Office of the
Saskatchewan Information
and Privacy Commissioner

REVIEW REPORT 295-2019, 296-2019

Ministry of SaskBuilds and Procurement (formerly SaskBuilds Corporation)

March 30, 2021

Summary: An Applicant submitted two access to information requests to the SaskBuilds Corporation (SaskBuilds). SaskBuilds provided third party notification to the Third Party advising it intended to release portions of information. The Third Party took the position that all of the information in the records should be withheld under subsection 19(1) of *The Freedom of Information and Protection of Privacy Act* (FOIP). SaskBuilds did not agree that the portions it was releasing contained information exempt under subsection 19(1) of FOIP and advised it would be releasing the information, unless the third party requested a review. The Third Party requested my office undertake a review of the decision to release these portions of the records. The Commissioner found that the portions of the records that SaskBuilds intended to release were not exempt under subsection 19(1) of FOIP. The Commissioner recommended SaskBuilds proceed with releasing these portions of the records. The Commissioner also recommended that SaskBuilds ensure it has a policy or procedure for processing requests involving third parties in compliance with FOIP.

I BACKGROUND

[1] As of the date of the issuance of this Report, SaskBuilds Corporation (SaskBuilds) is now a part of the Ministry of SaskBuilds and Procurement, however, as it was referred to as SaskBuilds at the time this access to information request was processed, I will refer to it as SaskBuilds in this Report. As provided on the Government of Saskatchewan's website:

> Effective November 9, 2020, the Ministry of SaskBuilds and Procurement was established from the merged responsibilities of the former Ministry of Central Services and SaskBuilds.

https://www.saskatchewan.ca/government/government-structure/ministries/saskbuilds-and-procurement

[2] On May 23, 2019, SaskBuilds received two access to information requests from an Applicant. Access request #1 (295-2019) requested, "correspondence related to water damage, roof leaks and/or structural concerns with the roof of the Saskatchewan Hospital North Battleford Project." SaskBuilds contacted the Applicant the same day by telephone to clarify if there was a date range the Applicant was interested in. The Applicant clarified that they were seeking records between August 1, 2018 and May 23, 2019. Access request #2 (296-2019) requested, "correspondence related to any concerns with Concept Group and/or Concept Electric at the Saskatchewan Hospital North Battleford (including but not limited to incidents, safety concerns, employee concerns, construction timelines)."

[3] On July 9, 2019, the Applicant contacted SaskBuilds to narrow the scope of access request #1 in an effort to eliminate fees. The Applicant requested the records focus on, "correspondence to/from President, CFO, [name of individual] (communications) and any correspondence received from the MO regarding water damage, roof leaks and/or structural concerns with the roof of the SHNB project from August 1, 2018 to May 23, 2019."

[4] On July 25, 2019, third party notice was provided to Graham Construction, requesting a response by August 15, 2019.

[5] On August 16, 2019, Graham Construction responded indicating it did not want any portion of the records released.

[6] On August 20, 2019, SaskBuilds advised Graham Construction that it would be proceeding to release portions of these records. SaskBuilds also noted that Graham Construction would have 20 days to request a review from my office pursuant to subsections 49(3) and (4) of *The Freedom of Information and Protection of Privacy Act* (FOIP).

[7] On September 10, 2019, my office received a letter by courier dated September 9, 2019, from Graham Construction's Calgary office requesting a review of SaskBuilds' decision to release the records at issue.

[8] On September 12, 2019, my office notified SaskBuilds, Graham Construction and the Applicant that had requested access to the records, that my office would be undertaking a review of if the information qualifies as third party information pursuant to any subsections of 19(1) of FOIP. All parties were invited to provide representations for my office's consideration in this review.

II RECORDS AT ISSUE

[9] For access request #1, SaskBuilds provided my office with portions of the 26 pages of responsive records. It had severed the portions of the records it had intended to withhold, only providing my office with the portions it had concluded no exemptions applied to. These portions that SaskBuilds had concluded no exemptions applied to are the portions of the records that Graham Construction has objected to the release of, pursuant to subsection 19(1) of FOIP. No portion of these records have been released to the Applicant. This review was requested by the third party in response to SaskBuilds' notification that it intended to release some portions of the records. As such, this review will only consider the portions of the records that SaskBuilds intended to release and Graham Construction objected to the release of. Those records are outlined as follows:

