MUNICIPALITÉ RÉGIONALE D'OTTAWA CARLETON

Our File/N/Réf. Your File/V/Réf.

DATE	10 May 1996
TO/DEST.	Co-ordinator Planning and Environment Committee
FROM/EXP.	Director Water Environment Protection Division Environment and Transportation Department
SUBJECT/OBJET	WATER ENVIRONMENT PROTECTION DIVISION PRIVATE SECTOR INVOLVEMENT OPPORTUNITIES

DEPARTMENTAL RECOMMENDATION

That the Planning and Environment Committee recommend Council approve the principles, listed in Annex A, to govern a potential public-private partnership process within the Water Environment Protection Division, with the objective of determining the most cost effective means of delivering the list of functions identified.

BACKGROUND

In February 1996, the Environment and Transportation Department reported on the current and potential private sector involvement opportunities within the Water Environment Protection Division (WEPD) and on the activities that had taken place during the past year to optimize the operations and achieve a twenty-five percent budget reduction. At that time, Council directed the Department to proceed with the identification of appropriate WEPD functions and the development of specifications for a potential public-private partnership for the WEPD functions.

Council also requested that the process be conducted in a manner similar to the Solid Waste Collection Tender and that a recommendation on the appropriate activities and the principles to govern this partnership be presented to the Planning and Environment Committee.

DISCUSSION

1. CORPORATE IMPACT

While the Council resolution was specific to WEPD activities, it became evident from the Department's preliminary list of issues that a number of the principles which would govern the public-private partnership could have an impact on the rest of the Corporation and as such, should be discussed at a corporate level. Accordingly, a working group with representatives of the Legal, Human Resources, Finance and Environment and Transportation departments was set up to establish and review the principles that would govern a public-private partnership for WEPD. In total, ten discussion papers have been prepared and used as the basis to derive principles for the key WEPD issues in public-private partnerships. A list of those discussion papers is attached as Annex B. Although it is apparent that those discussion papers and the governing principles derived from those papers could form a foundation for future public-private partnership in other service areas within RMOC, it is also important to recognize that such service area will have specific issues and concerns which may significantly alter this approach.

A Peer Review Committee was created with representatives of the Ottawa-Carleton business community, Ontario municipal officials involved in current public-private partnership processes as well as some RMOC commissioners to ensure the process would be attractive to the private sector while protecting the RMOC ratepayers.

Another key component of the overall process will be to seek assurances from the Region's Internal Auditor regarding reasonableness and comparability of the in-house budget during the evaluation process.

2. PRIVATIZATION MODELS

There exist a variety of privatization models for both infrastructure development and for operations and maintenance of existing infrastructure. The model appropriate for each municipality or service depends heavily on the municipal financial situation and on the main objective in seeking a public-private partnership. Complete privatization, including the selling of the assets, is popular where financial issues associated with infrastructure replacement, upgrade or growth are predominant. This situation exists in parts of England and France as well as in the municipalities of Halton, York and Halifax. Contract operations, also known as affermage, is used in cases where a municipality seeks improvements in its operations in areas such as cost efficiency, regulatory compliance or innovation opportunities. This type of model is used widely in the United-States and more recently in the municipality of Hamilton-Wentworth.

In selecting the model most appropriate for WEPD, consideration was given to the state of the infrastructure, the financial requirements and the compliance records. With the expansion of the wastewater treatment plant in the early 1990s, the Region has invested over \$350 million to upgrade that part of the infrastructure to be able to meet demand up to 2012. In addition, a state of the art automation system has been implemented to streamline operations. Instituting an operator training programme has also been successful in ensuring a perfect compliance record in the normal operation of the wastewater treatment plant. While the regional collection system is substantially older than the plant, a complete television inspection was carried out over the last

five years and has revealed that the current sewer rehabilitation programme will be sufficient to ensure the integrity of this \$1 billion infrastructure.

With no identified requirements for major capital investment nor for improving regulatory compliance, the main objective for considering a public-private partnership in WEPD is to determine whether the private sector can deliver the services more cost effectively than the public sector. The model most appropriate to achieve this objective is *affermage*.

Governing Principle 1: That the public-private partnership model considered be affermage, also known as contract operations.

3. PROCUREMENT PROCESS

The public and private sectors are unanimous in advocating that a fair and transparent procurement process is key to the successful development of partnerships and in maintaining public confidence in the process.

