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Order F16-49

**MINISTRY OF TECHNOLOGY, INNOVATION
AND CITIZENS' SERVICES**

Celia Francis
Adjudicator

December 5, 2016

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Summary: A journalist requested attachments to the contract between Plenary Justice Okanagan and the Ministry of Technology, Innovation and Citizens' Services for the design, construction, financing and maintenance of the Okanagan Correctional Centre. The adjudicator found that s. 21(1) (harm to third-party business interests) did not apply to the information in the attachments because it was not "supplied" but negotiated. The adjudicator ordered the Ministry to disclose the attachments to the journalist.

Statutes Considered: *Freedom of Information and Protection of Privacy Act*, 21(1)(a)(ii), 21(1)(b), 25(1)(b).

Authorities Considered: B.C.: Order F11-10, 2011 BCIPC 13 (CanLII); Investigation Report F15-02, 2015 BCIPC 30 (CanLII); Order 02-38, 2002 CanLII 42472 (BC IPC); Investigation Report F16-02, 2016 BCIPC 36 (CanLII); Order 03-02, 2003 CanLII 49166 (BC IPC); Order 03-15, 2003 CanLII 49185 (BC IPC); Order 01-39, 2001 CanLII 21593 (BC IPC); Order 01-36, 2001 CanLII 21590 (BC IPC); Order F08-03, 2008 CanLII 13321 (BC IPC); Order 03-15, 2003 CanLII 49185 (BC IPC); Order 00-22, 2000 CanLII 14389 (BC IPC); Order F05-05, 2005 CanLII 14303 (BC IPC); Order F13-06, 2013 BCIPC 6 (CanLII); Order F13-07, 2013 BCIPC 8 (CanLII); Order F15-53, 2015 BCIPC 56 (CanLII); Order F16-17, 2016 BCIPC 19 (CanLII); Order 04-06, 2004 CanLII 34260 (BC IPC); Order F13-19, 2013 BCIPC 26 (CanLII); Order F12-13, 2012 BCIPC 18 (CanLII); Order F10-06, 2010 BCIPC 9 (CanLII); Order F07-06, 2007 CanLII 9597 (BC IPC); Order 01-39, 2001 CanLII 21593 (BC IPC); Order F14-28, 2014 BCIPC 31 (CanLII); Order F13-22, 2014 BCIPC No. 4 (CanLII); Order F08-22, 2008 CanLII 70316 (BC IPC);

Order F14-01, 2014 BCIPC 1 (CanLII); Order F14-04, 2014 BCIPC No. 4 (CanLII); Order F16-31, 2016 BCIPC 34 (CanLII); Order F15-03, 2015 BCIPC 3 (CanLII).

Cases Considered: *Clubb v. Saanich (District)*, 1996 CanLII 8417 (BCSC); *Jill Schmidt Health Services Inc. v. British Columbia (Information and Privacy Commissioner)*, 2001 BCSC 101; *Canadian Pacific Railway v. British Columbia (Information and Privacy Commissioner)*, 2002 BCSC 603; *K-Bro Linen Systems Inc. v. British Columbia (Information and Privacy Commissioner)*, 2011 BCSC 904.

INTRODUCTION

[1] This order arises out of a journalist's request to the Ministry of Technology, Innovation and Citizens' Services ("Ministry") under the *Freedom of Information and Protection of Privacy Act* ("FIPPA") for copies of six attachments to the Province's contract with Plenary Justice Okanagan ("Plenary") to design, build, finance and maintain the Okanagan Correctional Centre ("OCC"): Schedules 8 and 15; Appendices 2F, 8A, 8B and 8C.¹

[2] The Ministry disclosed copies of the requested records, withholding some information under s. 17(1) (financial harm to public body) and s. 21(1) (harm to third-party interests) of FIPPA. The journalist asked the Office of the Information and Privacy Commissioner ("OIPC") to review the Ministry's decision to withhold information. Mediation by the OIPC did not resolve the matter and it proceeded to inquiry.

