Office of the
Saskatchewan Information
and Privacy Commissioner

INVESTIGATION REPORT 186-2026[1]

Town of Dalmeny

-and-

Hooper Access and Privacy Consulting Ltd.

November 18, 2026

Summary: The Complainant had filed several access to information requests with the Town of Dalmeny (Town). The Town decided to contract out the access to information processing to Hooper Access and Privacy Consulting Ltd. (Hooper Consulting) which meant that the Complainant's personal information was now with Hooper Consulting. The Complainant later discovered there was no written agreement in place between Hooper Consulting and the Town. The Complainant alleged a contravention of *The Local Authority Freedom of Information and Protection of Privacy Act* (*LA FOIP*).

The Town confirmed it did not have a written agreement with Hooper Consulting at that time but shortly after the commencement of this investigation one was installed. The Complainant's request that the OIPC undertake an investigation into the matter occurred prior to the establishment of the written agreement making this investigation largely moot. However, a review of the contents of the agreement is the subject matter of this investigation.

After investigating, the Commissioner concluded that:

1) Hooper Consulting fits the definition of an Information Management Service Provider (IMSP).

2) The Complainant's personal information was used by Hooper Consulting for the agreed upon purposes and remains in the Town's control.

[1] The other OIPC case file number associated with this investigation is Investigation file 352-2026.

3) The Town did not have a written agreement with Hooper Consulting when it entered into a relationship with the consulting firm but has since remedied the situation.

The Commissioner found that:

1) There is no evidence that the Complainant's personal information was used, collected or disclosed in violation of *LA FOIP*.

2) The written agreement between the Town and the IMSP (Hooper Consulting) for access to information duties, which has been in place since October 2026, is sufficient.

The Commissioner recommended the Town take no further action in relation to this investigation.

I. BACKGROUND

[1] On January 12, 2026, the Complainant emailed the Town:

> …
> I am writing to request access to inspect and obtain copies of contracts approved by Council, pursuant to section 117 of *The Municipalities Act* (public right to inspect designated municipal documents, including council-approved contracts).
>
> Specifically, I am requesting the Council approved contract(s), agreement(s), and any amendments/renewals (including schedules (appendices) for:
>
> > …
> > 2.Hooper Access and Privacy Consulting Ltd. (information access and privacy consulting and/or facilitation of LA FOIP process and and/or secure portal services).
> > …

[2] On January 28, 2026, the Town responded:

> …
> Hooper Access & Privacy Consulting Ltd.
>
> - Council did not enter into an agreement with Hooper Access and Privacy Consulting Ltd. However, their invoice in the amount of $1,791.56 was presented to Council at the January 12, 2026, Regular meeting and was

> approved for payment. For your information, I have provided you with a copy of the invoice.
> …
>
> [Emphasis added]

[3] On February 2, 2026, the Complainant emailed the Town again:

> …
> I am writing in response to the Town's correspondence and the records provided, which reveal an additional breach of The Local Authority Freedom of Information and Protection of Privacy Act. Specifically, the documents confirm that the Town disclosed my personal information to Hooper Consulting without first having entered into a written agreement that complies with section 23.2(2) of LA FOIP.
> …

[4] On March 8, 2026, the Complainant submitted a complaint to the Office of the Saskatchewan Information and Privacy Commissioner (OIPC):

> *Alleged Breach of Privacy Reporting Form*:
>
> > In providing documents to me as part of a LA FOIP request for my own personal information held by the Town of Dalmeny, the Town provided the records containing my personal information to Hooper Access and Privacy Consulting Ltd., based out of British Columbia, without a written agreement as required by section 23.2(2) of LA FOIP. I notified the CAO of the Town of Dalmeny of this breach on February 2, 2026, but have not received a reply. The information contained in the breach includes all documents from my October 2025 LA FOIP request, for which I have separately asked your office for a review for adequacy of search and for review of exemptions claimed by the Town. I have already sent some of those documents to your office as part of another alleged privacy breach.

