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

ORDER PO-2476

Appeal PA-040237-2

Hydro One

Tribunal Services Department
2 Bloor Street East
Suite 1400
Toronto, Ontario
Canada M4W 1A8

Services de tribunal administratif
2, rue Bloor Est
Bureau 1400
Toronto (Ontario)
Canada M4W 1A8

Tel: 416-326-3333
1-800-387-0073
Fax/Téléc: 416-325-9188
TTY: 416-325-7539
http://www.ipc.on.ca

NATURE OF THE APPEAL:

Hydro One (Hydro) received a two part request under the *Freedom of Information and Protection of Privacy Act* (the *Act*) for the following information:

1. A copy of a lease, and all correspondence related to the lease, between a named individual (or through a named corporate entity) and Hydro One's predecessor.

2. A copy of a contract, and all related correspondence, between a named corporate entity and Hydro.

The request related to the appellant's concern about the use of Hydro's land as a parking lot near his property.

The records that Hydro identified as responsive to the first part of the request pertain to a lease agreement between a corporation (the first affected party) and Hydro One's predecessor (hereafter also identified as Hydro) regarding the parking lot. The records that Hydro identified as responsive to the second part of the request relate to a management agreement between another corporation (the second affected party) and Hydro for real estate management services.

After Hydro identified records responsive to the request, it notified the two affected parties. The affected parties specifically objected to the disclosure of some of the information contained in the records. Hydro then granted partial access to the records it identified as responsive to the request. Hydro relied on sections 17(1)(a) and (c) (third party information) and 18(1)(a) (valuable government information) of the *Act* to deny access to the withheld information.

The appellant appealed the decision.

At mediation Hydro advised that it wished to claim the application of mandatory exemption in section 21(1) of the *Act* (personal privacy) to names and hourly rates found in one of the records at issue.

Mediation did not resolve the appeal and it was moved to the adjudication stage.

A Notice of Inquiry was sent to Hydro and the two affected parties, initially. All of them provided representations in response. The first affected party asked that its representations be withheld due to confidentiality concerns. A Notice of Inquiry along with the complete representations of Hydro and the second affected party were sent to the appellant. In order to address the confidentiality concerns of the first affected party, a summary of its submission was provided in the Notice of Inquiry sent to the appellant. The appellant provided representations in response. As the appellant's representations raised issues to which I determined that Hydro and the affected parties should be given an opportunity to reply, I sent the appellant's representations accompanied by a covering letter to them, inviting their reply representations. All of them filed representations in reply. Subsequently, in response to a request from this office, Hydro forwarded a copy of a confidentiality agreement it had referred to in its reply representations.

RECORDS

As set out in indices of records that Hydro provided, the undisclosed portions of the following records remain at issue:

> With respect to the first part of the request (information pertaining to the first affected party)
>
> Record 1 Fax dated March 9, 1995 with lease proposal attached (5 pages)
> Record 2 Correspondence dated August 30, 1995 (2 pages)
> Record 3 Car Parking Licence dated August 30, 1995 (4 pages)
> Record 4 Covering correspondence dated September 13, 1995 (1 page)
> Record 5 Letter with attached sketch/quote of grading plan dated September 18, 1995 (3 pages)
>
> With respect to the second part of the request (information pertaining to the second affected party)
>
> Record 6 Agreement dated December 27, 2001 (13 pages)
> Record 7 Covering correspondence dated March 16, 2005 (1 page)

DISCUSSION:

THIRD PARTY INFORMATION

Sections 17(1)(a) and (c) of the *Act* state:

> A head shall refuse to disclose a record that reveals a trade secret or scientific, technical, commercial, financial or labour relations information, supplied in confidence implicitly or explicitly, where the disclosure could reasonably be expected to,
>
> (a) prejudice significantly the competitive position or interfere significantly with the contractual or other negotiations of a person, group of persons, or organization;
>
> (c) result in undue loss or gain to any person, group, committee or financial institution or agency.

Section 17(1) is designed to protect the confidential "informational assets" of businesses or other organizations that provide information to government institutions [*Boeing Co. v. Ontario (Ministry of Economic Development and Trade)*, [2005] O.J. No. 2851 (Div. Ct.)]. Although one of the central purposes of the *Act* is to shed light on the operations of government, section 17(1) serves to limit disclosure of confidential information of third parties that could be exploited by a

competitor in the marketplace [Orders PO-1805, PO-2018, PO-2184, PO-2371, PO-2384, MO-1706].