[3] While the inquiry was underway, the Ministry reconsidered its decision after consulting with Plenary, the third party. As a result, the Ministry withdrew its application of s. 17(1). The Ministry also told Plenary that it had decided that s. 21(1) applies only to Schedule 15.² Plenary asserted that s. 21(1) also applied to information in Appendix 2F. The Ministry later disclosed complete copies of all the requested records except Schedule 15 and Appendix 2F to the journalist.³

ISSUE

[4] The issue before me is whether the Ministry is required by s. 21(1) to refuse the applicant access to the withheld information. The Ministry acknowledged that it has the burden under s. 57(1) of FIPPA of proving that the journalist is not entitled to have access to Schedule 15. Plenary, as the party resisting disclosure of Appendix 2F, has the burden of proof under s. 57(3)(b) regarding this record.

¹ The journalist earlier received a copy of the contract ("Project Agreement") itself.

² See letter of March 30, 2016, copied to the journalist.

³ See letter of June 21, 2016.

DISCUSSION

Background

[5] In April 2014, the Government of BC awarded a contract (“Project Agreement”) to Plenary to design, build, finance and maintain the OCC over a 32.5 year period. This period includes approximately 2.5 years for construction of the OCC, projected for completion by September 2016.⁴

Records in dispute

[6] The information in issue here is the withheld information in Schedule 15 and Appendix 2F to the Project Agreement:

- **Appendix 2F:** A six-page chart of the “draft initial project schedule” (“draft schedule”) for the construction of the OCC. The Ministry disclosed the columns listing the various tasks involved in the construction of the OCC (e.g., design development, construction mock-up, landscaping) and the proposed number of days needed to complete each task. It withheld the columns showing the proposed start and finish dates for each task.
- **Schedule 15:** A 587-page spreadsheet that includes a breakdown of the projected costs for the OCC project (“financial model”). The Ministry disclosed the cover page and withheld the rest of this record in its entirety.

[7] Both Plenary and the Ministry argued that s. 21(1) applies to Schedule 15. Plenary argued that s. 21(1) also applies to the information withheld in Appendix 2F.

Late raising of s. 25(1)(b) (public interest override)

[8] The journalist argued in his initial submission that release of the information “on the true cost of the OCC” and the construction schedule is “clearly in the public interest” under s. 25(1)(b) because the public are paying for the OCC. In his view, the public should be able to see an actual schedule of payments, totalling millions of dollars, to determine what they are spending and whether they are getting good value.⁵

[9] The Ministry and Plenary noted that s. 25(1)(b) was not listed as an issue in the Notice for this inquiry. Both said that, in any case, project costs have already been publicly disclosed, including the construction cost (\$192 million)

⁴ According to the Partnerships BC website, the construction phase of the OCC was completed on September 30, 2016: <http://www.partnershipsbc.ca/projects/operational-complete/okanagan-correctional-centre-project/>

⁵ Journalist’s initial submission, para. 15.

and annual service payments (\$154.4 million). The Ministry also noted that it has disclosed the monthly payment schedule for annual service payments and provincial contributions (Appendix 8C).⁶ The Ministry and Plenary argued that disclosure of the withheld information is therefore not required under s. 25(1)(b).

[10] Past orders have said that a party may raise a new issue at the inquiry stage only if given permission to do so.⁷ The journalist did not raise s. 25 during mediation of this review and it was not listed as an issue in the fact report and notice of inquiry that the OIPC issued to the parties at the start of this inquiry. The journalist also did not seek permission to add this issue to the inquiry. He also did not provide any explanation as to why he did not raise it until this late stage or why he should be permitted to do so now.

[11] I have nevertheless considered the journalist's arguments that disclosure of the OCC project costs is "clearly in the public interest." Section 25(1)(b) reads as follows:

25(1) Whether or not a request for access is made, the head of a public body must, without delay, disclose to the public, to an affected group of people or to an applicant, information

...

(b) the disclosure of which is, for any other reason, clearly in the public interest.

[12] Section 25(1)(b) overrides all of FIPPA's discretionary and mandatory exceptions to disclosure. Consequently, there is a high threshold before it can properly come into play.⁸ Previous orders have explained this concept as follows: "... the duty under section 25 only exists in the clearest and most serious of situations. A disclosure must be, not just arguably in the public interest, but *clearly* (*i.e.*, unmistakably) in the public interest ..."⁹ More recently, former Commissioner Denham expressed the view that "clearly means something more than a 'possibility' or 'likelihood' that disclosure is in the public interest." She added that s. 25(1)(b) "requires disclosure where a disinterested and reasonable observer, knowing what the information is and knowing all of the circumstances, would conclude that disclosure is plainly and obviously in the public interest."¹⁰

⁶ Ministry's reply submission, paras. 2-3. Plenary's reply submission, paras. 13-14. The Ministry disclosed Appendix 8C after the journalist provided his initial submission.