Page Number	**Title/Description**	**Portions of the record SaskBuilds intended to release that the third party objected to the release of pursuant to subsections 19(1)(a), (b) and (c) of FOIP**
1	Email thread August 9, 2018 Between: SaskBuilds, The Saskatchewan Health Authority and Graham Construction	This single email would have been released, with the exception of a portion of the email sender's email address and a portion of the email sender's signature line. It appears there may have been additional emails in this thread above this

		single email that SaskBuilds also would have withheld.
2	Email thread March 15, 2019 Between: SaskBuilds, The Ministry of Central Services and Graham Construction	Portions of the email header information, body of email, portions of signature line, email confidentiality statement would have been released. It appears there may have been additional emails in this thread above this single email that SaskBuilds also would have withheld.
3 – 4	Attachment to email, report regarding the roof leaks March 15, 2019	The report would have been released in full, with the exception of who signed off at the end of the report at the bottom of page 4.
5 – 7	Email thread May 10, 2019 to May 14, 2019 Between: SaskBuilds, Graham Construction and The Saskatchewan Health Authority	Five email threads – The first email on page 5 of the thread would have been released in full; only portions of the email header on the second email would have been released; the third email only portions of the email header and the opening and closing salutation of the email would have been released; the fourth email only portions of the email header would have been released; the fifth email only portions of the email header and email footer would have been released.
8 – 23	Attachment to email, engineering report May 2, 2019	Pages 8 to 22: Report would have been mostly withheld, with exception of the name of the engineering firm, their contact information and company logo. Page 23: Report would have been mostly withheld, only the name of the hospital at the top of the page would have been released.
24	Email thread	Two email threads, both emails would have been partially released,

	May 14, 2019 Between: SaskBuilds and Graham Construction	releasing portions of the email header and portions of the body of the email. It appears there may have been additional emails in this thread that SaskBuilds also would have withheld.
25	Email thread May 16, 2019 Between: SaskBuilds, The Ministry of Central Services, The Ministry of Health, The Ministry of Justice, The Ministry of Corrections and Policing and Graham Construction	Two email threads, both emails would have been partially released, releasing portions of the email header and portions of the body of the email
26	Email thread May 22, 2019 Between: SaskBuilds and Graham Construction	Two email threads, both emails would have been partially released, releasing portions of the email header and portions of the body of the email. It appears there may have been additional emails in this thread that SaskBuilds also would have withheld.

[10] In reviewing the record, my office noticed that some pages of the record appeared to be missing from the responsive records. However, as only those pages or portions of the records that SaskBuilds was intending to release were provided to my office, my office requested clarification from SaskBuilds on February 2, 2021. Page 1 of the record is an email that starts on page 3 of an email thread. Page 2 of the record is an email that starts on page 2 of an email thread. Page 24 of the record is an email that starts on page 4 of the email thread. Page 25 is an email thread, but it appears there may be additional pages to this email thread. Page 26 of the record, this is the last page of the record, is part of an email thread, but it appears there may have been additional pages in this email thread.

[11] On February 25, 2021, SaskBuilds responded indicating that no pages were missing from the record. It indicated that it had not included portions of the email threads as it had deemed that those pages had duplicate information on them and were not included for

improved readability. In the future, when SaskBuilds is identifying records responsive to a request, it should ensure that all records that contain responsive information are included, unless an applicant has requested duplicates not be included. In my office's resource, *Best Practices for Responding to Access Requests*, it provides that, "[a] summary, condensation, or secondary document, should not be substituted for source documents. In other words, an Applicant is entitled to original records, unless exemptions apply". SaskBuilds should ensure it is identifying all records that contain information responsive to the request, not choosing select documents that contain the information that an applicant is seeking. This could prevent applicants from becoming suspicious that information is being hidden.