For section 17(1) to apply, the institution and/or the affected party must satisfy each part of the following three-part test:

1. the record must reveal information that is a trade secret or scientific, technical, commercial, financial or labour relations information; and

2. the information must have been supplied to the institution in confidence, either implicitly or explicitly; and

3. the prospect of disclosure of the record must give rise to a reasonable expectation that one of the harms specified in paragraph (a) and/or (c) of section 17(1) will occur.

Part 1: Type of Information

Previous orders have defined "technical information", "commercial information" and "financial information" as follows:

> *Technical information* is information belonging to an organized field of knowledge that would fall under the general categories of applied sciences or mechanical arts. Examples of these fields include architecture, engineering or electronics. While it is difficult to define technical information in a precise fashion, 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 [Order PO-2010].
>
> *Commercial information* is information that relates solely to the buying, selling or exchange of merchandise or services. This term can apply to both profit-making enterprises and non-profit organizations, and has equal application to both large and small enterprises [Order PO-2010]. The fact that a record might have monetary value or potential monetary value does not necessarily mean that the record itself contains commercial information [P-1621].
>
> *Financial information* refers to information relating to money and its use or distribution and must contain or refer to specific data. Examples of this type of information include cost accounting methods, pricing practices, profit and loss data, overhead and operating costs [Order PO-2010].

Hydro claims that the records contain "financial information" and "commercial information", including the area of a proposed lease, leasehold improvement costs, treatment of disbursements, monthly lease rates, liability insurance requirements, the name of a contractor, leasehold improvement options, fixed prices, expense treatment, unit costs, hourly rates and details about

Hydro's Secondary Land Use Program. The first affected party submits that the lease and materials relating to the first part of the request also contains "technical information".

Based on the representations of the parties and my review of the records, I am satisfied that all of the information that Hydro is seeking to withhold under section 17(1) is "financial" and/or "commercial" information. I am not satisfied that this information belongs to an organized field of knowledge that would fall under the general categories of applied sciences or mechanical arts, or otherwise meets the definition of "technical information", as alleged by the first affected party. I am also satisfied that the information in Records 2, 3 and 6 that Hydro withheld under section 18(1)(a) of the *Act* also meets the definition "commercial" and or "financial" information. The application of section 18(1)(a) will be addressed later in this decision.

Because all of the withheld information qualifies as "financial" and "commercial", I find that the requirements of Part 1 of the section 17(1) test have been met.

Part 2: supplied in confidence

In order to satisfy Part 2 of the test, the institution and/or the affected party must establish that the information was "supplied" to the institution "in confidence", either implicitly or explicitly.

Supplied

The requirement that information be supplied to an institution reflects the purpose in section 17(1) of protecting the informational assets of third parties [Order MO-1706]. Information may qualify as "supplied" if it was directly supplied to an institution by a third party, or where its disclosure would reveal or permit the drawing of accurate inferences with respect to information supplied by a third party [Orders PO-2020, PO-2043].

The contents of a contract involving an institution and a third party will not normally qualify as having been "supplied" for the purpose of section 17(1). The provisions of a contract, in general, have been treated as mutually generated, rather than "supplied" by a third party, even where the contract substantially reflects terms proposed by a third party and where the contract is preceded by little or no negotiation [Orders PO-2018, MO-1706, PO-2371]. Except in unusual circumstances, agreed upon essential terms of a contract are considered to be the product of a negotiation process and therefore are not considered to be "supplied" [Orders MO-1706, PO-2371 and PO-2384].

This approach has recently been upheld by the Divisional Court in *Boeing v. Ontario (Ministry of Economic Development and Trade)* [2005] O.J. No. 2851 (Reasons on costs at [2005] O.J. No. 4153) (Div. Ct.); motion for leave to appeal dismissed, Doc. M32858 (C.A.).

