	opportunit	157:15,20
131:24	18:1	146:14	ies 152:8	,25
247:17	24:24	191:16	237:3	159:3,19
October	26:15	201:19	opportunit	189:15
1:23	27:17,23	210:19	y 23:12	192:2,4,6
114:10,19	29:13,21	211:11	24:7	193:12
odd 44:7	32:3,16,2	222:25	28:22	194:9,10,
107:6	1 35:10	231:1	30:13	13 195:11
108:14	36:10	239:22	45:23	196:15
offer	38:17	247:20	58:16	198:13
63:16	39:22	Okotoks	125:17	order
offered	40:4	9:22	126:6	51:10
	44:8,14,1	ones 159:9	130:2	75:14
	9 45:2	ongoing	156:20	80:23
	47:6	244:15,16		82:8
	48:16	Ontario		83:13
		1:20 61:9		89:15

195:24	71:23	46:16,18	24:4,14,2	parameters
196:14	76:12	57:12	5 25:7	26:14
organizati	87:20	59:8 60:8	28:18	30:15
on 9:1	93:20	62:10	40:8,11	Pardon
original	95:5,24	67:20	43:15	29:18
18:15	119:12	74:12,20	45:10	77:18
20:17	120:15	84:9,11	46:7	132:20
44:3	overdue	93:11,16	47:17	park
115:8	160:8	94:8 95:3	48:17	11:2,8
originally	239:12	103:21	49:11	13:3,24
47:15	overview	104:22	51:17,18	14:16
116:24	7:10	106:22	52:19	21:20,25
others	55:9,18	107:19	55:4	22:1
71:8	owner	108:7	63:16,24	24:1,6,18
126:16	68:22	118:7,11	74:24	29:7 41:9
160:9,10	98:21	119:7	75:10	51:20
203:13	99:24	121:7	76:17	74:16
217:22	207:7	236:24	103:22	95:21
235:24	owners	242:12	106:8,12	97:14
otherwise	99:10	paid	114:10	100:9
28:6		218:13	115:23	103:23
Ottawa		242:3	137:20	104:4,11,
213:5,7	<hr/>	pamph	144:2,15,	18 105:4
223:2	P	168:5	24 148:4	106:15,19
231:12,16	<hr/>	pamphlets	151:20	116:17
233:8,9	p.m 47:18	168:1,4,6	155:10	151:22
ourselves	124:15,16	193:22	156:1,2	152:1,11
49:17	133:15,16	panel	159:12	154:14
outdoor	161:25	36:25	161:24	189:2,16,
20:11	188:10,11	85:11,12,	167:14	21
105:3	,23	23 87:18	169:10	190:11,16
188:19	239:14	89:4	174:9,13	parking
193:20	247:24	211:24	188:21,22	69:22,24
195:17,23	pace 141:9	panels	191:17	104:5
196:4	package	62:20,24	199:7,8,1	parks
outlining	76:1,11	panicked	4 218:1,5	155:22
237:2	229:3	21:14	223:20	181:8
outside	230:5	50:9	231:5,9	224:18
53:7 65:2	pad 13:10	paper	232:7	partially
66:1,4,5	20:10	79:22	234:16,21	117:1
87:17,18	21:9 35:2	84:8 93:9	236:3	participan
143:1,19	45:5	paragraph	237:23	t 183:2
181:8	74:12,16	10:19	238:5	participan
overall	105:4	11:3	240:12,13	ts 210:16
24:17	188:18	19:22	242:12,17	participat
29:24	page 3:2	20:1,5,24	243:6	e 162:20
56:10,19	4:2 14:11	22:18	paragraphs	particular
	23:15	23:20	47:8	
	24:20		48:18	
	25:5,7		238:1	
	28:18			

31:10,15	Pat 174:17	159:5,15	203:25	120:6,15
32:1 34:5	path	161:12	204:20	139:16
37:1 38:5	183:24	164:19	217:11,16	performanc
46:22	paths	165:21	244:18	e-based
54:9	157:15	166:17	people's	31:9
112:22	Paul 2:7	167:9,16	37:18	123:22
124:4	114:22	168:12	190:20	performing
153:25	143:23	169:12	per 35:2	65:18
172:13	208:25	170:4	percent	perhaps
179:19	215:12	172:7	9:6 18:13	33:21
195:16	217:21	174:11	36:3	94:5
211:16	218:13,16	191:19	39:11	103:1
226:1	227:10	204:2,22	93:13,20,	140:8
240:7	234:25	205:13	24	171:18,19
particular	Paul's	207:18	94:10,14,	191:12
ly 5:24	215:1	217:18	16,20,21	193:9
66:10	PAUSE 6:21	218:3	95:4,23	221:8
parties	9:8	219:16,21	96:4,5,8,	perimeter
181:17	10:8,22	220:9,14,	12	84:21
182:11	14:3	22	97:16,18,	period
partner	19:24	221:5,15	22,23	134:7
18:25	22:20	223:22	98:2,3,7,	138:16
37:9	23:6	225:5	9,12	184:7
partners	24:10	231:7	99:2,7,12	185:18
6:6	33:4 37:5	234:18	,13,21	201:10
partnershi	40:20,25	237:25	100:2,3,4	213:12,23
p 9:13,22	45:13	238:12,20	,5,10,14,	permissibl
10:15	46:10	246:23	15,16,17,	e 136:1
152:8	47:10	pay 69:13	22,23	permit
224:9	57:8	97:2	101:9,11,	96:15,16
partnershi	67:17,22	98:21	12	permits
ps 7:4	68:1	245:10	102:14,15	95:23
224:4	70:25	paying	103:2,5	96:9
passage	71:14	62:4	percentage	97:16
216:1	73:13	96:16	s 95:19	98:12,19
passed	74:1,22	244:7,11	97:10	101:9,24
134:8,12	75:7	246:3	percent's	Perry
191:24	76:14	payment	94:18	118:9
196:8	77:14	237:9	Percy 6:19	person
passion	79:12	payments	perform	37:25
153:10	100:25	219:8	65:18	113:9
163:18,22	101:6	penalties	s 95:19	128:17
past 32:18	103:8,13,	244:6	97:10	135:10
33:16	18 106:10	people	percent's	139:1
42:15	113:18	6:18	94:18	181:19
64:4	127:4	19:11	performanc	182:7
181:5	130:24	71:7	e 31:18	183:6
	137:22	112:13	52:23	
	145:8	197:16	53:2	
	158:2		62:18	
			63:17,21	
			119:13,16	