[12] For access request #2, SaskBuilds provided my office with portions of the five pages of the responsive records. It had severed the portions of the records it had intended to withhold, only providing my office with the portions it had concluded no exemptions applied to. These portions that SaskBuilds had concluded no exemptions applied to are the portions of the records that Graham Construction has objected to the release of, pursuant to subsection 19(1) of FOIP. Those portions of the records are outlined as follows:

Page Number	**Title/Description**	**Portions of the record SaskBuilds intended to release that the third party objected to the release of pursuant to subsections 19(1)(a), (b) and (c) of FOIP**
1	Email thread July 16, 2018 Between: SaskBuilds, Graham Construction and The Saskatchewan Health Authority	Two email thread, both emails would have been partially released, releasing portions of the email header and the body of the emails would have been released in full with the exception of the sender's name signed off at the end of the second email.
2 – 3	Email thread July 18, 2018 to July 19, 2019 Between: SaskBuilds	Two email threads, both emails would have been partially released. The first email would have been fully released; the second email, portions of the email header would have been released, and the body of the second email would have been mostly released with the exception of two words withheld in one sentence

		and the sender's name signed off at the end of the second email.
4 – 5	Email thread June 18, 2019 to June 19, 2019 Author: Graham Carillion	Four email thread – the first email would have been released in full; the second email would have been mostly released, with the exception of a few words in the body of the email; the third email, portions of the email header and the body of the email would have been released in full, with the exception of the name of the email sender; the fourth email would have been mostly released, with the exception of some portions of the email header, a single word in the body of the email and the email sender name and email signature line information.

III DISCUSSION OF THE ISSUES

1. Do I have jurisdiction?

[13] At the time the access to information requests were processed and the third party requested these reviews, SaskBuilds was a Crown corporation and qualified as a "government institution" pursuant to subsection 2(1)(d)(ii) of FOIP. As well, the Ministry of SaskBuilds and Procurement qualifies as a "government institution" pursuant to subsection 2(1)(d)(i) of FOIP. As such, I have jurisdiction to conduct this review.

[14] Further, SaskBuilds identified Graham Construction as a third party. Graham Construction qualifies as a "third party" as defined by subsection 2(1)(j) of FOIP.

2. Do subsections 19(1)(a), (b) or (c) of FOIP apply to the records at issue?

[15] On August 20, 2019, SaskBuilds notified Graham Construction that it intended to release portions of the records responsive to these access to information requests. SaskBuilds advised Graham Construction it had the right to request a review by my office if they did

not agree with SaskBuilds' decision to release this information. In a letter dated September 9, 2019, my office received a request for review form and accompanying letter from Graham Construction. The letter stated that SaskBuilds had informed them of the decision to release certain portions of records relating to one of their projects. Graham Construction stated that its view is that the records should be withheld pursuant to section 19 of FOIP.

[16] In its submission to my office, Graham Construction asserted that the information was its third party information pursuant to subsections 19(1)(a), (b) and (c) of FOIP as follows:

> The records should not be disclosed pursuant to the exceptions contained in Section 19(1) of the Freedom of Information and Protection of Privacy act (the "FOIPP Act").
>
> Graham is a "third party" as such term is used in the FOIPP Act. While it is our view that all of section 19(1) is applicable, we make comments below specifically relating to sections 19(1)(a), 19(1)(b) and 19(1)(c).
>
> The records at issue generally relate to the work conducted in relation to the Project. Such Project was a P3 project delivery model governed by a network of agreements, some or all of which contain confidentiality clauses limiting third party disclosure of information regarding the Project. Accordingly, it is clear that records relating to the Project were supplied "in confidence, implicitly, or explicitly, to a government institution" as contemplated by 19(1)(b) of the FOIPP Act.
>
> Disclosure of the records could also reasonably be expected to trigger all three of the consequences contained in section 19(1)(c) of the FOIPP Act. The records relate to problematic construction issues encountered on the Project. If such information were to become generally available to disclosure under the FOIPP Act, it could result in negative publicity for Graham (whether warranted or not) which could negatively affect Graham's ability to win other work in a competitive environment.
>
> Since the records generally relate to construction methodology, the records also contain trade secrets of Graham. They should therefore be exempt from disclosure under section 19(1)(a) of the FOIPP Act.

[17] In its submission to my office, SaskBuilds' position was that the information in the records did not constitute third party information pursuant to subsection 19(1)(b) of FOIP as follows:

> SaskBuilds reached its decisions to refrain from withholding any records, in full or part, under subsection 19(1)(b)… as it was determined that the **information is not considered third party** as not all three parts of the tests for third party information

> under subsection 19(1)(b) were able to be applied… SaskBuilds recommends the release of the information as it is not considered third party information, and for that reason SaskBuilds **did not apply subsection 19(1)(b)** to any of the records and the release is not occurring under subsection 19(3).
>
> [Emphasis added]

[18] As SaskBuilds has not relied on subsection 19(3) of FOIP as reason to release the information, I do not need to consider this provision in this review. However, it appears that there is disagreement between SaskBuilds and Graham Construction on whether the information constitutes third party information of Graham Construction pursuant to subsections 19(1)(a), (b) and (c) of FOIP.