[5] On September 19, 2026, OIPC notified the Town and the Complainant that an investigation would commence. On September 20, 2026, the Complainant provided a submission to OIPC. OIPC requested that the Town provide additional information by October 5, 2026. The Complainant was also invited to provide additional details by the same date.

[6] On October 6, 2026, the Town provided a submission to OIPC.

[7] On October 13, 2026, OIPC notified Hooper Access and Privacy Consulting Ltd. (Hooper Consulting)[2] that an investigation would commence and gave it a due date of October 27, 2026, for a submission.

[8] On October 19, 2026 the Town and Hooper Consulting entered into a formal written agreement for the provision of access to information and privacy consulting services for the Town.

[9] On October 26, 2026, Hooper Consulting provided a submission to OIPC.

II DISCUSSION OF THE ISSUES

1. Jurisdiction

[10] The Town qualifies as a "local authority" pursuant to section 2(1)(f)(i) of *The Local Authority Freedom of Information and Protection of Privacy Act (LA FOIP)*.[3] OIPC has jurisdiction to conduct this investigation under section 32 of *LA FOIP*.

2. Did a privacy breach occur?

[11] A privacy breach includes the unauthorized collection, use or disclosure of identifying personal information.[4] The first step in determining a privacy breach is to identify whether personal information is involved. If so, then the second step is to determine if the personal information was collected, used or disclosed in a way that is not authorized by *LA FOIP*.[5]

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[2] Hooper Access & Privacy Consulting Ltd. (Hooper Consulting) is a firm based in Victoria, British Columbia "Specializing in Access, Privacy and Information Management".

[3] *The Local Authority Freedom of Information and Protection of Privacy Act*, SS 1990-91, c. L-27.1, as amended.

[4] OIPC resource *Privacy Breach Guidelines for Government Institutions and Local Authorities* at page 3.

[5] OIPC Investigation Report 241-2025 at paragraph [9].

a) Was personal information involved in this matter?

[12] On December 17, 2025, the Complainant received correspondence from Hooper Consulting in response to an access to information request. The title of the email was "Release Package ready for download_Dalmeny LA FOIP". On September 20, 2026, the Complainant submitted to this office:

> This was not simply about Hooper Consulting needing to know my contact information to provide me with records containing general municipal information. My primary concern remains that since my LA FOIP request was for my own personal information held by the Town, my highly sensitive personal information was transferred to an external corporate entity in British Columbia without any of the statutory, contractually binding privacy safeguards required by Saskatchewan law.
>
> …
> Because I had no prior knowledge of everything contained within those files, I could not possibly know, anticipate, or consent to the specific personal information and subjective opinions about me that were handed over to an external commercial contractor.
>
> Without a written contract there is no legal assurance regarding how my information was stored. who accessed it whether it was copied or if it has been securely destroyed
> …

[13] The Town provided the Complainant's personal information to Hooper Consulting because the Town contracted out the physical processing of the access to information request. Hooper Consulting is a firm based in Victoria, British Columbia. The corporate website indicates the following:

> We provide FOI request processing services including request communications, document control and tracking, document analysis and redaction, production of fee estimates, consultations with third parties, and preparation of response packages.

[14] The Complainant submitted that the Town disclosed the following information to Hooper Consulting:

> My full name, email address, phone number, signature, my [spouse/partner's] name (and therefore my marital status), mailing address & civic address,

> property title number, personal opinions, opinions of others about me, financial details (receipt for LA FOIP request). Due to incomplete redaction, the documents also contained others' personal information (name, cell numbers, financial information, and signatures).

[15] The definition of "personal information" is assisted by means of the non-exhaustive list in section 23(1) of *LA FOIP*. Personal information is statutorily defined as information that identifies an individual. A common example is information that includes the name of an individual. Information is "personal in nature" if it provides core biographical detail about an individual.[6]

[16] Considering the Complainant's access to information request and the personal information requested within those records, it is clear that the Complainant's personal information would need to be shared with Hooper Consulting in order for the access to information processing agreement to be fulfilled.