198:20	32:25	playing	185:4	, 17, 23, 24
personal	33:23	89:9	189:19	196:5
220:2	physical	112:21	190:10	198:13
personally	11:19	please	195:6	199:22
10:6	picture	60:8	198:9, 19	Poplak
236:7, 10	38:3	103:21	205:25	6:19
personnel	76:12	104:22	207:9	porcelain
144:21	piece	233:11	208:11, 23	31:22
perspectiv	65:14, 15	plop 28:13	209:22	portion
e 81:1	placed	plugged	213:14	15:14
110:6	53:5	26:19	214:9, 21	87:10, 25
139:20	149:14	plus 13:24	215:2, 8	88:20
141:7	placement	87:9	216:9, 25	204:25
149:11	41:8	97:12, 13	227:1	portrayed
245:25	plan 41:7	232:9	236:4	111:11
246:1	183:7	point	245:9	position
persuaded	240:18	32:7, 13	points	22:13
191:11	245:17	34:18	58:23, 24	128:23
pertain	planning	39:9	59:4	137:11
46:7	8:11	41:11	82:10, 21,	145:14
pertains	44:15	48:14	22, 24, 25	146:9
46:14	156:4	61:6, 11, 1	99:14	180:23
phase	159:18	4, 23 62:1	126:23	229:5, 15
29:23	162:1, 3	69:1, 12	points-	positive
68:10	167:6, 12	72:11	based	203:3
71:20	168:15	73:19	82:5	possibilit
phased	176:25	82:7	police	y 160:21
19:17	192:21	95:5, 22	208:1, 11,	possible
20:11	193:16	114:2, 6	16	70:23
21:9	234:4	120:2	political	132:9
104:7, 10,	plans	126:21	226:15, 18	136:17
11, 18	38:25	127:11	, 24, 25	possibly
188:19	51:23	129:6, 20,	227:7, 10	126:17
phases	plant 35:5	23 134:14	pond 69:25	197:15
71:18	50:25	139:22, 25	pool	postpone
phone	51:2	144:8	12:12, 15,	130:21
40:15	120:12	146:4, 7, 2	16 13:11	potential
41:3	plastic	1 147:25	17:5	9:11 17:5
49:15	63:7	149:1	20:11	30:1
143:17	play 89:5	152:20	45:20	51:23
215:4	243:23	153:2	59:14	105:9
216:2, 8	player	154:13	105:3	152:7
226:20	35:4	156:8, 18	167:22	157:15
phoned	205:25	159:1, 25	169:1, 20	160:19
92:17	players	161:18	177:11	161:10, 16
phrase	35:3	169:5	17:5	179:24
		172:2	20:11	181:15, 23
		179:11	45:20	
		184:7	59:14	
			105:3	
			167:22	
			169:1, 20	
			177:11	
			188:19	
			193:20	
			194:18, 23	
			195:1, 4, 9	

182:7	63:17,21	preparing	33:15	228:10,22
185:21	75:1	107:7	prevent	231:10
223:14	77:2,10,2	108:15,25	203:17	priorities
potentiall	2 78:13	146:22	preventing	245:12
y 35:24	80:16	160:11	247:9	private
161:6,20	90:1,11	198:15	previous	9:19
167:22	91:10	prerogativ	48:12	31:11
177:11	93:4,5	e 151:14	186:15	36:13
PowerPoint	113:11	present	194:13	224:8
13:8	120:25	135:22	196:24	pro 10:11
PowerStrea	prefab	146:22	222:12	165:16
m 231:14	80:25	148:14	previously	229:5
practice	prefabrica	158:17	150:22	proactive
30:24	ted 83:16	170:14	172:11	212:6
124:3	pre-	171:10	price	probably
183:5	fabricate	182:7	18:12	6:2,17
PRC 172:16	d 78:1	presentati	159:22	12:5
pre 39:18	92:1	on 161:15	167:21	32:12
88:19	104:9	185:15,16	169:1,19	44:2
91:6	121:23	228:20	175:25	79:18
180:12	preferable	presentati	237:13,17	87:19
preapprova	246:1	ons 166:1	prices	126:20
l 172:5	preferred	presented	112:5,8,1	128:4
precipitat	23:25	18:7,10,1	3 113:9	233:3
ed 138:13	101:3	1 25:9	principal	problem
pre-eng	pre-	73:23	5:14	24:23
34:2	finished	151:24	11:15	64:15
39:15	60:14	159:18	principle	90:25
41:13	prejudicin	242:25	152:4	procedural
56:21,24	g 185:20	presently	prior	246:12
68:5	preli	48:22	9:10,17	procedural
79:17	14:15	129:2	13:7	ly 165:24
80:20	preliminar	press	134:2,14	proceed
87:10,11,	y 11:7,15	238:7,10,	135:23	15:12
25	14:15	18,23,25	137:9	16:8 21:5
88:5,8,23	50:5,18,2	240:13,22	144:1	90:6
pre-	0 55:5	pressures	164:7,9	104:6
engineere	184:12	178:17	175:5	109:21
d 33:8,17	185:3	presumably	182:23	125:22
34:9	preparatio	70:7	186:15	126:19
55:11,20	n 213:5	pretty	189:25	134:15
56:4	prepare	35:17	192:3	135:24
59:19	125:7,9	126:21	193:2	152:5,11
60:20	156:15	177:5,8	205:25	154:23
61:1	prepared	184:3	206:6	164:10
62:11,12,	245:15	prevalent	209:19	192:5
14,19			214:9	216:22
			222:19	223:13,17

229:5	152:15	110:4	182:10	20:3,8
proceeded	155:17	profession	189:16	33:7 51:7
208:7	167:20	al 14:14	190:2	54:12
proceeding	198:6	128:16,18	224:19	69:23
90:4	202:2	profession	projects	74:15
121:6	205:17	alism	5:20 6:24	92:17
189:20,22	206:1,6,1	140:18	7:1 38:14	109:22
195:7	0 234:24	program	39:20	112:23
199:11	235:7,10,	11:18	122:2	113:13
227:13	16 238:4	12:2 13:4	134:4	123:17
proceeds	239:10	164:3	proper	141:25
160:21	procurement	programmed	15:25	178:24
process	t	12:21	109:21	179:2
13:7	104:3,24	programs	116:25	180:8,23
18:3,23	105:1	13:14	properly	182:9
28:10	121:6	progress	86:20,21	185:14,15
72:7,14,2	135:25	9:24	87:1	226:25
1,22	185:21	prohibit	101:13	241:1,2
104:24	produced	104:10,17	property	242:20
105:1,12	35:20	project	181:21	246:17
107:9	52:1	7:23	182:8,9	247:10
111:8,9	116:18	8:8,20	proposal	provided
121:13	192:2	9:24 10:3	9:14	13:23
136:5	producing	11:8,11,1	10:11	14:21,23
141:22	106:3	3,25	57:19	18:17
151:8	107:2	13:20	101:22,25	20:8 23:9
154:16	108:11	16:7 17:9	190:11	28:21
162:5,9,2	product	20:9	proposals	34:14
5	17:10	23:24	14:6 18:6	42:24
163:8,10	31:10,15,	24:2	134:20	43:18,24
165:4,16	21 61:14	28:23	135:5	46:20,24
182:1	107:12	29:7	proposed	48:10,15,
198:17	108:19	30:25	29:6 55:6	22 55:5
201:25	109:2,16	31:5	57:15	57:5,12
208:1	110:11	37:11,19	59:12	67:13
217:11	136:4,10,	38:2,4,5,	75:12	74:7,8
229:19	17 176:15	19 40:6	151:25	77:1,13
245:6	177:3	53:15	propositio	78:21,24
Proctor	180:24	56:23	n 128:14	79:6
20:15,25	183:21	58:25	protecting	80:17
21:8 22:6	product-	67:25	84:25	86:6
23:2	based	71:23	protection	100:15,17
44:11	123:23	73:19	56:8	,23
47:18	products	85:20	proven	101:16,20
48:7,23	112:25	93:17	111:11	114:5
49:11	176:23	95:5	provide	117:12,13
50:9,15	184:6	98:6,8,9		,16
107:14	profession	123:6		118:16,21
111:15				119:3,23
				121:16,22
				,24

