ONTARIO ROAD BUILDERS' ASSOCIATION

ORBA Submission to Borden Ladner Gervais LLP
RE: Expert Review of Ontario's *Construction Lien Act*

November 16, 2015

The Ontario Road Builders' Association (ORBA) is the voice of the road building sector in Ontario. Our members build the majority of provincial and municipal roads, bridges and transportation infrastructure across the province, and employ in excess of 30,000 workers at peak season.

On behalf of our members, ORBA is pleased to comment in response to the expert review of Ontario's *Construction Lien Act* conducted by Bruce Reynolds and Sharon Vogel on behalf of the Ministry of Attorney General and the Ministry of Economic Development, Employment and Infrastructure. ORBA members provided a number of comments regarding the effectiveness of the Act and suggestions on improving the Act. ORBA will also provide brief commentary on its own experience with dispute resolution and how our experience can be beneficial to the Review process.

ORBA members have a number of comments on the various issues being considered by the Review. The following although not a thorough clause-by-clause of the Review is some of the comments that have been brought to our attention by ORBA members:

Holdback and Substantial Performance

(a) Consider changing the amount of holdback (from the current 10%):

ORBA members have a number of comments in regards to holdback, including instead of holding up to 10% in cash value, an option of posting a 10% performance, labour and material bond should be made available – if the cost factor of the bond is substantially lower than the 10% financial value being held. ORBA members note that a change in either direction will create an industry wide financing and cash flow change. A reduced holdback creates a lower financing and cash flow burden for contractors and owners. From a practical perspective, a reduced holdback offers less immediately accessible protection for parties down the contracting and sub-contracting chain. For a large section of ORBA members, changes in the holdback are a double-edged sword because many members operate between large contractors and smaller sub-contractors, which mean they alternate between wanting the benefits and / or bearing the burdens of holdback issues.

(b) Consider increasing the number of dates for the release/early release of holdback, for instance on phased projects:

ORBA members are generally supportive of increasing the number of dates for the release and early release of holdbacks. Some would recommend the implementation of early release on phased projects, even if it is not a phased project with a suggestion of possibly releasing 5 percent as an early release (45 days from the last date the subcontractor was on the project), with remaining 5 percent after completion. Phased release of holdback could be useful, where each "phase" has its own definition of substantial performance. A staged release of holdback similar to the one employed in Saskatchewan would be useful. Retaining holdback until the end of the project transfers financing costs from

owners to contractors, from contractors to subcontractors and from subcontractor to their subcontractors and suppliers. Subcontractors who finish their work early in the project schedule may have to increase their subcontractor price significantly in order to be able to manage their cash flow. Projects of long duration should require the annual release of holdback. Some ORBA members do caution that administering partial releases of holdbacks might be administratively burdensome and would recommend that early release be implemented as an optional rather than a mandatory change. Other suggestions include release holdback at end of job, which is the status quo, but extend subcontractors lien rights to end of job to align to contractor.

(c) Consider making the release of holdback mandatory/automatic after expiration of lien rights, unless there has been early release of holdback

Mandatory holdback release would be in conflict with typical contractual provisions regarding retention and performance security. Construction contracts and subcontracts often permit the retention of amounts of cure defects and complete unfinished work (usually 150 – 200 percent of the estimated cost). Additionally, holdback is often used as a type of performance security. If holdback could not be used as performance security, owners and contractors may require additional retentions (or letters of credit or bonding), which could increase contract prices and could require greater financial strength of contractors and subcontractors. Therefore some proposals ORBA members had if mandatory release of holdback is implemented, it is subject to (a) a right of payers to continue to withhold amounts necessary to cure defects and complete work and (b) the right of parties to contract out the provision in order to efficiently arrange performance security. Some ORBA members also note that making the release of holdback mandatory or automatic after expiration of lien rights could be onerous for owners. Additionally, some ORBA members endorse mandatory release of holdback provided that the payor has not provided prior notice to the payee of a bona fide dispute.

(d) Consider eliminating the “holdback for finishing work”

Most ORBA members note that the finishing holdback is often irrelevant in practice and does not seem to advance an important policy goal.

(e) Consider revising the minimum requirements for substantial performance

ORBA members understand this concept well, so change at this point would be disruptive. Some ORBA members noted that “substantial performance” is a big issue under the current regime of one release date for holdbacks (other than finishing holdbacks) but would be less controversial if the system changed to more phased/partial release.