Most municipalities who have initiated such a process have developed a methodology that can withstand the test of fairness. This methodology is applicable to our process and should include a single RMOC point of contact and a strict code of conduct. The single point of contact ensures equal access to information and the code of conduct specifically prohibits lobbying, conflicts and collusion. In addition, since the expertise, skills and experience of the principal members of a responding team play a key role in the selection process, respondents will not be allowed to make changes to the responding team without prior written RMOC authorization. The unique point of contact and the code of conduct should be applicable from the time Council approves these principles up until the time when the recommendation following the proposals evaluation becomes public information.

Consistent with the procedure adopted in other municipalities, respondents will not be permitted to initiate contact with RMOC staff, Councillors or Consultants working with the RMOC on this project, other than through the designated RMOC representative. Any attempt to make unauthorized contact or failure to comply with the code of conduct would be grounds for disqualification.

In addition, since a competitive market fosters innovations that are likely to result in greater efficiencies, opportunities must be provided to more than one bidder. Accordingly, the process requirements can neither be too restrictive nor should sole sourcing and unsolicited proposals be considered.

Governing Principle 2: That the process for evaluating the public-private partnership be conducted in a fair and transparent manner, with a single RMOC point of contact and a strict code of conduct that prohibits lobbying, conflict, collusion and unauthorised changes to principal members of a responding team.

4. WEPD FUNCTIONS

Since the objective of this process is to determine the most cost effective means of delivering the services and programmes currently performed by WEPD, all functions that could be adequately defined and their performance measured should be included in the Request for Proposal (RFP). This would include the collection and treatment of the wastewater, the industrial waste programme, the biosolids use programme, analytical services and the surface water quality programme. Exceptions for this RFP would include functions such as by-law enforcement and policy development. The appropriateness of including the rate setting and billing functions in the RFP requires further consideration. Based on the current organization of WEPD, the functions to be included in the RFP would amount to more than ninety percent of both the current workforce and operating budget.

Governing Principle 3: That a business unit approach be used in the Request for Proposal process to cover all functions that can be adequately defined and measured, including the collection and treatment of wastewater, the industrial waste programme, the surface water quality programme, the biosolids use programme, analytical services as well as facilities that are expected to become the responsibility of WEPD during the term of the agreement. Functions such as by-law enforcement and policy development would continue to be performed by the RMOC.

To maximize the benefits of public-private partnerships, there should be an understanding of the true costs of providing each specific service and programme. This can be achieved by using a business unit approach and then determining whether economies of scale are in fact achieved or whether larger benefits can be obtained by contracting out selected groups. There exists at least six business units within WEPD, namely:

-Collection of wastewater -Treatment of wastewater -Biosolids use programme -Industrial Waste Programme -Surface Water Quality Programme -Analytical Services

Consistent with the approach taken by the Solid Waste Division for the garbage collection contracts, respondents will be asked to submit proposals for each of those business units and for a combination of them. In addition, respondents will be required to submit a proposal for all facilities and services that are expected to become the responsibility of WEPD during the term of the agreement. This would include wastewater communal systems, new collectors and pumping stations, as well as responsibilities transferred from the Ministry of Environment and Energy.

It is expected that some respondents would be mainly interested in the operation of the wastewater treatment plant since it is new, fully automated, well maintained and carries minimal risks from a public interaction point of view. On the other side, the collection system may not be as appealing since it would be difficult for a private company to verify the integrity of the 200 km system in a short time frame and as such assess the maintenance and/or repair requirements. In addition, the collection system is integrated with and impacted by the local municipal systems, has capacity constraints in a number of locations and is spread over a wide physical area.

Since a number of the support services within WEPD are geared towards both the treatment and collection activities, namely the SCADA system, and maintenance and materials management, it would be inefficient to have these two core activities managed by different private companies. Consequently, respondents will be required to submit a proposal for both the treatment and collection activities. The RMOC should however be prepared to consider entering into a separate agreement for the delivery of the programmes if the evaluation process concludes that it would be more cost effective to do so.

During the Peer Review process, it was also suggested to allow respondents to submit a proposal for the operation and maintenance of all local municipal wastewater and stormwater collection and treatment systems. The submitted proposals could then be presented to the local municipalities if deemed to be technically and financially effective. This is not recommended at this time since the inclusion of the local municipal wastewater and stormwater systems in this public-private partnership process would likely result in substantial delays.