[17] The following provisions of section 23(1) of *LA FOIP* are relevant to this investigation:

> **Interpretation**
> **23**(1) Subject to subsections (1.1) and (2), "personal information" means personal information about an identifiable individual that is recorded in any form, and includes:
>
> > (a) information that relates to the race, creed, religion, colour, sex, sexual orientation, family status or marital status, disability, age, nationality, ancestry or place of origin of the individual;
> >
> > (b) information that relates to the education or the criminal or employment history of the individual or information relating to financial transactions in which the individual has been involved;
> >
> > …
> > (e) the home or business address, home or business telephone number, fingerprints or blood type of the individual;
> >
> > (f) the personal opinions or views of the individual except where they are about another individual;
> >
> > …

[6] *Ibid*, at paragraph [10].

(k) the name of the individual where:

(i) it appears with other personal information that relates to the individual; or

[18] The following are some of the relevant data elements at issue in this matter:

Record	Data Elements Present	Is this personal information?	*LA FOIP* Application
Record 1 (page 33) contained the Complainant's $20.00 application fee receipt.	The Complainant's name alongside the name of their spouse/partner, and their address. The receipt also states that the application fee was paid by cheque.	Marital/family status is personal information.[7] An address is personal information.[8] A record of a financial transaction is considered personal information.[9]	This record engages sections 23(1)(a), (b), (e) and (k)(i) of *LA FOIP*
Record 1 (page 18) contained a letter written to the Town from the Complainant. The Complainant offered their views and opinions on a specific issue.	The Complainant's name alongside their personal opinion and views.	The views and opinions of an individual constitute personal information.[10]	This record engages sections 23(1)(f) and 23(1)(k)(i) of *LA FOIP*

[7] OIPC Review Report 006-2024 at paragraph [69]: SHA asserted that the withheld information qualified as personal information because it was about the marital status of an employee. In this case the receipt listed the Complainant's spouse/partner on a receipt therefore revealing family/marital status.

[8] OIPC Investigation Report 168-2025 at paragraphs [11] and [15]: Obviously, the name of an individual and their physical address qualifies as personal information. In this case the receipt contained the name of the Complainant and their physical address.

[9] OIPC Review Report 033-2017 at paragraph [40] where the former Commissioner recommended the Village redact receipt numbers and receipt amounts because this is personal information.

[10] OIPC Review Report 242-2024 at paragraph [32] considered the Applicant's personal opinion to be the Applicant's personal information pursuant to section 23(1)(f) of *LA FOIP*.

Record 1 (page 3) the Mayor referred to the Complainant's name in an email sent to the Chief Administrative Office (CAO) on June 29, 2022. Record 1 (page 10) the Mayor referenced the Complainant's name in an email to the CAO and Office Manager. Record 2 (page 11) the Mayor emailed the CAO and referenced the Complainant's name in relation to an opinion about them.	The Complainant's name alongside other personal information including views and opinions about them.	The name of an individual where it appears with other personal information that relates to the individual is considered personal information.[11]	This record engages sections 23(1)(f) and (k)(i) of *LA FOIP*

[19] OIPC asked the Town to clarify the following issues:

- Does the Town have a past/current written agreement or contract with Hooper Consulting? If so, provide a copy of the agreement or contract.
- Is it the Town's position that it had/has the authority to provide the Complainant's personal information to Hooper Consulting? For instance, does the Town:
  - under section 2(1)(b.1) of *LA FOIP*, consider Hooper Consulting an "employee"; or
  - an information management service provider (IMSP) under section 2(1)(e.1) of *LA FOIP*.

[20] In response, on October 6, 2026, the Town asserted:

> …
> The Town has the authority to refer matters for professional guidance and to obtain advice and services as required.