122:5,6	,23 36:13	231:15	question	5 137:19
123:2,6	114:16	purchasing	18:15	163:3
128:10,11	124:8	15:3	22:13	173:8
137:17	153:5,13,	134:8,11,	45:3	188:15
151:24	23 154:19	17 137:10	46:14	203:19
156:6,13	155:4,23	purpose	58:18	214:25
157:7	161:2,22	58:2	63:9 73:3	235:1,22,
183:9	162:10,15	135:5	85:17	24 241:16
185:3	,16,19,22	149:12	100:12	247:14
189:17	163:1,2,5	175:7	111:22	quick
228:4	,8,13,14,	purposes	115:7	140:14
237:2	16	80:6	117:10	141:10
241:6	164:3,7,9	pursuant	118:12	235:5
243:19,20	,12	128:1	120:17	quickly
246:5,9	165:5,11,	pursue	128:25	48:25
provider	12,17	194:8	129:20	56:25
135:9	166:1,2,8	pursuit	141:6	61:9
provides	172:18	9:18	147:18	72:13,16
24:6 30:3	182:18	58:19	151:10	quite
40:16	208:18	purview	158:13,15	34:25
41:6	217:5	147:7	173:2,21	35:8
106:23	218:7	puts	174:3	53:11
120:23	240:23	107:22	195:20	70:22
242:14	242:15,18	110:16	217:10,16	77:8
providing	,19,23	124:24,25	220:25	85:13,21
36:15	243:20	putting	221:23	86:14
100:16	244:15	17:17	225:17	89:11
113:4	245:6,13	37:22	229:19	94:17
120:6	public/	39:5	241:22	123:4
150:15	private	64:25	247:2	153:10
162:14	7:4	65:9,13	questioned	quote
180:8	9:13,21	84:15	246:16	55:17
199:15	10:14	85:22	questionin	quoting
200:3	152:7	87:22	g 129:9	107:11
province	224:4	140:3	217:11	108:18
7:20	publicly	<hr/> Q <hr/>	questions	109:1,15
124:3	190:1,6	qualificat	5:13 8:14	110:10
provincial	public's	ions 18:7	10:25	<hr/> R <hr/>
7:19	243:23	qualify	20:4 29:5	R-12 62:21
prudent	pull	75:11,13	34:13	119:20
98:9 99:9	137:20	quantities	35:21	120:4
pu 36:12	153:11	85:25	48:19	R-19 60:15
public	188:21	quantity	60:9 97:8	61:8
7:7,10,13	217:25	38:21	98:11	62:20
,22 11:17	239:4	122:17	108:3	R-25 120:4
12:20	241:16	question	114:4	R-30
13:7	purchase	5,22,24	124:11	31:21,22
31:6,7,14	56:5	130:2,9,1	129:1,5,1	
	105:5		5,22,24	
			130:2,9,1	

53:3	15:16	42:5,8	187:5,11,	187:3
60:17,20,	25:22	84:23	20 192:15	199:21
23	77:5 79:9	92:19	195:5	205:24
61:17,18	81:4	101:21	196:16	217:22,23
62:25	84:16	132:4	199:20	225:25
63:8	90:21	197:10	203:17	227:24
R-40 60:25	95:25	216:1,15	207:13	228:5
raise	99:8	227:4	208:21	receives
198:1,3,6	100:21	reasonable	211:14,15	22:24
202:9	101:23	99:3	,23,25	receiving
raised	170:1	reasons	212:2,11,	25:18
157:25	173:15	105:13	24	27:18
218:12	183:14	122:20	217:9,10,	48:6
randomly	196:20	reassure	15 224:10	53:16
211:19	202:25	111:20	225:21	57:19
range 53:6	209:2	rebor	227:1,23	134:16
56:11	reading	208:17	228:3,18	138:10
80:17	44:10	rec 155:22	231:17,21	168:20
87:19	77:5	181:9	233:22	218:20
rare 42:20	228:14	recall	235:10,13	224:10
rates 39:2	ready	15:5	239:16	recent
244:7	147:4	21:11	245:16	107:17
rather	235:20	32:7,12	recalled	recently
126:22	real 50:10	42:1 43:2	180:11	219:7
139:19,20	realize	56:12	recalling	recessing
230:8	30:20	58:5 74:3	228:24	67:8
246:2	122:10	134:6,10,	233:4	124:15
rationale	really	16,24	recalls	133:15
79:7	10:13,15	137:7,8	178:23	188:10
80:19	22:13	138:10,12	receipt	recognized
81:5	30:15	142:15,17	233:17	64:20
105:14	33:11,17,	145:3	receive	204:15,16
121:5	19 57:1	147:19	26:10	recollecti
re 144:22	61:17	161:15	75:14	on 168:7
145:2	62:5	166:12	186:24	175:2
208:19	65:16	167:5	199:24	179:22
reach	68:25	168:9,19	228:6	185:3
181:17	99:24	174:19,20	230:24	192:12
182:12	101:1	176:7,10,	received	225:8
190:18,19	117:20	22	15:13	238:23
reached	122:16	177:5,24	40:7	239:20
181:2,23	128:5	178:6,13,	45:16	recommend
reaching	131:8	15,21	53:18	61:18
135:11	138:4,7,8	179:17,25	106:5	199:10
190:14	140:21	180:3,14,	117:17	recommenda
reaction	158:15	18,20	134:10	tion
	217:10	184:13,15	139:4	189:21
	239:21	,17	156:9	228:10
	reason	185:22,24	182:3	

229:11,13 244:8 recommenda tions 136:7 recommende d 80:24 81:7,10 104:24 105:1 151:25 152:4,5 154:16 194:9,10, 13,18 195:11 recommendi ng 36:17 reconsider ation 190:8 reconstruc tion 245:2 record 8:10 45:3 80:1 recorded 150:2 recording 191:23 records 191:25 record's 77:25 recreation 5:20 6:1 9:11 19:13 152:1 153:1,6 154:25 157:16 160:2,22 161:6,21 163:15,23 164:8	165:6 177:18 178:12,14 192:11 202:5 205:22 206:2,7 223:13,16 224:18,19 225:3,22 233:23 243:8 245:1,11, 23 246:8 recreation al 11:2 189:15 redevelopi ng 243:4 redevelopm ent 11:8 14:16 29:7 156:7 244:21 re-direct 247:19 redo 72:3 redoing 64:12 reduce 71:8 reducing 71:10 refer 16:5 27:10 106:22 226:18 reference 23:16,18 40:10 44:9 46:2 83:23,25 84:2 231:13 referenced 46:6	138:21 208:6 references 48:21 referencin g 142:3 144:5 227:21 234:22 referred 182:25 referring 12:10 33:21 49:8 55:25 78:6 95:1 127:2 163:5,10, 13 193:13 210:3 218:18 219:12 226:2 228:19 refers 29:6 108:7 refines 16:3 reflects 148:4 174:14 refresh 151:21 188:16 regard 129:15 regarding 224:18,25 244:9 regardless 69:17 74:17 registered 6:19	regular 150:8 relate 29:1 94:10,14 related 58:10 102:15 106:19 116:9 225:2 relates 29:8 relation 58:1 231:14 relations 240:23 relationsh ip 137:17 203:3 214:10,20 relationsh ips 12:5 203:24 relative 63:17 218:16 relatively 38:4 release 238:3,7,1 0,18,23,2 5 239:9 240:3,4,1 4 241:1,14 released 208:19 215:5 releases 240:23 relied 32:17 229:17	Relo 22:10 relocating 22:11 relying 229:16 remaining 48:18 244:25 remember 21:7,16 25:18 43:23 48:6,9 51:24 53:13,16 57:18,21 155:19 178:19 179:1 181:7 235:15 remittal 87:18 remotely 107:10 108:17 removed 100:4 removes 100:7 renovation s 7:17 repeat 86:23 195:20 repeats 48:3 158:23 repercussi ons 202:15 replace 64:11 replacing 145:14
---	--	--	--	--

