

**SASKATCHEWAN  
INFORMATION AND PRIVACY COMMISSIONER**

**REVIEW REPORT 019/2014**

**City of Saskatoon**

**Summary:**

In September 2013, an Applicant submitted an access to information request to the City of Saskatoon (City). The City advised the Applicant that it was withholding records in part pursuant to subsections 15(1)(a), (b), 16(1)(a), (b), (c), 17(1)(d), (e), 18(1)(b), (c)(iii), 21, and 28(1) of *The Local Authority Freedom of Information and Protection of Privacy Act* (LA FOIP). The Applicant proceeded to request a review by the Office of the Information and Privacy Commissioner (OIPC). The City later dropped reliance on section 21 of LA FOIP. Upon review, the Commissioner found that the City appropriately applied subsections 15(1)(a), (b), 16(1)(b), 18(1)(b) and 28(1) of LA FOIP to some of the information in the record. Further, the Commissioner found that the City did not show that subsections 17(1)(d), (e), 18(1)(b), (c) and 28(1) of LA FOIP applied to other information in the record. The Commissioner recommended the City withhold the information found to qualify for exemption pursuant to subsections 15(1)(a), (b), 16(1)(b), 18(1)(b) and 28(1) of LA FOIP and release the remainder.

**I BACKGROUND**

[1] On September 25, 2013, the City of Saskatoon (City) received an access to information request from the Applicant requesting the following:

Emails to and from members of City Council – [4 Councilors names removed] starting March 2012 to present that mention [third party], recycling, MUD and/or including the names [7 names removed].

[2] The City advised the Applicant by a letter dated October 31, 2013, that access to the records were denied in part pursuant to subsections 15(1)(a), (b), 16(1)(a), (b), (c), 17(1)(d), (e), 18(1)(b), (c)(iii), 21, and 28(1) of *The Local Authority Freedom of Information and Protection of Privacy Act* (LA FOIP).

[3] On February 21, 2014, my office received a Request for Review from the Applicant.

[4] In a letter dated March 10, 2014, my office notified both parties of our intention to conduct a review. My office received a copy of the record, Index of Records and submission from the City on May 14, 2014. The Applicant provided a submission to my office on July 4, 2014. No submission was received from the third party.

## **II RECORDS AT ISSUE**

[5] The City's Index listed 405 pages consisting of emails. However, upon sharing the Index with the Applicant, the scope was narrowed down to only those emails which were of interest to the Applicant which resulted in the record under review being reduced to 57 pages.

## **III DISCUSSION OF THE ISSUES**

[6] The City is a "local authority" pursuant to subsection 2(f)(i) of LA FOIP.

[7] The third party, in this case, is a third party pursuant to subsection 2(k) of LA FOIP

### **1. Does subsection 28(1) of LA FOIP apply?**

[8] Subsection 28(1) of LA FOIP provides:

**28(1)** No local authority shall disclose personal information in its possession or under its control without the consent, given in the prescribed manner, of the individual to whom the information relates except in accordance with this section or section 29.

[9] In order for subsection 28(1) to apply, the information must first be found to qualify as “personal information” pursuant to subsection 23(1) of LA FOIP. The City applied subsections 23(1)(a), (b), (c), (e) and (f) to the information in the record. These subsections provide:

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;

(c) information that relates to health care that has been received by the individual or the health history of the individual;

...

(e) the home or business address, home or business telephone number or fingerprints or blood type of the individual;

(f) the personal opinions or views of the individual except where they are about another individual;

[10] My office was advised in the Applicant’s submission that the Applicant was not interested in emails that contained personal information relating to family status, disability, education, employment history, health care, health history, email address, home or business numbers. This removes the need to consider subsections 23(1)(a) through (e) of LA FOIP. This addressed in full the following pages: 108 to 110, 113, 116, 120 to 125, 128, 130, 139, 142, 144, 145, 150, 194 and 346. These pages no longer need to be considered. In addition, page 1 was also addressed in full as the City dropped its reliance on subsection 18(1)(b) of LA FOIP for this page.