[19] Subsections 19(1)(a), (b) and (c) of FOIP provide:

> **19**(1) Subject to Part V and this section, a head shall refuse to give access to a record that contains:
>
> (a) trade secrets of a third party;
>
> (b) financial, commercial, scientific, technical or labour relations information that is supplied in confidence, implicitly or explicitly, to a government institution by a third party;
>
> (c) information, the disclosure of which could reasonably be expected to:
>
> (i) result in financial loss or gain to;
>
> (ii) prejudice the competitive position of; or
>
> (iii) interfere with the contractual or other negotiations of;
>
> a third party;

[20] Section 19 of FOIP is a mandatory, class-based and harm-based provision, meaning, it contains both class and harm based exemptions. As a mandatory provision, the government institution has no, or more limited, discretion regarding whether or not to apply the exemption. That is, if the information is covered by the exemption and the conditions for the exercise of discretion do not exist, then it must not be disclosed.

[21] The Government of Saskatchewan collects a wide range of information from third parties. This information may be submitted voluntarily, such as in a bid for a government contract, or submitted as required by law, such as for proof of regulatory compliance. There is a compelling need to protect information that is provided to the government by third parties if the information falls within one of the enumerated exemptions under section 19 of FOIP.

[22] Although government institutions need to be open and accountable, they also need to conduct business and enter into business relationships; in doing so, they must be able to assure their private sector partners that their trade secrets and commercial and financial secrets will not be readily disclosed to competitors and the public.

[23] In order for subsection 19(1)(a) of FOIP to apply, the information must qualify as a trade secret. My office's *Guide to FOIP, Chapter 4: Exemptions from the Right of Access,* Updated: February 4, 2020, at page 189 (Guide to FOIP) defines a *trade secret* as information, including a plan or process, tool, mechanism or compound, which possesses each of the four following characteristics:

> i) the information must be secret in an absolute or relative sense (is known only by one or a relatively small number of people);
>
> ii) the possessor of the information must demonstrate he/she has acted with the intention to treat the information as secret;
>
> iii) the information must be capable of industrial or commercial application; and
>
> iv) the possessor must have an interest (e.g. an economic interest) worthy of legal protection.

[24] In order for subsection 19(1)(b) of FOIP to apply, my office considers the following three part test:

> 1. Is the information financial, commercial, scientific, technical or labour relations information of a third party?
>
> 2. Was the information supplied by the third party to a government institution?
>
> 3. Was the information supplied in confidence implicitly or explicitly?

(Guide to FOIP, p. 191)

[25] In order for subsection 19(1)(c) of FOIP to apply, my office considers the following tests for the application of subsections 19(1)(c)(i), (ii) and (iii):

Test for the application of subsection 19(1)(c)(i) of FOIP

1. What is the financial loss or gain being claimed?

2. Could release of the record reasonably be expected to result in financial loss or gain to a third party?

(Guide to FOIP, p. 204)

Test for the application of subsection 19(1)(c)(ii) of FOIP

1. What is the prejudice to a third party's competitive position that is being claimed?

2. Could release of the record reasonably be expected to result in the prejudice?

(Guide to FOIP, pp. 208 to 209)

Test for the application of subsection 19(1)(c)(iii) of FOIP

1. Are there contractual or other negotiations occurring involving a third party?

2. Could release of the record reasonably be expected to interfere with the contractual or other negotiations of a third party?

(Guide to FOIP, pp. 213 to 214)

[26] The records at issue include emails and various reports. In access request #1, pages 1 to 2, 5 to 7 and 24 to 26 are email threads as follows:

- Page 1 is an email regarding insurance coverage.
- Page 2 is an email which is forwarding a report on regarding the water leak issue.
- Page 5 to 7 is an email thread, however only page 5 had email content referring to a roof inspection report. The remaining portions of the email thread, only the email header information and one email signature line and confidentiality statement on pages 6 and 7.

- Pages 24 to 26 appear to be single pages from three separate email threads. The email on page 26 appears to identify a couple of the leak issues and the other two pages (pages 24 and 25) appear to generally speak to the need to address these issues.

[27] In access request #2, all five pages at issue are email threads as follows:

- Page 1 is an email communication relating to the status of an electric company and the employment status of its employees, as well as the effect this matter would have on the target dates.