The evaluation process will have to ensure that regional programmes and services continue to be delivered in accordance with the principles that govern how the RMOC conducts its business, including protection of the public health, protection of the environment and responsible long-range financial planning that guarantees public accessibility to information and communication. Accordingly, the public will continue to have access to information related to all programmes and services delivered on behalf of the RMOC, including information of a financial nature. In addition, public consultation will be required for all activities that directly impact service to the public. This will also ensure that the mission of WEPD which is to "Continue to provide leadership in the protection of the water environment in a cost effective manner" is maintained whichever delivery mechanism is selected.

One exception to the imposition of those principles will be with respect to the procurement procedures. While the RMOC principles governing the tendering process and acquisition of consulting and professional services will be a requirement applicable to the RFP selection process, services subsequently purchased by the private sector on behalf of the RMOC would not be subject to RMOC procurement procedures.

Governing Principle 4: That services and programmes continue to be delivered in accordance with the values and principles that govern how the RMOC conducts its business, with the exception of compliance with RMOC procurement procedures by a private company.

5. HUMAN RESOURCES ISSUES

5.1 Collective Agreements Provisions

In most areas where public-private partnerships are considered, the human resources factor becomes a critical issue in terms of financial obligations, risk management, labour relations legislation as well as corporate values. In March 1995, members of Regional Council were informed through a confidential memorandum of some of the key obligations and liabilities that should be addressed in any contracting out at the RMOC as a result of the provisions contained in the collective agreements.

The CUPE 503 collective agreement is the most specific with respect to the provisions which prescribe the circumstances under which contracting out may or may not occur. Article 22.3 specifies that the Employer will not contract out bargaining unit work, if as a result of that contracting out a layoff, reduction in hours of work or failure to re-hire an employee on the layoff list would occur. Contracting out may occur if it is to an Employer who is a party to a collective agreement and who would employ affected employees.

The remaining collective agreements applicable to WEPD do not contain similar clauses restricting contracting out, but they do include redundancy provisions to deal with employees whose positions are no longer required as a result of technological or organizational change. Such provisions are also in the CUPE 503 collective agreement and include re-deployment, retraining, seniority bumping rights and separation allowance. RMOC has typically provided MPE employees with provisions equivalent to those available to members of the CIPP bargaining unit.

The likelihood of success in dealing with labour relations issues is enhanced with an orderly and transparent proposal calls process and with the opportunity to specify and negotiate specific staffing parameters.

5.2 Human Resources Principles

Some of the core objectives in addressing the human resources issues associated with this process include compliance with labour relations legislation and collective agreements obligations as well as consistency with the RMOC's organizational value to treat its employees fairly and equitably. Efforts should also be made to minimize cost and disruption within the RMOC. Accordingly, one of the criteria in evaluating the proposals will be due consideration for overall organizational changes and disruption resulting from the contracting out.

Since it is recognized that uncertainties are likely to result in more expensive proposals from the private sector, the human resources obligations and liabilities will have to be clearly defined. A preliminary review of vested obligations in WEPD such as outstanding sick leave, vacation and overtime banked, and severance costs would be in the order of \$3 million to \$5 million. All costs that would become due when affected staff are still employees of the RMOC should be borne by the RMOC. However, any obligations triggered by the private sector, after the contracting out should be borne by the private sector. Recognizing that payment of vested obligations are a one time cost associated with contracted operations, these costs should be amoritized over an appropriate period when comparing public vs private costs of operation. This approach was encouraged by the Peer Review Committee.

Governing Principle 5: That the potential liability associated with vested obligations of employees be recognized as a real cost during the evaluation of the cost proposals and that an appropriate amortization period for those costs be investigated.

To respect the obligations in the CUPE 503 collective agreement, respondents will be required to be a party to a collective agreement at the time they submit their qualifications. In addition, the successful respondent will be required to make a legitimate offer of employment to all affected CUPE 503 members who would otherwise be laid off as a result of contracting out the functions performed by WEPD.

Since there are no similar "no layoff" provision for members of CUPE 2187, CIPP and MPE, the successful respondent will not be required to offer employment to those employees but will be encouraged to do so. Employees not retained by the private sector will be treated according to the RMOC workforce adjustment policy.

Governing Principle 6: That all labour relations legislation and collective agreements obligations be respected throughout this process and that efforts be made to minimize cost and disruption for the RMOC.