[11] OIPC Review Report 154-2025 at paragraph [37]. The Commissioner stated that the Prince Albert Police Service redacted the name of a complainant. This information qualifies as personal information as defined by section 23(1)(k)(i) of *LA FOIP*.

> Hooper Access & Privacy Consulting Ltd. is clearly not an employee of the Town, and the Town did not consider it to be an information management service provider, insofar as the definition of such a provider contemplates a very broad information management mandate, and not the narrow basis upon which the Town was working with Hooper Access & Privacy Consulting Ltd. The Town has relied on Hooper Access & Privacy Consultant Ltd.'s reputation as a professional consultant and believes that Hooper Access & Privacy Consulting Ltd. is clearly well acquainted with the need to preserve privacy over any personal information.
>
> [Emphasis added]

[21] The Town was correct in its decision that Hooper Consulting was not an employee. *LA FOIP* defines an employee as follows:

> **Interpretation**
> **2**(1) In this Act:
>
> …
> (b.1**) "employee"** means an individual employed by a local authority and includes an individual retained under a contract to perform services for the local authority;

[22] Page four of the October 19, 2026 agreement between the Town and Hooper Consulting states:

> 6. INDEPENDENT CONTRACTOR
>
> 6.1 Consultant Status
>
> The Parties acknowledge and agree that the Consultant is an independent contractor and is not an employee, partner, or agent of the Town.
>
> [Emphasis added]

[23] The Town was incorrect about its conclusion with respect to whether Hooper Consulting was an Information Management Service Provider (IMSP). Consider the IMSP definition in *LA FOIP*:

> **Interpretation**
> **2**(1) In this Act:

> …
> (e.1) **"information management service provider"** means a person who or body that:
>
> > (i) processes, stores, archives or destroys records of a local authority containing personal information; or
> >
> > (ii) provides information management or information technology services to a local authority with respect to records of the local authority containing personal information;

[24] Section 23.2(1)(e) of *LA FOIP* further provides:

> **Information management service provider**
> **23.2**(1) A local authority may provide personal information to an information management service provider for the purpose of:
>
> …
> (e) providing consulting services.
>
> [Emphasis added]

[25] Hooper Consulting fits the definition of an IMSP. Hooper Consulting not only processed personal information for the Town but also provided information management services to the Town. Page 1 of the written agreement between the Town and Hooper Consulting indicates: "The Town wishes to engage the Consultant to provide access-to-information and privacy consulting services, and the Consultant agrees to provide those services on the terms of this Agreement.".

b) Was the personal information collected, used and/or disclosed in violation of the provisions of LA FOIP?

[26] To *collect* personal information means to gather, obtain access to, acquire, or to receive personal information. To *use* personal information is when a local authority internally utilizes personal information. This includes sharing of personal information in such a way that the personal information remains under the control of the local authority. To *disclose*

personal information means to expose personal information to another organization that is not a division or branch of the local authority.[12]

[27] In order to determine if the sharing of the Complainant's personal information with Hooper Consulting could be considered a "use" or a "disclosure", the nature of the relationship between the two parties must be considered as well as whether possession/control of the personal information has passed from the Town to Hooper Consulting.

[28] OIPC defines "possession" and "control" in the following ways:[13]

- "Possession" is physical possession plus a measure of control over the record
- "Control" connotes authority. A record is under the control of a local authority when it has the authority to manage the record including restricting, regulating, and administering its use, disclosure or disposition.

[29] The Complainant's personal information was "used" when the Town shared it with Hooper Consulting because this corporate entity was providing services on the Town's behalf. The Town, however, did not have a written agreement with Hooper Consulting. A formal written agreement ensures that personal information remains in the control of the local authority and that the work performed is governed by the law of Saskatchewan – *LA FOIP*.

[30] Section 23.2 of *LA FOIP* outlines the requirements and responsibilities placed on local authorities when entering a relationship with an IMSP. Section 23.2 of *LA FOIP* provides:

> **Information management service provider**
> **23.2**(2) Before disclosing personal information to an information management service provider, the local authority shall enter into a written agreement with the information management service provider that:
>
> (a) governs the access to and use, disclosure, storage, archiving, modification and destruction of the personal information;

[12] OIPC Investigation Report 152-2022 at paragraph [46].

