Office of the
Saskatchewan Information
and Privacy Commissioner

REVIEW REPORT 041-2026[1]

Rural Municipality of Reford No. 379

October 28, 2026

Summary: On December 10, 2025, the Rural Municipality of Reford No. 379 (RM) received two materially similar access requests from separate applicants. One of the applicants ("Applicant") has been, and continues to be, closely supported in access to information applications by the other applicant ("Advocate"). Given the similarity of the access requests and the relationship between the two parties, the Office of the Saskatchewan Information and Privacy Commissioner (OIPC) considered both requests for review of a second fee estimate as Part A and Part B to this Report.

Part A (OIPC Review File 041-2026)

The RM received an access to information request from the Applicant and issued a fee estimate of $690, which was promptly paid. Subsequently, the RM made an application to the Office of the Saskatchewan Information and Privacy Commissioner (OIPC) to disregard the Applicant's access request under section 43.1 of *The Local Authority Freedom of Information and Protection of Privacy Act* (*LA FOIP*). The Commissioner could not grant the disregard because in first issuing a fee estimate, the RM had indicated to the Applicant that it was prepared to proceed with the access request. The application to disregard could not be granted.

The RM then refunded the first fee estimate to the Applicant and proceeded to issue a *second* fee estimate in the amount of $6,865.20. The Applicant asked the OIPC to review the procedural actions of the RM with respect to the second fee estimate.

The Commissioner found that section 9(2) of *The Local Authority Freedom of Information and Protection of Privacy Act* (*LA FOIP*) provided a procedural barrier to the RM from issuing the second fee estimate because the Applicant had already paid the first fee estimate. The second fee

[1] This Report also considers a discontinuance by the Office of the Saskatchewan Information and Privacy Commissioner (OIPC) of OIPC File 067-2026.

estimate is a statutory nullity. Pursuant to section 9(2) of LA FOIP, the Applicant cannot be required to pay any amount greater than the $690 they had already paid in relation to the first fee estimate. The reasonableness of the RM's second fee estimate is moot.

The Commissioner recommended that the RM continue processing the Applicant's December 10, 2025 access request and issue a response under section 7(2)(a) of *LA FOIP* within two weeks of issuance of this Report.

Part B (OIPC Review File 067-2026)
The Advocate's access request was materially similar to the Applicant's in every way and, as a result, the issue of the two fee estimates arose in connection with this access request as well.

The Commissioner discontinued the Advocate's request for a review of the fee estimate under section 39(2)(a) of *LA FOIP* and recommended that the RM do nothing further with the Advocate's access request of December 10, 2025 on the grounds that it was vexatious and not made in good faith.

The Commissioner recommended the RM take no further action with the Advocate's access request of December 10, 2025.

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I BACKGROUND

Part A – Applicant's Access Request of December 10, 2025 (OIPC Review File 041-2026)

[1] On December 10, 2025, the Rural Municipality of Reford No. 379 (RM) received an access to information request from the Applicant and the $20 application fee.[2] On December 16, 2025, the RM issued a fee estimate in the amount of $690 to the Applicant. The Applicant promptly paid the full $690 that same day.

[2] On December 23, 2025, the RM applied to the Office of the Saskatchewan Information and Privacy Commissioner (OIPC) on December 23, 2025, to disregard the Applicant's access request of December 10, 2025, citing sections 43.1(2)(a)(b) and (c) of *The Local Authority Freedom of Information and Protection of Privacy Act* (*LA FOIP*).[3]

[3] OIPC accepted the RM's application on December 29, 2025, and subsequently denied the disregard on January 14, 2026 on procedural grounds.[4] As a result, OIPC recommended that the RM continue to process the Applicant's access request as required by section 43.1(5) of *LA FOIP*.

[4] On January 16, 2026, the RM advised the Applicant that it was extending its time to respond by an additional 30 days under sections 12(1)(a)(i) and (ii) of *LA FOIP*.

[5] On January 19, 2026, the RM advised the Applicant it was refunding the fee estimate amount that had been paid. The RM told the Applicant:

> This letter is to advise that the fee estimate paid in relation to your LA FOIP request was returned December 30, 2025. The electronic transaction received by the RM's financial institution did not contain sufficient identifying information to permit verification of the source of the payment. As the payment

[2] The Applicant's access to information request is reproduced as Appendix A.

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

[4] OIPC Disregard Decision 363-2025.

> could not be verified or reconciled by the Municipality's financial institution, it was not accepted and was returned to the original form of payment...

[6] The RM further advised the Applicant that the first fee estimate did not "accurately reflect the actual work required to process the request". The RM then outlined a new fee estimate on January 19, 2026 that consisted of the following details:

Type of Fee	**Cost**
Estimated search and preparation	$3,965.00
Estimated electronic search and retrieval fee at an operator cost of $80.72/hour x 35 hours	$2,825.20
Total estimated fee	$6,865.20

[7] On January 21, 2026, the Applicant contacted the RM to advise that they did not receive the $690 refund on their credit card by way of reversal or refund. On January 23, 2026, the RM advised the Applicant that it requested a trace through its financial institution for the transaction. The RM confirmed that the financial institution had processed the return of the $690 to the Applicant on December 30, 2025.

[8] On January 26, 2026, the Applicant requested that OIPC: (1) review the escalation and reasonableness of the second fee estimate; (2) comment on the handling of the payment refunding; and (3) provide clarification regarding the identification of 2,072 records in the revised fee estimate.

[9] On August 26, 2026, OIPC notified the Applicant and the RM that a review would proceed. Under review would be: (1) Whether *LA FOIP* permitted a second fee estimate; and (2) the reasonableness of the new fee estimate. OIPC invited each party to provide a submission.