⁷ See, for example, Order F11-10, 2011 BCIPC 13 (CanLII), at paras. 16-19. See also orders cited at footnote 4 of this order.

⁸ See Investigation Report F15-02, 2015 BCIPC No. 30, pp. 28-29.

⁹ Order 02-38, 2002 CanLII 42472 (BC IPC) at para. 45, emphasis in original.

¹⁰ Investigation Report F16-02, 2016 BCIPC 36 (CanLII), pp. 26-27.

[13] I accept that the public has an interest knowing how much the OCC project is costing taxpayers. However, “‘public interest’ is not merely that which the public may be interested in learning or defined by public curiosity.”¹¹ I also accept that considerable information on the various OCC project costs, including the payment schedule in Appendix 8C, has been disclosed publicly. My review of the withheld information does not suggest to me that its disclosure is “plainly and obviously in the public interest.” Therefore, in my view, s. 25(1)(b) does not come into play in this case.

Harm to third-party interests

[14] The relevant parts of s. 21(1) of FIPPA read as follows:

- 21(1) The head of a public body must refuse to disclose to an applicant information
- (a) that would reveal
 - ...
 - (ii) commercial, financial, labour relations, scientific or technical information of or about a third party,
 - (b) that is supplied, implicitly or explicitly, in confidence, and
 - (c) the disclosure of which could reasonably be expected to
 - (i) harm significantly the competitive position or interfere significantly with the negotiating position of the third party,
 - ...
 - (iii) result in undue financial loss or gain to any person or organization, ...

[15] Previous orders and court decisions have established the principles for determining whether s. 21(1) applies.¹² All three parts of the s. 21(1) test must be met in order for the information in dispute to be properly withheld. First, the party resisting disclosure must demonstrate that disclosing the information in issue would reveal commercial, financial, labour relations, scientific or technical information of, or about, a third party. Next, it must demonstrate that the information was supplied, implicitly or explicitly, in confidence. Finally, it must demonstrate that disclosure of the information could reasonably be expected to cause one of the harms set out in s. 21(1)(c). In assessing the parties’ arguments on s. 21(1), I have taken this approach, which is set out in previous orders and court decisions.

¹¹ Investigation Report F15-02, 2015 BCIPC 30 (CanLII), p. 30. See also *Clubb v. Saanich (District)*, 1996 CanLII 8417 (BCSC).

¹² See, for example, Order 03-02, 2003 CanLII 49166 (BC IPC), Order 03-15, 2003 CanLII 49185 (BC IPC), and Order 01-39, 2001 CanLII 21593 (BC IPC).

Is the information “financial, technical or commercial information”?

[16] The Ministry argued that the information in Schedule 15 is commercial information.¹³ Plenary argued that the information in Appendix 2F and Schedule 15 is its financial, technical and commercial information.¹⁴ The journalist did not explicitly address the nature of the withheld information, although he acknowledged that it includes the precise costs and construction schedule for the OCC project.¹⁵

[17] FIPPA does not define “commercial”, “technical” or “financial information.” However, previous orders have found the following:

- “commercial information” relates to commerce, or the buying, selling, exchange or providing of goods and services; the information does not need to be proprietary in nature or have an actual or potential independent market or monetary value.¹⁶
- hourly rates, global contract amounts, breakdowns of these figures, prices, expenses and other fees payable under contract are both “commercial” and “financial” information of or about third parties.¹⁷
- “technical information” is information belonging to an organized field of knowledge falling under the general categories of applied science or mechanical arts.¹⁸

[18] The withheld information reveals the construction services that Plenary is providing under the Project Agreement, including the scheduling and phasing of those services. It also consists of the contract price and capital costs related to the OCC project and the financial structure underlying the project. I find that the withheld information is both “commercial” and “financial” information of or about

¹³ Ministry’s initial submission, paras. 4.13-4.15.

¹⁴ Plenary’s initial submission, para. 10.

¹⁵ Journalist’s initial submission, para. 4.

¹⁶ See Order 01-36, 2001 CanLII 21590 (BC IPC) at para. 17, and Order F08-03, 2008 CanLII 13321 (BC IPC) at para. 62.