[13] OIPC Review Report 247-2017 at paragraph [11].

> (b) provides for the protection of the personal information; and
>
> (c) meets the requirements of this Act and the regulations.
>
> (3) An information management service provider shall not obtain access to, use, disclose, process, store, archive, modify or destroy personal information received from a local authority except for the purposes set out in subsection (1).
>
> (4) An information management service provider shall comply with the terms and conditions of the agreement entered into pursuant to subsection (2).
>
> [Emphasis added]

[31] On October 26, 2026, Hooper Consulting advised the following with respect to the written agreement that came into effect on October 19, 2026:

> The current written agreement that Hooper Access and Privacy Consulting Ltd. (HAPC) has with the Town of Dalmeny is attached: *Bylaw 8-2026 – Certified*.
>
> In 2025, when our working relationship began, [President of Hooper Consulting], verbally (over the phone) with [Town CAO]) agreed to enter into a working relationship (i.e., consultant) with the Town of Dalmeny and then, on 26-Nov-2025, received written confirmation of that agreement from the [Town CAO]/Town of Dalmeny. This written confirmation is attached: *26-Nov-2025_Verbal agreement confirmed w Dalmeny*. This written confirmation is what [Hooper Consulting] kept on file as the agreement until the current agreement was signed.

[32] Hooper Consulting provided OIPC with what was described above as "26-Nov-2025_Verbal agreement confirmed w Dalmeny". The attachment consisted of one page. It is an email from the CAO sent November 26, 2025, stating that the Town would like to proceed. This email was followed up on the same day with a response from Hooper Consulting stating that a portal would be set up and that an invite to access the site would be sent. This exchange does not constitute a written agreement pursuant to section 23.2 of *LA FOIP*.

[33] However, the October 19, 2026 written agreement which was attached to Hooper Consulting's submission. Bylaw No. 8-2026 titled, "A BYLAW TO PROVIDE FOR THE TOWN OF DALMENY TO ENTER INTO AN AGREEMENT FOR CONSULTING SERVICES" is a formal written contract that is dated and signed. Included with the copy

of the bylaw, was the "Consulting Services Agreement" which was effective as of October 19, 2026, between the Town and Hooper Consulting.

[34] Section 8.2 of *The Local Authority Freedom of Information and Protection of Privacy Act Regulations (LA FOIP Regulations)* provides that written agreements between a local authority and an IMSP must be sufficient to meet the requirements of section 23.2 of *LA FOIP*:[14]

> **Agreement between local authority and information management service provider**
> **8.2** For the purposes of clause 23.2(2)(c) of the Act, a written agreement that is entered into between a local authority and an information management service provider must include:
>
> (a) a description of the specific service the information management service provider will deliver;
>
> (b) provisions setting out the obligations of the information management service provider respecting the security and safeguarding of personal information; and
>
> (c) provisions for the destruction of the personal information, if applicable.

[35] From a review of the "Consulting Services Agreement" between the Town and Hooper Consulting it is evident that the agreement contains all necessary elements:

IMSP Agreement Requirement	**Evident in the "Consulting Services Agreement" between the Town and Hooper Consulting**
Governs the access to and use, disclosure, storage, archiving, modification and destruction of the personal information (**23.2**(2)(a) of *LA FOIP)*	✓ Page 6 of the agreement states: The Consultant shall collect, access, use, disclose, store, secure, retain, and destroy Personal Information only as authorized by the Town and shall protect Personal Information to a standard no less stringent than that required of the Town under applicable Saskatchewan privacy legislation.

[14] *The Local Authority Freedom of Information and Protection of Privacy Regulations*, RRS c.L-27.1 Reg1 (effective July 1, 1993), as amended.