[10] The Applicant provided a submission to OIPC on August 30, 2026. In it, the Applicant noted that the RM had asserted on April 23, 2026, that it could not "independently verify whether the $690 had been credited and declined to issue a cheque". The Applicant also noted in their submission that they received a notice of abandonment from the RM dated March 2, 2026.

[11] On September 24, 2026, the Applicant advised OIPC that the RM had issued a refund cheque in the amount of $690 on September 10, 2026. The Applicant provided documentation to support that on September 24, 2026, they remitted the $690 back to the RM by e-transfer. The Applicant wished to indicate that in so doing, they did not accept "the RM's subsequent revised estimate, withdrawal or abandonment of the access request, or any change in [the RM's] position ...".

[12] On September 28, 2026, the RM confirmed that it stood by the second fee estimate in the amount of $6,865.20.

[13] On October 1, 2026, the RM provided OIPC with its submission and supporting documentation.

Part B – Advocate's Access Request of December 10, 2025 (OIPC Review File 067-2026)

[14] On December 10, 2025, the RM received an access to information request from an individual who acts as an advocate (Advocate) for the Applicant in this and several other access to information matters involving the RM.[5] In Disregard Decision 291-2026[6], OIPC established that the Advocate is a friend of the Applicant and has repeatedly represented the Applicant in past access-related matters with the RM. The Advocate's access request of December 10, 2025, contains many of the same keywords as the Applicant's, including references to the Advocate's online publication. Both access requests are materially similar in scope and both access requests require similar records regarding the same identified individuals. The Advocate was provided with the same two fee estimates by the RM and the Advocate also asked OIPC for a review on February 23, 2026.

[15] Given the duplication and overlap of keywords between the two access requests, we felt it necessary to consider whether the Advocate's request on the same date was frivolous, vexatious and/or not made in good faith. On August 8, 2026, OIPC notified the Advocate:

[5] The Advocate's access request is reproduced is attached to this Report as Appendix B.

[6] OIPC Disregard Decision 291-2026 at paragraph [32].

> The Office of the Saskatchewan Information and Privacy Commissioner (OIPC) is currently reviewing another decision regarding an access request the RM of Reford No 379 (RM) received from another individual, in which you are the representative for the purpose of the OIPC review. In that case, we note that the wording of the request, and the request's layout is almost identical to this access request. Additionally, the access request associated with this review... was made 15 minutes after the other access request...
>
> In OIPC Disregard Decision 363-2025 (related to access request... in which you were the representative) the Commissioner found, "This Applicant was the subject of a review that was discontinued by this office because it was found that the Applicant acted with obvious bad faith. Going forward we put these parties on notice. It is obvious that there is some acrimony between the parties. We do have some concern with respect to this Applicant and the repeated access to information requests upon the limited resources of this RM and this office."
>
> Accordingly, the OIPC is considering if the Commissioner should discontinue OIPC Review 067-2026. The OIPC will now pause the review of OIPC Review 067-2026 so we may consider if your access to information request to the RM of Reford No. 379 (RM), and subsequent request for review is vexatious, and not made in good faith.

[16] The Advocate and the RM were advised that the Commissioner would consider, as a preliminary matter, whether to discontinue the Advocate's request for review under sections 39(2)(a) and (b) of *LA FOIP*. OIPC invited each party to provide a submission on the matter. The Applicant did so on September 1, 2026, and the RM on September 11, 2026.

II RECORDS AT ISSUE

[17] This review is focused on the following two separate parts that do not necessitate a review of any records:

> **Part A** – Whether *LA FOIP* permits the issuance of a second fee estimate and the reasonableness of the first fee estimate; and
>
> **Part B** - Whether to discontinue the Advocate's request for review in OIPC Review File 067-2026.

III DISCUSSION OF THE ISSUES

1. Jurisdiction

[18] The RM qualifies as a "local authority" as defined by section 2(1)(f)(i) of *LA FOIP*. OIPC has jurisdiction to undertake a review of both matters under PART VI of *LA FOIP*.

2. The Second Fee Estimate

Part A – OIPC Review File 041-2026

[19] We will first determine if the RM had the ability under *LA FOIP* to issue the second fee estimate to the Applicant in the amount of $6,865.20. The RM submitted that a careful reading of the legislation provided that a fee estimate should not bind the RM.[7] The RM submitted that a fee estimate was nothing more than an approximation of anticipated cost different from the "prescribed fee" in section 9(1) of *LA FOIP* or the "prescribed amount" in section 9(2) of *LA FOIP*. The RM also relied on the notice it had given the Applicant with the original fee estimate that if the volume or complexity of the record became an issue, the fee estimate may be adjusted. The RM attempted to explain how a fee estimate was not binding:

> Read in isolation, s. 9(2) could be understood to limit the amount payable to the amount in the fee estimate. That reading is inconsistent with the ordinary meaning of "fee estimate" and with s. 7(2)(a) of LA FOIP and s. 5 of the Regulations.
>
> In its ordinary sense, a "fee estimate" is an approximation of anticipated cost. A fee estimate should not be interpreted to fix the Prescribed Fee or to bind the RM to complete the request for the estimated amount.

[20] The RM claimed that the prescribed fee cited in section 9(2) of *LA FOIP* is guided by the fees set out at section 5 of *The Local Authority Freedom of Information and Protection of*

[7] The RM suggested that a combination of s. 2-10 of *The Legislation Act*, sections 7 and 9 of *LA FOIP*, and sections 5 and 6 of the *LA FOIP Regulations*, allows for a statutory interpretation of the statutory scheme that suggests a fee estimate should not be interpreted to bind the RM.