In Order PO-2384, I wrote with respect to 17(1) of the *Act*:

> If the terms of a contract are developed through a process of negotiation, a long line of orders from this office has held that this generally means that those terms

> have not been "supplied" for the purposes of this part of the test. As explained by Adjudicator DeVries in Order MO-1735, Adjudicator Morrow in Order MO-1706 identified that, except in unusual circumstances, agreed upon terms of a contract are not qualitatively different, whether they are the product of a lengthy exchange of offers and counter-offers or preceded by little or no negotiation. In either case, except in unusual circumstances, they are considered to be the product of a negotiation process and therefore not "supplied".
>
> As discussed in Order PO-2371, one of the factors to consider in deciding whether information is supplied is whether the information can be considered relatively "immutable" or not susceptible of change. For example, if a third party has certain fixed costs (such as overhead or labour costs already set out in a collective agreement) that determine a floor for a financial term in the contract, the information setting out the overhead cost may be found to be "supplied" within the meaning of section 17(1). Another example may be a third party producing its financial statements to the institution. It is also important to consider the context within which the disputed information is exchanged between the parties. A bid proposal may be "supplied" by the third party during the tendering process. However, if it is successful and is incorporated into or becomes the contract, it may become "negotiated" information, since its presence in the contract signifies that the other party agreed to it. The intention of section 17(1) is to protect information of the third party that is not susceptible of change in the negotiation process, not information that was susceptible to change but was not, in fact, changed.

In Order PO-2435, Assistant Commissioner Beamish rejected the position of the Ministry of Health and Long-Term Care (the Ministry) that proposals submitted by potential vendors in response to government RFPs, including per diem rates, are not negotiated because the government either accepts or rejects the proposal in its entirety. Assistant Commissioner Beamish observed that the government's option of accepting or rejecting a consultant's bid is a "form of negotiation":

> The Ministry's position suggests that the Government has no control over the per diem rate paid to consultants. In other words, simply because a consultant submitted a particular per diem in response to the RFP release by [Management Board Secretariat (MBS)], the Government is bound to accept that per diem. This is obviously not the case. If a bid submitted by a consultant contains a per diem that is judged to be too high, or otherwise unacceptable, the Government has the option of not selecting that bid and not entering into a [Vendor of Record] agreement with that consultant. To claim that this does not amount to negotiation is, in my view, incorrect. The acceptance or rejection of a consultant's bid in response to the RFP released by MBS is a form of negotiation. In addition, the fact that the negotiation of an acceptable per diem may have taken place as part of the MBS process cannot then be relied upon by the Ministry, or [Shared Systems

> for Health], to claim that the per diem amount was simply submitted and was not subject to negotiation.
>
> It is also important to note that the per diem does not represent a fixed underlying cost, but rather it is the amount being charged by the contracting party for providing a particular individual's services.

I agree with and also adopt the approach taken by Assistant Commissioner Beamish in Order PO-2435 for the purposes of this appeal.

Hydro and the affected parties offer very little assistance regarding whether the withheld terms of the agreements were subject to negotiation. The appellant simply submits that the withheld information was mutually generated through a negotiation process.

Analysis

In my view, all of the information that was severed from Records 2, 3 and 4 under section 17(1) represent agreed upon essential terms for the use of the property as a parking lot by the first affected party or agreed upon variations to the terms. Similarly, I find that all of the information that was severed from Records 6 and 7 are agreed upon essential terms for the management agreement between Hydro and the second affected party.

The information severed from Record 1 under section 17(1) found its way into the final agreement, albeit in a more concise way. The information severed from Record 5 consists of options for work to be performed on the property, open for acceptance by Hydro. The options contain various financial terms and indicate the contractor that would perform the work. I will deal with Records 1 and 5 in the section which addresses the "in confidence" portion of the test below.

Based upon my review of the records and the representations, I therefore conclude that all of the information that Hydro seeks to withhold from Records 2, 3, 4, 6 and 7 under section 17(1) of the *Act*, consist of mutually generated agreed upon essential terms that I consider to be the product of a negotiation process. Therefore, in the circumstances of this appeal, I do not consider the information Hydro withheld from these records to have been "supplied" by the affected parties for the purposes of this part of the test.

Since all three parts of the test must be met before the section 17(1) exemption applies this is sufficient to dispose of the application of section 17(1) to Records 2, 3, 4, 6 and 7. However, I will also go on to consider whether the severed information in Records 1 through 7 was supplied, either explicitly or implicitly, in confidence.

In Confidence

In order to satisfy the "in confidence" component of Part 2, the parties resisting disclosure, in this case Hydro and the affected parties, must establish that the supplier of the information had a

reasonable expectation of confidentiality, implicit or explicit, at the time the information was provided. This expectation must have an objective basis [Order PO-2043].

In determining whether an expectation of confidentiality is based on reasonable and objective grounds, it is necessary to consider all the circumstances of the case, including whether the information was:

- communicated to the institution on the basis that it was confidential and that it was to be kept confidential;
- treated consistently in a manner that indicates a concern for its protection from disclosure by the affected party prior to being communicated to the institution;
- not otherwise disclosed or available from sources to which the public has access;
- prepared for a purpose that would not entail disclosure [PO-2043].