replied 148:10,17	120:13,18 ,23 121:4 127:25	reprisal 202:19	14:13 110:5 126:22	140:2,17 153:1 157:24
reply 239:11	128:11 151:24	reproduces 156:3	128:2 160:10 183:7	162:25 163:15 165:18
report 12:7 14:23 20:7,8 25:13 33:7 36:16 47:25 48:13 49:4,23 51:20 52:4,14,2 1 53:24 54:1,2 57:5,11 58:4,10 59:8 60:8 62:10,13, 23 63:16 64:1 67:13 68:8 72:22 73:22 74:4,8 77:6 78:21 79:24 80:15,18 103:11 104:23 105:17 106:6,15, 18 107:18 111:3,11 114:5,15 115:5,15, 25 116:8,18, 23,24 117:6,7,1 4,15 118:7,13, 22,23,24 119:7,11, 22	188:18 196:14 198:12,15 199:10,16 ,21 200:5,13 208:17 227:16,18 ,20,24 228:2,4,8 ,14 230:1 242:25 243:19 245:15	reps 172:16	197:18	187:6 193:19 199:15 202:19 205:21 212:22,25 213:12 214:5 221:12 223:11 236:25 237:6 241:1 246:14
	reporter 207:25	request 14:5 18:6 26:6 46:22 92:25 116:18 164:22 169:22 170:13 173:22 174:25 175:10 176:2 197:12 219:6	requiremen t 246:12	
	reporting 196:8	requ 30:6	requiremen ts 56:7 59:23 75:22 76:2	
	reports 43:15 137:15 201:5 230:7	request 14:5 18:6 26:6 46:22 92:25 116:18 164:22 169:22 170:13 173:22 174:25 175:10 176:2 197:12 219:6	requires 48:5	
	RePower 118:23	requested 48:11 181:3 183:4 184:14 185:16 208:1 225:10,11 239:14	requiring 146:8 190:5	
	represent 109:5 112:22,24 113:11 129:11,17 ,18	requesting 25:12 165:1	re-roof 64:9	respond 16:6 49:25 111:18 113:20 217:6
	representa tive 172:13	requests 46:1 170:7,10 174:4 203:8	research 105:9 123:11 157:23 158:20 229:14	responded 14:7 210:15 218:25 219:1,4
	representa tives 45:17,18 177:3 193:25	require 98:25 128:4	reserves 245:21	responds 48:21 49:11 111:17 189:3 199:15 235:2
	representi ng 78:24 113:14 157:20	required	resistant 63:3 202:11	response 17:13,14 42:24 110:15 143:16 145:5 205:11,23 219:12 236:1
			respect 7:22 11:1,10 13:2 18:2,18 19:16 41:8 44:15 62:15 77:9 78:5 98:11 101:16 102:18 108:6 126:10,18 127:14,21	responses 242:23

243:2	RETIRES	25	53:18,23	,16
responsibi	133:7	8:5,9,18,	54:6,13,1	95:2,11
lities	247:22	22	7,22	96:1,18,2
139:6	returned	9:4,16,25	55:14,24	3,25
220:1	166:21	10:5,13	56:14,19	98:1,14,1
responsibi	returns	11:12,24	57:21	8
lity	61:15	12:11,17	58:5,13,2	99:4,9,17
15:25	review 8:7	13:1,6,17	1	,20
69:1	56:10	,22 14:22	59:6,13,1	101:1,8
204:19	74:4	15:7,18,2	7,20	102:1
230:17	128:4	2	60:2,22	103:1
responsibl	141:3	16:10,18,	61:7,22	104:12,19
e 15:10	158:22	22	62:4	108:22
35:9,10	209:16	17:19,22,	63:13	109:3,12,
37:22	227:3	25	64:2	17
44:17	236:7,10	18:4,20,2	65:6,11	110:8,13,
98:7	238:17	4 19:5,19	66:6,13,1	23
rest 30:14	240:22	21:10,13,	8,22 67:6	111:5,13
48:25	reviewed	17	68:13,19	112:10,17
153:18	91:3	22:3,10	69:9,21	,20
Restaurant	134:23	24:12,21,	70:5,12,1	113:10,22
231:16,22	136:6	24	5,19,22	114:1,8
result	229:2	25:20,23	71:1,5,12	115:12,16
15:13	236:12	26:2,5,12	,24 72:10	,20
61:14	reviewing	,24	73:1,5,8,	117:20
91:9	200:5	27:14,22	20	118:14,19
110:3	241:1,14	28:2,8	74:6,10	119:5
202:6	revised	29:11,17,	75:25	120:1,21
resulted	53:23	20 30:18	76:6	121:2
71:22	54:1,2	31:1,6,20	77:7,16,1	122:8,14,
results	57:5	32:11,20	9,23	23
243:23	117:1,3	33:1,11	78:4,8,11	123:7,19
245:5	144:25	34:3,24	,15,18	124:7
resuming	148:5	35:25	79:2	125:5
67:9	238:7	36:19	81:6,16,2	131:4,8,1
124:16	239:13	37:13,20	2	1,14,22
133:16	240:13	38:11,20	82:2,12,1	132:1,10,
188:11	revisit	39:7 40:1	8 83:1	13,17
retained	29:14	41:10,17	84:19	133:3
11:10	RFP 16:11	42:3,7,13	85:10,21	Rick
13:8 14:8	163:1	,20 43:4	86:9,12,2	143:4,8
199:2	Richard	44:1,14,2	2 87:8	162:4
retainer	3:5	5 45:6	88:3,16,2	167:19
109:9	5:4,6,11,	46:3,21	2	168:1,24
retaining	16,19	47:1,5	89:10,20	174:15
152:6	6:6,11,14	48:8,12	90:2,22	188:24
	,17	49:9,20	91:12,15,	199:12
	7:3,8,12,	50:11,21	21	right-hand
		51:8,12,1	92:6,13,2	102:18
		5	0 93:1	rigid
		52:1,8,17	94:1,5,12	

60:13,15	room 35:6	6,20	17,21	19,23
rink 9:19	rooms	136:2,12,	169:2,24	201:6,15,
10:15	12:18,19	19	170:6,15,	19 202:23
12:12	31:24	137:1,6,1	18,25	203:1,12,
21:22	32:2	2,14	171:13	20
50:25	35:1,2	138:11,15	172:9,25	204:4,16,
177:7	37:24	,21	173:7,12,	24 205:15
rinks 5:23	roughly	139:7,14,	16,23	206:4,9,1
17:3	210:24	25 140:16	174:6,21,	3,15
risk	route	141:2,12,	24	207:16,22
68:21,22,	16:16,17	18,23	175:4,8,1	,24
24	row 83:5	142:1,6,1	5,19	208:16,24
70:4,7,9	101:18	7,22,25	176:5,9,1	209:3,7,1
71:8	rubber	143:5,11,	2,18,24	5,21
72:15	64:25	15,25	177:4,12,	210:4,8,1
183:13	65:13,15	144:11	16	3,22
Road	66:8,25	145:10,20	178:1,7,1	211:1,9,1
149:17	rule 128:1	146:1,5,1	5,21	3,18,25
Rob 43:11	rules	2,19	179:10	212:5,12,
Rob's	135:14	147:5,15,	180:2,16,	17
43:17	rumors	22	25	213:1,16,
role 13:21	217:4	148:2,19,	181:8,12,	21,24
15:10,11	rumours	23	16 183:15	214:2,6,1
37:19	216:20,24	149:4,13,	184:2,15,	2,16,23
197:20	run 51:13	22	20,25	215:3,10,
201:8	rush	150:1,5,9	185:5,23	15,19,21
203:23	126:22	,16,23	186:2,6,8	216:7,11,
204:14	Ryan 2:14	151:7,15	,12,22	13,16
205:10	130:14,18	152:24	187:2,8,1	217:2,14,
206:17	<hr/>	153:3,24	3,16,22	20
207:5	S	154:5	189:8,14,	218:19,24
215:1	safety	155:2,11,	23	219:14,23
243:22	204:25	16,21	190:12,17	220:11,16
roles	sake 80:1	156:24	191:1,9,1	,24
122:1	sale	157:12,17	5	221:7,13,
roof 26:18	160:22	,21	192:8,14,	17,21
41:14	164:10	158:4,21	25	222:4,7,1
60:14,15	165:19	159:7,10	193:3,15	0,14,18,2
61:1,2	Sandra 2:9	160:3,16,	194:3,12,	4
81:20	3:8	24	16,20	223:1,18
82:16,21,	133:10,19	161:7,14	195:5,10,	224:11,15
22 86:19	,21	162:8	19	,24
roofing	134:1,5,1	163:6,11,	196:1,6,1	225:7,13,
38:23	3,18,22	16	1,18,22	16,24
64:8	135:3,7,1	164:11,17	197:8,13,	226:5,9,1
roofs		,21	22	2,17
62:20,24		165:8,23	198:2,10,	227:2,8,1
		166:10,15	23	5,22
		,19	199:5,19,	228:1,12,
		167:2,11	23	21
		168:3,14,	200:6,11,	229:2,8,1