- Pages 2 to 3 are an email communication, however page 3 contains only a confidentiality statement at the end of the email. Page 2 of this email is related to electrical work for a hospital.

- Pages 4 and 5 are an email thread. Page 4 lists a number of outstanding items to complete, as well as a statement about an understanding about the status of a different project that the third party was involved in. The remaining portions of the emails on these pages relate to the electric company, some of the issues it was facing and how this would impact the project.

[28] The various reports are part of the responsive records for access request #1 are as follows:

- Pages 3 and 4 are a report prepared by Graham Construction reporting on the locations of leaks.

- Pages 8 to 21 appear to be some type of report prepared by an engineering firm, however SaskBuilds had intended to withhold the content of these pages pursuant to subsection 19(1)(b) of FOIP. The only portions it had intended to release were the logo and name of the engineering firm.

- Page 23 appears to be another report that SaskBuilds had intended to withhold the content of pursuant to subsection 19(1)(b) of FOIP. The only portion it had intended to release was the title of the report on that page.

[29] As quoted above, SaskBuilds has asserted that the information at issue does not qualify as third party information. Further, the third party's submission has only provided general arguments for why it believed that subsection 19(1)(a) and (c) of FOIP applies. Its arguments did not specifically indicate how each provision applied to each portion of the record or information in the record. For example, the third party did not explain how the information possessed the four characteristics required to qualify as a "trade secret" for

subsection 19(1)(a) of FOIP. As such, there are insufficient arguments provided by the third party to support the application of subsections 19(1)(a) and (c) of FOIP. Therefore, I find that subsections 19(1)(a) and (c) of FOIP do not apply to the records.

[30] For the application of subsection 19(1)(b) of FOIP, the third party simply stated that confidentiality clauses existed, but it did not provide copies of any relevant confidentiality clauses for the information, nor did it indicate how and what specific information in the record qualified as financial, commercial, scientific, technical or labour relations information. In reviewing the information, on the face of the record, I can see that the email on page 1 of the records responsive to access request #1 relating to insurance coverage could qualify as "commercial information". *Commercial information* is defined as information relating to the buying, selling or exchange of merchandise or services. This can include third party associations, past history, references and insurance policies and pricing structures, market research, business plans, and customer records (Guide to FOIP, p. 191).

[31] Additionally, there are references in a few emails in access request #1 relating to the status of an electrical company and plans for the electrical company staff. This information could qualify as "labour relations information". *Labour relations information* is information that relates to the management of personnel by a person or organization, whether or not the personnel are organized into bargaining units. It includes relationships within and between workers, working groups and their organizations as well as managers, employers and their organizations. Labour relations information also includes collective relations between a public body and its employees. Common examples of labour relations information are hourly wage rates, personnel contracts and information on negotiations regarding collective agreements (Guide to FOIP, p. 192).

[32] For the second part of the test to be met for subsection 19(1)(b) of FOIP, I would have to have been provided with sufficient information to support that it was supplied by the third party to the government institution.

[33] For the third part of the test to be met, I would have to have been provided with sufficient information to support that the information was supplied implicitly or explicitly in confidence. The only explicit confidentiality clause that I can see is in the Project Agreement for the Saskatchewan Hospital North Battleford – Integrated Correctional Facility. SaskBuilds provided my office with a copy of this agreement along with its submission to my office. The agreement included a confidentiality statement that provided the following in part:

> 17.1 Confidentiality
>
> (a) Subject to Section 17.1(b) each party will hold in confidence any Confidential Information received from the other party…
> …
>
> (b) Subject to any restriction on the Confidential Information which are imposed by a third party that may own any Confidential Information, the obligation to maintain the confidentiality of the Confidential Information does not apply to Confidential Information:
> …
>
> (2) which is or comes into the public domain otherwise than through any disclosure prohibited by this Agreement;
>
> (3) to the extent any Person is required to disclose such Confidential Information by Law, including disclosure required under the [sic] *Freedom of Information and Protection of Privacy Act* (Saskatchewan) or the [sic] *Health Information Protection Act* (Saskatchewan).