Privacy Regulations (LA FOIP Regulations), and that section 5 of *LA FOIP Regulations* explains "how that fee is calculated".[8] The RM concluded that after a request is processed, an applicant must "pay the Prescribed Fee before receiving" the records "regardless of the amount stated in any fee estimate".

[21] OIPC rejects the RM submission. The main reason we must reject the RM submission is because while section 5 of the *LA FOIP Regulations* allows an RM to develop a fee estimate, once the RM has provided the fee estimate to an Applicant pursuant to section 9(2) of *LA FOIP* and once the fee estimate is accepted by the Applicant, there is no going backwards to require further funds if the original fee estimate proves to be inadequate. On the other hand, if the Applicant pays a fee estimate that turns out to exceed the costs of processing the access request, section 6(2) of the *LA FOIP Regulations* provide for a refund since "the actual amount of fees is the amount payable by the applicant". *LA FOIP* is clearly structured in favour of the applicant in the calculation of costs involved with the processing of an access to information request. For this reason, a fee estimate must be issued with care, consideration and in consultation with an applicant because there is no second chance to recoup losses if the first fee estimate quote proves to have been too low.

[22] As background for our conclusion, it is essential to chart the 30-day timeline prescribed by section 7(2) of *LA FOIP* in relation to this matter because the sequence of these events are fundamental to our findings: [9]

What occurred?	**Date Occurred**	**RM's Processing Timeline/Day**
RM received Applicant's access request and $20 application fee	December 10, 2025	**Day 1** December 11, 2025[10]

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

[9] Time is calculated as per the rules set out in section 2-28 of *The Legislation Act, 2019*, SS 2019, c L-10.2, as amended.

$690 fee estimate was given by RM and paid by Applicant the same date (first fee estimate)	December 16, 2025	**Day 6** (clock stops & resumes same date)
RM made application to OIPC to disregard Applicant's December 10, 2025 access request under section 43.1 of *LA FOIP*	December 23, 2025	**Day 13**
OIPC accepted the RM's application to disregard when all materials were received, and under section 43.1(3) of *LA FOIP* the clock was stopped	December 29, 2025	**Day 19** (clock stops until OIPC's decision on disregard is made)
OIPC denied the RM's application to disregard and issued its decision; clock for RM to continue processing Applicant's access request of December 10, 2025 resumed under section 43.1(5) of *LA FOIP*	January 14, 2026	**Day 19** (clock resumes) – RM now had 11 days to process access request, until January 25, 2026
RM advised Applicant it is extending its time to respond by an additional 30 days under sections 12(1)(a)(i) and (ii) of *LA FOIP*, which if executed correctly would push out the RM's time to respond to February 9, 2026	January 16, 2026	**Day 21**
RM issued new $6,865.20 fee estimate to Applicant (second fee estimate)	January 19, 2026	**Day 24**
Applicant requested review from OIPC	January 26, 2026	
Applicant stated they received notice of abandonment from the RM	March 2, 2026	

[10] Section 2-28(3) of *The Legislation Act* sets out that a period described by reference to a number of days between two events excludes the first day on which the first event happens and includes the last day on which the event happens.

[23] Sections 9(1) to (4) of *LA FOIP* provide essential guidance to local authorities on fees and fee estimates:

> **Fee**
> **9**(1) An applicant who is given notice pursuant to clause 7(2)(a) is entitled to obtain access to the record on payment of the prescribed fee.
>
> (2) Where the amount of fees to be paid by an applicant for access to records is greater than a prescribed amount, the head shall give the applicant a reasonable estimate of the amount, and the applicant shall not be required to pay an amount greater than the estimated amount.
>
> (3) Where an estimate is provided pursuant to subsection (2), the time within which the head is required to give written notice to the applicant pursuant to subsection 7(2) is suspended until the applicant notifies the head that the applicant wishes to proceed with the application.
>
> (4) Where an estimate is provided pursuant to subsection (2), the head may require the applicant to pay a deposit of an amount that does not exceed one-half of the estimated amount before a search is commenced for the records for which access is sought.

[24] In Review Report 214-2025(Part II), our office established the interaction between sections 7(2)(a) and 9(1) of the equivalent provisions found in *The Freedom of Information and Protection of Privacy Act* (*FOIP*) as follows:[11]

> [19] OIPC interprets section 7(2)(a) as only a statutory trigger for section 9(1) of *FOIP* which mandates that upon payment of the prescribed fee and upon notice pursuant to section 7(2)(a) of *FOIP*, an applicant is entitled to obtain access to the records. However, sections 9(2) to (4) of *FOIP* are to be read separate and apart from section 9(1) because these sections deal with fee estimates and a fee estimate is not a prescribed fee unless and until an applicant agrees that it is so.
>
> ...
> [21] Section 7(2)(a) of *FOIP* mandates that notice must be given to an applicant within 30 days stating that access to the record …will be given on payment of the *prescribed fee.* The difference between a prescribed fee and a fee estimate is found in *The Freedom of Information and Protection of Privacy Regulations (FOIP Regulations)*. Section 6 of the *FOIP Regulations* lays out a number of fees that a government institution may charge an applicant for the reproduction

[11] *The Freedom of Information and Protection of Privacy Act* SS 1990-91, c F-22.01, as amended.

of a record such as $0.25 per page of a photocopy or $0.25 per page of a computer printout, and so forth. But section 7(1) of the *Regulations* provides that the prescribed fee is either $100 or another fee which is an estimate:

> **Estimate**
> **7**(1) For the purpose of subsection 9(2) of the Act, $100 is prescribed as the amount of fees beyond which an *estimate* must be given by the head.
>
> [Emphasis added]

[22] The Ministry urges this office to apply statutory construction, and in so doing, it is clear by the simple language of section 7(1) of the *FOIP Regulations* when read in conjunction with section 7(2)(a) of *FOIP*, that a prescribed fee is either the prescribed amount of $100 *or* a fee that has been otherwise determined to be a prescribed fee upon consensus. How is a fee determined to be a prescribed fee if it is greater than $100? It could be that an Applicant has agreed that the fee estimate as quoted is satisfactory – then that may be the prescribed fee. Alternately, a prescribed fee may be the fee amount after a review has been conducted by this office at the request of the Applicant and the government institution agrees on that quoted sum.

