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Order F18-07

METRO VANCOUVER REGIONAL DISTRICT

Meganne Cameron
Adjudicator

February 27, 2018

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Summary: An applicant requested records relating to an approval Metro Vancouver Regional District granted to a third party company to discharge emissions. Metro Vancouver released most of the responsive information, but withheld some records on the basis that disclosure could reasonably be expected to harm the third party company's business interests. The adjudicator determined that Metro Vancouver was required to withhold some of the information in dispute pursuant to s. 21(1).

Statutes Considered: *Freedom of Information and Protection of Privacy Act*, s. 21(1).

Authorities Considered: BC: Order F17-14, 2017 BCIPC 15 (CanLII); F16-34, 2016 BCIPC 38 (CanLII); Order F14-51, 2014 BCIPC 55 (CanLII); Order F10-23, 2010 BCIPC 34 (CanLII); Order F15-15, 2015 BCIPC 16 (CanLII); Order F08-02, 2008 CanLII 1647 (BC IPC); Order F11-10, 2011 BCIPC 13 (CanLII); Order F16-34, 2016 BCIPC 38; Order 03-02, 2003 CanLII 49166 (BC IPC); Order 03-15, 2003 CanLII 49185 (BC IPC); Order F16-31, 2016 BCIPC 34 (CanLII); Order F12-13, 2012 BCIPC 18 (CanLII); Order F14-40, 2014 BCIPC 43 (CanLII); Order F09-14, 2009 CanLII 58552 (BC IPC); Order No. 246-1998, 1998 CanLII 1449 (BC IPC); Order No. 56-1995; 1995 CanLII 691 (BC IPC); Order F07-06, 2007 CanLII 9597 (BCIPC); Order F16-27, 2016 BCIPC 29 (CanLII); Order 01-36, 2001 CanLII 21590 (BC IPC); Order F13-20, 2013 BCIPC 27 (CanLII); Order F09-22, 2009 CanLII 63564 (BC IPC); Order F15-03, 2015 BCIPC 3 (CanLII).

Cases Considered: *Merck Frosst Canada Ltd. v. Canada (Health)*, [2012] 1 SCR 23, 2012 SCC 3; *Ontario (Community Safety and Correctional Services) v. Ontario (Information and Privacy Commissioner)* 2014 SCC 31 (CanLII).

INTRODUCTION

[1] This inquiry concerns an applicant's request to the Metro Vancouver Regional District (Metro Vancouver) for records related to the third party's application for approval to discharge emissions (Application). The Application was in relation to the third party's metal finishing operation within Metro Vancouver. The applicant also requested specific information about the equipment, techniques and chemicals used, or proposed to be used, by the third party at its operation.

[2] After consulting with the third party, Metro Vancouver disclosed the majority of the responsive records, but it withheld some information pursuant to s. 21(1) (harm to third party business interests) of the *Freedom of Information and Protection of Privacy Act* (FIPPA). The applicant asked the Office of the Information and Privacy Commissioner (OIPC) to review Metro Vancouver's decision to withhold the information in the records.

[3] Mediation by the OIPC did not resolve the dispute and the applicant requested that the matter proceed to inquiry. The OIPC notified the third party pursuant to s. 54 of FIPPA and also provided it an opportunity to make representations in the inquiry. Metro Vancouver, the applicant and the third party all provided inquiry submissions.

ISSUE

[4] The issue to be decided in this case is whether Metro Vancouver is required to refuse to disclose the information at issue under s. 21(1) of FIPPA. Under s. 57(1), Metro Vancouver has the burden of proving that the applicant has no right of access to the information under s. 21(1).

DISCUSSION

Information in Dispute

[5] The information Metro Vancouver is refusing to disclose is about the chemicals, equipment and techniques used by the third party. There are 22 pages of records in dispute, 14 of which are withheld in full and eight others only partially. The 14 fully withheld pages are product information and safety data sheets about chemicals used by the third party in its metal finishing process. Five of the pages where information has been partially withheld identify the chemical products from the 14 fully withheld pages and/or provide information about those products and specify how they are used by the third party with reference to equipment size and specific volumes and formulas. The remaining three partially withheld pages are graphic representations of the layout of the third party's operation, which the third party refers to as "schematic flow designs."