¹⁷ For example, Order 03-15, 2003 CanLII 49185 (BC IPC) at para. 41, Order 00-22, 2000 CanLII 14389 (BC IPC) at p. 4, Order F05-05, 2005 CanLII 14303 (BC IPC) at para. 46, Order F13-06, 2013 BCIPC 6 (CanLII) at para. 16, Order F13-07, 2013 BCIPC 8 (CanLII) at para. 36, Order F15-53, 2015 BCIPC 56 (CanLII), at para. 11, and Order F16-17, 2016 BCIPC 19 (CanLII), at para. 24. In Order 04-06, 2004 CanLII 34260 (BC IPC), at para. 36, former Commissioner Loukidelis found that such information was also “about” the public body.

¹⁸ See, for example, Order F13-19, 2013 BCIPC 26 (CanLII), at para. 12, Order F12-13, 2012 BCIPC 18 (CanLII), at para. 11, Order F10-06, 2010 BCIPC 9 (CanLII), at para. 35, and Order F07-06, 2007 CanLII 9597 (BC IPC), at paras. 26-29. These orders have also said that the term “technical information” is difficult to concisely define, but usually involves information prepared by a professional with the relevant expertise, and describes the construction, operation or maintenance of a structure, process, equipment or entity.

Plenary, as past orders have interpreted these terms. Given this finding, I do not need to consider whether the withheld information is also “technical” information.

Was the information “supplied in confidence”?

[19] The next step is to determine whether the information in issue was “supplied, implicitly or explicitly, in confidence.” The information must be both “supplied” and supplied “in confidence.”¹⁹

“Supplied”

[20] B.C. orders have consistently found that information in an agreement or contract does not normally qualify as “supplied” for the purposes of s. 21(1)(b), because the information is the product of negotiations between the parties. This is so, even where the information was subject to little or no back and forth negotiation. There are two exceptions to this general rule:

- where the information the third party provided was “immutable” – and thus not open or susceptible to negotiation – and was incorporated into the agreement without change; or
- where the information in the agreement could allow someone to draw an “accurate inference” about underlying information of, or about, a third party that had been supplied in confidence but which does not expressly appear in the agreement.²⁰

Parties’ submissions

[21] Plenary and the Ministry both argued that the withheld information in Schedule 15 was “immutable” and therefore “supplied” for the purposes of s. 21(1)(b). Plenary made the same argument about the withheld information in Appendix 2F.²¹ The journalist did not explicitly address this issue.

[22] **Schedule 15** — The Ministry said that the proponents were first invited to make a technical submission and that those who met the criteria for that phase were invited to make a financial submission, which included a financial model.

¹⁹ See Order 01-39, 2001 CanLII 21593 (BC IPC), at para. 26, for example. See also Order F14-28, 2014 BCIPC 31 (CanLII), at paras. 17-18.

²⁰ See, for example, Order 01-39, at para. 45, and Order F13-22, 2014 BCIPC No. 4 (CanLII) at para. 17. Key judicial review decisions have confirmed the reasonableness of this approach. See Order F08-22, at para. 58, referring to *Jill Schmidt Health Services Inc. v. British Columbia (Information and Privacy Commissioner)*, 2001 BCSC 101, *Canadian Pacific Railway v. British Columbia (Information and Privacy Commissioner)*, 2002 BCSC 603, and *K-Bro Linen Systems Inc. v. British Columbia (Information and Privacy Commissioner)*, 2011 BCSC 904.

²¹ Neither Plenary nor the Ministry argued that disclosure of the information in issue would allow the drawing of an accurate inference of underlying confidentially supplied information.