[23] Therefore, the prescribed fee that is referred to in section 7(2)(a) of *FOIP* can *never* be the same thing as a fee estimate. This is why we stated in Review Report 343-2025 that section 7(2)(a) of *FOIP* was never meaningfully triggered in any way by the Ministry in the first place because the Ministry did not quote a prescribed fee to the Applicant in the fee estimate letter. The Ministry believed this fee estimate was the prescribed fee, but the Applicant did not agree to pay that sum. The Ministry gave a fee estimate and therefore the Applicant was entitled to the option offered by subsections 9(2) and (3) of *FOIP* to bring the matter to this office for a review, during which the 30-day time period for the issuance of the section 7(2)(a) notice was suspended. Until the Ministry had the firm agreement of the Applicant to pay the fee estimate, a section 7 *FOIP* notice could not have been issued and a notice of abandonment could not follow.

[25] The essential factual occurrence in this set of facts is that the fee estimate of $690 was provided to the Applicant and the Applicant accepted that fee estimate – thereby triggering section 7(2)(a) of *LA FOIP* and turning the fee estimate into the prescribed fee.

[26] For the purposes of section 9(2) of *LA FOIP*, the prescribed amount of $100 is set out in section 6(1) of *LA FOIP Regulations*, which states:

> **Estimate**
> **6**(1) For the purposes of subsection 9(2) of the Act, the amount of fees beyond which an estimate must be given by the head is $100 in excess of the fee set out in subsection 5(1).

[27] Based on the construction of section 9(2) of *LA FOIP*, the RM was required to provide a fee estimate to the Applicant *if the estimate would exceed the prescribed amount* of $100. The prescribed amount of $100 is found in section 6(1) of *LA FOIP Regulations*, meaning that if the fee estimate was going to exceed $100, the RM needed to provide a fee estimate, which it did in the amount of $690. The RM conceded it calculated the first fee estimate in accordance with the fee schedule set out in section 5 of *LA FOIP Regulations*.

[28] The Applicant paid the entire first fee estimate of $690 on the same date it was requested. Section 9(3) of *LA FOIP* would have suspended the RM's processing time but since the Applicant paid the first fee estimate the same day it was issued, the clock effectively stopped and re-started on the same date. According to our table at paragraph [22], this was Day 6, leaving the RM with 24 days to continue processing the Applicant's request.

[29] The RM applied to OIPC to disregard the Applicant's request on December 23, 2025, which was accepted by OIPC on December 29, 2025, or Day 19. The clock stopped again until OIPC issued its decision which happened on January 14, 2026 when it denied the RM's application to disregard. The clock resumed in accordance with section 43.1(5) of *LA FOIP*, which meant it resumed on Day 19 according to our table at paragraph [22]. The RM was now left with 21 days to process the Applicant's request.

[30] On January 16, 2025, the RM provided a notice of extension to the Applicant under sections 12(1)(a)(i) and (ii) of *LA FOIP*. If executed correctly, the extension would have made the RM's new time to respond February 8, 2026. As this was a Sunday, the day moved to February 9, 2026. We will address the RM's application of an extension of time later in this Report.

[31] In its first fee estimate cover letter, the RM incorrectly stated that the estimate "…may be adjusted should the volume or complexity of records differ." This statement does not reflect the fact that a fee estimate, if accepted by the Applicant, becomes the prescribed fee pursuant to section 9(2) of *LA FOIP*. In fact, by issuing the first fee estimate, the RM effectively signaled to Applicant that it was aware of what work would be involved in

processing the access request and it was prepared to do so if the Applicant agreed with the fee estimate.

[32] In this case, the Applicant paid the fee set out in the first fee estimate in its entirety, which signaled to the RM that the $690 fee estimate had been accepted in relation to the work involved to proceed with their request.[12] The RM's letter to the Applicant of January 19, 2026, *acknowledged* that the Applicant had signaled this intention to the RM when it said:

> After receiving your intent to proceed with your LA FOIP request [the $690.00] on December 16, 2025, the Rural Municipality of Reford No. 379 (the "RM") commenced its search responsive to your request...
>
> [Emphasis added]

[33] At that juncture, the RM was required by law to proceed with completing its search and preparing the records for disclosure pursuant to the triggering of the provisions of section 7(2)(a) of *LA FOIP*:

> **Response required**
> **7**(2) The head shall give written notice to the applicant within 30 days after the application is made:
>
> > (a) stating that access to the record or part of it will be given on payment of the prescribed fee and setting out the place where, or manner in which, access will be available;

[34] Instead, on January 19, 2025 the RM sent the Applicant a letter with the second fee estimate. The RM represented that it had already conducted approximately one third of the search for the physical records *after* the Applicant had already paid the first fee estimate of $690:

> ...To date, the RM has conducted approximately one-third of its on-site physical records for the 38-month period you specified in your request. That partial search has resulted in the identification of over 2,000 potentially responsive pages.
>
> ...

[12] OIPC Review Report 027-2019 at paragraph [24].

