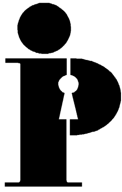

Information and Privacy
Commissioner/Ontario
Commissaire à l'information
et à la protection de la vie privée/Ontario

ORDER MO-1676

Appeal MA-020374-1

Cobourg Police Services Board

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NATURE OF THE APPEAL:

The Cobourg Police Services Board (the Police) received a request under the *Municipal Freedom of Information and Protection of Privacy Act* (the *Act*) for access to information regarding the settlement received by the former Chief of Police (the affected person) upon the termination of his employment. The Police located a responsive record entitled "Minutes of Settlement and Release" and denied access to it, claiming the application of the exclusionary provision in section 52(3) of the *Act*. In the alternative, the Police claimed that the responsive record is exempt from disclosure under the discretionary exemption in section 6(1)(b) of the *Act* and the mandatory exemption in section 14(1) of the *Act*.

The requester, now the appellant, appealed the decision of the Police to deny access to the record. During the mediation stage of the appeal, the appellant agreed to limit the scope of the request to include only the Minutes of Settlement and Release, and not an attached Schedule A.

Further mediation was not possible and the appeal was moved to the adjudication stage of the process. I decided to seek representations from the affected person and the Police initially, as they bear the onus of demonstrating that either the record falls outside the ambit of the *Act* due to the operation of section 52(3) or that the record is exempt under sections 6(1)(b) and 14(1). The Police made submissions, the non-confidential portions of which were shared with the appellant, along with the Notice of Inquiry. The affected person did not submit representations in response to the Notice. I also requested and received representations from the appellant.

The sole record at issue is a three-page document entitled "Minutes of Settlement and Release".

DISCUSSION:

LABOUR RELATIONS AND EMPLOYMENT RECORDS

The Police indicate that the record is excluded from the operation of the *Act* as a result of section 52(3)3, which states:

> Subject to subsection (4), this *Act* does not apply to records collected, prepared, maintained or used by or on behalf of an institution in relation to any of the following:
>
> > Meetings, consultations, discussions or communications about labour relations or employment related matters in which the institution has an interest.

General Principles

If section 52(3) applies to the record, and none of the exceptions found in section 52(4) applies, the record is excluded from the scope of the *Act*.

The term "in relation to" in section 52(3) means "for the purpose of, as a result of, or substantially connected to" [Order P-1223].

Section 52(3) does not apply outside the employment context [Orders P-1545, PO-1721, upheld on judicial review in *Ontario (Minister of Health and Long-Term Care) v. Ontario (Assistant Information and Privacy Commissioner)* (2002), 166 O.A.C. 183 (Div. Ct.)].

If section 52(3) applied at the time the record was collected, prepared, maintained or used, it does not cease to apply at a later date [*Ontario (Solicitor General) v. Ontario (Assistant Information and Privacy Commissioner)* (2001), 55 O.R. (3d) 355 (C.A.), leave to appeal refused [2001] S.C.C.A. No. 507].

Section 52(3)3: matters in which the institution has an interest

Introduction

For section 52(3)3 to apply, the Police must establish that:

1. the records were collected, prepared, maintained or used by the Police or on its behalf;

2. this collection, preparation, maintenance or usage was in relation to meetings, consultations, discussions or communications; and

3. these meetings, consultations, discussions or communications are about labour relations or employment-related matters in which the institution has an interest.

Representations of the parties

The Police submit that the record at issue is:

> a confidential memorandum of settlement concerning the cessation of [the affected person's] employment with the Board. The record represents a full and final settlement and legal release between the parties, pursuant to which strict confidentiality was agreed to by the parties.
>
> . . .
>
> In respect of provisions 1 and 2 [of section 52(3)], the record was prepared on behalf of the Board and by its solicitor in order to document the terms of settlement resulting in [the affected person's] cessation of employment . . The terms of settlement were negotiated between the Board and [the affected person], with the assistance of counsel.
>
> . . .
>
> In respect of provision 3 [of section 52(3)], the content of the record was negotiated by the parties, with the assistance of their solicitors, and such

> communications were both legally privileged and transmitted at *in camera* meetings of the Board which were convened pursuant to the *Police Services Act*. The Board has an obvious 'interest' in the record at issue as it relates to its former employee, [the affected person], and the terms of his departure which were premised upon the conditions of his employment immediately preceding his resignation.
>
> Recent case law from the Ontario Court of Appeal has confirmed a broad reading is required in interpreting this latter provision. In *Ontario (Solicitor General) v. Ontario (Assistant Information and Privacy Commissioner)* (2001), 55 O.R. (3d) 355, leave to appeal refused, the Court of Appeal noted that an institution has an 'interest' in an employment related matter when the record applies to its own employees. Moreover, once a record falls within the definition of section 52(3) it cannot be removed from the scope of the provision in the future. Thus, the exception continues to apply notwithstanding the fact that [the affected person] is no longer in the Board's employ. The consequences of finding that the memorandum of settlement falls within section 52(3), and therefore outside the scope of the *Act*, is to provide the Board with the discretion to disclose or deny access as it is deemed appropriate in the circumstances.

The appellant's representations do not directly address the possible application of section 52(3) to the record. I will refer to the submissions of the appellant in my discussion of the section 14(1) exemption below.

Findings

Part 1: Was the record collected, prepared, maintained or used by the Police or on its behalf?

Based on my review of the contents of the record, I am satisfied that it was prepared, maintained and used by the Police. The first part of the test under section 52(3)3 has, accordingly, been met with respect to the record.

Part 2: Was the record prepared, maintained and/or used in relation to meetings, consultations, discussions or communications?

The record at issue was clearly prepared, maintained and used by the Police in relation to meetings, discussions and communications which addressed the cessation of the affected person's employment. The terms included in the record were discussed at a meeting of the Police Services Board which took place on June 13, 2002. I find that the second part of the test under section 52(3)3 has also been met.

Part 3: Were the meetings, consultations, discussions or communications about employment-related matters in which the Police have an interest?

Introduction

In order to meet the third requirement under section 52(3)3, the Police must establish that the meetings, consultations, discussions or communications were "about labour relations or employment-related matters" and that the Police "have an interest" in these matters.

About Labour Relations or Employment-Related Matters

In my view, discussions and communications conducted with a view to reaching an agreement on the termination of an employee's employment relationship with the Police clearly qualifies as an "employment-related matter" for the purposes of section 52(3)3.

Has an interest

In *Ontario (Solicitor General) v. Ontario (Assistant Information and Privacy Commissioner)* (2001), 55 O.R. (3d) 355 (C.A.), leave to appeal refused [2001] S.C.C.A. No. 509, the Court stated that an "interest" must be more than a "mere curiosity or concern", though not necessarily a "legal" interest. In addition, the court stated that the "matter" must relate to an institution's own workforce and that once records are excluded from the operation of the *Act*, they remain excluded. [Order PO-2106]

I find that the interest of the Police in the record at issue goes beyond a simple "curiosity or concern". The record reflects the conclusion of negotiations of a severance agreement with the former Chief of Police. The terms of these agreements include certain on-going obligations on the part of the Police to its departing employee, including the payment of money to him. I further find that the record itself demonstrates a sufficient "interest" on the part of the Police in the employment-related matter reflected therein. Accordingly, I find that all of the elements required for the application of section 52(3)3 have been satisfied by the Police and the record falls outside the scope of the *Act* on that basis.

Section 52(4)

Section 52(4) of the *Act* provides a number of exceptions to the operation of the jurisdiction-limiting provisions in section 52(3). Section 52(4) states:

This *Act* applies to the following records:

1. An agreement between an institution and a trade union.

2. An agreement between an institution and one or more employees which ends a proceeding before a court, tribunal or other entity relating to labour relations or to employment-related matters.

3. An agreement between an institution and one or more employees resulting from negotiations about employment-related matters between the institution and the employee or employees.

4. An expense account submitted by an employee of an institution to that institution for the purpose of seeking reimbursement for expenses incurred by the employee in his or her employment.

In Order MO-1622, I made certain findings with respect to the application of section 52(4)3 to severance agreements involving former senior employees of the City of London. I found that:

> In my view, the fully executed Agreements and Release which form part of Record 1 and all of Record 13 represent "agreements between an institution and one or more employees". The records reflect the fact that the information contained in these documents was arrived at following negotiations between the individuals involved and the City. In addition, I have found above that the agreements and the negotiations which gave rise to them were "about employment-related matters between the institution and the employees". In my view, the Agreements which comprise part of Record 1 and all of Record 13 fall within the ambit of the exception in section 52(4)3.
>
> I find support for this view in the decision in Order M-797 where Assistant Commissioner Tom Mitchinson found as follows:
>
>> Sections 52(3) and (4) are record-specific and fact-specific. If a record which would otherwise qualify under any of the listed paragraphs of section 52(3) falls within one of the exceptions enumerated in section 52(4), then the record remains within the Commissioner's jurisdiction and the access rights and procedures contained in Part 1 of the *Act* apply.
>>
>> The Board's representations state:
>>
>>> Although this document constitutes a communication made in the course of negotiations relating to [the Superintendent's] employment, it also constitutes the final agreement between the school Board and [the Superintendent] resulting from those negotiations. The document requested by the appellant would appear to fall within the ambit of paragraph 52(4)3 of the *Act*, and is therefore subject to the application of the *Act*.
>>
>> Having reviewed the records and the Board's representations, I agree. In my view, the two records at issue in this appeal, considered together, constitute the agreement between the Board

> and the Superintendent with respect to his early retirement. This agreement resulted from negotiations about a matter which clearly relates to the Superintendent's employment with the Board. I find that the records fall within the scope of the exception to the section 52(3) exclusion found in paragraph 3 of section 52(4), and are therefore subject to the *Act*. Accordingly, I have jurisdiction to consider the issue of denial of access by the Board, and I will now determine whether these records qualify for exemption under section 14(1) as claimed by the Board.

I adopt the reasoning expressed by the Assistant Commissioner in Order M-797 for the purposes of this appeal. I find, therefore, that the Agreements which comprise part of Record 1 and all of Record 13 fall within the exception in section 52(4)3 and that I have jurisdiction to determine whether these records are properly exempt under the *Act*. I will, accordingly, order the City to issue a decision letter to the appellant with respect to access to the Agreements.

In the present appeal, I also find that the record falls within the exception to section 52(3) set forth in section 52(4)3 and that I have jurisdiction to determine whether the exemptions claimed by the Police in fact apply. I will, accordingly, consider the possible application of sections 6(1)(b) and 14(1) to the record.

PERSONAL INFORMATION/INVASION OF PRIVACY

Under section 2(1) of the *Act*, personal information is defined, in part, to mean recorded information about an identifiable individual, including information relating to financial transactions in which the individual has been involved [paragraph (b)]. I have reviewed the record and find that it contains information relating to financial transactions in which the former Chief was involved, specifically addressing certain payments made to him by the Police. I find that this information qualifies as the personal information of the former Chief of Police only, and not the appellant or any other identifiable individual.

Section 14(1) of the *Act* prohibits the disclosure of personal information to any person other than the individual to whom the information relates, except in certain circumstances listed under the section. In my view, the only exception to the section 14(1) mandatory exemption which has potential application in the circumstances of this appeal is section 14(1)(f), which reads as follows:

> A head shall refuse to disclose personal information to any person other than the individual to whom the information relates except,
>
> > if the disclosure does not constitute an unjustified invasion of personal privacy.

Because section 14(1)(f) is an exception to the mandatory exemption which prohibits the disclosure of personal information, in order for me to find that section 14(1)(f) applies, I must

find that disclosure of the personal information would **not** constitute an unjustified invasion of the former Chief's personal privacy.

Sections 14(2) and (3) of the *Act* provide guidance in determining whether disclosure of personal information would result in an unjustified invasion of privacy. Section 14(2) provides some criteria for institutions to consider in making this determination, and section 14(3) identifies the types of information whose disclosure is presumed to constitute an unjustified invasion of personal privacy. Finally, section 14(4) itemizes specific types of information whose disclosure is presumed not to constitute an unjustified invasion of personal privacy. The Divisional Court has stated that once a presumption against disclosure under section 14(3) has been established, it cannot be rebutted by either one or a combination of the factors set out in 14(2) (*John Doe* v. *Ontario (Information and Privacy Commissioner)* (1993), 13 O.R. (3d) 767).

Section 14(3)

The Police claim that requirements of sections 14(3)(a), (d) and (f) of the *Act* are present in the context of this appeal. These sections read:

> A disclosure of personal information is presumed to constitute an unjustified invasion of personal privacy if the personal information,
>
> (a) relates to a medical, psychiatric or psychological history, diagnosis, condition, treatment or evaluation;
>
> …
>
> (d) relates to employment or educational history;
>
> …
>
> (f) describes an individual's finances, income, assets, liabilities, net worth, bank balances, financial history or activities, or creditworthiness;

In Order MO-1405, Assistant Commissioner Tom Mitchinson adopted the following findings from the decision of Adjudicator Sherry Liang in Order MO-1322 with respect to the application of the presumptions in sections 14(3)(d) and (f) to similar information contained in a severance agreement:

> A number of decisions of this office have considered the application of this section of the *Act*, or its provincial equivalent, to severance agreements entered into by former public officials or employees. In Order M-173, which dealt with severance agreements between the City of Ottawa and three former high-ranking employees, the monetary entitlements under those agreements was found not to fall under the presumption in section 14(3)(f) (finances, income, etc.) of the *Act*, insofar as they represented "one time payments to be conferred immediately or

> over a defined period of time that arise directly from the acceptance by the former employees of retirement packages." Further, in the same order, Assistant Commissioner Irwin Glasberg found that much of the information in those agreements did not pertain to the "employment history" of the individuals for the purposes of section 14(3)(d) of the *Act*, but could more accurately be described as relating to arrangements put in place to end the employment connection.
>
> The above order has been followed in other decisions of this office, including Order M-1184, cited by the appellant, which found that the one-time amounts agreed to in the settlement of the wrongful dismissal suit of a former employee against the City did not fall under the presumption in section 14(3)(f) (finances, income, etc.). Thus, the total amount agreed to between the City and the former employee, as well as the breakdown of this amount for legal costs and out-placement counselling, did not give rise to the presumption in that section.
>
> The decisions about "one time payments" can be distinguished from those which deal with salary continuation agreements. In Order P-1348, which dealt with the application of the provincial equivalent to sections 14(3)(d) and (f) to severance agreements, [Adjudicator] Laurel Cropley reviewed other decisions in this area, and concluded that the start and finish dates of a salary continuation agreement have been found to fall within the presumption in section 14(3)(d) (employment history), and references to the specific salary to be paid to an individual over that period of time, within the presumption in section 14(3)(f) (finances, income, etc.).
>
> Further, information which reveals the dates on which former employees are eligible for early retirement, the number of years of service, the last day worked, the dates upon which the period of notice commenced and terminated, the date of earliest retirement, and the number of sick leave and annual leave days used has been found to fall within the section 14(3)(d) presumption: Orders M-173 and P-1348. Contributions made to a pension plan have been found to fall within the section 14(3)(f) presumption: see Orders M-173 and P-1348.

Findings with respect to the application of the presumptions in section 14(3)

I find that paragraphs 2 and 3 of the Minutes of Settlement contain information which falls within the ambit of the presumption in section 14(3)(a). Because of the nature of this information, I am unable to describe it in further detail.

I also adopt the reasoning of Adjudicator Liang for the purposes of the present appeal and find that the information contained in paragraph 4 of the Minutes of Settlement is subject to the exemption in section 14(3)(f) as it relates to certain contributions made to the former Chief's Registered Retirement Savings Plan by the Police.

However, paragraph 1 of the Minutes of Settlement describe a one-time payment or entitlement that was negotiated by the Police and the former Chief in the context of his retirement and termination of employment with the Police, and I find that disclosure of these provisions would

not constitute a presumed unjustified invasion of privacy under sections 14(3)(d) or (f) of the *Act*.

To summarize, I find that the information contained in paragraphs 2 and 3 of the Minutes of Settlement fall within the presumption in section 14(3)(a) and the information in paragraph 4 falls within the presumption against disclosure in section 14(3)(f). The remaining information in the Minutes is not, however, subject to any of the presumptions in section 14(3).

Section 14(2)

The appellant submits that section 14(2)(a) is applicable as a factor favouring the disclosure of the personal information contained in the Minutes. The Police take the position that the considerations listed in sections 14(2)(h) and (i), which favour the non-disclosure of personal information, are relevant in the circumstances of this appeal. These sections state:

> A head, in determining whether a disclosure of personal information constitutes an unjustified invasion of personal privacy, shall consider all the relevant circumstances, including whether,
>
> (a) the disclosure is desirable for the purpose of subjecting the activities of the institution to public scrutiny;
>
> …
>
> (h) the personal information has been supplied by the individual to whom the information relates in confidence; and
>
> (i) the disclosure may unfairly damage the reputation of any person referred to in the record.

With respect to the possible application of section 14(2)(a), the Police submit that:

> . . . public scrutiny in fact flows from the public complaints machinery and audit procedures established under the *Police Services Act*. The Board must also submit its budget to municipal council for approval. Any disagreement over budgetary items is statutorily mandated to be decided by the Ontario Civilian Commission on Policing Services, a tribunal established under the *Police Services Act*. Public confidence and integrity in the Board will therefore be maintained pursuant to the specific statute which governs its operations, together with the tribunal established to receive and adjudicate complaints.
>
> The purpose of the *Public Sector Salary Disclosure Act*, 1996 (the *PSSDA)* is also instructive with respect to the level of public scrutiny applicable in the circumstances. Section 1 of the *PSSDA*, defines the statutory purpose [as] one to 'assure the public disclosure of the salary and benefits paid in respect of

> employment in the public sector to employees who are paid a salary of $100,000 or more in a year.'
>
> Thus the threshold for what constitutes relevant information which may necessitate public scrutiny has been established by the legislature. The settlement reached with [the former Chief] falls well below that threshold. Public sector employees, past and present, must have some certainty as to the scope of their privacy rights with respect to personal employment and financial information.

The Police also cite the application of section 14(2)(h), relying on the non-disclosure provisions in the Minutes of Settlement in support of the contention that they contain information that was "supplied by the individual to whom the information relates in confidence". The Police have also provided confidential submissions on the application of section 14(2)(i) to certain information contained in paragraphs 2 and 3 of the Minutes, which I found above is subject to the presumption in section 14(3)(a).

The appellant made submissions outlining the nature of the public debate surrounding the departure of the former Chief from his employment with the Police. He takes the position that the public has a right to know the terms of the settlement reached with the Chief as it entailed the expenditure of public money.

Findings

I find that the consideration listed in section 14(2)(a) is relevant to a determination as to whether the disclosure of the information contained in the Minutes would constitute an unjustified invasion of the former Chief's personal privacy. The arguments of the Police that the oversight provisions of the *Police Services Act* and the *Public Sector Salary Disclosure Act* adequately provide the public with a right to monitor these types of agreements is without merit. The *Act* grants to the public a right of access that is distinct from those available under these other legislative schemes. In my view, public scrutiny of the expenditure of money by a public body in the negotiation of a settlement with a former employee is desirable for the purposes of ensuring that the institution's actions are seen to be transparent and above-board. I agree with the appellant that section 14(2)(a) is relevant consideration favouring the disclosure of those portions of the personal information in the Minutes which are not subject to any of the presumptions in section 14(3).

I find that section 14(2)(h) has no application in the present circumstances as I have not been provided with sufficient evidence to demonstrate that the personal information contained in the record was supplied by the Chief to the Police "in confidence". Clearly, the personal information included in the Minutes was the subject of negotiation between the former Chief and the Police and was not "supplied" by the former Chief.

I find that the disclosure of the personal information contained in paragraphs 2 and 3 of the Minutes "may unfairly damage the reputation" of the former Chief and that this information is subject to the factor listed in section 14(2)(i). However, I already made a finding that this information is subject to the presumption in section 14(3)(a).

In conclusion, I find that the factor favouring disclosure at section 14(2)(a) is relevant to those portions of the record which are not subject to the presumptions in section 14(3). The consideration listed in section 14(2)(h) is not applicable in the present appeal and section 14(2)(i) applies only to the personal information in paragraphs 2 and 3 of the Minutes.

The presumptions in section 14(3) apply to the personal information in paragraphs 2, 3 and 4 of the Minutes and I have not been provided with any evidence that either the exceptions in section 14(4) or the provisions of section 16 are applicable to this information. Accordingly, I find that paragraphs 2, 3 and 4 of the Minutes of Settlement are exempt from disclosure under section 14(1).

I further find that, as only the consideration favouring disclosure in section 14(2)(a) applies to the remainder of the Minutes, their disclosure would not constitute an unjustified invasion of the personal privacy of the Chief. As a result, I find that the remainder of the Minutes do not qualify for exemption under section 14(1). I will now go to consider whether this information is exempt under section 6(1)(b).

CLOSED MEETING

The Police take the position that the Minutes are exempt from disclosure under section 6(1)(b) of the *Act*, which reads:

> A head may refuse to disclose a record,
>
> > that reveals the substance of deliberations of a meeting of a council, board, commission or other body or a committee of one of them if a statute authorizes holding that meeting in the absence of the public.

In order to qualify for exemption under section 6(1)(b), the Police must establish that:

1. a meeting of a council, board, commission or other body or a committee of one of them took place; and

2. that a statute authorizes the holding of this meeting in the absence of the public; and

3. that disclosure of the record at issue would reveal the actual substance of the deliberations of this meeting.

[Orders M-64, M-98, M-102, M-219 and MO-1248]

The first and second parts of the test for exemption under section 6(1)(b) require the Police to establish that a meeting was held and that it was held in camera. [Order M-102]

In Order M-184, former Assistant Commissioner Irwin Glasberg made the following comments on the term “deliberations”:

> In my view, deliberations, in the context of section 6(1)(b), refer to discussions which were conducted with a view towards making a decision. Having carefully reviewed the contents of the Minutes of Settlement, I am satisfied that the disclosure of this document would reveal the actual substance of the discussions conducted by the Board, hence its deliberations, or would permit the drawing of accurate inferences about the substance of those discussions. On this basis, I find that the institution has established that the third part of the section 6(1)(b) test applies in this case.

The former Assistant Commissioner expanded on his analysis of the interpretation of section 6(1)(b) in Order M-196 as follows:

> The Concise Oxford Dictionary, 8th edition, defines "substance" as the "theme or subject" of a thing. Having reviewed the contents of the agreement and the representations provided to me, it is my view that the "theme or subject" of the in-camera meeting was whether the terms of the retirement agreement were appropriate and whether they should be endorsed.

Representations of the Police

The Police submit that section 35(4)(b) of the *Police Services Act* specifically authorizes the Police Services Board (the Board) to conduct *in camera* meetings which are closed to the public. It indicates that the Board received “and signed” the record at an *in camera* meeting held on June 13, 2002 held pursuant to section 35(4)(b). The Police also state that there were no minutes or formal resolution of the meeting and that the terms of settlement were discussed by the Board members.

The Police state that the disclosure of the record to the appellant:

> . . . would obviously result in the disclosure of the theme of the meeting and allow for inferences with respect to the nature of the discussions, the appropriateness and characterization of the payments negotiated and why settlement was ultimately endorsed by the Board.

However, the Police add that:

> . . . paragraphs 1 through 4 of the Record are absolutely exempt from disclosure. The remaining provisions are largely generic “boiler plate” language and may properly be severed from the record and released to the Appellant. . .

Findings

Based on the submissions of the Police, I am satisfied that an *in camera* meeting of the Police Services Board took place on or about June 13, 2002 and that a statutory provision, section 35(4)(b) of the *Police Services Act*, authorizes the holding of such a meeting in the absence of the public. Accordingly, I find that the first two parts of the test under section 6(1)(b) have been met.

In Orders M-184 and M-196, former Assistant Commissioner Irwin Glasberg reviewed the operation of section 6(1)(b) in situations where a board of education and a municipal council reviewed and approved proposed severance agreements with former senior employees at meetings held in the absence of the public. In each case, section 6(1)(b) was found to apply as the former Assistant Commissioner held that the disclosure of the record would "reveal the substance of deliberations" of the decision-making body.

In the present appeal, the Police Services Board was charged with making a decision on whether to approve the Minutes of Settlement negotiated between counsel for the former Chief and the Police. I accept the evidence of the Police that, following a discussion, the Board accepted the financial terms of settlement reflected in the first four paragraphs of the Minutes and "signed off" on them. I agree with the characterization by the Police of the remainder of the Minutes as "boiler plate" and find that the substance of the deliberations of the Board focussed on those financial aspects of the settlement which are reflected in paragraphs 1 to 4. Insofar as the remainder of the Minutes is concerned, however, I am not satisfied that its disclosure would serve to "reveal the substance of the Board's deliberations", as is required by section 6(1)(b).

As a result, I find that the disclosure of paragraphs 1 to 4 of the record at issue in this appeal would reveal the substance, theme or subject matter of the Police Service Board's discussions at its *in camera* meeting of June 13, 2002. The third part of the test under section 6(1)(b) has, therefore, been satisfied and these portions of the record are properly exempt under that section. I further find that the exceptions listed in section 6(2) have no application in the present circumstances. Therefore, I uphold the decision of the Police to deny access to paragraphs 1 to 4 of the Minutes.

However, the disclosure of the remainder of the Minutes would not reveal information which is exempt under section 6(1)(b). As neither sections 14(1) or 6(1)(b) apply to this information, I will order that these portions of the record be disclosed to the appellant.

ORDER:

1. I do not uphold the decision of the Police that the record is subject to the exclusionary provision in section 52(3) of the *Act*.

2. I uphold the decision of the Police to deny access to paragraphs 1 to 4 of the record.

3. I order the Police to disclose the remainder of the record to the appellant by providing him with a copy by **September 18, 2003** but not before **September 13, 2003**.

4. In order to verify compliance with Order Provision 3, I reserve the right to require the Police to provide me with a copy of the record which is disclosed to the appellant.

Order signed by: August 14, 2003
Donald Hale
Adjudicator