Preliminary matter

[6] The applicant raises a new issue in his response to the other parties' submissions that was not in the Notice of Inquiry. He says that s. 25 of FIPPA applies to the information in dispute because disclosure is in the public interest. Past orders have said that a party may raise a new issue at the inquiry stage only if given permission to do so.[1] Previous adjudicators have concluded that adding new issues at inquiry without permission undermines the mediation process that assists the parties in defining the issues prior to inquiry.[2]

[7] There is no indication that the applicant raised s. 25 during the mediation of this dispute. In addition, it was not listed as an issue in the Fact Report or the Notice of Inquiry that the OIPC issued to the parties at the start of this inquiry. The applicant did not seek permission to add this issue to the inquiry, nor did he explain why he did not raise s. 25 until this late stage in his initial submission. Furthermore, he made no submissions on why he should be permitted to raise the issue now. Therefore, I am declining to add s. 25 as an issue in this inquiry.

Harm to third party Business Interests – s. 21

[8] Section 21(1) of FIPPA requires public bodies to refuse to disclose information when it could reasonably be expected to harm the business interests of a third party. The portions of s. 21(1) that are relevant in this case are as follows:

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

[1] Order F17-14, 2017 BCIPC 15 (CanLII) at para. 7; F16-34, 2016 BCIPC 38 (CanLII) at para. 9; Order F11-10, 2011 BCIPC 13 (CanLII), at paras. 16-19.
[2] Order F14-51, 2014 BCIPC 55 (CanLII) at para. 11; Order F10-23, 2010 BCIPC 34 (CanLII) at para. 4; Order F15-15, 2015 BCIPC 16 (CanLII) at para. 10; Order F08-02, 2008 CanLII 1647 (BC IPC) at paras. 27-30.

[9] The principles applied to s. 21(1) have been well established in previous orders.[3] Section 21(1) creates a three part test and each of the elements in ss. 21(1)(a), (b) and (c) must be met before a public body is required to refuse disclosure. In order for s. 21(1) to apply, the information must reveal trade secrets of a third party or commercial, financial, labour relations, scientific or technical information of or about a third party. The party seeking to withhold the information must demonstrate that the information was supplied to the public body, implicitly or explicitly, in confidence and that the disclosure could reasonably be expected to cause one or more of the four harms set out in 21(1)(c).

The parties' positions regarding s. 21

[10] Metro Vancouver submits that the information in dispute is a trade secret of the third party, supplied to Metro Vancouver in implicit and explicit confidence. Metro Vancouver says the third party advised it that the information is proprietary and that it provides the third party with a competitive edge. Metro Vancouver submits that the loss of this edge, due to disclosure of the information, could reasonably be expected to harm significantly the third party's competitive position.

[11] The third party submits that the disputed information relates to technical information and trade secrets provided implicitly and explicitly in confidence to Metro Vancouver and that disclosure of the information would significantly harm its competitive position and result in undue financial loss.

[12] The applicant denies that the information in dispute is a trade secret. He says the processes referred to are not exclusive to the third party and are not reflective of specialized expertise within the global metal finishing industry.[4] The applicant says that any competitive advantage the third party may hold is "primarily achieved through either an industry monopoly or solely as a function of the prices charged to its customers."[5]

Type of information – s. 21(1)(a)

[13] In order for s. 21(1) to apply, the information must reveal trade secrets of a third party or commercial, financial, labour relations, scientific or technical information of or about a third party. For the reasons that follow, I find that the information in dispute is "technical information."

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[3] See for example, Order 03-02, 2003 CanLII 49166 (BC IPC) and Order 03-15, 2003 CanLII 49185 (BC IPC).
[4] Applicant's submissions, para. 20.
[5] *Ibid.*

[14] Although FIPPA does not define the term "technical information", previous orders have defined it in the context of s. 21(1) as information belonging to an organized field of knowledge in the general categories of applied science or mechanical arts.[6] It usually involves information prepared by a professional with the relevant expertise and describes the construction, operation and maintenance of a structure, process, equipment or entity.[7]

[15] Examples of the type of information which has been held in previous orders to be technical information includes:

- engineering information regarding a retractable roof;[8]
- information regarding an alternative approach for a "heat tape installation" related to a residential water metering system;[9]
- architectural building plans submitted to a city;[10]
- environmental testing reports concerning possible gasoline contamination on former service station sites;[11] and
- test results from a landfill site where a third party held a refuse permit to dump waste.[12]