7,20,24 230:4,9,2 3 231:19,23 232:5,9,1 4,19,22 233:21,25 234:4,12 235:12,19 236:9,14, 18,23 237:7,11, 15,20 238:14,22 239:2,18, 22 241:3 243:14,18 ,25 245:3,14, 19 246:4,20, 25 247:5,11, 20 sandwich 62:20 65:25 Sara 152:15 241:16 sare 28:19 Sarnia 131:5 satisfied 219:2 220:3 229:4 saving 68:25 savings 56:10,20 saw 33:23 41:2 117:10,12 ,13 122:15 162:25 193:7	236:25 scenario 136:9 151:25 152:4 154:16 scenarios 28:19 scene 33:18 schedule 237:9 scheduled 50:6 174:14 Schedules 18:10 SCO0000184 4:5 SCO184 114:17 score 59:5 scored 18:12 scrap 189:1 190:16 scrapped 189:4 screen 28:17 80:2,5 90:14 scroll 20:13,24 23:15 24:19 25:5 28:24 30:2 40:23 42:23,25 46:17 48:17 49:2,11,2 4 52:19	57:12 58:16 60:8 62:10 67:24 74:19 76:16 79:16 83:4,17,2 1 91:22 93:3 104:21 105:15 107:13 108:4 110:14 111:15,17 114:17 115:3,8 116:12 117:24 118:6,25 119:8 143:16 144:23 156:1 159:19 168:21 169:9 191:22,24 199:13 219:3 231:12 234:20 239:6 240:11 scrolling 156:1,10 season 66:7 seasonal 195:24 seating 13:12 30:13 87:10 second 24:22 25:6	43:15 46:22 47:2 55:16 75:9 83:5,7,10 ,13,15 84:6,14 85:4,8,14 ,20,23 86:7,15,1 7,19 87:6,21 88:20 89:22 90:11,19, 24 91:5,6 92:7 94:9 95:20 97:13 100:8,13 103:16,21 108:6 121:7 122:15 191:22 second- floor 87:6 88:1,13 89:3,16 91:10,25 92:18 secondly 162:21 171:6 section 14:11 23:16 40:11 46:18 66:2,3 67:3 104:23 sections 93:4 sector 31:7,11,1 4	seeing 84:17 seek 43:21 44:22 seemed 44:7 191:2 seems 72:12 107:5 108:13 204:7 seen 22:23 38:9 118:12 127:17 149:6 167:25 175:24 176:22 202:8 209:24 241:5 selected 14:12 22:2 196:10,15 send 52:21 107:14 152:13 188:23 204:6,8 210:24 211:8 224:7 225:1,11 230:14,15 ,19,21 238:23 sended 239:8 sending 51:24 138:13 147:25 210:15,20 212:4 213:13
--	---	---	---	--

217:6	233:16	sets 23:16	37:14	2,20
238:6,17	234:22	62:13	Shing's	237:4
240:18	239:8,20	79:15,20	37:20	significan
sends	sentence	105:14	shocked	t 15:14
114:19	24:4	118:1	202:17	18:22
116:11	43:14	156:8	shook	75:19
144:25	55:15,17	seven	184:8	silver
169:17	57:13	76:21	Shore	57:16,20
224:1	108:6,23	215:21	231:15	58:11,19,
sense	110:25	seventy-	short	23
22:12	111:24	five	25:24	75:10,13
85:25	243:2	211:3	64:11	80:22
86:8	separate	several	67:5	similar
139:4	60:3 67:3	6:8 12:16	184:7	63:7 82:9
143:23	166:8	24:15	186:15	86:1
150:14	September	218:12	195:14	119:13
176:19	106:13	sewers	196:13	162:18
sensitive	213:9	69:25	shortened	169:22
115:2	sequence	share	72:6	185:25
116:6	213:2	108:20	shorter	221:11
sent 21:1	series	129:8	90:5	similarly
22:25	51:19	139:13	shortly	202:16
40:12	83:24	141:9	143:17	single
51:19	147:18	154:4	short-term	20:10
52:14,22	serious	156:20	160:10	21:8 45:5
54:4	194:24	160:22	showers	74:12,15
106:14	serves	shared	244:18	105:4
115:24	17:23	140:15	showing	188:18
116:15	service	156:21	37:24	single-pad
127:18	109:22	166:5	184:4	21:20
137:25	136:4,11,	168:6,18	shown	29:22,23
141:16	17 180:24	169:5	10:19	30:1
144:9,17,	219:9	shares	83:18,25	sit 45:23
25	services	21:6	102:7	140:7
147:9,16	11:4	sheet	shows	site
148:5,6,2	14:21	30:19	239:15	11:20,21
2 161:25	16:1	51:21	siblings	22:1
162:3	94:3,19	she's	163:24	28:15
167:19	172:21	20:22	sic 14:18	37:23
168:2,10	181:15	48:24	145:11	41:7,9
169:22	servicing	111:18	signature	44:5,6
170:1	104:5	shift	146:8	51:23
175:25	session	68:21,22	signed	56:25
184:12	156:4	shifting	213:17	68:4
199:9	162:1,4	68:24	236:5,8,1	69:19
218:7	165:6	Shing		74:17
224:13,23	167:6			77:16,19
,25 226:1				78:6,7
228:3				
229:23				

95:21	211:24	181:17	198:1	146:23
97:14	sole 7:24	191:3,8,1	233:5	149:1
100:9	106:23	1 226:3	sought	189:11
104:4	107:12	something'	8:21 61:4	197:16
122:20,21	108:19	s	83:15	200:4,16
,25	109:2,15,	171:4,17	171:11	201:4,20
sitting	18 110:11	sometime	sounding	215:18,24
91:18	121:6	126:11	152:7	237:3
six	135:25	181:2	sounds	245:25
14:18,24	136:2,4,1	210:2	99:1	speaking
35:1	6,23	somewhat	120:20	39:18
95:22	137:11	26:16	168:8	47:20
size 27:12	227:14	50:22	source	113:8
35:5,6	228:10,13	somewhere	107:12	126:5
50:25	229:6,15	96:4	108:19	201:3,25
119:14	solely	sons 233:3	109:2,15,	205:15
skate	229:16	sorry	18 110:11	speci
31:23	solicit	35:10	121:6	31:13
32:2	109:19	54:15	135:25	special
skater	solicitor	55:14	136:16	144:18
163:24	236:15	70:19	137:11	145:1
skip	solid	71:4	227:14	specialize
111:23	50:23	81:23	228:10,13	38:21
slide	solution	86:22	229:6,16	specialize
52:22	121:17	91:3,13	sourced	d 128:18
54:3	195:12	108:22	7:24	specially
117:12	solutions	144:3	136:23	134:24
159:17,20	179:3	151:4	sources	specific
slowly	somebody	158:14	160:19	23:24
141:1,14	33:13	176:17	sourcing	29:4
small	36:21,24	179:8	106:24	30:25
222:2	69:19	187:10	136:2	31:10
smaller	70:15	192:18	space 7:18	36:14,17
87:18	100:20	195:19	12:4,20	113:9
social	109:17	201:12,20	69:22	174:7
231:24	111:6	209:20	spaced	specifically 12:15
232:4,15,	155:23	214:18	53:11	30:21
25 233:15	185:9	222:18	spans 88:9	31:13
234:1	somehow	234:21	90:5	45:24
soft 96:8	216:22	243:7	speak 42:2	57:22
98:3,13,1	someone	sort 13:7	45:4	58:6
7 100:14	92:16	16:4	49:14	127:2
101:10	133:2	22:23	57:2	167:23
103:1	135:8,13	38:7 40:5	99:16	180:3
solar	143:1	54:21	126:4	196:3
207:2,5	145:20	62:1	128:7	202:19
	146:9	135:9	143:7,11	specificat
		150:14		