In its representations Hydro refers to the terms of a confidentiality agreement with the second affected party that required the second affected party to maintain the confidentiality of information that Hydro provided to it in the course of the management agreement. Hydro explains that this was created after the contract was awarded but governs information provided to the second affected party at any time. I note, however, that the issue here is not whether the second affected party was bound by confidentiality regarding information provided to it by Hydro, but rather the reverse – what confidentiality attached to information provided by the affected parties *to* Hydro?

There was no evidence that information provided by either the first or second affected party to Hydro was governed by a similar agreement. In fact, Hydro makes no specific representations regarding the confidential supply of information by the affected parties. Although giving no details as to how it occurred, the first affected party simply submits that the information was implicitly supplied in "commercial confidence". The second affected party submits that its competitive bid was submitted both implicitly and explicitly in confidence. No detail of how that was communicated is provided.

The appellant submits that the information was never communicated to Hydro on the basis that it was confidential or to be kept confidential.

Analysis

While there is evidence of an agreement that information Hydro provided to the second affected party was to be kept confidential, there is no corresponding agreement requiring Hydro to treat either affected parties' information in a similar manner. There is nothing resembling a confidentiality clause in favour of either affected party in the records. Nor, in my view have Hydro or the affected parties provided sufficient evidence to establish a reasonable expectation

of confidentiality, either implicitly or explicitly. Simply stating that information was supplied confidentially does not make it so.

Accordingly, I am not satisfied that the information that Hydro seeks to withhold under section 17(1) of the *Act* was supplied by the affected parties in confidence, either explicitly or implicitly within the meaning of section 17(1). I find, therefore, that Hydro and the affected parties have not satisfied the requirements of part 2 of the test for any of the information sought to be withheld from any of Records 1 to 7 under section 17(1).

As all three parts of the test under section 17(1) must be met, I find that section 17(1) does not apply to the withheld information.

VALUABLE GOVERNMENT INFORMATION

Hydro claimed that the exemption in section 18(1)(a) applies to information severed from Records 2, 3 and 6, which, as discussed above, it alleges is "financial" or commercial" information". Section 18(1)(a) reads:

> A head may refuse to disclose a record that contains,
>
> > trade secrets or financial, commercial, scientific or technical information that belongs to the Government of Ontario or an institution and has monetary value or potential monetary value.

Broadly speaking, section 18 is designed to protect certain economic interests of institutions. The report titled *Public Government for Private People: The Report of the Commission on Freedom of Information and Individual Privacy 1980*, vol. 2 (Toronto: Queen's Printer, 1980) (the Williams Commission Report) explains the rationale for including a "valuable government information" exemption in the *Act*:

> In our view, the commercially valuable information of institutions such as this should be exempt from the general rule of public access to the same extent that similar information of non-governmental organizations is protected under the statute . . . Government sponsored research is sometimes undertaken with the intention of developing expertise or scientific innovations which can be exploited.

Other parts of section 18(1) take into consideration the consequences that would result to an institution if a record was released [Order MO-1474]. This contrasts with section 18(1)(a), which is concerned the **type** of the information, rather than the consequences of disclosure (see Orders MO-1199-F, MO-1564).

Hydro explains that it is an asset management organization that owns and operates the principal transmission and distribution system in the Province of Ontario and owns land upon which much of the infrastructure is located. It submits that it also outsources specific services. Hydro's goal is to maximize revenue from its lands.

Hydro submits that the pricing information for the use of Hydro lands as a parking lot and the terms and conditions of the contract belong to Hydro. Hydro submits the appellant's belief that access to this information will help him achieve his goals, demonstrates that the information has monetary value.

Hydro submits that in addition to the second affected party being bound by the confidentiality agreement (discussed above), Schedule A to Record 6 was included as part of a collection of documents released under a closed tender agreement.

Hydro states that releasing the information severed from Records 2, 3 and 6 would be injurious to its financial interests. Hydro says this is because its ability to negotiate with service providers would be compromised. It should be noted that an argument about prejudice to Hydro's economic interests relates to section 18(1)(c), a discretionary exemption that Hydro did not claim to be applicable in the circumstances of this appeal, rather than section 18(1)(a).