[11] It is only necessary to consider subsection 23(1)(f) of LA FOIP. The City applied this subsection to 22 pages of the record which included: pages 103 to 106, 111, 114, 115, 117 to 119, 129, 137, 138, 141, 143, 192, 193, 345, 348, 351, 354 and 394. The City’s

submission received May 14, 2014 did not sufficiently address how the information constituted personal information pursuant to this subsection.

[12] An *opinion* is a belief or assessment based on grounds short of proof; a view held as probable. It is subjective in nature and may or may not be based on fact.

[13] Information must be about an identifiable individual in a personal capacity in order to qualify. As a general rule, information associated with an individual in a professional, official or business capacity will not be considered to be “about” the individual.

[14] Further, subsection 23(2)(b) of LA FOIP provides that the following does not constitute personal information:

**23(2) “Personal information”** does not include information that discloses:

...

(b) the personal opinions or views of an individual employed by a local authority given in the course of employment, other than personal opinions or views with respect to another individual;

[15] Some of the information severed appears to be information that is not personal in nature and is more related to Councilors in the course of their official responsibilities. Rather, they appear to be opinions and views of a Councilor in his/her professional and official capacity. This type of information would not constitute the personal opinions or views of the Councilor subject to subsection 23(1)(f) of LA FOIP because they are not of a personal nature about him/her. In addition, some of the information withheld appears to be opinions from the third party to City Councilors in a professional capacity related to the agreement or contract between them. Again, this type of information would be opinions and views of a third party business in its professional and official capacity. This type of information would not constitute the personal opinions or views of the individual because they are not of a personal nature about him/her.

[16] Therefore, I find that opinions given by Councilors and the third party in the course of their professional and official capacity do not qualify as personal information. This includes the following: a portion of pages 103, 104, 105, 106, 111, 114, 115, 117, 118,

119, 137, 138, 141, 143, 192, 345 and 348. The City applied other exemptions to this information, therefore it will be considered under those additional exemptions.

[17] However, pages 193, 351 and 354 have been addressed in full, therefore, the information withheld under subsection 23(1)(f) of LA FOIP should be released on these pages.

[18] The information severed on page 129 appears to be from a private citizen to a City Councilor. I find this would qualify as the personal information of this individual pursuant to subsection 23(1)(f) of LA FOIP. The City also applied subsection 15(1)(b) to this page so it will be considered further.

[19] Finally, there is a portion of page 394 which appears to be a person's opinion about another person. This would qualify as the personal information of the person the opinion is about pursuant to subsection 23(1)(h) of LA FOIP which provides:

**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:

...

(h) the views or opinions of another individual with respect to the individual;

[20] Therefore, this information on page 394 should also be withheld. This page has been addressed in full.

## **2. Does subsection 17(1)(d) of LA FOIP apply?**

[21] Subsection 17(1)(d) of LA FOIP is a discretionary exemption and provides:

**17(1)** Subject to subsection (3), a head may refuse to give access to a record that could reasonably be expected to disclose:

...

(d) information, the disclosure of which could reasonably be expected to interfere with contractual or other negotiations of the local authority;

[22] The City applied subsection 17(1)(d) of LA FOIP to a portion of the record.

[23] The following criteria must be met in order for subsection 17(1)(d) of LA FOIP to be found to apply:

- i. Identify and provide details about the contractual or other negotiations and the parties involved; and
- ii. Detail how release of the record would interfere with the contractual or other negotiations.

*i. Identify and provide details about the contractual or other negotiations and the parties involved*

[24] In its submission, the City asserted that there are ongoing negotiations occurring involving the City and the third party regarding multi-unit dwelling recycling services. The City has clarified that the parties involved in the negotiations are the City and the third party.

*ii. Detail how release of the record would interfere with contractual or other negotiations*

[25] To *interfere with contractual or other negotiations* means to obstruct or make much more difficult the negotiation of a contract or other sort of agreement between the local authority and the third party.