ion 16:4 17:7	210:14 212:19	137:5 166:13	105:8 106:5,6,1	202:4,7,2 1
specificat ions 112:23 113:13 123:14,21	sponsors 210:17 211:8,12	167:24 174:17 176:1,23 177:2,10, 15	5 107:18 111:11 116:12 117:2 121:4 123:11,14 135:10,17 ,21	203:3,9,1 8,25 204:20 205:5,9 206:20 216:21 227:13,16 ,17,20,24
specify 17:10 124:4	sports 118:8 241:8	178:10,24 179:1,24 180:4,23 183:17,22 184:12 185:3 186:5,25 187:4,6 193:25 198:20 199:3,11	136:6,13 137:15 139:1 140:10 145:4 152:5 153:19 154:10 155:7,11, 14,20 156:15 157:19,23 158:5,16 159:11 161:16 166:11 167:21 169:1 171:1,6,1 1,15,20,2 5 172:1,4,2 3 173:6,8,2 2 179:23 181:19,25 182:2,6,1 4 183:5,9 185:17 188:17 192:1,4,9 194:8 196:21 197:2,6,2 0,22,23 198:12,14 199:10,21 200:5,7,1 0,13,20,2 2,24 201:5	228:2,4,8 ,9,14 229:9,16, 17 230:1,7 242:25 244:23 246:9
spectator 13:12 30:12	spouses 232:10,17 233:1	Sprung 8:24 9:14,20 10:4 30:9,20 39:9,11,1 3,14,20,2 5 41:21 42:2,6,14 45:18 52:22 54:5 55:25 57:2 80:21,22 81:8,11 83:13 84:3 91:3 101:16,21 102:18 114:25 115:10 116:3,9 117:13,17 119:1,18 121:24 122:1,4,7 ,24 123:25 129:11 134:15 135:24 136:23	staff's 229:12	stage 11:25 12:8 30:25 31:4 98:8
speech 227:3	spreadshee t 79:15,20 83:18 158:17	200:4,12, 16 201:4 212:22,25 214:5,11, 16,22 216:23 217:13 218:22 223:14 227:14 229:6 233:23 239:1 243:9,16 245:7,11 246:3	standalome r 24:1	stakeholde rs 12:2 154:17
speed 35:17	Sprung	Sprung's 60:17 102:2	standalone 19:17 24:2 30:1	standard 165:4
spelled 26:16	spend 153:8 160:1,15	square 87:20 92:7,8,11	standoffs 61:2	start 5:12 83:6 120:7 124:13 126:21 131:24 132:4,12
spending 162:23 243:16	spent 98:4 161:3,5 245:18	staff 6:8,16 12:19 20:8,23 32:22 45:23 49:23 73:22 103:11 104:24	starting 5:22 47:17	
spine 17:6	Spinney 118:9			
spoke 20:25 39:25 44:23 141:16 142:24 143:5 176:15 203:15 215:17	spoken 39:11 42:9 216:10			
sponsor				

152:20	79:17	stopping	21,23	stud 87:17
starts	80:16,25	66:10	64:3,7,16	studies
23:10	81:9	104:13,20	,24 65:20	5:23
104:25	83:16	stops	67:1 68:6	15:23
state 22:7	87:17	65:14	75:4,22	19:1
stated	88:7	76:9	76:7,11	style
20:14	90:11	store	88:8	68:21
54:7	91:7,11	166:4	89:21	subject
163:17	92:1 93:5	storey	105:20	9:2
190:1	104:9	90:19,20	106:2	106:15
202:17	114:24	storm	107:2	111:8
206:16	115:10	69:24	108:10	135:18
227:10	116:2,19	strange	113:11	152:15
statement	121:1,23	112:21	114:25	188:24
75:24	180:13	strategic	115:11	submission
76:3 77:6	steering	156:4	116:4	125:11
106:6	11:6 13:3	159:18	119:1,18,	submit
107:21	151:22	162:1,3	19 121:15	164:25
110:15	152:2,3,1	167:6,12	188:20	structures
125:5,10,	2 154:14	168:15	30:10	33:17
15,24	185:13	169:4	36:22	59:12,22
126:25	189:21	176:25	63:2 64:5	112:3,6,9
127:8	step 71:21	192:21	,14	116:25
160:4	80:10	193:4,16	136:24	137:5
states	84:17	194:14	166:13	176:1
74:14	95:25	stray	179:24	194:25
105:18	154:24	61:12	195:3	199:11
107:20	stepping	Street	212:22	212:22
119:9	104:14	1:19	214:5,22	227:14
121:12	182:24	181:22	229:7	233:24
123:10	201:9,24	243:4	239:1	243:10,16
station	223:12	244:21	245:8,11	246:3
244:19	steps	245:1,8	275:15	structure'
stay 144:3	156:14	stretched	282:15	s 88:23
148:19	171:24	14:24	291:15	Structures
Stec 207:7	242:15	structural	300:15	8:24
214:1,10	Stewart	94:2 96:3	309:15	134:15
steel	149:17	structure		
33:8,14	sticks	41:13		
34:2,6,8	84:24	55:10,19,		
38:23	stop 24:22	25		
39:6	25:5	56:11,24		
60:20,24	61:24	60:14,18,		
61:1,2	66:9	24 61:2		
64:7,16,1	147:11	62:12,13,		
7 75:1	247:16	14,15,20		
77:2,10,2	stopped	63:10,18,		
2 78:1,14	113:7			

s	76:18	208:10	68:4	65:10,23
153:5,16	105:2	215:10	139:10	66:20
199:15	support	226:17	140:14	101:2
226:21	25:3	228:1	141:10	112:13
suggests	170:22	231:24	171:3	121:5
44:20	244:22	surprised	189:11	153:22
201:17	supporter	61:8	204:10	157:11
suit 28:11	226:3	209:4,5	takeoffs	184:5
suits	supporting	215:16	39:1	talks
145:10	150:9	survey	take-offs	24:8,25
summary	supportive	242:22,24	122:17	60:12,14
10:19	212:7	243:3,23	taking	116:8
19:21	supports	surveyors	15:10	tall 88:1
40:8,16	64:3	38:21	27:24	tantamount
41:4 47:7	88:10	surveys	64:12	125:12
51:17	suppose	96:10	71:21	task 155:4
83:6	27:17	98:22	78:23	169:3
106:8	28:14	suspect	85:23	189:17
114:9	91:12	86:25	87:21	192:20
115:23	supposed	125:23	95:16	tasks
119:9	109:6	suspend	104:10,18	140:4
156:13	125:6	49:14	187:21	141:3,6
242:14	131:4	sway	205:21	taxpayers
summary's	135:15	190:23	233:3,10	162:10
93:17	sure 9:17	191:8,11	240:17	226:19
summer	39:11,24	swim 164:2	241:13	team 8:12
56:8	65:22	swimmer	245:21	16:6
119:4	67:6	164:1	talk 12:9	17:12,20
207:1,13	70:9,17	switching	31:14	18:7,8
superior	73:16	80:4	39:10	149:8,16,
63:23	77:8	Sworn	65:9	19,21,25
supplier	86:14	3:5,8 5:6	78:23	150:18,24
17:11	89:10	133:21	80:11	205:25
30:25	94:6,17	system	93:22	211:2,5
36:14	131:5	41:14	94:25	teams 72:2
54:9,18	132:10,13	42:16	108:1	211:8,11
105:6	143:19	58:22	111:1	technologi
113:12,14	146:15,21	75:17	163:4	st 37:21
123:13	163:20	81:8 82:5	201:10	ten 6:18
124:4	168:22	85:23	talked	21:3
suppliers	172:12	88:11	17:7	188:8
31:12	173:24	172:11	21:19,20,	247:17
36:17	178:4	<hr/>	23 36:10	tended
54:11	179:11	<hr/>	68:9	192:16
123:16	180:17	T	121:19	tender
181:15	191:10	table 3:1	171:23	15:25
supply	197:17	28:24	talking	
	200:17		36:20	
			56:21	