(g) Consider introducing a new requirement for a mandatory Certificate of Intention to Release Holdback

ORBA members believe that there is no need for new requirements.

Preservation, Perfection and Expiry of Liens

(a) Consider whether the mechanics of preservation and perfection require any changes

ORBA members believe that the amount of time allotted for preservation and perfection of a lien is insufficient since very few people actually pay in 30 days. From a creditor perspective determining whether to issue a construction lien or not by day 40 from the last date of supply is a very difficult decision to make. Almost every creditor/subcontractor knows it is unlikely the creditor/subcontractor will be paid within Net 30 day term but very likely within 60 days. Change the 45 day to 90 day from last date of supply is more practical from a credit perspective. Having the ability to lien within 90 days would mean perfecting by 135 days (90 + 45days from last date of supply). Changing 45 to 60 would not work, ideally ORBA members believe it should be changed to 90 days.

(c) Consider the effect of posting security and vacating liens of lien claims (s. 44 of the Act)

ORBA members note that this may help in malicious lien actions.

Preservation

(a) Consider the length of the preservation period

ORBA members note that the information package states that Ontario's deadlines are shorter than those of other jurisdiction. That being the case, it seems logical to extend the deadlines to give smaller operators more time to get invoices in order. Operators down the subcontracting chain are often reluctant to use liens (at 45 days) for fear of damaging business relationships. Allowing smaller contractors more time to chose whether to lien or not will prove them with needed flexibility. ORBA members do however caution that extending the lien deadlines may provide incentives for some companies who are already slow to pay.

(b) Consider the impact of written notices of lien

Some ORBA members note that the Review should consider eliminating the right to provide a written notice of an unregistered lien. The written notice creates a serious obligation (withholding by upstream payer) without formal legal action (registration). Liens can be registered in a timely manner and are less subject to abuse. Some ORBA members do, however, believe that written notices have the

potential to cut down the number of liens and legal proceedings. Some ORBA members note that no lien should ever be released unless suppliers have been paid and that “bonding off” should not be allowed.

(c) Consider the introduction of mandatory certification of subcontractor completion rather than the elective option currently provided for under Section 33 of the Act

Mandatory certification of subcontract completion should be considered in light of a requirement for annual release of holdback. If annual releases are required, certification of subcontract completion is not nearly as important. The difficulty with requiring certification of completion of a subcontract is that the payment certifier under the contract or owner must be familiar with the scope of work and performance of the subcontract, even though they are not involved at all in the administration of the subcontract. Annual releases of holdback for everyone in the contractual chain would avoid this difficulty.

(d) Consider mechanisms to avoid potential abuse of lien rights

The exaggerated lien damages prescribed by the *Act* are largely ineffective in that a contractor’s or owner’s damages are often difficult to prove. Mandatory cost awards against the party who registered an exaggerated liens, irrespective of whether the lien action is successful, could be an effective deterrent.

The information package suggests that lawyers could be required to certify that reasonable inquires were made to ensure reasonable/bona-fide lien claims/amounts. This would be extremely easy to implement under Ontario’s electronic registration system. This may fit with extending the times within which lien claimants have to preserve/perfect their liens, as far as requiring that they provide more diligent information to their lawyers.

(e) Consider lien registration issues vis-à-vis specific types of properties

Generally, the registration of liens on linear projects, such as roads and rail right of way is problematic. Although the *Act* provides certain exceptions, not all parcels of land on a road project, for example, will be in the road right of way. Additionally, there have been concerns in respect of subdivisions plans and lots that benefit from the construction of new subdivision road systems.

<u>Perfection</u>

(a) Consider the potential burden that the requirement to perfect within a relatively short time imposes on the court system

ORBA members note that court system cases involve long process time and finding ways to avoid the court system should be found, possibly by mediation within a specific time frame. This should be tied in with the possibility of changing

45 days to 90 days to lien. Court action should only be taken if all other avenues have been exhausted first.

Some ORBA members note that contractors and owners must have certainty of claims being brought against them. The time frame should be maintained and notice of perfection should be mandatory (while service of the originating process timelines may be maintained).

(b) Consider an alternatives or changes to the perfection requirements

ORBA members suggest possibly looking into an expanded use of mediation and arbitration in advance or in lieu of courts, which is something that has been taking place in other contexts.