[16] The third party submits the information in dispute in this inquiry is part of an "organized field of knowledge falling under the general categories of applied science or mechanical arts, namely chemistry and industrial design."[13] The third party says that the information was prepared by professionals with relevant expertise, such as the third party's in-house chemist (Chemist), after extensive research and testing.[14]

[17] Specifically, the Chemist's affidavit evidence is that the information in dispute is the product of the third party's 45 years of experience in metal finishing and relates to the specific processes, methods, formulas and techniques it has developed.[15] The Chemist says that she has been involved in the process of researching, testing and selecting chemicals, products, concentrations and

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[6] For example: Order F16-31, 2016 BCIPC 34 (CanLII) at para. 13; Order F12-13, 2012 BCIPC 18 (CanLII) at para. 11.
[7] *Ibid.*
[8] Order F14-40, 2014 BCIPC 43 (CanLII) at para. 44.
[9] Order F16-31, 2016 BCIPC 34 (CanLII) at para. 13.
[10] Order F09-14, 2009 CanLII 58552 (BC IPC).
[11] Order No. 246-1998, 1998 CanLII 1449 (BC IPC).
[12] Order No. 56-1995; 1995 CanLII 691 (BC IPC). See also Order F07-06, 2007 CanLII 9597 (BC IPC) at para. 28 for further examples.
[13] Third party's initial submissions, para. 26.
[14] *Ibid*.
[15] Chemist's affidavit, paras. 5-7.

operational temperatures to use in the metal finishing process documented in the information in dispute.[16]

[18] I have reviewed the disputed information contained in the records and find that it is "technical" in nature, similar to the types of information described by the previous orders noted above. The information is about chemistry and industrial design, which are categories of applied science. The information describes chemicals and their properties and uses and details the chemical processes employed by the third party. There are also schematic flow designs of the third party's operation, which are similar in nature to a building plan.

[19] I find that disclosing the information in dispute would reveal technical information of or about the third party within the meaning of s. 21(1)(a). Given that finding, it is not necessary to decide if disclosing this information would also reveal trade secrets of the third party.

Supplied in confidence – Section 21(1)(b)

[20] The next step is to determine whether the information in issue was "supplied, implicitly or explicitly, in confidence." For s. 21(1)(b) to apply, the information must be both "supplied" and supplied "in confidence."[17]

Supplied

[21] The question of whether information has been "supplied" is a question of fact and it is the content rather than the form of the information that must be considered.[18] Metro Vancouver says that the third party supplied it with the information in dispute and that none of the information was the subject of negotiation.[19] The applicant made no submissions on this issue.

[22] The third party submits that in order to obtain the proper authorizations for its operation, it was required to complete and submit the Application.[20] It says that the three pages containing "schematic flow diagrams" were provided to Metro Vancouver as part of the Application.[21] The third party says that in addition to the Application, it also provided Metro Vancouver with the additional 14 pages of information (which have been fully withheld) and the remaining five pages (which have been partially withheld) in response to Metro Vancouver's requests for further information about specific parts of the Application.

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[16] Chemist's affidavit, paras. 5-10.
[17] Order F16-27, 2016 BCIPC 29 (CanLII) at para. 32.
[18] *Merck Frosst Canada Ltd. v. Canada (Health)*, [2012] 1 SCR 23, 2012 SCC 3 (CanLII) at para. 158.
[19] Metro Vancouver's initial submission, para. 7.
[20] Third party's initial submission, para. 8.
[21] *Ibid.*, para. 15.

[23] I have reviewed the information in dispute and am satisfied that the third party was the source of the information in dispute, that it supplied the information to Metro Vancouver either as part of its Application or at the request of Metro Vancouver and that the information was not the subject of negotiation.

In Confidence

[24] The next step in the s. 21(1) analysis is to determine whether the information was supplied "implicitly or explicitly, in confidence". Metro Vancouver and the third party both submit that the information in dispute was supplied both explicitly and implicitly in confidence. The applicant does not address whether the information was supplied to Metro Vancouver in confidence. Instead, he focusses on whether the third party has taken sufficient steps to keep the information confidential in general.