16:2 71:7 105:12 tendering 18:23 72:13 tension 64:5 Teresa 232:4 Teresa's 231:16,22 term 14:17 17:1 172:20 179:12 202:13 terminals 182:12 terminate 138:2 142:5,11 144:6 terminated 202:14 terminatio n 137:19 202:17 terms 22:8 23:16,17 24:16 35:17 36:8 39:22 40:10 46:1 53:1 122:18 125:1 185:19 203:23 237:2 242:15 243:3 test 118:4 testified 128:14 172:1	178:10 179:22 198:25 206:23 216:23 226:23 testifying 128:9 testimony 133:1 137:17 202:16 205:18 209:10 testing 118:8 thank 74:13 124:20 130:20 132:15,17 133:4 179:10 210:15,20 ,24 212:4 213:13,17 223:5 242:5 247:15,20 thanks 40:14 41:3 That'll 132:13 theme 158:24 160:5 themselves 27:3 54:23 theoretica lly 71:25 there'd 13:6 69:10 71:1 104:12	therefore 240:1 there's 12:17,18 16:13 28:24,25 29:22 31:8,17 35:1 36:1,2 45:18 46:12 56:22 61:14,15 64:4,15 69:11 83:5,7 87:15 93:12,13 99:7,12 101:20 102:17 119:18 120:12,13 121:10 123:12,24 127:16,19 142:9 143:16 146:22 156:7,18 165:8 171:2,19 178:17 185:8 197:18 227:17 228:2 229:9 230:1,20 231:12 thermal 53:2,9 63:3,7 64:14 65:12 they'd 64:16 159:2	they'll 31:13 they're 29:2 33:2 35:15 38:25 46:7 54:23 64:17 76:1 81:10,11, 14 88:7 95:16 120:2,3 221:25 they've 39:2,20 64:20 70:10 thicker 34:7 Thier 6:7,12 37:13 third 24:14 111:24 thirds 190:7,16 thoughts 177:13 thousand 76:23 throw 51:1 Thursday 49:23 222:10,12 ,13,15,21 223:3 Thursday's 148:8 ticket 190:5 tightness 118:4,8 tiles	31:22 timeline 47:24 197:15 timelines 49:12 timely 139:11 tip 240:2 title 12:3 titled 118:3 TOC0054334 4:3 TOC0201219 79:25 TOC0218804 4:4 TOC0600195 4:6 TOC0600198 4:7 TOC188041. 1.1 23:4 TOC195146 46:8 TOC201219 93:10 TOC201266 57:6 67:15 TOC218804 79:10 TOC54334 14:1 TOC600194 116:10 TOC600195 118:5 TOC600198 118:22 today 47:22
--	--	--	--	---

64:21	245:12	22:24	135:11	104:16
66:20	topic	23:9,22	137:11	105:22
91:18	145:24	25:12	149:18	119:1,19
124:25	187:24	26:1,10	160:25	traditiona
125:22	240:7	27:18,24	174:16	lly 7:13
131:21	Toronto	28:6,7	178:24	trained
164:24	7:17,18	32:5,8	179:23	229:10
185:7	131:25	34:2	180:5,12,	training
188:4	224:2	35:19,23	24 183:7	134:11,16
202:25	total	37:12	184:12,23	,25 205:2
203:2,7	91:24	38:8 40:7	185:19	transactio
215:23	93:21	42:2,12	190:4	n 237:1
229:10	97:15,17	43:6,11,2	194:22	transcript
247:17	totally	5	219:7	3:15
today's	15:18	45:5,17,2	229:5,15	126:10
46:6 65:2	totals	3,24	230:24	128:5
toilets	84:13	46:25	233:4	transfer
76:10	touch 21:5	47:14	235:3	61:25
Tom 8:23	Touche	48:11	236:6,13,	65:12,15
38:10,11	152:6	51:19	15	66:9
39:10,13	tournament	53:22	237:13,16	transfere
48:14	209:23	57:5,12,1	,17	d 66:11
49:18,19	210:2,3,6	9 67:14	town-owned	transition
94:17	,11,14,25	69:6,7,12	182:8	24:7
99:22	212:21	72:23	towns	transparen
101:1	213:3	73:18	96:19	t 124:9
174:16,19	222:9,12	79:21	Town's	travelling
178:9	232:1	92:16	50:13	132:5
179:8,21	toward	95:14	96:16	treasurer
180:11	246:8	96:16	101:9	161:19
tomorrow	towards	97:11	109:10,11	233:18
240:19	46:15	100:1,14,	110:6,20	244:3,9
Tom's	59:5	16,23	121:18	245:14
101:12	93:11	101:11,15	122:2	246:6
tone 50:11	160:22	102:8,9,1	164:24	treatment
tonight	161:20	3	243:5	102:24
240:17	189:20	104:3,10,	244:1,9	218:9
top	210:8	13,17,20	track	trouble
64:23,25	213:4	109:9,18,	38:22	50:3,16
80:17	town	19 110:5	tracking	96:15
86:19	1:2,17	112:8,12,	39:2	truck
87:12,22,	2:13 9:11	16	trades	153:8
23 88:5	10:16	113:8,24	94:22	Trudell
93:14,17	14:14,21	114:3,11	95:1	2:17
97:11,15	18:19	117:2,19	traditiona	129:5,6,1
194:7	19:15	118:18	l 6:25	
196:7	20:2	119:4	18:2,3	
243:2		120:19	33:2,9,19	
		121:11,22		
		124:3		
		128:11,12		

4,18,23	turnkey	173:15	119:24	47:21
130:1	101:22	229:22	120:24	80:21
true 22:4	178:25	230:2,19	122:12	117:9
52:8	179:2,12,		126:20	136:3
107:5	18	<hr/>	128:1	160:25
108:13	turns 12:6	<hr/> U <hr/>	135:5	189:10
111:12	19:7	ultimate	138:23	192:8
try	132:1	120:16	140:24	206:24
50:5,18	twelve	ultimately	141:5	207:4,7
65:22	127:10	14:7	146:15	240:16
82:23	twin 13:10	17:21	151:17	undertake
87:1	30:1	18:11	156:22	152:6
90:10	two-thirds	116:11	177:9	undue
trying	90:13	151:15	195:21	183:13
33:2	189:1	152:22	200:18	unethical
109:19	190:8	un 233:3	204:18	109:24
120:24	type	unable	208:10	unforeseen
125:1	17:8,11	233:4	227:5	97:21
161:14	35:15	uncertain	235:25	102:9,20
177:4	36:20	202:3	understand	unfortunat
192:15	38:3	unclear	ing 6:24	e 132:25
211:6	55:19	43:19	8:2 16:13	unfortunat
212:6	68:20	underlie	18:8 22:7	ely
217:6	74:18	80:11	23:17	131:20
Tuesday	75:3	understand	27:12	uninsulate
131:13	89:17	8:15 9:12	29:14	d 117:11
tune 205:1	104:15	12:23	57:11,25	unique
turn	types	13:14	59:3 69:5	54:8
14:1,11	34:25	14:6,9	82:5 91:2	136:3,10,
19:20	36:25	15:21	113:1	11,14,17
40:7 47:7	63:10	16:20	121:19	unit 39:2
57:4 60:7	68:5 69:8	19:4,14	135:25	university
67:14	74:15,25	29:8	136:9,16,	233:8
73:22	75:20	31:18	18,21	unless
79:10	112:3,5,9	44:16	138:19	57:23
101:14	,13 113:5	52:12	140:12	81:10
103:10	179:24	55:22	146:16	148:14
121:3,7	182:16	65:9,23	147:24	unsolicite
124:21	194:25	66:17	150:7,20	d 134:20
159:25	195:3	68:16	152:21	135:5,12
160:20	typical	69:17	156:24	224:16
195:17	210:25	72:9 76:5	162:2	225:2
turned	typically	83:22	162:2	upcoming
219:8	15:23	85:16	177:9	190:4
Turning	18:12	86:4,11	197:25	update
18:14	36:3	89:3	205:8	
28:16	54:22,24	93:23	214:9	
40:4 90:9	97:2	109:14	235:23	
		114:6	237:9	
			243:11	
			understood	
			25:4	