[26] The City's submission did not address how release could interfere with the ongoing negotiations with the third party. The City must show how the specific information in the record would cause the interference. Further, in follow up with the City on October 10, 2014, my office was advised that the contract for single-family residential curbside recycling has been awarded to a different third party and the Agreement has been executed. When my office inquired further into the earlier arguments raised by the City noted above, the City indicated that the interference would be related to the ongoing contractual relationship the City has with the new third party that was awarded the contract.

[27] Prospective or future negotiations could be included within this exemption, as long as they are foreseeable and the local authority can demonstrate that. However, the exemption does not apply to all possible contractual negotiations a local authority has with a third party in the future. The exemption is meant to be limited and specific. Once a contract is executed, negotiations regarding the contract are generally concluded. In such cases, the exemption would not apply. As the contract and negotiations have already been concluded and the City has not identified a specific future negotiation that is pending, I find that the City has not demonstrated that subsection 17(1)(d) of LA FOIP applies.

[28] This will address, in full, pages 117, 118, 119, 126, 138, 140, 141, 143, 149, 166, 167, 291 and 397. The information severed under subsection 17(1)(d) of LA FOIP should be released on these pages. However, for pages 4, 5, 6, 103, 137, 147, 154, 172, 173, 191, 280, 281, 282, 284, 285, 288, 289, 290, 291, 345, 347 and 348 the City also cited other subsections.

### 3. Does subsection 18(1)(b) of LA FOIP apply?

[29] Subsection 18(1)(b) of LA FOIP is a mandatory exemption and provides:

**18(1)** Subject to Part V and this section, a head shall refuse to give access to a record that contains:

...

(b) financial, commercial, scientific, technical or labour relations information that is supplied in confidence, implicitly or explicitly, to the local authority by a third party;

[30] The City applied subsection 18(1)(b) of LA FOIP to a portion of the information in the record. No submission was received from the third party in support of the application of this subsection.

[31] The following three part test must be met in order for subsection 18(1)(b) of LA FOIP to be found to apply:

- i. Is the information in question financial, commercial, scientific, technical or labour relations information?
- ii. Was the information supplied by the third party to the local authority?
- iii. Was the information supplied in confidence implicitly or explicitly?

***i. Is the information in question financial, commercial, scientific, technical or labour relations information?***

[32] In its submission, the City asserted that the information withheld was “financial”, “commercial”, “technical” and “labour relations” information.

[33] *Financial information* relates to money and its use or distribution and must contain or refer to specific data. Examples of “financial” information include cost accounting methods, pricing practices, profit and loss data, overhead and operating costs.

[34] *Commercial information* is information relating to the buying, selling or exchange of merchandise or services.

[35] In British Columbia IPC Order F05-09, a number of types of information which its jurisdiction considered to be included in the definition of commercial information are as follows:

- Offers of products and services a third-party business proposes to supply or perform;
- A third-party business’s experiences in commercial activities where this information has commercial value;
- Terms and conditions for providing services and products by a third party;
- Lists of customers, suppliers or sub-contractors compiled by a third-party business for its use in its commercial activities or enterprises; such lists may take time and effort to compile, if not skill;
- Methods a third-party business proposes to use to supply goods and services; and
- Number of hours a third-party business proposes to take to complete contracted work or tasks.

(BC IPC Order F05-09 at [9])



[36] *Technical information* is information belonging to an organized field of knowledge which would fall under the general categories of applied sciences or mechanical arts. Examples of these fields would include architecture, engineering or electronics...it will usually involve information prepared by a professional in the field and describe the construction, operation or maintenance of a structure, process, equipment or thing. Finally, technical information must be given a meaning separate from scientific information.

[37] *Labour relations information* 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 contract and information on negotiations regarding collective agreements. (Service Alberta, *FOIP Guidelines and Practices*, 2009 at p. 103)

[38] The City did not identify in its submission what information in the record constituted financial, commercial, technical and/or labour relations information of the third party. However, as this is a mandatory exemption, I will consider whether it is apparent on the face of the record. Upon review, some information appears to constitute financial information of the third party such as pages 103, 104, 105, 115 and 153.