> Given that this represents only a portion of the total records requiring review, the RM has determined that the original fee estimate did not accurately reflect the actual work required to process the request...

[35] Once the RM received the Applicant's fee and commenced the search for records, there was and is no ability under *LA FOIP* to retreat and issue a second fee estimate. In a perfect world, the process with a fee estimate allows a RM and an Applicant to work together to modify the request. If there is disagreement, then the parties can apply to this office for a review of the fee estimate.

[36] Had the RM, prior to the issuance of the first fee estimate, simply applied outright for a remedy pursuant to section 43.1 of *LA FOIP* from the outset – the situation may have been very different today. In this case, we have now acknowledged the high level of animus on the part of the Applicant for the RM. We accept that this Applicant, in conjunction with the Advocate, have launched over 40 access to information applications with the RM in the past four years.[13]

[37] However, the RM provided a fee estimate to the Applicant and the Applicant paid. This is akin to a contract where both parties signal their intent to proceed. We wish to stress that there is no mechanism in *LA FOIP* that can authorize an RM the ability to issue further fee estimates once one has been offered to an Applicant and accepted.[14]

[38] After the RM received payment from the Applicant and began completing its search, the RM was prevented by section 9(2) of *LA FOIP* from requiring the Applicant to pay any amount beyond what they had already paid in the first fee estimate, which was $690 on December 16, 2025. The failings of the RM's fee estimate in calculating the costs of the

[13] *Supra,* footnote 6 at para [29].

[14] In OIPC Review Report 106-2022, this office considered at paragraphs [24] to [34] how the equivalent provisions of *FOIP* do not allow for a public body to issue two fee estimates. In the Office of the Information and Privacy Commissioner of Nova Scotia (NS OIPC) Review Report 25-08 at paragraphs [24] and [25], the NS OIPC agreed with the reasoning laid out by the Saskatchewan Commissioner in Review Report 106-2022 with respect to the comparable legislation in Nova Scotia.

Applicant's access request cannot result in a second "kick at the can" according to the provisions of *LA FOIP*. This is not a cost for an Applicant to bear.

[39] In this set of facts, OIPC must find that the second fee request is a statutory nullity. The Applicant cannot be required under section 9(2) of *LA FOIP* to pay any amount greater than the $690 they have already paid in relation to the first fee estimate. This fee should not have been refunded to the Applicant by the RM. The Applicant eventually received a $690 refund from the RM on September 10, 2026, but repaid this amount on September 24, 2026. The RM confirmed that it will not attempt further refund pending the outcome of this Report. As a result, we are satisfied that the Applicant has paid the $690 estimated fee in full as presented in the December 16, 2025 and is not required, pursuant to section 9(2) of *LA FOIP*, to pay an amount greater than this.

[40] Coming to this conclusion, the reasonableness of the second fee estimate is moot, but we will next review the reasonableness of the first fee estimate of $690.

3. The Reasonableness of the First Fee Estimate

[41] *LA FOIP* is an instrument that serves to foster openness, transparency and accountability in local authorities. Fees should not present an unreasonable barrier to access, and they should be reasonable, fair and at a level that does not discourage citizens from exercising access rights. The fee regime in *LA FOIP* also encourages applicants to be reasonable and to cooperate with local authorities in defining and clarifying their access requests.[15]

[42] Fees allow for reasonable cost recovery through three different types of fees: (1) fees for searching for records; (2) fees for preparing records for disclosure; and (3) fees for reproducing records. Reasonable fees are proportionate to the work required by a local authority to respond effectively and efficiently to an access request. An equitable fee estimate is fair and even-handed, meaning applicants should bear a reasonable portion of

[15] OIPC Review Report 060-2026 at paragraph [14].

the costs for producing records. Applicants should not bear costs that arise from a local authority's administrative inefficiencies.[16]

Reasonableness of the Fees for Searching

[43] Section 5(3) of *LA FOIP Regulations* describes the fee formula a local authority is to apply when estimating its fees for searching for a record or for preparing it for disclosure. A local authority may only charge $15 for every 30 minutes of search or preparation time but cannot charge for the first hour of time. This section provides:

> **Fees**
> **5**(3) Where time in excess of one hour is spent in searching for a record requested by an applicant or in preparing it for disclosure, a fee of $15 for each half-hour or portion of a half-hour of that excess time is payable at the time when access is given.

[44] Search time is to be broken down to an accounting for every half hour manual search time required to locate and identify responsive records. This can include the time spent in a physical search for records, the time spent examining file indices or paper/electronic records, time spent pulling paper files, and the time spent reading through files to determine responsiveness. As a rule, search time does not include time spent copying records, going from office to office or to off-site storage, or having someone review the results of a search. OIPC observes the following general standards for estimating search time:[17]

- It should take an experienced employee one minute to visually scan 12 pages of paper or electronic records for responsiveness.
- It should take an experienced employee five minutes to search one regular file drawer for responsive file folders.
- It should take three minutes to search one active email account and transfer the results to a separate folder or drive.

[16] OIPC Review Report 221-2025 at paragraph [53].

[17] *Ibid,* at paragraphs [56] and [57].

[45] The RM quoted its search time at 10 hours in the first fee estimate cover letter to the Applicant. In the second fee estimate letter, the RM expanded on the types of records it would need to search given the breadth of the Applicant's request, including:

- off-site records;
- communications with legal counsel;
- attachments/drafts/forwarded messages;
- a variety of types of text messages from various messaging platforms; and
- communications with third parties.