48:2,25		239:13	111:7	118:10
up-front	<hr/> V <hr/>	240:13	virtually	waived
109:20	vacation	versions	26:6	246:13,19
upgrades	21:2	199:21	virtue	waiving
80:14,25	value	200:5	80:22	247:1
81:7,10,1	26:17	201:5	vision	walk 23:13
5	27:3	versus	156:6	47:13
upon 5:1	52:7,10	44:12	visited	48:18
67:8,9	61:24	59:19	209:17	79:8
68:20	62:19	119:1	Voigt	80:10
98:6,24	63:4,11	122:1	43:11	106:7
122:17	64:18	vested	44:19	wall 50:23
124:15,16	65:16	107:23	volume	60:12
129:9	66:24	109:18,23	85:3	85:23
133:15,16	117:21	110:17,19	vote 137:9	86:3
188:10,11	137:5	vet 158:19	146:17	walls
247:24	values	via 16:16	191:23	26:18
urban	62:23,24	view 43:23	212:21,25	27:2
11:19	63:5	97:23,24	231:18	31:21
13:24	120:3	108:21	245:7	60:12
urgency	vapour	109:10,11	246:13,17	62:21
21:18	86:4	110:5	247:1	86:17
50:10	variance	111:3	voted	washrooms
Usage	36:3	126:16	138:2	35:11
26:12	varies	140:15	142:5	wasn't 9:5
use/	98:24	141:9	144:6	59:13
thermal	variety	155:5	152:3	77:21
62:18	97:21	160:25	193:11	118:15
useful	various	170:7,12	243:8,12	119:5
119:23	12:5	171:13	votes	140:22
120:18,24	154:17	183:11	142:11	149:17
125:20	192:4	190:10	216:19	178:1,2,8
224:6	194:25	195:22	voting	179:13
Useless	210:17	196:20	247:1	180:12
51:8	243:20	200:2,6,2	vs 62:12	182:14,15
user	vehicle	2 201:13		183:1
120:11	128:21	203:23	<hr/> W <hr/>	190:12
usually	vents	viewing	Waddell	194:4
12:6	207:5	89:4,8,15	114:20	197:21
18:13	venue 25:1	,25	wait 132:8	206:19
129:7	verify	views	148:9	217:3,4
210:6	57:3	153:6,17,	waiting	220:25
226:3	version	22 154:7	48:13	234:10
utmost	20:18	190:20	235:8	241:12
140:2,17	227:24	206:6	waits	watch
	238:7	violation		162:20
		109:25		water
				35:12

69:24	133:12	202:8	44:16	71:7
Watts	183:23	WGD 5:14	wherever	160:1,15
114:20	188:7	9:11 11:5	91:4	window
weather	well-	15:9	whether	89:4,8
132:5	defined	18:17	16:16	windows
web 88:6	50:22	20:16	36:11	26:25
website	well-	43:17,21,	38:22	50:24
164:24	described	23	39:25	90:15,18,
207:11	51:6	44:21,23	60:19,21	24
209:12,18	Wendy	45:4 55:5	63:10	Wingrove
210:2,12	248:8	67:13	69:24	137:18
213:15,17	we're	74:4,7	78:2,16	138:20,25
,20	5:21,22	77:1	92:4	139:23
we'd 43:4	6:1 34:25	79:6,23	97:24	140:3,13,
Wednesday	35:8,15,1	80:13	115:18	18 142:15
48:2	7 38:13	84:2,8,9	125:25	144:2,6,1
131:13,14	41:18	90:13,17	126:7	0 151:11
,21,25	47:23	93:8	137:10	186:18
223:2	50:3,16	95:16	143:8	202:13
week 48:24	56:21	105:25	147:20	Wingrove's
183:23	66:8,20	106:24	152:10	138:2
213:4	73:21	108:8	168:9	142:11
222:9	109:6	114:23	197:20	202:17
223:1	113:14	116:1,19	217:12	winter
231:10	120:9	117:1	218:16,22	24:25
weekly	124:8	199:1	229:15	wise 132:5
226:20	191:22	WGD's	whoever	wish 21:5
weeks	204:11	79:22	17:16	164:13
14:18,24	247:16	80:15	28:11	wished
196:25	West	95:14	70:7	126:18
weight	116:15	102:13,24	whole	wishes
88:24,25	166:21	whatever	171:14	171:21
weights	172:15	24:25	188:6	wishing
34:8	we've 6:1	31:21	whomever	182:13
welcome	16:22	58:23	170:19	witness
46:13	22:23	70:9	who's	5:3
we'll	38:9,14	82:21	37:14	124:23
48:17	46:2 95:8	135:17	125:22	125:4,11,
49:17	118:2	150:10	132:19	13,21,23,
50:2,5,18	121:8,19	182:2	whose	24
67:5 80:1	126:1	whatsoever	194:10	126:1,18,
93:8	149:6	183:20	197:19	20,25
113:13	159:21	Wheeler	wife	127:8,22
118:4	171:25	2:15	232:11	128:9,10
124:12	174:18	whenever	William	130:19
132:7	175:23	66:21	2:13	132:20
	196:12	231:25	willing	133:7,9,1
	198:14	whereas		

8 247:22	46:25	155:23	138:8
witnesses	47:4,15	172:18	185:14
132:25	49:13,14	182:18,19	you'll
196:13	53:21	workshop	12:4 73:9
witness's	61:5	152:17,21	83:23
125:15	72:25	153:1	191:23
wonder	83:18	154:8,22	yourself
63:24	90:10	159:18	6:9 40:13
wondering	91:24	165:11	47:19
133:10	97:1	194:15	137:25
wood 11:15	100:1	world	174:15
34:5	107:17,22	44:18	185:17
43:2,3,15	109:19	worship	224:1
44:20	110:4,16,	119:8,23	229:14
106:13,14	21 111:11	write	238:4
,16	112:8,15	49:23	239:9
119:20	113:8,25	50:19	you've
Wood's	118:17	writes	6:24
43:9	119:4	43:10	16:12
108:5,20	120:19	52:24	36:12
Woodworth	131:17	106:16	37:8 42:9
248:8	150:13	111:17,25	62:18,22
wording	154:22	114:21	63:9,23
66:22	155:3	116:13	68:4 83:9
199:16	180:5	writing	110:18
work	190:5	114:12	115:13
7:7,11,14	244:16	written	121:25
,22 8:2	worked	150:2	122:10
9:10	6:24	wrong 44:5	132:22
10:25	7:3,18	103:4	136:15
11:9,15	8:20 9:13	107:22	140:25
13:3	42:15	110:16	183:19
14:8,15	43:4	195:22	203:7
15:6	58:25	224:9	223:10
16:24	117:18	wrote	<hr/> z <hr/>
19:13,16	154:14	106:5	Zamboni
23:18	working	115:25	35:6
26:4,20	7:14 10:3	<hr/> Y <hr/>	zoning
27:25	13:19	year-round	183:8
28:3	38:13	24:5 25:1	
29:2,8,15	40:6	30:5	
30:23	43:20	195:13,18	
36:15,18	59:1	,24	
37:8,11	150:17	yesterday	
38:12,15	214:4	216:23	
39:23	works	yet 22:2	
42:12	77:17,20		
45:4	78:6,7		
	122:20,22		
	,25		