[39] The information severed on pages 103, 345, 347 and 348 do not fit any of the definitions above. Therefore, I find that these pages do not qualify for the first part of the test. However, the City also applied other subsections to the same information therefore these pages will be considered further.

***ii. Was the information supplied by the third party to the local authority?***

[40] Information may qualify as “supplied” if it was directly supplied to a local authority by a third party.

[41] The information found above to constitute financial information is contained within emails that were sent by the third party directly to the City. The financial information is about the third party. Therefore, I find that the information was supplied by the third party and meets the second part of the test.

*iii. Was the information supplied in confidence implicitly or explicitly?*

[42] *Implicitly* means that the confidentiality is understood even though there is no actual statement of confidentiality, agreement, or other physical evidence of the understanding that the information will be kept confidential.

[43] Factors to consider when determining whether a document was supplied in confidence *implicitly* include:

- Whether the information was communicated to the public body on the basis that it was confidential and that it was to be kept confidential;
- Whether the information was treated consistently in a manner that indicates a concern for its protection from disclosure by the third party prior to being communicated to the public body;
- Whether the information was not otherwise disclosed or available from sources to which the public has access; or
- Whether the information was prepared for a purpose which would not entail disclosure.

[44] *Explicitly* means that the request for confidentiality has been clearly expressed, distinctly stated or made definite. There may be documentary evidence that shows that the information was supplied on the understanding that it would be kept confidential. (Service Alberta, *FOIP Guidelines and Practices*, 2009 at p. 104) Factors to consider when determining whether a document was supplied in confidence explicitly include:

- The existence of an express condition of confidentiality in an agreement between a public body and the third party;

- The fact that the public body requested the information be supplied in a sealed envelope;
- The third party's statement that it considered the information to have been supplied in confidence.

[45] The City asserted in an email to my office dated August 14, 2014 that the information was supplied implicitly in confidence. In support of this assertion, the City stated that the information was communicated by email to one Councilor with the intent of it being confidential communication between one Councilor and one representative of the third party.

[46] The emails appear to be frank discussions between the City and the third party regarding the agreement being negotiated. Some of the information has been found to constitute financial and commercial information of the third party. There must be a reasonable and objective basis for the information being treated confidentially. Based on the content of the emails, it is reasonable that the third party would have provided them implicitly in confidence. There is nothing to suggest the emails were shared outside of the individuals involved or that the emails would be available via sources the public has access to.

[47] Therefore, I find that the City appropriately applied subsection 18(1)(b) of LA FOIP to pages 103, 104, 105, 115 and 153. The information on these pages should continue to be withheld.

#### **4. Does subsection 18(1)(c)(iii) of LA FOIP apply?**

[48] Subsection 18(1)(c)(iii) of LA FOIP is a mandatory exemption and provides:

**18(1)** Subject to Part V and this section, a head shall refuse to give access to a record that contains:

...  
(c) information, the disclosure of which could reasonably be expected to:

...  
(iii) interfere with the contractual or other negotiations of;

a third party;

[49] The City applied subsection 18(1)(c)(iii) of LA FOIP to some of the information in the record.

[50] As noted earlier, *to interfere with contractual or other negotiations* means to obstruct or make much more difficult the negotiation of a contract or other sort of agreement between the local authority and the third party.

[51] Further, *could* versus *could reasonably be expected to* have different requirements. The requirement for *could* is simply that the release of information *could* have the specified result. The threshold test for a *reasonable expectation* is somewhat higher.

[52] The phrase, *could reasonably be expected to interfere with*, requires the harms test to be applied. The harms test is a set of criteria used to determine whether disclosure of records or information could reasonably be expected to cause harm to a particular interest. The harms test is as follows:

1. there must be a clear cause and effect relationship between the disclosure and the harm which is alleged;
2. the harm caused by the disclosure must be more than trivial or inconsequential;  
and
3. the likelihood of harm must be genuine and conceivable.