[25] The affidavit of Metro Vancouver's Information Services Officer contains evidence about the conditions under which some of the information in dispute was provided. She deposes that some of the information is in a binder which Metro Vancouver's Permitting Specialist in Regulation and Enforcement told her was provided by the third party's Chemist. The affiant says that the binder is marked "package two" and "confidential." Her affidavit includes a copy of the cover of the binder which has the word "confidential" written on it. She also says that the Permitting Specialist in Regulation and Enforcement told her that the Chemist said that the binder may contain "proprietary information."[22]

[26] Metro Vancouver did not provide any further information about how the information in dispute was provided.

[27] The third party's Chemist states that she was tasked with preparing and submitting the Application. She says that she understood that the information she submitted to Metro Vancouver in the actual Application might not be kept confidential as it would form the basis of public notification requirements. She says that she also supplied information in addition to the Application, about details of the third party's processes, methods, formulas and techniques. She says that she told Metro Vancouver that this information was confidential.[23]

[28] She says that some of the information additional to the Application was contained in a binder. She says that when she gave the binder to Metro Vancouver's Permitting Specialist in Regulation and Enforcement she said that the binder was confidential and she wrote the word "confidential" on the cover.[24]

[22] Metro Vancouver's Information Services Officer's affidavit, paras. 6-7.
[23] Chemist's affidavit, paras. 15-16.
[24] *Ibid.,* paras. 17-18.

[29] The Chemist says that after providing the binder, she also gave more detail about what was in the binder. She cannot recall if she expressly reiterated every occasion she provided more information that the information was confidential. However, she believes that Metro Vancouver was aware of the third party's concerns about confidentiality and that "it was implicit in her provision of additional material containing the same confidential information that the additional information was likewise confidential."[25]

[30] The Chemist also says that the third party treats the redacted information as confidential. She says that of the 30-40 staff at the third party, only herself and two others have access to the information in dispute.[26]

[31] To establish confidentiality of supply, it must be shown the information was supplied "under an objectively reasonable expectation of confidentiality, by the supplier of the information, at the time the information was provided."[27] Evidence of the supplier's subjective intentions with respect to confidentiality alone is insufficient.[28] Former Commissioner Loukidelis confirmed that the circumstances to be considered include whether the information was:

1. communicated to the public body on the basis that it was confidential and that it was to be kept confidential;

2. treated consistently in a manner that indicates a concern for its protection from disclosure by the affected person prior to being communicated to the public body;

3. not otherwise disclosed or available from sources to which the public has access;

4. prepared for a purpose which would not entail disclosure.[29]

[32] Both Metro Vancouver and the third party's submissions and evidence indicate that the third party explicitly told Metro Vancouver that the information in the binder was to be kept confidential. I have received no indication that Metro Vancouver advised the third party that the binder, or the additional information provided about the information in the binder, would not be kept confidential.

[33] With regard to former Commissioner Loukidelis' second and third points set out above, the third party submits that the information in dispute is guarded and protected within its workplace. I have received no evidence to suggest that

[25] Chemist's affidavit, para. 19.
[26] *Ibid.,* para. 21.
[27] Order 01-36, 2001 CanLII 21590 (BC IPC) at para. 23.
[28] Order F13-20, 2013 BCIPC 27 (CanLII) at para. 22.
[29] *Ibid*. at para. 24.

any of the information has been disclosed to the public.[30] I note that the applicant submits that the third party has not taken steps to protect the information in dispute from becoming publicly known, for example by obtaining a patent. He also cites federal legislation, the absence of a "Confidential Business Information" exemption and WorkSafe BC rules as evidence that the third party has not taken sufficient steps to keep the information in dispute confidential. [31]

[34] Based on my review of the attachments to the applicant's submission, it appears that the legislation and rules he is referring to relate primarily to workplace safety.[32] In my view, the absence of a patent or the fact that information about the chemicals and/or products used may be made available to employees, in the confidential work environment, or to first responders in the event of an emergency does not mean the information is available to the general public, or to the third party's competitors.