Provides for the protection of personal information; (**23.2**(2)(b) of *LA FOIP)*	✓ Page 6 of the agreement states: The Consultant shall implement and maintain appropriate administrative, physical, and technical safeguards to protect the integrity, accuracy, and confidentiality of Personal Information and protect Personal Information against reasonably anticipated threats or hazards and unauthorized access, collection, use, disclosure, processing, modification, loss, theft, or destruction.
Meets the requirements of this Act and the regulations. (**23.2**(2)(c) of *LA FOIP)*	✓ Page 5 of the agreement states that the Consultant acknowledges that the Town is subject to *LA FOIP* and shall comply with all applicable privacy obligations arising under: (a) *LA FOIP*; (b) *LA FOIP* Regulations; and (c) any other applicable privacy legislation
An information management service provider shall not obtain access to, use, disclose, process, store, archive, modify or destroy personal information received from a local authority except for the purposes set out in subsection (1). (**23.2**(3) of *LA FOIP)*	✓ Page 8 of the agreement states that: The Consultant acknowledges that it is an "information management service provider" within the meaning of *LAFOIP*. The Consultant shall access, collect, use, disclose, process, store, archive, modify, retain, return, and destroy Personal Information only: (a) for the purpose of providing the Services; (b) in accordance with this Agreement and the written directions of the Town; and (c) as permitted or required by *LAFOIP* and other applicable laws.
An information management service provider shall comply with the terms and conditions of the agreement entered into pursuant to subsection (2). (**23.2**(4) of *LA FOIP)*	✓ Page 8 of the agreement states: the Consultant shall comply with all obligations applicable to information management service providers under *LAFOIP* and the Regulations. The Consultant shall not acquire any right, title, or interest in Personal Information.

There must be a description of the specific service the information management service provider will deliver; (**8.2**(a) of *LA FOIP Regulations*)	✓ Page 2 of the Agreement states: The Services may include, without limitation: (a) advice regarding LAFOIP compliance; (b) responding to access to information requests; (c) preparation of policies, procedures, forms, and templates; (d) privacy impact assessments; (e) breach response and incident management assistance; (f) records management advice; (g) staff education and training; (h) preparation of reports, recommendations, and correspondence; and (i) such other services as the Parties may agree from time to time.
There must be provisions setting out the obligations of the information management service provider respecting the security and safeguarding of personal information; and (**8.2**(b) of *LA FOIP Regulations*)	✓ Included above
There must be provisions for the destruction of the personal information, if applicable. (**8.2**(c) of *LA FOIP Regulations*)	✓ Included above.

[36] The Complainant's concern was with respect to whether their personal information was sufficiently protected when provided to Hooper Consulting. The agreement that exists specifically mandates that all information obtained from the Town is confidential and must be protected. It also provides that all records/information received, accessed, collected,

created, maintained, or stored by the IMSP in fulfillment of its contractual duties *remains* in the Town's ultimate control.

[37] Sharing personal information with an IMSP is an authorized use. A privacy breach can only occur if the IMSP did something inappropriate with the personal information or if the Town lost control of the personal information in question. That did not happen in this case. The Complainant can be assured that even though the Town did not have a written agreement when it entered into a relationship with the IMSP (Hooper Consulting), this has since been remedied. There is no evidence that the Complainant's personal information was used, collected or disclosed in violation of the provisions of *LA FOIP*.

III FINDINGS

[38] OIPC has jurisdiction to conduct this investigation under section 32 of *LA FOIP*.

[39] There is no evidence that the Complainant's personal information was used, collected or disclosed in violation of the provisions of *LA FOIP*.

[40] The written agreement between the Town and the IMSP (Hooper Consulting) for access to information duties, in place since October 2026, is sufficient.

IV RECOMMENDATION

[41] I recommend the Town take no further action in relation to this investigation.

Dated at Regina, in the Province of Saskatchewan, this 18th day of November, 2026.

Grace Hession David
Saskatchewan Information and Privacy Commissioner