[53] The local authority does not have to prove that a harm is probable, but needs to show that there is a “reasonable expectation of harm” if any of the information were to be released. To meet this test, the parties resisting disclosure must provide detailed and convincing argument to establish a reasonable expectation of harm.

[54] The City asserted in its submission that release of the information could interfere with the ongoing contractual or other negotiations of the third party for the provision of a multi-unit dwelling recycling service which the third party was a bidder in the process. The third party was invited to provide a submission to support the argument that disclosure of

the information would interfere with its contractual or other negotiations. However, it did not provide one.

[55] As noted earlier in this Review Report, the contract for single-family residential curbside recycling has been awarded to a different third party and the Agreement has been executed. The City changed its position and indicated that the interference would be related to the ongoing contractual relationship the City has with the new third party that was awarded the contract.

[56] Prospective or future negotiations could be included within this exemption, as long as they are foreseeable. However, the exemption does not apply to all possible contractual negotiations a third party has with the local authority in the future. The exemption is meant to be limited and specific. Once a contract is executed, negotiations have concluded. The exemption would generally not apply. As the contract and negotiations have already been concluded and the City has not identified a specific future negotiation that is pending with the third party, I find that the City has not demonstrated that subsection 18(1)(c)(iii) of LA FOIP applies. This addresses in full pages 4 to 6, 137, 147, 154, 172, 173, 191, 280 to 282, 284 and 285. The information withheld under this subsection should be released. For pages 288 to 290 and 345, 347 and 348, the City applied additional exemptions so these pages will be considered further.

## **5. Does subsection 15(1)(b) of LA FOIP apply?**

[57] Subsection 15(1)(b) of LA FOIP is a discretionary exemption and provides:

**15(1)** A head may refuse to give access to a record that:

...

(b) discloses agendas or the substance of deliberations of meetings of a local authority if:

(i) an Act authorizes holding the meetings in the absence of the public; or

(ii) the matters discussed at the meetings are of such a nature that access to the records could be refused pursuant to this Part or Part IV.

[58] There were three pages remaining in which the City applied subsection 15(1)(b) to: pages 57, 92 and 129. I will first consider subsection 15(1)(b)(i) of LA FOIP.

[59] In order for subsection 15(1)(b)(i) of LA FOIP to apply the following test must be met:

- i. a meeting of a council, board, commission or other body or a committee of one of them has taken place; and
- ii. that a statute authorized the holding of the meeting in the absence of the public; and
- iii. that disclosure of the record at issue would reveal the actual substance of the deliberations of the meeting.

[60] A local authority seeking to rely on this exemption must establish that the local authority's meeting in question was a properly constituted *in camera* meeting. Further, provide information concerning when the *in camera* meeting was held and details of the subject matter or substance of the deliberations of the meeting.

[61] The City advised in a supplementary submission that the *in camera* meeting occurred on June 7, 2010 pursuant to *The Cities Act*. Further, it explained how disclosure of the record would reveal the substance of the *in camera* meeting.

[62] Therefore, I find that the City has demonstrated that subsection 15(1)(b)(i) of LA FOIP applies to pages 57, 92 and 129. The information severed should continue to be withheld.

**6. Does subsection 16(1)(b) of LA FOIP apply?**

[63] Subsection 16(1)(b) of LA FOIP is a discretionary exemption and provides:

**16(1)** Subject to subsection (2), a head may refuse to give access to a record that could reasonably be expected to disclose:

...

(b) consultations or deliberations involving officers or employees of the local authority;

[64] The City applied subsection 16(1)(b) of LA FOIP to pages 288 to 291 and 345 to 348.

[65] A *consultation* occurs when the views of one or more officers or employees of a local authority are sought as to the appropriateness of a particular proposal or suggested action.

[66] A *deliberation* is a discussion of the reasons for and against an action by the persons described in this section.