Hydro further submits that any injury to the financial interests of Hydro is in turn injurious to the financial interests of the Government of Ontario, who it defines as its shareholder. However, an argument about possible injury to the financial interest of the Government of Ontario relates to section 18(1)(d), also a discretionary exemption that Hydro did not claim to be applicable in the circumstances of this appeal, rather than section 18(1)(a).

Section 18(1)(a)

In order for a record to qualify for exemption under section 18(1)(a) of the *Act*, it must be established that the information contained in the record:

1. is a trade secret, or financial, commercial, scientific or technical information; **and**

2. belongs to the Government of Ontario or an institution; **and**

3. has monetary value or potential monetary value [Orders 87, P-581].

Part 1- Type of information

The definitions of "commercial" and "financial" information in section 18(1) mirrors the way the terms are defined for the purposes of a section 17(1) analysis. As noted above, I find that the information that Hydro seeks to withhold under this exemption meets the definition of "commercial" and/or "financial" information.

Part 2: Belongs to Hydro

In Order PO-1763 [upheld on judicial review in *Ontario Lottery and Gaming Corporation v. Ontario (Information and Privacy Commissioner)* (April 25, 2001), Toronto Doc. 207/2000 (Ont. Div. Ct.)], Senior Adjudicator David Goodis reviewed the phrase "belongs to" as it appears

in section 18(1)(a) of the *Act*. After reviewing a number of previous orders, he summarized the status of the relevant previous orders as follows:

> The Assistant Commissioner [Tom Mitchinson] has thus determined that the term "belongs to" refers to "ownership" by an institution, and that the concept of "ownership of information" requires more than the right to simply to possess, use or dispose of information, or control access to the physical record in which the information is contained. For information to "belong to" an institution, the institution must have some proprietary interest in it either in a traditional intellectual property sense - such as copyright, trade mark, patent or industrial design - or in the sense that the law would recognize a substantial interest in protecting the information from misappropriation by another party. Examples of the latter type of information may include trade secrets, business to business mailing lists (Order P-636), customer or supplier lists, price lists, or other types of confidential business information. In each of these examples, there is an inherent monetary value in the information to the organization resulting from the expenditure of money or the application of skill and effort to develop the information. If, in addition, there is a quality of confidence about the information, in the sense that it is consistently treated in a confidential manner, and it derives its value to the organization from not being generally known, the courts will recognize a valid interest in protecting the confidential business information from misappropriation by others. (See, for example, *Lac Minerals Ltd. v. International Corona Resources Ltd.* (1989), 61 D.L.R. (4th) 14 (S.C.C.), and the cases discussed therein).

Based upon my review of the records and representations, I have concluded that the withheld information in Records 2, 3 and 6 does not have "monetary value". I have not been provided with sufficient evidence to demonstrate that the information constitutes the intellectual property of Hydro or is a trade secret. Nor have I been provided with evidence to indicate that Hydro expended money, skill or effort to develop the information. Furthermore, based on Hydro's representations the confidentiality agreement with the affected party that Hydro relies on to establish a quality of confidence about the information was signed after the successful bid, not before. Hydro admits that in the course of the bidding process it provided the information to all bidders, not just the successful one. In the result, I am also not persuaded that there is a quality of confidence about the information, in the sense that it is consistently treated in a confidential manner.

I therefore find that the information sought to be severed from Records 2, 3 and 6 does not "belong to" Hydro within the meaning of section 18(1)(a). Part 2 of the test is therefore not met. As all three parts of the test must be met, this is sufficient for me to find that section 18(1)(a) does not apply.

As a final note, even if Hydro had actually claimed the application of the discretionary exemptions in sections 18(1)(c) and (d) instead of just paraphrasing the language of the sections

in its representations, I would have found that Hydro failed to provide the necessary "detailed and convincing" evidence to establish a "reasonable expectation of harm".

In my view, Hydro has not established that disclosing the information severed under section 18(1) of the *Act* could reasonably be expected to prejudice its "economic interests" or its "competitive position" or be "injurious to the financial interests of the Government of Ontario", as required in order to establish the application of sections 18(1)(c) and 18(1)(d), respectively. Hydro made very general submissions to the effect that harm would occur if the severed information is disclosed, but its reply representations did provide one possible basis for this concern, which relates to speculation as to an individual's intentions. In my view this evidence is neither detailed nor convincing and constitutes mere speculation of possible harm. Evidence amounting to speculation of possible harm is not sufficient to establish the application of sections 18(1)(c) and (d) [See *Ontario (Workers' Compensation Board) v. Ontario (Assistant Information and Privacy Commissioner)* (1998), 41 O.R. (3d) 464, (C.A.)].