[35] As for the fourth point set out by former Commissioner Loukidelis, based on my review of the parties' submissions, the records already provided to the applicant and the information in dispute, I am satisfied that the binder and the additional information were prepared for a purpose which would not entail disclosure. The third party understood that the Application may become public and so it took steps to exclude the information in dispute from it. Specifically, the third party did not fill in the space on the Application for entering specific details about chemicals and/or products.[33] Instead, it specified in that space that the information was "proprietary" and it provided that information separately, including by way of the binder. I find that the Chemist expressly stated that the binder was confidential and that on other occasions (albeit not all) she also told Metro Vancouver that additional details were confidential. The parties' submissions and evidence indicate that Metro Vancouver accepted that information separately, outside of the written Application form.

[36] The fact that the Metro Vancouver did not require the third party to include the information in dispute as part of its Application form suggests that there was a mutual understanding that the information provided outside of the Application would be kept confidential, as requested by the third party. As such, I find that the third party supplied the majority of the information in dispute under an objectively reasonable expectation of confidentiality.

[37] However, there are three pages which I find were not supplied in confidence. Based on the Chemist's affidavit, it is clear that the third party understood that the three pages of schematic flow designs, which were included

[30] Chemist's second affidavit, paras. 4-5.
[31] Applicant's submission, paras. 34-48.
[32] Applicant's submission, References 12-14, 17.
[33] Records, Part 2 at page 42.

as an attachment to the Application, may become public.[34] Therefore, these three pages were not supplied in confidence and do not satisfy s. 21(1)(b) of FIPPA and Metro Vancouver is not authorized to withhold them from the applicant.[35]

[38] To summarize, I find that the information in dispute, with the exclusion of the three pages containing "schematic flow designs," was supplied in confidence within the meaning of s. 21(1)(b) of FIPPA. I will now consider whether disclosing that information could reasonably be expected to result in harm to a third party.

Section 21(1)(c) – Harm to third party interests

[39] In order to satisfy s. 21(1)(c), the party arguing the information should be withheld must establish that there is a reasonable expectation that disclosing the information could cause the type of harm listed in s. 21(1)(c). In this case, Metro Vancouver submits that s. 21(3)(c)(i) applies because disclosure could reasonably be expected to harm significantly the third party's competitive position.[36] The third party agrees and submits that s. 21(3)(c)(iii) also applies because disclosure could reasonably be expected to result in undue financial loss to the third party and undue financial gain to its competitors.

[40] While a party alleging s. 21(1) applies does not need to show that the harm will occur if the information is disclosed, it must nonetheless do more than show that such harm is merely possible. The Supreme Court of Canada in *Ontario (Community Safety and Correctional Services) v. Ontario (Information and Privacy Commissioner)* said the following about the standard of proof for exceptions that use the language "could reasonably be expected to" cause harm and the type of evidence required to meet that standard:

> This Court in *Merck Frosst* adopted the "reasonable expectation of probable harm" formulation and it should be used wherever the "could reasonably be expected to" language is used in access to information statutes. As the Court in *Merck Frosst* emphasized, the statute tries to mark out a middle ground between that which is probable and that which is merely possible. An institution must provide evidence "well beyond" or "considerably above" a mere possibility of harm in order to reach that middle ground…This inquiry of course is contextual and how much evidence and the quality of evidence needed to meet this standard will ultimately depend on the nature of the issue and "inherent probabilities or improbabilities or the seriousness of the allegations or consequences": *Merck Frosst*, at para. 94, citing *F.H. v. McDougall*, 2008 SCC 53 (CanLII), [2008] 3 S.C.R. 41, at para. 40.[37]

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[34] Chemist's affidavit, para. 14.
[35] The schematic flow design information is in Part 2 of the records at pages 29, 30 and 31.
[36] Metro Vancouver initial submission, para. 3.
[37] *Ontario (Community Safety and Correctional Services) v. Ontario (Information and Privacy Commissioner)* 2014 SCC 31 (CanLII) at para. 54 quoting *Merck Frosst Canada v. Canada (Health)*, 2012 SCC 3 (CanLII).