(c) Consider the length of the perfection period

ORBA members would like to see the perfecting time line increased from the current status. Many members consider the current 45 days being a relatively short period for companies, especially small contractors, to get organized enough to meet the requirement of issuing a statement of claim. Some suggestions included changing the perfecting period to either 90 or 135 days.

Expiry under section 37 of the Act

(a) Consider whether the two year limitation is appropriate

ORBA members believe that the current two year limitation period to determine whether to make use of the courts is efficient.

Request for Information pursuant to section 39 of the *Act*

(a) Consider whether further clarity is required in relation to what information is required to be produced in response to a section 39 request for information for various participants

In addition to what information is already made available, some ORBA members believe that copies of all statutory declarations issued by the contractor should be provided to the party making the inquiry.

Prompt Payment or Timely Payment for Construction Work

(a) Consider the causes of payment delays and how they can be addressed in the Act or other legislation, including the potential effect of prompt payment provisions on the principle of "freedom of contract"

Prompt payment provisions need to take into account a wide variety of contracting parties and commercial realities. Prompt payment provisions should

respect the commercial agreement of the parties to the extent possible. ORBA members note that in the UK[1] and the US[2] prompt payment acts, for example, focus on the number of days that the owner or contractor has to make payment after submission and approval of an invoice in accordance with the terms of the negotiated contract. They do not impose an obligation to make monthly payments (although in certain cases monthly payments are the default rule) or get into the complex matter of valuing such payments. This is left to the parties to contract who are best positioned to do so.

In regards to entitlement to payment, including the timing and value of payments, that should be determined by contract. The valuation of interim payments is inherently difficult because there is no final product. Parties must have the ability to agree on milestone payments, lump-sum payment, schedules of values for progress payment, etc. The conditions for payment should be determined by contract. In the interest of good project management, owners and contractors want the ability to set their own documentation requirements, such as the format and content of monthly reports, works schedules, health and safety plans, delivery of performance security, insurance and WSIB certificates, CCDC 9A/9B, etc. Other important requirements may be substantive, such as being in compliance with environmental laws, not being in default under the contract, having vacated any construction liens on title, etc. Some ORBA members see no reason to limit the parties' freedom to agree on entitlement to payment and the conditions of payment. This is consistent with UK, Australian[3] and most US legislation and permits that co-existence of prompt payment provisions with the freedom of contract.

Prompt payment provisions could usefully provide default rules for the timing for approval of (or objection to) invoices and for making payments after submission of an invoice and the requirement to put objections in writing. However, it should be clear that the parties maintain the ability to retain or set-off amounts where permitted under the contract, such as for incomplete or defective work, indemnified claims, liquidated damages, etc., provided that written notice of the reasons for the retention or set-off is given in a timely manner and before the payment would otherwise become due.

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[1] *Construction Act* (UK) (being Part 2 of *Housing Grants, Construction and Regeneration Act 1996*, as amended by Part 8 of *Local Democracy, Economic Development and Construction Act 2009*

[2] (Public contracts) *New York State Finance Law* §§ 139-f, 179-f (pt. of Art. 11-A)
(Local government contracts) *New York General Municipal Law* § 106-b
(Private contracts) *New York Prompt Payment Act* (*General Business Law* Art. 35E)
(Private contracts) *California Business & Professions Code* § 7108.5; *California Civil Code* § 8800
(Public contracts) *California Civil Code* § 8802; *California Public Contract Code* §§ 10261.5; 10262; 10853
(Public contracts) Fla. Stat. §§ 215.44, 255.073, 255.076, 337.141
(Local government contracts) *Florida Prompt Payment Act* (Fla. Stat. §§ 218.70 et seq)
(Private contracts) Fla. Stat. §§ 713.346, 715.12

[3] *Building and Construction Industry Security of Payment Act 1999*, as amended by the *Building and Construction Industry Security of Payment Amendment Bill 2013*

Some ORBA members recommend the rejection of compulsory 30 day payment terms and note that industry must retain freedom of contract with the focus being on interest and improving dispute resolution.

(b) Consider making the release of holdback mandatory/automatic after the expiration of lien rights

Mandatory holdback release would be in conflict with typical contractual provisions regarding retentions and performance security. If the general contractor has not been paid their holdback portion and it becomes mandatory/automatic for the release of holdback to the material supplier/subcontractor, the general contractor could potentially be paying out personally the holdback or possible from the holdback from the project.

Construction contracts and subcontractors often permit the retention of amounts to cure defects and complete unfinished work (usually 150 – 200 percent of the estimated cost). Holdback is often used as type of performance security. If holdback could not be used as performance security, owners and contracts might require additional retentions (or letters of credit or bonding), which could increase contract prices and would require greater financial strength of contractors and subcontractors.

ORBA members propose, that if mandatory release of holdback is implemented, it is subject to (a) a right of payers to continue to withhold amounts necessary to cure defects and complete work and (b) the right of parties to contract out the provision in order to efficiently arrange performance security.

(d) Consider the applicability and/or adaptability of any prompt payment provisions to different types of contracts

The Review should consider whether specific types of contracts and subcontracts between private-sector parties should not be subject to prompt payment provisions, such as any contract or subcontract over a certain threshold (e.g., $5 million).

(e) Consider whether “pay-when-paid” and/or “paid-if-paid” clauses should be made unenforceable

Currently, “pay-when-paid” and “paid-if-paid” are contractual clauses that are negotiated between parties and the clauses depend on each party to negotiate.

It has been recommended improving owner financial disclosure to enable all parties to perform due diligence.

Ultimately, most ORBA members note that depending on what side of the fence you are on, these clauses can and cannot benefit you. From a credit perspective these clauses have a positive impact on contractors and a negative impact on

subcontractors because the owner's credit risk is passed on. If a contractor fails to do their due diligence in checking on the credit worthiness of an owner, their credit becomes everyone's problem.

Proof of financing

(a) Consider introducing access to proof of financing rights for owners, contractors and subcontractors.

This option should be made available for all levels within the project. However, this is probably not relevant to contractors and subcontracts, as they generally use monthly payments to finance payments to subcontractors and suppliers.

Trust provisions

(a) Review and consider either eliminating or clarifying and strengthening the requirements of the trust provisions in the Act

Trust provisions should not be eliminated and should be strengthened to make owners, officers, directors, shareholders more accountable and ensure that proper rules are followed. However, other members caution that the if the trust provisions are strengthened, the Act needs to be much clearer about how trust funds can be used so that owners, officers, directors and shareholders have a clear understanding of what they need to do to be in compliance with the Act. Some, ORBA members suggest a mandatory holdback trust account to be established to protect the funds in question to ensure that they end up with the intended person.

(b) Consider introducing a mandatory holdback trust account or a mandatory project bank account

ORBA members are generally supportive of this idea, but are cautious about the financing burden and cost of this initiative if applied to contractors and subcontractors. However, ORBA members see benefit in this including that it would place the responsibility to finance holdback clearly on the owner (rather than financing only 90 percent of the contract price) and it would do a great deal to clarify the owners' trust obligations.

Contractors' and subcontractors' trusts are more problematic as the Act is not clear which uses can be made of trust funds, other than paying for lienable supply and which uses are "inconsistent with the trust". For instance, contractors and subcontractors should be able to pay for both project-specific and general office overhead expenses out of trust funds as they depend on contract revenue to pay for such expenses.

From a credit perspective the project funds are trust fund for the benefit of all parties involved in the project. The funds should not be co-mingled with the

company's general bank account. Financial institutions and Canada Revenue Agency should be barred from "scooping" these trust funds from the account in order to reduce their financial risk with their customer. ORBA members also recommend separate trust accounts at owner level, not at the general contractor/subcontractor level with accounts being administered by owner, following the BC model.

(c) Consider the effectiveness of the trust provisions, the remedies and the actual chances of recovery they afford creditor contractors, subcontractors and suppliers, including in the context of bankruptcy of a debtor owner, contractor or subcontractor

The strength of the trust provisions needs improvement in order to be more effective, from a credit perspective past experience has shown there is not a lot of weight behind the trust provisions.

<u>Interrelationship with Insolvency Legislation</u>

(b) Consider any potential statutory mechanism to regulate stay proceedings in the face of registered liens

BIA and CCAA orders should not preclude registration of liens or render such liens nullities. Issues with liens registered subsequent to such orders can be managed through a ranking of priorities. It is not reasonable that lien claimants lose their lien rights by operation of the terms of an order of which they were not aware and not provided notice.

(c) Consider Canada Revenue Agency's super priority

ORBA members believe that super priority should not be allowed.

<u>Priorities</u>

(b) Consider whether or not a new obligation should be imposed on mortgagees to expressly identify, as a pre-condition to registration, whether the mortgage is intended to finance the acquisition of the property or construction on the property (or both)

ORBA members believe this would be helpful and that mortgagees should be required to clearly outline what the financing is for. However, ORBA members note that this is already a pretty easy determination to make from the name of the mortgagee/lender and/or interest rate and other fundamental terms disclosed in a registered mortgage.

<u>Public-Private Partnerships ("PPP")</u>

(a) Consider the application of the Act in relation to such projects

The greatest challenge on a P3 project is its duration. The annual and phased releases of holdback would allow this issue to be managed.

(b) Consider aligning the definitions and structure of the Act with the PPP projects delivery system

The definition of "owner" should be extended to include the special purpose vehicle, or "Project Co", on a P3 project. In practice, this is assumed to be the case by many public owners and concessionaires. The definition of "owner" seems appropriate given that the entirely of the design and construction obligations are subcontracted in a typical P3 project and Project Co is the entirety who is responsible for arranging the financing of the project.

Non-Waiver

(a) Consider allowing waiver of lien provisions

Waiver of lien provisions would aid in the early resolution of disputes, where contractors and owners can more comfortably enter into release and settlement agreement knowing that no stranded liabilities will remain for the matters resolved. In addition, waiver could be drafted to clarify that the lien is waived in respect of the resolved claim only, and that the underlying lien is not extinguished. Some ORBA members do caution that lien waiver provisions would result in an increased administration burden.

Bidder Exclusion Provisions

ORBA firmly believes that presence of or exercise of Bidder Exclusion Provision violate the right of access to the courts which is a constitutionally protected right, as well as a right protected under the common law, such that it would be over-turned upon juridical review. Access to justice is a fundamentally important common law right within the Canadian legal system and bidder exclusion provisions restrict the access of contractors to the court.

In recent legal report to ORBA, it was noted that there is a good argument that the exercise of the Exclusion Provision as a result of legal proceedings that a contractor is engaged in or has commenced is implicitly punitive and, more importantly, its exercise would violate the right of access to the courts which is a constitutionally protected right, as well as a right protected under common law, such that it would likely be overturned on judicial review. [4]

In its 2014 decision of *Vilardell v. Dunham*, the Supreme Court of Canada has reiterated the importance of the common law right of reasonable access to civil justice. Justice Cromwell stated that "courts in Canada and the United Kingdom have recognized the existence of this right", i.e. the common law right of

[4] Supplemental BLG Report to ORBA dated January 21, 2013, pg.3

reasonable access to justice[5]. Justice Cromwell also stated that this right of reasonable access is widely accepted and "may only be abrogated by clear statutory language"[6]. Simply put, access to justice is a fundamental common law right in Canada and the Exclusion Provisions violates this right.

In the case of *Fabrikant,* the Federal Court considered access to justice issues and the right of access to the courts in the context of a fee waiver for a self-represented litigant. The Federal Court balanced the two competing principles of the right of access to the court and the need to charge fees for services rendered. The court stated that while the right of access is not untrammeled and absolute, it is a principle the court must keep in front of mind. Specifically, "it is one of the foundational pillars protecting the rights and freedoms of our citizens"[7].

In another recent decision, the Supreme Court of Canada in *Hryniak v. Mauldin* performed a detailed analysis of the necessary cultural shifts in respect of access to civil justice. There, Justice Karakatsanis reiterated the principle goal of access to justice as being a "fair process that results in a just adjudication of disputes"[8].

The rule of law is a fundamental legal concept that is legally applicable to access to justice, particularly under the exercise of public authority. While the rule itself consists of often unwritten principles, the Supreme Court of Canada in *Vilardell* did identify three elements, including *inter alia* that: "The exercise of all public power must find its ultimate source in a legal rule". In her remarks given at the 6th Annual Conference of the Council of Canadian Administrative Tribunals Chief Justice Beverly McLachlin similarly emphasize this requirement, and stated the following:

> "The rule of law requires that all official power be exercised within the framework of the law – fairly, reasonably and in accordance with the powers duly conferred on the body exercising them. The challenge is ensuring this is the modern regulatory state."

In the context of determining the standard of review in respect of an administrative decision, the Supreme Court has also stated that "respect for the rule of law requires that a court not uphold an administrative decision that is irrational, arbitrary, or untenable." Given that the Exclusion Provision threatens access to justice and carries the potential for arbitrary decisions, there is a good argument that it could be found to threaten the rule of law. Additionally, given the questionable enforceability of the Exclusion Provision, its real value is in its "chilling" effect as an implicit threat facing any contractor pursuing a claim[9]. ORBA believes that the Exclusion Provision unfairly precludes contractors from effectively pursuing legitimate claims and such provision would be subject to

[5] BLG Opinion Letter January 2015, pg. 5
[6] Ibid, pg. 6
[7] Ibid
[8] Ibid
[9] Supplemental BLG Report to ORBA dated January 31, 2013, pg. 3

challenge on the basis that it represents a denial of access to the court. The rule of law is a fundamental to the justice system in Canada, and as stated by the Supreme Court in *Vilardell:* "there cannot be a rule of law without access, otherwise the rule of law is replaced by a rule of men and women who decide who shall and who shall not have access to justice"[10]. The decisions referenced above by the Supreme Court of Canada indicate that respect for the rule of law requires, *inter alia,* that courts do not uphold arbitrary administrative decisions, that parties are not to be deprived of access to he courts and that any exercise of power is done so fairly, reasonably, and in accordance with the law.

Therefore, ORBA recommends that the Province of Ontario regulates the removal of legal Exclusion Provisions that have been utilized by public sector owners. There are many public owners, including municipalities, across the province of Ontario which have Exclusion Provisions in their procurement practices. The only way to ensure fairness, transparency and accountability is to reaffirm unfettered access to courts as a fundamental right enshrined in the Charter of Rights and Freedoms.

<u>Alternative Dispute Resolution</u>

(b) Consider introducing an adjudication mechanism for construction disputes in Ontario

ORBA members note that if this adjudication mechanism is a way to speed up the resolving of construction disputes, then it should be considered.

(c) Consider providing for mandatory mediation of lien actions

ORBA members note that if mandatory mediation of lien actions is a way to speed up the resolving of construction liens, then it should be considered.

(d) Consider providing for an arbitration mechanism for construction disputes in Ontario

ORBA members believe that if arbitration is a way to speed up the resolving of construction liens, then it should be considered.

<u>Surety bonds and default insurance</u>

(a) Consider requiring labour and material payment bond sureties to promptly pay undisputed amounts

Bond sureties should be required to promptly pay undisputed amounts without the need to sue. This may assist in bringing a quick resolve to the disputed

[10] Ibid, pg. 15

amounts – e.g., why hold up to 100 percent when the disputed amount represents 15 percent or less.

(c) Consider mandatory labour and material payment bonding of all public projects

All public projects of a certain size should require labour and material bonds. Some members are concerned with the duplication between labour and material bonds and statutory holdback.

(e) Consider providing for the electronic delivery of surety bonds

The electronic delivery of surety bonds would be more efficient than the current method.

Miscellaneous

(c) Consider utilizing security for costs to award interest

The right to collect interest should be allowed, if a material supplier/subcontractor has to finance the receivable until the issuance of payment is resolved then interest should be allowed.

(d) Consider clarifying the application of liens to subdivision lots

One lien against the parcel of land should be sufficient.

(e) Consider instituting a periodic review of the Act on a go forward basis

Every five years a review of the Act should be conducted.

In terms of the issue of alternative dispute resolution procedures, ORBA has worked extensively over the past few years to develop a fair and comprehensive dispute resolution process including the introduction of independent referee process with the Ministry of Transportation. The process aims to address disputes at the lowest and earliest levels and is not payment specific. ORBA's experience with the Ministry has created a strong template which can be used to duplicate and to create an effective dispute resolution system on a wider scale.

The issues reviewed by this Review represent crucial industry concerns. ORBA is pleased to see that the Review is giving special considerations to different sectors of the construction industry as well as different types of contracts models used in each of those settings. Any legislative approach being developed should not be a "one size fits all" and should consider the various nuances within the industry.

ORBA appreciates the opportunity to be involved in the Review and to provide feedback. Please do not hesitate to contact us if there are any additional questions.