PERSONAL PRIVACY

Hydro is also seeking to rely on section 21(1) of the *Act* to sever the names of individuals employed by the affected party, along with their hourly rates, from pages 3 and 4 of Record 6.

In order for a record to qualify for exemption under section 21(1), a record must contain "personal information", as defined in section 2(1) of the *Act*. Under this definition, "personal information" means recorded information about an identifiable individual including information relating to "financial transactions in which the individual has been involved" (paragraph (b)), or the individual's name where it appears with other personal information relating to the individual or where the disclosure of the name would reveal other personal information about the individual (paragraph (h)).

To qualify as personal information, the information must be about the individual in a personal capacity. 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 [Orders P-257, P-427, P-1412, P-1621, R-980015, MO-1550-F, PO-2225].

Even if information relates to an individual in a professional, official or business capacity, it may still qualify as personal information if the information reveals something of a personal nature about the individual [Orders P-1409, R-980015, PO-2225].

As set out above, previous decisions of this office have drawn a distinction between information relating to an individual in a *personal capacity* and information relating to an individual in *a professional or official government capacity*. As a general rule, information associated with a person in a professional or official government capacity will not be considered to be "about the individual" within the meaning of section 2(1) definition of "personal information" [Orders P-257, P-427, P-1412, P-1621].

Hydro takes the position that the names of the individuals employed by the second affected party, together with their hourly rates, is personal information. It submits that this personal information describes the individual's finances, income, assets and financial activities and, as a consequence, falls under the presumption in section 21(3)(f) of the *Act*. As such, its disclosure is presumed to constitute an unjustified invasion of the individual's personal privacy. In support of its position Hydro relies on former Assistant Commission Tom Mitchinson's decision in Order PO-1705.

In Order PO-1705 former Assistant Commissioner Mitchinson concluded that the names of individuals, together with the rate of pay *those employees earned* for services provided, and the number of hours/days being billed for each employee, constituted their personal information. That is not the case here. The information at issue consists of the hourly rates at which the second affected party bills Hydro for the time of certain individuals.

As explained by Assistant Commissioner Brian Beamish Order PO-2435:

> … In determining whether information relating to a named individual is "personal information", the appropriate approach is to look at the *capacity* in which the individual is acting and the *context* in which their name appears. This was enunciated in Order PO-2225 where former Assistant Commissioner Tom Mitchinson considered the definition of "personal information" and the distinction between information about an individual acting in a business capacity as opposed to a personal capacity. The Assistant Commissioner posed two questions that help to illuminate this distinction:
>
> > Based on the principles expressed in these [previously referenced] orders, the first question to ask in a case such as this is: "in what context do the names of the individuals appear"? Is it a context that is inherently personal, or is it one such as a business, professional or official government context that is removed from the personal sphere?
> >
> > ....
>
> The analysis does not end here. I must go on to ask: *"is there something about the particular information at issue that, if disclosed, would reveal something of a personal nature about the individual*"? Even if the information appears in a business context, would its disclosure reveal something that is inherently personal in nature?

Assistant Commissioner Beamish concluded in Order PO-2435 that:

> In applying Assistant Commissioner Mitchinson's analysis to the current appeal, the context in which the names and hourly rates appear is not inherently personal,

> but is one that relates exclusively to the professional responsibilities and activities of these individuals. …

As explained above, the information severed from pages 3 and 4 from Record 6 relates to amounts that the second affected party charges for the time of certain individuals, not what the individuals earn. Similar to the business context present in Order PO-2225, the professional context in which the individuals' names appear here removes them from the personal sphere.

Furthermore, there is nothing about the names or hourly rates that, if disclosed, would reveal something of a personal nature about the various consultants.

I therefore find that the information Hydro severed from pages 3 and 4 from Record 6 does not qualify as "personal information" and cannot be exempt under section 21(1) of the *Act* for that reason.

ORDER:

1. I order Hydro to disclose the withheld portions of Records 1 to 7 to the appellant by sending him copy by **July 11, 2006**, but not before **July 5, 2006**.

2. In order to verify compliance with provision 1 of this order, I reserve the right to require Hydro to provide me with a copy of the information disclosed to the appellant.

Original Signed By: June 5, 2006
Steven Faughnan
Adjudicator