In an attempt to minimize cost and disruption within the RMOC, the CUPE 503 bargaining unit has already been approached to explore the possibility of the private sector being deemed a "successor as in the sale of business". This option would require tri-partite negotiations with CUPE 503, the RMOC and each of the short listed respondents. Preliminary discussions with CUPE 503 indicate that this option is not acceptable to them. CUPE 503 has also expressed a strong objection to any contracting out of work done by its members.

6. LEGAL ISSUES

6.1 Due Diligence

It is a municipal corporation's responsibility to ensure that its facilities are operated and its activities are carried out in accordance with all applicable statutory requirements. These general responsibilities and, more specifically, obligations in the areas of environmental and health and safety legislation cannot be entirely passed through to a consultant or contractor. Accordingly, the RMOC must take steps to establish a due diligence defence to any environmental or health and safety charges that may arise from the activities of the contractor delivering WEPD services on the RMOC's behalf.

Some of the critical elements in a due diligence programme include the establishment of reasonable environmental reporting activities, the incorporation of contractual environmental, health and safety obligations together with liquidated damages for non-compliance, and the allocation of adequate internal resources to inspect, monitor and audit contractual performance with respect to RMOC's environmental and health and safety responsibilities and contractural obligations.

Governing Principle 7: That compliance with all applicable legislation and regulations be ensured through a due diligence programme which includes reporting activities, contractual obligations and internal resources to monitor environmental, health and safety performance and contractual obligations.

6.2 Contract Security

Any contract between the RMOC and a private company for the delivery of the functions currently performed by WEPD would require a significant amount of contract security to ensure regional assets are properly operated and maintained and that services are delivered in accordance with contractual requirements.

While the standard form of performance security is a performance bond, it would not necessarily provide adequate protection in the case of an operation contract since a bonding company has the right to select unilaterally an alternative contractor to complete all contractual obligations of the original contractor that has failed to properly complete the contract. While such a right is not a particular concern in the context of construction contracts, the special skills that are required to deliver the services and programmes within WEPD would be best guaranteed by an amended performance bond which gives the authority to the RMOC to approve any substitute contractor.

It would also be prudent to require the successful respondent to submit a letter of credit since it would represent an immediate source of funds in the event the performance issues require immediate expenditures or the private company violates any statutory obligations which result in fines being assessed against the RMOC.

6.3 Risk Management

Structuring a process that fosters innovation and creativity is often the best means of bringing out the strengths and resources of the private sector. At the same time, a balance must exist between risks allocation and cost effectiveness. While these objectives are often conflicting, an optimum level can be achieved through an equitable compensation strategy and the use of contractual provisions protecting the RMOC against unforeseen changes of circumstances.

To take into consideration issues such as fluctuations in wastewater flows and characteristics, and additional operation and maintenance requirements associated with new infrastructure or changes in jurisdictions, the compensation strategy should be based on a lump sum plus variable fee and pass through components. The compensation strategy should also allow for equitable sharing of future savings or revenues. In addition, unforeseen costs or benefits resulting from legislative changes should entitle either party to initiate negotiations for changes in compensation.

Governing Principle 8: That the compensation strategy be based on a lump sum plus variable fee and pass through components with equitable sharing of future savings or revenues.

Governing Principle 9: That unforeseen costs or benefits resulting from legislative changes entitle either party to initiate negotiations for changes in compensation.

Contract operations are typically three to ten years with a ten year duration used mainly when the private sector is required to make substantial investments and as such, needs to amortize its investment. Since the WEPD facilities do not require any substantial capital investment, such a long term is not required. During the Council discussions with a private operator in March 1995, it was confirmed that a three year contract duration would be appropriate to allow the private sector to recover any mobilization or investment costs. Accordingly, based on the experience

gained with the Biosolids contract operations and the changes facing the municipal sector in the short to medium term, it is recommended to select a contractual agreement with a five year term.

Consistent with standard RMOC contractual practices, the agreement should also include a termination clause for no cause with associated compensation to the private sector for cost. This would allow the RMOC to maintain its ability to respond quickly to changes. The use of a similar clause in the agreement for contract operation of the Biosolids Facilities proved extremely advantageous to the Ottawa-Carleton community while providing fair compensation to the private sector through the demobilization compensation fee. Concern was expressed during the Peer Review process with respect to the potential inability of the private sector to fully amortize investment if a contract is terminated early. While this could likely result in partnerships requiring significant up-front investment such as in the case of a new development or major upgrades to antiquated facilities, these types of investments would not be required for a partnership with WEPD. In addition, the compensation for cost in an early termination would protect the private sector against financial inequity.