[46] The RM added that it would need to search physical devices, cloud storage, Microsoft accounts, and physical messaging apps for a total of 15.5 hours. The RM further acknowledged that under section 5(4) of *LA FOIP Regulations*, it would need to add an applicable operator cost of $80.72 per hour for an anticipated 35 hours of search time.[18]

[47] The breadth of the Applicant's access request is apparent. Taking this into account, as well as the RM's explanation for the differences in time between its two estimates, the estimate of 10 hours search time for the first fee estimate of December 16, 2025, was admittedly lower than what it should have been. Its search time of 10 hours, at $15 per half hour (or $30 per hour), for a total of $300 was therefore reasonable.

Reasonableness of the Fees for Preparation

[48] The $15 per half hour of preparation time allowed under section 5(3) of *LA FOIP Regulations* includes time spent physically severing exempted information from a record. This does not include time spent identifying records that require exemptions and deciding what exemptions to claim; packaging records for shipment and then transporting them to the mailroom or for courier services; assembling and proofreading; photocopying; and preparing an index of records. The test for reasonableness is that it generally should take an experienced employee two minutes per page to physically sever records. If this does not

[18] Section 5(4) of *LA FOIP* Regulations allows a local authority to charge a fee equal to the actual cost of search and retrieval of electronic data including machinery and operator costs.

reflect the circumstances, such as the record is complex, then the local authority should test a representative sample and apply that time to the whole record.[19]

[49] The RM quoted a preparation time of 13 hours in the first fee estimate cover letter of December 16, 2025. In the second fee estimate cover letter of January 19, 2026, The RM noted that a "partial search has resulted in the identification of over 2,000 potentially responsive pages". The RM considered this number to be only a portion of the total pages requiring review, but it is a number that the RM could have relied on in estimating when preparing its first fee estimate of December 16, 2025. When preparing the first fee estimate, the RM wasn't required to complete its search at that stage, but it was to take reasonable steps to determine a potential number of pages of records that could be involved. For the purposes of our analysis, we will use the figure of 2,000 pages. At two minutes per page to physically sever, it would have taken 4,000 minutes or 66 hours to sever. At $15 per half hour (or $30 per hour), this would have been $1,980.

The Total Fee

[50] According to our calculations and based on the information the RM has given our office about how it arrived at its calculations, we calculate the first fee estimate at $300 + $1,980 for a total of $2,280. After accounting for the first hour of search or preparation at no charge, we calculate the final total of the first fee estimate as $2,250. Since the RM estimated $690, much lower than our calculations, we conclude the RM's first fee estimate was reasonable.

4. The Discontinuance of the Advocate's Request for Review under Sections 39(2)(a) and (b) of *LA FOIP*

Part B – OIPC Review File 067-2026

[51] The Advocate's access to information request of December 10, 2025, is attached to this Report as Appendix B. When this office received the Advocate's request for review on

[19] *Supra,* footnote 15 at paragraphs [62] and [63].

February 23, 2026, we reviewed for overlap with the Applicant's request. It did not escape our review that both requests were submitted the same date and included similar wording and layout. We provided notice that we would consider whether the Advocate's request can be considered frivolous, vexatious and/or not made in good faith under sections 39(2)(a) and (b) of *LA FOIP*:

> **Review or refusal to review**
> **39**(2) The commissioner may refuse to conduct a review or may discontinue a review if, in the opinion of the commissioner, the application for review:
>
> (a) is frivolous or vexatious;
>
> ...
> (b) is not made in good faith; or

[52] A right of access to information under *LA FOIP* is an essential statutory right. While this right allows for democratic participation, it comes with responsibility. The right is intended to be used in good faith and in the absence of abuse. It must not be used to overburden public bodies by unnecessarily adding to a local authority's costs. Such action harms the public interest.[20] An applicant's approach and attitude can be indicative of an underlying motivation that is contrary to the spirit of *LA FOIP*.[21] The focus for OIPC was whether the Advocate had crossed the threshold and entered into bad faith with the filing of the December 10, 2025 access request. The following definitions are helpful:[22]

- A request is vexatious when the primary purpose of the request is not to gain access to information but to continually or repeatedly harass a local authority to obstruct or grind a local authority to a standstill. *LA FOIP* must not become a weapon for disgruntled individuals to use against a local authority for reasons that have nothing to do with the Act.

- "Good faith" means a state of mind that denotes honesty of purpose, and freedom from intention to defraud. "Good faith" means being faithful to one's duty or obligation. "Good faith" is an intangible quality encompassing

[20] Office of the Information and Privacy Commissioner of British Columbia (BC OIPC) Decision 99-01 at pages 7 and 8.

[21] OIPC Review Report 197-2026 at paragraph [19].

[22] *Ibid,* at paragraph [18].

> honest belief, the absence of malice and the absence of design to defraud or take advantage. "Not in good faith" means the opposite of "good faith", generally implying a design to mislead or deceive another, or a neglect or refusal to fulfill some duty or other contractual obligation, not prompted by an honest mistake as to one's rights, but by some interested or sinister motive.

[53] The term "frivolous" is typically associated with matters that are meritless or that lack a factual basis, or that are of little weight or importance. This term is referenced in section 39(2)(a) of *LA FOIP* along with the term "vexatious", there is a close relationship between the two.[23]

[54] In its response to this office, the RM noted that the Applicant's request for a review of the RM's decision in this file forms "part of a larger ongoing access activity involving the same parties and the same underlying disputes". The RM asked that OIPC consider this matter as part of a continuation rather than one isolated act. The following factors are present on these facts: there has been a tremendous number of access requests on the part of both the Applicant and Advocate to this tiny RM - approximately 40 since 2023, a number of requests target the same individuals, we cannot help but not the incessant pursuit of OIPC reviews. The RM further noted that both requests can be viewed as coordinated "companion requests" given that they were submitted 15 minutes apart and were "intended to capture nearly every communication involving either applicant and the broader disputes between them and the RM".