[41] Metro Vancouver submits that the information in dispute is about the third party's "formula, method, technique and processes is used, or will be used for a commercial advantage."[38] Metro Vancouver states that its Environmental Regulation and Enforcement Division Manager determined that the information in dispute relating to the third party's processes and the specific chemicals it used was potentially proprietary, and that the "loss of a competitive edge due to disclosure of proprietary information can reasonably be expected to harm the business interests" of the third party.[39]

[42] The third party submits that the applicant is seeking its "complete 'recipe' and a description of the associated processes and equipment."[40] The third party states that while the applicant may not be involved with or related to a direct competitor of the third party, the disclosure of the information in dispute would make it publically available and competitors could learn about its processes and counter its market advantage.[41]

[43] The third party submits that the redacted information constitutes some of its most valuable intellectual property.[42] In support of this assertion it provides an affidavit from the Chemist specifying the following:

- The third party has over 45 years' experience in metal finishing and over that time, it has developed specific processes, methods, formulas, and techniques ("Processes") that it uses to give it a competitive edge with regard to its metal finishing work;

- The Chemist has been involved in researching, testing and selecting specific products, concentrations and temperatures to use in the third party's Processes;

- Others from the third party have travelled internationally to research available technology and equipment to make the Processes more efficient and cost effective;

- The third party has a competitive edge because the Processes result in the production of a high quality product for a competitive price in a relatively short amount of time.[43]

[44] The Chemist further says:

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[38] Metro Vancouver's initial submissions, para. 6.
[39] *Ibid.*, paras 6-8.
[40] Third party's initial submissions, para. 41.
[41] *Ibid.*
[42] *Ibid.*, para. 22.
[43] Chemist's affidavit, paras. 5-8.

- It is important that the third party maintain its competitive edge as they operate in a niche market with only one other main competitor in the lower mainland;

- The third party has seen an increasing amount of competition as a result of work being sent abroad;

- If the third party were to lose exclusive access to the Processes it would have a significant impact on its market share and ability to maintain its competitive edge;

- Any competitor who gains access to the third party's metal finishing "recipe" and the Processes could compete unfairly with the third party;

- It took the third party time and resources to develop the Processes and if the information in dispute is not kept confidential within the third party, it would lose its competitive edge as its competitors would be able to refine and improve their own metal finishing processes at the third party's expense.[44]

[45] Previous order have held that if disclosure would give a competitor an advantage, usually by acquiring competitively valuable information, effectively for nothing, the gain to the competitor will be undue.[45] For example, in Order F15-03 Adjudicator Alexander concluded that that disclosure of the information at issue would reveal, and enable competitors to replicate, a third party corporation's financial model. He noted that the information at issue would provide inexperienced competitors with detailed breakdowns of the types of costs incurred in a particular project and enable them to estimate the expenses for each type of cost.[46] He concluded that the disclosure would result in undue financial gain to the third party's competitors as they would receive the information without having to invest the time and money that the third party had to invest in order to build up the experience and expertise necessary to develop its financial model.[47]

[46] In my view, this case is similar. Based on the third party's submissions and the evidence from the Chemist, I accept that the third party in this case has expended time and resources to build its Processes over a number of years. If the information in dispute were made public, the third party's competitors, or potential competitors, could gain access to the Processes without having to research, test and develop their own methods, as the third party was required to do. By acquiring access to the information in dispute for nothing, the third party's

[44] Chemist's affidavit, paras. 9-10 and 23-34.
[45] Order F09-22, 2009 CanLII 63564 (BC IPC) at paras. 36-37 and Order F15-03, 2015 BCIPC 3 (CanLII) at para. 55.
[46] Order F15-03, 2015 BCIPC 3 (CanLII) at para. 52.
[47] *Ibid.,* para. 55.

competitors would receive undue financial gain and could compete with the third party for business in the metal finishing industry. Based on the foregoing, I am satisfied that disclosure of the information that I found was supplied in confidence could undermine the third party's competitive advantage by allowing competitors' access to its Processes and enabling them to compete in the same industry.

[47] I therefore find that ss. 21(1)(c)(i) and (iii) apply to the remaining information in dispute and Metro Vancouver must refuse to disclose it to the applicant.

CONCLUSION

[48] For the reasons given above, I make the following order under s. 58 of FIPPA:

a) Metro Vancouver is required to refuse to disclose to the applicant the information it withheld under s. 21(1) of FIPPA, subject to paragraph (b) below;

b) I require Metro Vancouver to give the applicant access to the schematic flow design information in Part 2 of the records at pages 29, 30 and 31 by April 12, 2018. Metro Vancouver must concurrently provide the OIPC Registrar of Inquiries with a copy of its cover letter and the records sent to the applicant.

February 27, 2018

ORIGINAL SIGNED BY

Meganne Cameron, Adjudicator

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