The RMOC should also be prepared to assume some risks by limiting the maintenance, repair and failure risk to the private sector conditional upon compliance with the accepted maintenance commitments proposed by the successful respondent.

Governing Principle10: That contractual provisions include a five year term with a termination clause for no cause and associated compensation for costs, as well as limits with respect to risks to the private sector.

Considering the value of the wastewater infrastructure, the critical nature of the service and the significant environmental risks associated with poor performance, a typical tender process where cost is the dominant selection criteria would not be appropriate in this situation. Accordingly, "a best value" approach should be used to recognize the importance of criteria such as relevant experience, financial strength and technical proposal.

7. FINANCIAL ISSUES

7.1 Cost Proposal Evaluation

Responsible long-range financial planning is a core value of the RMOC and must be maintained whatever delivery mechanisms are used to perform the municipal services. To determine whether the private sector can provide a more cost effective means of delivering the services, there should be an evaluation not only of the functions within WEPD but of all those in the RMOC that are also supporting WEPD and vice-versa.

This goal can be achieved either through segmentation of the general administrative allocation assigned to the Sewer Fund or by specifically defining the cost impact of contracting out the WEPD functions in the rest of the Corporation. Reassigning the general administrative allocation amongst the other sectors in the RMOC does not accurately reflect the actual cost of contracting out WEPD functions in light of the fixed nature of certain costs that would continue to be expended. Accordingly, it is recommended to use the approach of crediting the private sector bid based on the specific cost impact resulting from contracting out. These potential cost impacts are presently being investigated by a number of departments across the RMOC. The private sector

proposals will then be evaluated against an in-house budget that will have been prepared for the duration of the contract.

Governing Principle 11: That the RMOC general administration allocation policy be recognized as a policy which is separate from and not related to the issue of whether the operation of a particular programme is conducted internally or by an external service provider.

Governing Principle 12: That the private sector proposals be evaluated against an in-house budget covering the term of the contract to determine the most cost effective means of delivering the services with due consideration to overall organizational changes and cost impact.

7.2 Capital Expenditures

Funding, planning and management of capital expenditures represent a significant element in the delivery of the WEPD services and programmes. For instance, WEPD is involved in the establishment of the sewer rehabilitation needs and associated construction work, in plant optimization and upgrades, in management of capital projects such as surface water quality short-term initiatives, biosolids studies and conceptual design of the Ottawa central storage tunnel. Since an in-depth knowledge of the operations is required to perform most of these functions, it is expected that the private sector would have a certain level of involvement in a contracted out situation. Issues with respect to financing and ownership of capital improvements remain to be resolved but should definitely take into consideration the benefits resulting from innovation opportunities. Similar decision will be required for capital expenditures whose purpose is to assist the private sector to market its services outside Ottawa-Carleton. In this case, consideration will also be given to the RMOC's ability to resume public operation or re-issue an RFP at the end of the contract term as well as the ability to service growth within Ottawa-Carleton.

Another important area of capital expenditures resides with the definition of "capital" in an operating environment. Where a \$10,000 equipment replacement within WEPD was typically funded through the operating budget, most private sector would consider as a capital expenditure the repair and replacement of equipment if it exceeds \$2,000 and if it extends the life of the equipment. This basic difference is important to be recognized since capital expenditures are typically expected to be funded by the municipality and as such would not be part of the guaranteed private sector cost proposal. This issue will be considered in developing the appropriate risk management limit during the development of the RFP document.

Governing Principle 13: That the RMOC retain the approval and first right of refusal for all capital investments and that the responsibility for these investments be based on the nature of the benefits.

8. TWO-STAGE PROCUREMENT PROCESS

While it is possible to initiate a public-private partnership process with the introduction of an RFP, it is often more cost effective and appropriate to have a two stage process, including both a Request for Qualifications (RFQ) and an RFP. This two stage process was used in the municipalities of Halton, York and Halifax. The pre-qualification step ensures that those retained have the necessary competence, financial resources and experience to deliver the services. In addition, short-listing the qualified bidders to a maximum of three respondents prevent unnecessary expenses of time and resources from those less qualified. This will have the benefit of increasing the odds of success for those retained, therefore making the decision to invest in the preparation of a proposal easier for a private company.

Although it is recognized that preparing a proposal is a costly process for the respondents, the use of the two-stage process demonstrates the RMOC's commitment to minimize costs to those potentially involved and, as such, proposal preparation costs should not be reimbursed.

Governing Principle 14: That a pre-qualification process be conducted and that a maximum of three respondents be retained for the Request for Proposal stage.

9. SCHEDULE

The schedule for the overall process will be finalized shortly after Council has approved the governing principles. However, based on the information available, it is anticipated that the submission, evaluation and final negotiations will take most of 1997, therefore resulting in a potential contract start date of January 1998. This schedule is consistent with the typical two years procurement time frame required to develop and negotiate a responsive service agreement in a competitive environment.

CONSULTATION

The public consultation process has not been carried out for the establishment of the governing principles since they are based on the RMOC organizational values and principles and as such, should not affect the quality of the services delivered to the public.

FINANCIAL IMPLICATIONS

The basis of this report is to propose principles to govern a potential public-private partnership in WEPD. Some of the core principles emphasize responsible long-range financial planning and a sound evaluation process between the private sector proposals and an in-house budget. With a clear objective of selecting the most cost effective approach, the process should result in positive financial implications for the Ottawa-Carleton community.

Approved by Nancy B. Schepers, P.Eng.

Annex (2)

GOVERNING PRINCIPLES

- 1. That the public-private partnership model considered be *affermage*, also known as contract operations.
- 2. That the process for evaluating the public-private partnership be conducted in a fair and transparent manner, with a single RMOC point of contact and a strict code of conduct that prohibits lobbying, conflict, collusion and unauthorized changes to principal members of a responding team.
- **3.** That a business unit approach be used in the Request for Proposal process to cover all functions that can be adequately defined and measured, including the collection and treatment of wastewater, the industrial waste programme, the surface water quality programme, the biosolids use programme, analytical services as well as facilities that are expected to become the responsibility of WEPD during the term of the agreement. Functions such as by-law enforcement and policy development would continue to be performed by the RMOC.
- 4. That services and programmes continue to be delivered in accordance with the values and principles that govern how the RMOC conducts its business, with the exception of compliance with RMOC procurement procedures by a private company.
- 5. That the potential liability associated with vested obligations of employees be recognized as a real cost during the evaluation of the cost proposals and that an appropriate amortization period for those costs be investigated.
- 6. That all labour relations legislation and collective agreement obligations be respected throughout this process and that efforts be made to minimize overall cost and disruption for the RMOC.
- 7. That compliance with all applicable legislation and regulations be ensured through a due diligence programme which includes reporting activities, contractual obligations and internal resources to monitor environmental, health and safety performance and contractual obligations.
- 8. That the compensation strategy be based on a lump sum plus variable fee and pass through components with equitable sharing of future savings and revenues.
- 9. That unforeseen costs or benefits resulting from legislative changes entitle either party to initiate negotiations for changes in compensation.
- **10.** That contractual provisions include a five year term with a termination clause for no cause and associated compensation for costs, as well as limits with respect to risks to the private sector.

- **11.** That the RMOC general administration allocation policy be recognized as a policy which is separate from and not related to the issue of whether the operation of a particular programme is conducted internally or by an external service provider.
- 12. That the private sector proposals be evaluated against an in-house budget covering the term of the contract to determine the most cost effective means of delivering the services with due consideration to overall organizational changes and cost impact.
- 13. That the RMOC retain the approval and first right of refusal for all capital investments and that the responsibility for these investments be based on the nature of the benefits.
- 14. That a pre-qualification process be conducted and that a maximum of three respondents be retained for the Request for Proposal stage.

ANNEX B

DISCUSSION PAPERS

- 1. Privatization Models
- 2. Types of Agreements
- 3. WEPD Functions and Services
- 4. Human Resources Issues
- 5. Financial Issues
- 6. Operation and Maintenance of Industrial Process Facilities
- 7. Request for Proposal Process
- 8. Municipal Framework
- 9. Legal Issues Confidential
- 10. Legal Opinion on Labour Relations Confidential

Please contact the Planning and Environment Committee Co-ordinator to view the discussion papers.