The Ministry said that the withheld information in Schedule 15 refers to Plenary's costs in completing the OCC project, information that, the Ministry said, is not "by its nature, subject to negotiations." The Partnerships BC project director who assisted the Ministry in evaluating the proposals for the OCC project deposed that "an authority (here, the Ministry) would not, practically speaking, try and 'negotiate' the terms of a financial model." He went on to say that "in my experience, an authority does not seek to negotiate the content of a financial model during the financial stage of the evaluation process." "At most", he said, an authority might seek "clarifications" of the financial model to determine compliance with the RFP's requirements and that this is what happened with the OCC project.²² The Ministry provided additional evidence in support of its argument on the "immutability" of the information in Schedule 15.²³ The Ministry said it had therefore "concluded" that the information was "immutable in nature" and "supplied" for the purposes of s. 21(1)(b).²⁴

[23] Plenary said it authored the financial model, the information was "immutable" and it "supplied" the financial model to the Ministry as part of its bid submission. Plenary said the financial model depicts the fixed price and fixed cost of its bid, it was not negotiable with the Ministry and there were no negotiations on it. Plenary also said that the financial model was incorporated into the Project Agreement, as Schedule 15, without negotiation and "unamended." On the other hand, it also said that the Schedule 15 was amended to include clarifications and mechanical adjustments to reflect prevailing interest rates.²⁵

[24] **Appendix 2F** — Plenary said that its partner, PCL Constructors Westcoast Inc. ("PCL"), authored the draft schedule and that Plenary "supplied" the draft schedule as part of its proposal on the OCC project. Plenary said that, after it was awarded the OCC contract, the draft schedule was attached, unamended and without negotiation, to the Project Agreement, as Appendix 2F.²⁶

[25] The Ministry said it "would likely not propose any material changes to the interim dates in a project schedule" but would, "at most," ask for clarification of an interim date. The Ministry said it does not negotiate such interim dates, as the proponent (here, Plenary) takes on the risk of completing a project by the date the RFP requires.²⁷ However, the Ministry did not say if it requested any clarifications of the draft schedule in this case.

²² Affidavit of Nathan Salomon, Project Director, Partnerships BC ("PBC"), paras. 16-21.

²³ Affidavit of Tim Philpotts, Senior Vice President of Ernst & Young Orenda Corporate Finance Inc.

²⁴ Ministry's initial submission, para. 4.31.

²⁵ Plenary's initial submission, paras. 15-16; Affidavit of Rajan Bains, Chief Financial Officer, Plenary Group (parent company of Plenary), paras. 6-12.

²⁶ Plenary's initial submission, paras. 7(a), 15(a). Bains affidavit, paras. 9-10.

²⁷ Salomon affidavit, para. 21.

Analysis and finding

[26] I acknowledge that the Ministry and Plenary take the position that the information in dispute in this case was not negotiated but was incorporated unchanged into the Project Agreement (although both Plenary and the Ministry admitted that Schedule 15 was amended to include clarifications and “mechanical adjustments” to interest rates). This does not, however, suffice to make it “immutable.” As Order F08-22 stated, the term “supply”

... is intended to capture immutable third-party business information, “not contract information that—by the finessing of negotiations, sheer happenstance, or mere acceptance of a proposal by a public body—is incorporated in a contract in the same form in which it was delivered by the third-party contractor” or mutually-generated contract terms that the contracting parties themselves have labelled as proprietary.²⁸

[27] Both the Ministry and Plenary acknowledged that the RFP for the OCC project explicitly stated that the Ministry reserved the right to negotiate changes to a preferred proponent’s proposal and to the Project Agreement itself.²⁹ Other provisions in the RFP also make it clear that the Ministry intended to negotiate the terms of the final Project Agreement with the preferred proponent, including the “funding arrangements,”³⁰ which I take to include Plenary’s financial arrangements with its partners and lenders. Moreover, the Project Agreement states that the schedules are “deemed fully a part of this Agreement.”³¹ These facts alone signify that the Ministry and Plenary agreed to the terms of Appendix 2F and Schedule 15 and to their inclusion in the Project Agreement.

[28] These terms were thus not “supplied” for the purposes of s. 21(1)(b) but negotiated.

[28] I recognize that the Ministry and Plenary argue that Schedule 15 includes the “fixed price,” “fixed costs” and “fixed schedule” of Plenary and its partners and lenders set out in Plenary’s bid. Plenary submits that the withheld information is therefore “immutable.”³² I also acknowledge that the Ministry’s evidence was that it would not normally “seek” to negotiate changes to a proponent’s financial model or project schedule. However, under the terms of

²⁸ Order F08-22, 2008 CanLII 70316, at para. 60.

²⁹ The Ministry and Plenary referred here to Articles 8.2 and 10.6 of the RFP.

³⁰ See Articles 6.15 and 8.1 of the RFP. See also Article 8.7 of the RFP which states that the Province may request the preferred proponent to seek alternative funding arrangements, subject to the Province’s review and approval; or the Province may obtain additional or other funding; or the Province and the preferred proponent may together seek alternative funding arrangements and the parties may negotiate the changed funding arrangements and any related matter.

³¹ Article 1.3, “Schedules.” The parties did not provide me with a copy of the Project Agreement. However, it is publicly available on PBC’s website: http://www.partnershipsbcc.ca/files-4/project-occ-schedules/PA-and-Schedules_except-Schedules-3-and-15_and_Appendices-2A-%20F-and-4A-Redacted.pdf

³² Plenary’s initial submission, para. 15; Bains affidavit, para. 12; Oliverio affidavit.

the RFP, the Ministry was free to negotiate the terms of the final Project Agreement, including the funding arrangements. Thus, even if the terms of Schedule 15 and Appendix 2F are the same as in Plenary's bid, they were, in my view, nevertheless "susceptible to change" and their inclusion in the contract signifies that the Ministry agreed to them. I therefore conclude that the withheld information is not the type of information that past orders have found to be "immutable" (e.g., labour costs a proponent is obliged to pay under a collective agreement).³³

[29] These factors all support the conclusion that the information in Appendix 2F and Schedule 15 was negotiated, not "supplied" for the purposes of s. 21(1)(b). I find support for this conclusion in previous orders which dealt with similar situations.³⁴

[30] I have considered the Ministry's additional evidence in support of its argument on the "immutability" of the information in Schedule 15.³⁵ However, that evidence dealt with the character of information in financial models in general, not the contents of Schedule 15 in particular. Moreover, the affiant did not say that he was involved in the RFP process that led to the OCC project and also did not explain how the financial model in issue here was "immutable." I therefore do not find his evidence persuasive.

[31] I have also considered Plenary's argument that this case is similar to Order F15-03³⁶ which found that some information in a third party's financial model, attached as an appendix to a contract, was "supplied" for the purposes of s. 21(1)(b). However, in that case, the adjudicator had evidence of the "relative immutability" of the information he found was "supplied." The evidence in this case does not, in my view, support such a conclusion. Moreover, it appears that the adjudicator in Order F15-03 did not have evidence that the RFP permitted the negotiation of changes to the resulting contract, as the RFP in this case did. He also did not say if the contract itself expressly stated that the appendices were part of the agreement, as is the case here.

[32] For all these reasons, I find that the information in dispute in Appendix 2F and Schedule 15 was not "supplied" for the purposes of s. 21(1)(b). Given that, it is unnecessary for me to decide if the information was supplied, implicitly or explicitly, "in confidence" for the purposes of s. 21(1)(b). As the information in

³³ See Order 01-39 and Order F14-01, 2014 BCIPC 1 (CanLII), on this point.

³⁴ See, for example, Order 01-39, at paras. 46-49. The delegate's interpretation of, and finding on, "supplied" in Order 01-39 were upheld at judicial review; see *CPR*, at paras. 69-78. See also Order F14-01, Order F14-04, 2014 BCIPC No. 4 (CanLII), and Order F16-31, 2016 BCIPC 34 (CanLII).

³⁵ The Philpotts affidavit.

³⁶ 2015 BCIPC 3 (CanLII).

dispute must meet both parts of the s. 21(1)(b) test, I find that s. 21(1)(b) does not apply to the withheld information in this case.

Finding on s. 21(1)

[33] I found above that s. 21(1)(a)(ii) applies to the withheld information in issue. However, I found that s. 21(1)(b) does not apply. As noted above, information must meet all three parts of the test in s. 21(1). This means that s. 21(1) does not apply and it is not necessary for me to decide whether disclosure could reasonably be expected to result in harm under s. 21(1)(c). The Ministry and Plenary have not met their burden of proof regarding s. 21(1). I find that s. 21(1) does not require the Ministry to refuse access to the withheld information in this case.

CONCLUSION

[34] For reasons given above, under s. 58(2)(a) of FIPPA, I find that the Ministry is not required to refuse to give the journalist access to the information it withheld under s. 21(1) and that it is required to give him access to this information by Wednesday, January 18, 2017. The Ministry must concurrently copy the OIPC Registrar of Inquiries on its cover letter to the journalist, together with a copy of the records.

December 5, 2016

ORIGINAL SIGNED BY

Celia Francis, Adjudicator

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