[67] In order for the subsection to apply, the opinions solicited during a consultation or deliberation must:

- either be sought or expected, or be part of the responsibility of the person from whom they are sought;
- be sought for the purpose of doing something, such as taking an action or making a decision; and
- involve someone who can take or implement the action.

[68] In its supplementary submission, the City indicated that the information in pages 288 to 291 relate to consultations and deliberations between a City Councilor and two senior managers at the City. Further, the City indicated that the information in pages 345 to 348 relate to consultations and deliberations at an *in camera* meeting.

[69] From a review of the pages, it appears the information does constitute consultations and deliberations and meets the criteria noted above. Therefore, I find that the City has demonstrated that subsection 16(1)(b) of LA FOIP applies to pages 288 to 291 and 345 to 348. These pages should continue to be withheld.

**7. Does subsection 17(1)(e) of LA FOIP apply?**

[70] Subsection 17(1)(e) of LA FOIP is a discretionary exemption and provides:

**17(1)** Subject to subsection (3), a head may refuse to give access to a record that could reasonably be expected to disclose:

...

(e) positions, plans, procedures, criteria or instructions developed for the purpose of contractual or other negotiations by or on behalf of the local authority, or considerations that relate to those negotiations;

[71] The City applied subsection 17(1)(e) of LA FOIP to the following remaining pages: 58, 165 and 396.

[72] Subsection 17(1)(e) of LA FOIP is meant to apply to information that was relevant to the negotiating strategy of the local authority and developed by it or on its behalf for that purpose. Further, it is meant to protect information generated during the decision-making process, but not to protect the decision itself.

[73] The following criteria would have to be met in order for subsection 17(1)(e) of LA FOIP to apply:

- i. the record contains positions, plans, procedures, criteria, instructions or considerations; and
- ii. they were developed for the purpose of contractual or other negotiations; and
- iii. they were developed by or on behalf of the local authority.

[74] A *plan* is defined as a formulated and especially detailed method by which a thing is to be done; a design or scheme.

[75] *Positions, procedures, criteria and instructions*, are defined similarly as pre-determined courses of action or ways of proceeding.

[76] In its submission, the City asserted that the information contained positions, plans, procedures, criteria or instructions. Nothing further was provided in the way of argument by the City.

[77] On the face of the records, pages 58, 165 and 396 do not appear to contain positions, plans, procedures, criteria or instructions. Further, the City has not clearly demonstrated this in its submission.



[78] Therefore, I find that the City has not shown that subsection 17(1)(e) of LA FOIP applies to pages 58, 165 and 396. These records have been addressed in full and should therefore be released.

**8. Does subsection 15(1)(a) of LA FOIP apply?**

[79] Subsection 15(1)(a) of LA FOIP is a discretionary exemption and provides:

**15(1)** A head may refuse to give access to a record that:

(a) contains a draft of a resolution or bylaw;

[80] There is only one page remaining in which the City applied subsection 15(1)(a) of LA FOIP: page 301.

[81] *Draft* means a version of the resolution, bylaw that has not been finalized for consideration in public by the local authority.

[82] A *resolution* means a formal expression of opinion or will of an official body or public assembly, adopted by a vote of those present. The term is usually employed to denote the adoption of a motion such as an expression of opinion, a change to rules or a vote of support or censure.

[83] A *bylaw* means a rule adopted by a local public body with bylaw-making powers, such as a municipal council. (Service Alberta, *FOIP Guidelines and Practices, 2009*, at p. 172)

[84] The City's submission does not address how the information on page 301 qualifies for subsection 15(1)(a) of LA FOIP.

[85] The page constitutes an email between a City manager and a City Councilor. It appears to be draft wording for a motion. This appears to fit the definition of a draft resolution as it has not been finalized and is in the form of an expression of opinion.

[86] Therefore, I find that subsection 15(1)(a) of LA FOIP applies to page 301 and the information severed should continue to be withheld. All records have been addressed in full.

#### **IV FINDINGS**

[87] I find that the City appropriately applied subsections 15(1)(a), (b), 16(1)(b), 18(1)(b) and 28(1) of LA FOIP to some of the information in the record.

[88] I find that the City did not show that subsections 17(1)(d), (e), 18(1)(b), (c) and 28(1) of LA FOIP applied to other information in the record.

#### **V RECOMMENDATIONS**

[89] I recommend the City of Saskatoon withhold the information found to qualify for exemption pursuant to subsections 15(1)(a), (b), 16(1)(b), 18(1)(b) and 28(1) of LA FOIP and release the remainder. (see Appendix A)

Dated at Regina, in the Province of Saskatchewan, this 5<sup>th</sup> day of November, 2014.

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

**Appendix A:**

<b>Page Number(s)</b>	<b>Description</b>	<b>Recommendation</b>
4 - 6	Email dated July 24, 2013	Does not qualify for exemptions - release
57	Email dated July 10, 2013	Qualifies for subsection 15(1)(b)(i) - withhold
58	Email dated May 15, 2013	Does not qualify for exemptions - release
65	Email dated August 14, 2013	Qualifies for subsection 16(1)(b) - withhold
92	Email dated July 10, 2013	Qualifies for subsection 15(1)(b)(i) - withhold
103	Emails dated August 14, 2013	Qualifies for subsection 18(1)(b) – withhold
104 - 105	Emails dated August 14, 2013	Qualifies for subsection 18(1)(b) – withhold
106-107	Emails dated August 14, 2013	Qualifies for subsection 16(1)(b) - withhold
111-112	Emails dated August 14, 2013	Qualifies for subsection 16(1)(b) - withhold
114	Emails dated August 13, 2013	Does not qualify for exemptions - release
115	Emails dated August 13, 2013	Qualifies for subsection 18(1)(b) – withhold
117 - 119	Emails dated August 13, 2013	Does not qualify for exemptions – release except the portions repeated from page 115 found to qualify for subsection 18(1)(b).
126	Emails dated August 3, 2013	Does not qualify for exemptions - release
129	Emails dated August 1 and 2, 2013	A portion qualifies for subsection 23(1)(f) – withhold. A portion qualifies for subsection 15(1)(b)(i) – withhold.
137	Emails dated July 17 and 18, 2013	Does not qualify for exemptions – release
138	Emails dated July 16, 2013	Does not qualify for exemptions – release
140, 141 and 143	Emails dated July 16, 17 and 18, 2013	Does not qualify for exemptions – release
147	Emails dated July 16 and 17, 2013	Does not qualify for exemptions – release
149	Emails dated July 16, 2013	Does not qualify for exemptions – release

153	Emails dated July 11, 2013	Qualifies for subsection 18(1)(b) – withhold
154	Emails dated July 11, 2013	Does not qualify for exemptions – release
165	Emails dated May 15, 2013	Does not qualify for exemptions - release
166 – 167	Emails dated May 14 and 15, 2013	Does not qualify for exemptions - release
172 – 173	Emails dated February 8, 2013	Does not qualify for exemptions – release
191	Emails dated June 5, 2012	Does not qualify for exemptions – release
192– 193	Emails dated June 5, 2012	Does not qualify for exemptions - release
280 – 282	Emails dated April 18-23, 2012	Does not qualify for exemptions – release
284 – 285	Emails dated April 18 and 19, 2012	Does not qualify for exemptions – release
288 – 291	Emails dated April 18 and 19, 2012	Qualifies for subsection 16(1)(b) – withhold
301	Emails dated April 16, 2012	Qualifies for subsection 15(1)(a) - withhold
345, 347 - 348	Emails dated April 15, 2012	Qualifies for subsection 16(1)(b) – withhold
351 and 354	Emails dated April 14, 2012	Does not qualify for exemptions - release
394	Emails dated April 14, 2012	Does not qualify for exemptions – release except for personal information found to qualify for subsection 23(1)(h)
396 - 397	Emails dated April 14, 2012	Does not qualify for exemptions - release