[55] The Advocate responded most curiously. On one hand the Advocate did not dispute the commonalities between the two access requests. Still the Advocate maintained that the two access requests were materially different. The Advocate highlighted that there are differences in subject matter between the requests, including that the Applicant's was focused on employment while the Advocate's request focused personally in terms of the Advocate's online publication and something as irrelevant as the "RM's descriptions of my relationship with [the Applicant]". The Advocate stated that they had a "separate

[23] *Ibid,* at paragraph [21].

interest in records showing what the RM said about me, my [online publication] and allegations that I accessed or published confidential RM information".

[56] We disagree. The Advocate's request for review is vexatious such that it must be discontinued under section 39(2)(a) of *LA FOIP*. In coming to this conclusion we rely on some relevant factors that must be considered when analyzing for vexatious access to information requests:[24]

1. The launching of collateral attacks to matters previously decided.
2. The repeated launching of meritless reviews.
3. The launching of escalating reviews.
4. The launching of reviews grounded in improper purposes.
5. The launching of reviews to enforce the alleged rights of third parties.
6. The launching of a review in the face of failure to honour court-ordered obligations.
7. The persistent launching of unsuccessful reviews.
8. The use of inappropriate behaviours or conduct during proceedings.
9. The making of unsubstantiated allegations of conspiracy, fraud and misconduct.
10. The use of scandalous or inflammatory language.
11. Advancing "Organized Pseudolegal Commercial Arguments".

[57] In January of 2026, OIPC put the Advocate and Applicant on notice given that there is a most unseemly acrimony between them and the RM. [25] In Disregard Decision 291-2026, OIPC confirmed the unfortunate yet toxic relationship the Applicant and Advocate have with the RM and the fact that the Advocate often represents the Applicant in launching

[24] *Ibid,* at paragraph [20].

[25] *Supra,* footnote 4 at paragraph [44].

access requests designed solely to harass the RM. [26] In that decision, OIPC confirmed that the Advocate's online publication serves, in part, to publicly air mutual grievances against the RM. The RM is small and has expended an exorbitant amount of human and financial resources to respond to the Applicant and Advocate's access requests and the requests for review. In Disregard Decision 291-2025, OIPC granted the RM's application to disregard under section 43.1(2)(b) of *LA FOIP* on the basis that the Applicant, and by extension the Advocate, were using *LA FOIP* with improper motives.

[58] The Advocate's December 10, 2025 access request is multi-faceted and highly prescriptive. There is a concern that the Advocate's main desire for information is to feed the online publication and denigrate the RM. The RM is never asked to respond or to counter the allegations. We find this motivation to be driving the access request of December 10, 2025. The Advocate's access request of December 10, 2025 constitutes vexatious conduct and demonstrates a lack of good faith. OIPC will not support such activity. *LA FOIP* was not enacted to support such activity.

[59] We discontinue OIPC Review 067-2026 under section 39(2)(a) of *LA FOIP.* We conclude the Advocate's motive behind the December 10, 2025 access request is vexatious and is not brought in the true spirit of the legislation. The RM is not required to take any further action respecting the Advocate's access request of December 10, 2025.

IV FINDINGS

[60] OIPC has jurisdiction and is undertaking reviews for Part A and Part B pursuant to PART VI of *LA FOIP*.

Part A

[61] There is no legislative authority to provide the Applicant with a second fee estimate on the basis of the facts in this matter. The second fee estimate is a statutory nullity. Pursuant to

[26] *Supra,* footnote 6 at paragraphs [35] to [37].

section 9(2) of *LA FOIP*, the Applicant cannot be required to pay any amount greater than the $690 *they have already paid* in relation to the first fee estimate. The reasonableness of the second fee estimate is moot.

[62] The first fee estimate of $690 was reasonable.

Part B

[63] The Advocate's access request of December 10, 2025, is discontinued under section 39(2)(a) of *LA FOIP* because it is vexatious and not made in good faith.

V RECOMMENDATIONS

Part A

[64] I recommend that the RM continue processing the Applicant's access request of December 10, 2025, and issue its response under section 7(2)(a) of *LA FOIP* within two weeks of issuance of this Report

Part B

[65] I recommend that the RM take no further action respecting the Advocate's access request of December 10, 2025.

Dated at Regina, in the Province of Saskatchewan, this 28th day of October, 2026.

Grace Hession David
Saskatchewan Information and Privacy Commissioner

Appendix A

The Applicant's access request of December 10, 2025, is reproduced verbatim by OIPC as follows:

Pursuant to section 5 of the Local Authority Freedom of Information and Protection of Privacy Act ("LA FOIP"), I am requesting access to all records (regardless of format, platform, or device ownership) created, sent, received, or otherwise held by the Rural Municipality of Reford No. 379 between October 1, 2022 and the date of this request, containing any of the following keywords:

"[Applicant name]," "[Applicant surname]," "[Applicant initials]," "tractor," "CASE", "2590", "complaint," "claim," "seizure," "abandonment," "OHS," "Occupational Health," "reinstatement," "wrongful termination," "termination," "return to work," "harassment," "Gazette," "[Name of representative]," "[Name of representative]", "[Representative surname]," "[Representative initials]," "Co-habitating," "spouse," "partner."