[34] In order for subsection 19(1)(b) of FOIP to apply, it must be demonstrated that both parties intended the information to be held in confidence at the time the information was supplied. While SaskBuilds' submission does not specifically speak to each part of the test, it has stated that the information at issue in this review did not meet all three parts of the test. Additionally, Graham Construction's submission did not specify how this information in particular applied to any confidentiality agreement the parties had. As the parties do not agree on the application of this exemption, and I have not been provided with sufficient information to support the application of this exemption, I find that subsection 19(1)(b) of FOIP has not been appropriately applied to the records at issue.

[35] In conclusion, I find that subsections 19(1)(a), (b) and (c) of FOIP do not apply.

[36] I recommend SaskBuilds release the responsive portions of the records, as it had intended to prior to the third party requesting the review.

3. Has SaskBuilds properly processed these access to information requests?

[37] Subsection 34(1) of FOIP provides:

> **34**(1) Where a head intends to give access to a record that the head has reason to believe may contain:
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> (a) information described in subsection 19(1) that affects the interest of a third party; or
>
> (b) personal information that may be disclosed pursuant to clause 29(2)(o) and that relates to a third party;
>
> and, in the opinion of the head, the third party can reasonably be located, the head shall give written notice to the third party in accordance with subsection (2).

[38] SaskBuilds had identified other portions of the record that it had determined were exempt pursuant to subsection 19(1)(b) of FOIP, or other exemptions, that it had intended to withhold. However, the portions that the third party has objected to the release of are the portions of the records that SaskBuilds had determined were not subject to any exemptions. It is up to the "head" of SaskBuilds to determine whether exemptions apply to records in its possession or under its control. Section 34 of FOIP only requires for a government institution to provide notice to a third party where it intends to release information that it has reason to believe contains information described in subsection 19(1) of FOIP. If SaskBuilds was not intending to release any portions of the record that it believed subsection 19(1) of FOIP applied to, there was no need to notify the third party at the time it was processing the access to information requests. In the future, SaskBuilds can simplify its process by only notifying third parties when it has identified information that it has reason to believe is exempt pursuant to subsection 19(1) of FOIP, but is intending to release the information.

[39] On September 13, 2019, SaskBuilds notified the Applicant of the third party requests for review. In those letters, SaskBuilds stated, "SaskBuilds is notifying you that we are in receipt of a review from a third party regarding our intention to release records that are responsive to your access to information request."

[40] Section 7 of FOIP provides that "the head shall give written notice to the applicant within 30 days after the application is made." At the time my office commenced these reviews, section 7 responses had not been provided for each of the two access requests. Following a telephone conversation with my office, SaskBuilds issued its section 7 responses to the Applicant on December 23, 2019. Subject to some exemptions, SaskBuilds released some records that were responsive to the Applicant's requests, but were not subject to the third party requests for review. The response letters stated that some portions of the records released to the Applicant were being withheld pursuant to specified exemptions. However, these response letters did not appear to address the records that my office is reviewing in this Report.

[41] In SaskBuilds' September 13, 2019 notification letters to the Applicant, it stated it was intending to release records responsive to its request. It did not specify that it was intending to withhold some information pursuant to various exemptions under FOIP as required by subsection 7(2)(d) of FOIP. Additionally, in its December 23, 2019 section 7 response letters, SaskBuilds only addressed the portions of the records being withheld from the pages of the records being released. This letter did not address that SaskBuilds was also intending to withhold portions of the records for the pages of the record that were under review by my office. In the future, SaskBuilds should clearly specify when it is intending to withhold information and cite the specific exemptions it has determined apply to all the records responsive to the Applicant's access to information request. This would ensure that applicants are fully aware of SaskBuilds' intentions and would allow an applicant to request a review of other exemptions SaskBuilds has applied, even where a third party requests the review of only the third party exemption.

[42] I recommend that SaskBuilds ensure it has a policy or procedure for the processing of access to information requests, including the processing of requests involving third parties to ensure it is processed in accordance with FOIP.

IV FINDING

[43] I find that subsections 19(1)(a), (b) and (c) of FOIP do not apply to the portions of the record at issue.

V RECOMMENDATIONS

[44] I recommend SaskBuilds release the responsive portions of the records, as it had intended to prior to the third party requesting the review.

[45] I recommend that SaskBuilds ensure it has a policy or procedure for the processing of access to information requests, including the processing of requests involving third parties to ensure it is processed in accordance with FOIP.

Dated at Regina, in the Province of Saskatchewan, this 30th day of March, 2021.

Ronald J. Kruzeniski, Q.C.
Saskatchewan Information and Privacy Commissioner