1. Scope of Requested Records

I request full copies of all responsive records, including but not limited to:

A. Email Communications
- RM employee and councillor emails
- personal email accounts used for RM business
- communications with legal counsel
- attachments, drafts, and forwarded messages

B. Text Messages, SMS, iMessage Including messages stored on:
- councillor personal phones
- administrator personal phones
- foreman personal phones
- RM-issued cell phones

C. Messaging Platforms (ALL)
This includes complete message histories, screenshots, attachments, and exported chat files from:
- WhatsApp
- Microsoft Teams
- Facebook Messenger
- Signal
- Telegram
- Instagram Messenger
- SMS / iMessage
- any platform used for RM business

These must include:

- group chats
- private chats
- council-only threads
- deleted-message indicators
- shared images or documents

D. Internal RM Documents

- memos
- handwritten notes
- internal investigation notes
- briefing documents
- in-camera preparation materials (severable)
- drafts of reports or letters referencing [Applicant name]

E. Communications Shared With Third Parties
Including but not limited to:

- legal counsel, [one individual listed]
- Occupational Health and Safety (OHS)
- Ministry officials
- SARM
- RCMP
- consultants (including [specific person mentioned])
- other municipalities

2. Personnel Whose Records Must Be Searched
This request explicitly includes records created, held, or sent by:

A. All Current Divisional RM Councillors and Reeve

- [seven individuals listed]

B. RM Current and Former Administration

- [five individuals listed]

C. Current and Former Forepersons

- [three individuals listed]

D. Former Council Members and Reeve

- [five individuals listed]

3. Devices and Platforms Covered
Applies to ALL devices used for RM business, including:

- personal smartphones (iPhone/Android)
- personal laptops/tablets
- RM-issued cell phones

- office computers
- cloud storage used for RM business
- Microsoft Teams accounts
- WhatsApp installed on personal devices
- any/all social media and messaging apps used to coordinate RM decisions

This request includes email server logs, backup archives, metadata showing deleted or missing messages, and any records stored on Munisoft servers or RM backup systems

F. Contractors, External Parties, and Third-Party Businesses Contacted Regarding [Applicant name] This explicitly includes:

- JDL Underground Ltd. ([one individual listed])
- any employees of JDL
- any correspondence between RM and JDL
- notes or summaries of conversations with JDL
- in-camera preparation documents discussing JDL
- council instructions regarding JDL
- any communication where JDL was mentioned in discussions of [Applicant name]

5. Delivery Format
Please provide all responsive records in electronic format (PDF, MSG, EML, JPG, or chat exports) to:

Appendix B

The Advocate's access request of December 10, 2025, is reproduced verbatim by OIPC as follows:

Pursuant to section 5 of *The Local Authority Freedom of Information and Protection of Privacy Act* ("LA FOIP"), I am requesting access to all records (regardless of format, storage location, platform, or device ownership) created, sent, received, or otherwise held by the Rural Municipality of Reford No. 379 between August 1, 2023 and the date of this request, containing any of the following keywords:

"[Advocate name]," "[Advocate alternate name," "[Advocate surname]" "[Advocate initials]," "[name of online publication produced by Advocate]," "[name of online publication produced by Advocate]," "[name of online publication produced by Advocate]" "newsletter," "publication," "confidential," "confidentiality," "leak," "leaked," "leaking," "leaks," "cohabitating", "partner," "spouse".

This request includes all responsive records, whether located on RM-owned systems or personal devices used to conduct RM business.

1. Scope of Records Requested
I request full copies of all responsive records including, but not limited to:

A. Email Communications

- Emails sent or received by any RM employee, councillor, administrator, contractor, or legal counsel
- RM-issued accounts and personal accounts used for RM business
- Attachments, drafts, forwards, metadata

B. Text Messages, iMessages, and SMS
Including messages stored on:

- councillor personal phones
- administrator personal phones
- foreman personal phones
- RM-issued cell phones

C. WhatsApp, Microsoft Teams, and All Other Messaging Platforms, Including But Not Limited To:

- WhatsApp (private chats, group chats, attachments, exports)
- Microsoft Teams
- Facebook Messenger
- Signal
- Telegram
- Instagram Messenger
- any messaging or social media app used for RM communications

Records must include:

- messages
- images
- screenshots
- voice notes
- forwarded messages
- deleted-message indicators (if applicable)

D. Internal RM Documents

- memos
- phone notations
- meeting notes
- handwritten notes
- agendas
- draft documents
- briefing notes
- internal summaries
- communications prepared for or sent to the RM's legal counsel

E. Communications Shared with Third Parties
Including but not limited to:

- legal counsel (subject to lawful severance where privilege applies)
- Occupational Health and Safety
- SARM
- The Ministry of Labour Relations and Workplace Safety
- RCMP
- any municipality or government body

2. Personnel Whose Records Must Be Searched
This request explicitly includes all records created or held by:

A. All Current and Former RM Councillors. Namely:

- [names of seven individuals]

Including personal phones and personal accounts used for RM business.

B. Current and Former RM Administration. Namely:

- [names of three individuals]

C. Public Works / Foreman

- [name of one individual]

D. Contractors / Advisors

- [name of individual]

- IT or communications contractors
- anyone retained by the RM whose work involved correspondence referencing the keywords above

3. Devices and Platforms Covered
This request includes ALL devices used to conduct RM business, including:

- personal smartphones
- personal computers / laptops
- RM-issued phones
- RM office computers
- tablets
- Microsoft Teams
- WhatsApp
- Facebook Messenger
- Signal
- Telegram
- Instagram Messenger
- SMS / iMessage
- cloud storage used for municipal work
- backup archives

Record accessibility under LA FOIP is based on content, not device ownership.

Routing information, dates, participants, subject lines, and metadata cannot be withheld under privilege.

5. Format of Disclosure

Please provide all responsive records in electronic format (PDF, MSG/EML export, JPG, or Teams/WhatsApp export files), delivered to: