

ALBERTA
INFORMATION AND PRIVACY COMMISSIONER

**Report on the Investigation into a Complaint about the
Public Body's Duty to Assist under Section 9
of the *Freedom of Information and Protection of Privacy Act***

November 29, 2001

Alberta Transportation and Utilities

Investigation #1643

I. The Complaint

[para 1] The Complainant wrote a letter of complaint to the Office of the Information and Privacy Commissioner about Alberta Transportation and Utilities (the Public Body) on June 4, 1999. The Complainant alleged that he had been misled by the Public Body in a previous request for information and that the Public Body had not performed its duty to assist under the *Freedom of Information and Protection of Privacy Act* (the FOIP Act). In his letter, the Complainant wrote:

I have enclosed a copy of a document that was provided to me thru (sic) a Freedom of Information request to Municipal Affairs. I have also enclosed a copy of a letter from [the FOIP Coordinator]. There appears to be an inconsistency (sic) in [the FOIP Coordinator's] statements. Firstly that no other records are in the possession of the department. Secondly that there is no formal agreement with the M.D. of Foothills and the department. I did not receive the enclosed document until now. [A Public Body Employee] clearly refers to an agreement with the M.D. of Foothills in this document. It appears to me that the department is in violation of the Commissioner's order and has withheld information that I required. I would ask that the Commissioner file charges under the Freedom of Information Act. That he further request the suspension of [the Deputy Minister] and [the FOIP Coordinator] pending the outcome of charges under the Freedom of Information Act.

II. Background

[para 2] The roadway access to the Complainant's rural residence was changed as a result of an upgrade to Highway 2 south of Calgary. The construction involved the Public Body and the Municipal District of Foothills. As a result of a conflict regarding

the right of way and the property of one of the Complainant's neighbors, the new service road was constructed with an offset which required the installation of signs warning motorists to reduce speed to 30 kph for that section of road. The Complainant was not satisfied with the manner in which the road was constructed.

[para 3] The Complainant made an access request to the Public Body on April 28, 1997 requesting the following information:

1. *Agreements between AT&U and [the Complainant's neighbor] re: service road*
2. *All correspondence between the AT&U and M.D. of Foothills regarding the agreement to change the design of portion of service road relating to [the Complainant's neighbor's] agreement.*
3. *The original plan for that portion of service road and the altered plan.*

[para 4] In their reply to the Complainant, dated June 9, 1997, the Public Body wrote:

Some of the records you requested contain information that is exempted from disclosure under the Freedom of Information and Protection of Privacy Act. The exempted information has been severed so the remaining information in the records could be disclosed. The severed information is excepted from disclosure under:

Section 16 – Disclosure harmful to personal privacy

Section 23 – Advice from officials

Section 24 – Disclosure harmful to economic and other interests of a public body.

[para 5] The Public Body enclosed copies of the severed documents and advised the Complainant of his right to request a review by the Information and Privacy Commissioner. The agreement between the Complainant's neighbor and the Public Body was withheld in its entirety.

[para 6] On June 16, 1997, the Office of the Information and Privacy Commissioner received a fax from the Complainant in which he stated the following:

Re: Request No.97-A-03 from Alberta Transportation and Utilities.

Enclosed is copy of letter received from [FOIP Advisor], AT&U.

We have been denied a copy of an agreement between [the Complainant's neighbor] and AT&U. This agreement may reveal a violation of the Provincial Planning Act. We would therefore request access to this agreement A.S.A.P.

[para 7] As a result of the Complainant's fax, the Office of the Information and Privacy Commissioner opened Request for Review #1321. The only matter that could not be

resolved was access to the agreement between the Complainant's neighbor and the Public Body.

[para 8] On October 1, 1997 the Public Body sent a letter to the Complainant advising him that their position regarding access to the agreement had not changed. The Complainant requested that the matter be set down to inquiry to resolve the issues related to his access request.

[para 9] A written inquiry was held and on May 15, 1998. As a result, the Commissioner released Order 98-005 in which he issued the following order:

I find that:

- 1. The personal information specifically listed below must be severed and the remainder of the Record should be released: and,*
- 2. The Public body incorrectly applied section 24(1) to the Record in its entirety.*

[para 10] The Complainant received a copy of the record with Third Party personal information severed as a result of the Order.

[para 11] Subsequent to the access request to the Public Body, the Complainant made access requests to Alberta Municipal Affairs and to the Municipal District of Foothills. All access requests were for information about the construction of the service road adjacent to the Complainant's residence. The requests were for information about the same general topic matter but were made at different times and for different specific information.

[para 12] When the Complainant received the results of the access requests to Municipal Affairs and the M.D. of Foothills, he received different records than those received from the Public Body. The Complainant concluded that the Public Body had purposely withheld certain records and that they had violated the Commissioner's previous Order. In particular, the Complainant received a copy of a briefing note from Municipal Affairs that had been prepared for the Minister of the Public Body. The Complainant forwarded a copy of the briefing notes with his complaint to the Commissioner's office. In addition, he enclosed a copy of a letter from the FOIP Coordinator of the Public Body that indicated that the Public Body was not in possession of any further records that were responsive to his request. The Complainant pointed out that the existence of the briefing notes proved that the Public Body was in possession of further records, which would clearly contradict the FOIP Coordinator's letter.

[para 13] In addition, the briefing note referred to an agreement between the Public Body and the M.D. of Foothills regarding the service road. The Complainant pointed out that he had been told that no such agreement existed. He offered this as further proof that he had been misled or lied to by the Public Body. These apparent contradictions in the

evidence constituted the substance of the complaint set out in the Complainant's letter to the Commissioner's office.

III. Investigation

[para 14] In his letter, the Complainant raised the following issues:

- The Public Body may be in violation of the Commissioner's Order.
- The FOIP Coordinator's statement that there are no further records responsive to the Complainant's access request was false.
- The FOIP Coordinator's statement that there is no formal agreement between the M.D. of Foothills and the Public Body was false.
- The Complainant requested that charges be laid under the FOIP Act and that the Deputy Minister and FOIP Coordinator be suspended pending the outcome of the charges.

Issue A: Did the Public Body violate the Commissioner's Order?

[para 15] The inquiry, which resulted in Order #98-005, was convened to deal with one record, namely:

a settlement agreement entered into between the Crown in Right of Alberta (as represented by the Public Body) and one or more Third Parties, a one page Schedule A, a dower affidavit, one map, and a one page Schedule B. The settlement agreement is a contract between the parties that outlines the terms and conditions that were negotiated to resolve this matter without recourse to litigation. Both the Public Body and the Third Parties objected to disclosure of the Record.

[para 16] The inquiry dealt with the following issues:

A. Did the Public Body correctly apply section 16 (personal information) to the Record?

B. Alternatively, did the Public Body correctly apply section 24 (harm to economic interests of public body) to the Record?

[para 17] In Order #98-005, the Commissioner found that the Public Body had not properly applied section 24 and ordered that the Public Body release a copy of the settlement agreement to the Complainant with specific personal information severed under section 16. As a result of the Order, the Public Body sent a severed copy of the

record to the Complainant. By providing the Complainant with a copy of the record, the Public Body complied fully with the Order. Therefore, the Public Body did not violate the Commissioner's Order.

Issue B. Was the FOIP Coordinator's statement that there were no further records responsive to the Complainant's access request accurate?

[para 18] The Complainant supplied a copy of a record titled "Supplement (sic) Briefing Notes" as evidence that he had not received full disclosure from the Public Body. This record was received by the Complainant in his access request to Alberta Municipal Affairs.

[para 19] The Public Body was invited to comment on the Complainant's allegation. They responded with a written brief in which they pointed out that the Complainant's initial request was very specific and did not ask for all records related to the service road. When compared with the more general requests to Municipal Affairs and to the M.D. of Foothills, the Public Body concluded that it is understandable that the Complainant would receive more records from other sources. They also put forward the position that the three requests were for differing time periods which would also account for differing responses. The Public Body concluded that they had responded completely and accurately to the Complainant's specific request. The Public Body's position was that the briefing notes did not fall into any of the requested categories of records.

[para 20] In the Public body's written submission there was evidence that the Public body had attempted to clarify the Complainant's request on several occasions. During this process, it appeared that the Complainant had expanded the specific nature of his request. However, it was reasonable to conclude that the briefing note would likely still fall outside of the Complainant's request even after the clarification process. Many applicants control the level of fees charged for access by making very specific requests.

[para 21] When applicants ask for specific information it is common that they not receive all of the information held by a public body on the general topic. There is no requirement for a public body to make an applicant aware that further records may exist, particularly if it appears that an applicant knows what they want. Expanding a search for records that may be related, but not specifically asked for, would most likely increase the fees charged for disclosure.

[para 22] A public body could be criticized for not expanding the search and apparently withholding the additional records. Equally, they could be criticized for broadening the search so wide that the amount of fees are prohibitive or the number of records are so great that it is difficult to pinpoint the information that an applicant wants. Likewise, a public body should not use a specifically worded request to deny access to other records when they know that the applicant would also want those records if he or she knew they existed. Therefore, a public body must try to balance their response and attempt to give an applicant all of the records that are responsive to an access request. Usually, when an

applicant asks for specific records, a response containing those specific records would be considered to be an open, accurate and complete response, as required by section 9 of the FOIP Act.

[para 23] In this case, I concluded that the Public Body had fully discharged its duty to assist the Complainant with his specific access request. In November of 1999, I made an appointment to meet with the Complainant in his home to personally discuss my findings and conclusions.

[para 24] At the meeting in his home, I referred to the written brief prepared by the Public Body. The Complainant was not supplied with a copy because the Public Body had not authorized me to release a copy to him. The Complainant pointed out that the written submission given to me by the Public Body was missing the last correspondence he sent to the Public Body regarding clarification of his request. This missing correspondence indicated that the Complainant wanted all records related to the construction of the service road. It now appeared that the briefing note would have been responsive to the expanded request. I was also concerned that the omission of the correspondence in the Public Body's brief may have been deliberate.

[para 25] In addition, the Complainant was still concerned with the Public Body's position that there was no agreement in place between the Public Body and the M.D. of Foothills regarding the construction of the road. The Public Body was adamant that there was no written agreement and therefore no record that was producible under the FOIP Act. The Complainant pointed out a reference in the briefing note of April 18, 1997 to an agreement. I showed the Complainant a Statutory Declaration prepared by the Construction Manager of the Southern Region, dated August 11, 1999. The Statutory Declaration indicates that there was no formal written agreement between the Public Body and the M.D. of Foothills. The Complainant was not satisfied. This matter will be dealt with in more detail in the next section of this report.

[para 26] As a result of the new information, I went back to the Public Body and requested an explanation regarding the apparent omission from their written brief. The Public Body responded that this had been an oversight and not a deliberate omission. Their position remained the same regarding the briefing note and why it was not responsive to the Complainant's original access request.

[para 27] In the absence of evidence to the contrary, I accepted the Public Body's explanation that the omission was an oversight. However, I asked the Public Body to consider voluntarily conducting another search for records using wider parameters. After several months of consideration, the Public Body agreed to conduct a further search.

[para 28] It should be noted that, if an inquiry were held regarding the Public Body's duty to assist and it were found that the Public Body had not performed its duty, the only remedy available to the Commissioner would be to order the Public Body to perform the duty that they had failed to perform. In other words, the Commissioner could order the public body to conduct a further search for records and make the results available to the

Complainant, subject to the application of appropriate exemptions under the FOIP Act. Therefore, by having the Public Body voluntarily conduct a further search, I was able to achieve the same result for the Complainant without the need for an inquiry.

[para 29] At my request, the Public Body agreed to release a copy of their written brief to the Complainant. A copy of the binder was prepared for disclosure to the Complainant and reviewed by legal counsel for the Public Body. On August 8, 2000, the binder was sent by courier to the Complainant. This was followed up with a meeting with the Complainant and his lawyer at a law firm in Calgary. The Complainant was still not satisfied that he had received everything or that no written agreement existed, in spite of the Statutory Declaration. I told him that it was my position that there were no violations of law regarding the Statutory Declaration. I also told the Complainant that it was my position that the FOIP Act was not the appropriate avenue regarding his concerns about the roadway construction. The Complainant was told that the Public Body was in the process of conducting the search and that I would make every effort to have any existing records about the service road released to him.

[para 30] The Public Body agreed to expand the search for records from anything related to the service road adjacent to the Complainant's residence to any records relating to the upgrade of Highway 2. This would take the search a long way beyond the Complainant's initial specific search.

[para 31] On November 15, 2000, 77 additional pages were released to the Complainant at no charge to him. He was still not satisfied. The records supplied to the Complainant in the expanded search did not reveal any documentary proof that there had been any wrongdoing in the construction of the service road.

[para 32] Throughout the process, the Public Body maintained that they had fully responded to the Complainant's initial specific request. The omission of the Complainant's correspondence from their written brief caused me some concern and caused me to request a voluntary expanded search. The Public Body took a considerable amount of time to consider this request. In the end they conducted an extensive search. As a result, the Complainant received records that far exceeded the scope of his initial request.

[para 33] It is possible now for the Complainant to request a review of the Public Body's duty to assist and the thoroughness of the original search under section 62(3) of the FOIP Act. Such a request could result in an inquiry. However, as previously stated, the most that the Commissioner could order at the conclusion of an inquiry, would be a further search. The remedy available to the Complainant has already been satisfied.

[para 34] The issue for this investigation was whether the FOIP Coordinator's statement was accurate in that there were no further records that were responsive to the Complainant's initial specific request. Clearly, there were further records available when the search was expanded. It is understandable that the Complainant has come to the

conclusion that records were purposely withheld. However, subsequent searches did not turn up additional records related to the Complainant's three specific requests, namely:

1. *Agreements between AT&U and [the Complainant's neighbor] re: service road*
2. *All correspondence between the AT&U and M.D. of Foothills regarding the agreement to change the design of portion of service road relating to [the Complainant's neighbor's] agreement.*
3. *The original plan for that portion of service road and the altered plan.*

[para 35] The Public Body must respond to the request it receives. It is not fair to expect the Public Body to respond exactly as Municipal Affairs and the M.D. of Foothills did. The requests were worded differently and made at different times. It is also not reasonable to assume that three different public bodies are all in possession of exactly the same records. I conclude that the FOIP Coordinator's statement that there were no further records responsive to the Complainant's request was accurate at the time it was made.

Issue C. Was the FOIP Coordinator's statement that there was no formal written agreement between the Public Body and the M.D. of Foothills accurate?

[para 35] The Complainant concluded that a reference to an agreement between the Public Body and the M.D. of Foothills in the briefing note to the Minister was proof that an agreement existed and that the Public Body was purposely withholding the agreement from him. In the briefing note, the references to an agreement are as follows:

Service road design standards and construction requirements were negotiated between the department and the municipality.

...

It was agreed that the municipal district would present the plan for the approach road connecting the services road to the subdivision to the landowners for input prior to the commencement of construction.

...

Part of the agreement with the municipal district involved reconstructing the approach road to the [third party], [Complainant] and other properties.

[para 36] In particular, the Complainant believes that the third quote, listed above, is proof that there was an agreement between the Public Body and M.D. of Foothills. There was also a reference made to the settlement agreement between the Third Party and the Public Body, which was the subject of Order #98-005.

[para 37] Section 6 of the FOIP Act states:

6(1) An applicant has a right of access to any record in the custody or under the control of a public body, including a record containing personal information about the applicant.

[para 38] A record is defined in section 1(1)(q), as follows:

(q) "record" means a record of information in any form and includes books, documents, maps, drawings, photographs, letters, vouchers and papers and any other information that is written, photographed, recorded or stored in any manner, but does not include software or any mechanism that produces records;

[para 39] The Oxford Dictionary defines "Agreement" as follows:

agreement mutual understanding; legal contract; concord

[para 40] In his Statutory Declaration of August 11, 1999, the Construction Manager for the Southern District declared at items 4, 5 and 6:

- 4. I prepared the briefing note dated April 18, 1997 which makes reference to the Department's agreement with the Municipal District of Foothills.*
- 5. There is no formal written agreement with the Municipal District of Foothills,*
- 6. Representatives from the Department, the Municipal District, the consulting firm of Torchinsky Engineering (retained by the Municipal District) and affected land owners discussed the design of the approach road and cul-de-sac at the site meeting. A verbal understanding was agreed to based on the plan provided by the municipality through their consultant Torchinsky.*

[para 41] As clearly stated in the Statutory Declaration, there was no formal written agreement or contract between the Public Body and the M.D. of Foothills. The agreement referred to in the briefing notes was a mutual understanding and not a written contract. When the FOIP Coordinator wrote to the Complainant and told him that there was no agreement, his reference was to an agreement as a contract or written record, as captured by the FOIP Act. A verbal agreement or understanding does not fit within the definition of a record under the FOIP Act.

[para 42] As a result of all of the evidence, I conclude that the FOIP Coordinator's statement that there was no agreement was accurate and that there was no attempt to mislead the Complainant.

[para 43] The Complainant reviewed the Statutory Declaration and made the allegation that the Construction Manager lied and demanded that I charge him under Section 86 of the FOIP Act. I will deal with the Complainant's new allegation at the end of the following section of this report.

Issue D: Has there been an offence committed under section 86 of the FOIP Act by anyone involved in the Complainant's access request or subsequent complaint?

[para 44] Section 86 of the FOIP Act states:

86(1) A person must not willfully

(a) collect, use or disclose personal information in violation of Part 2,

(a.1) attempt to gain or gain access to personal information in violation of this Act,

(b) make a false statement to, or mislead or attempt to mislead, the Commissioner or another person in the performance of the duties, powers or functions of the Commissioner or other person under this Act,

(c) obstruct the Commissioner or another person in the performance of the duties, powers or functions of the Commissioner or other person under this Act,

(c.1) alter, falsify or conceal any record, or direct another person to do so, with the intent to evade a request for access to the record,

(d) fail to comply with an order made by the Commissioner under section 68 or by an adjudicator under section 76(2), or

(e) destroy any records subject to this Act with the intent to evade a request for access to the records.

(2) A person who violates subsection (1) is guilty of an offence and liable to a fine of not more than \$10 000.

[para 45] Breaches of most provisions of the FOIP Act are dealt with either through an investigation or inquiry. An investigation usually results in recommendations which, while not binding, are usually adopted by a public body. An inquiry results in an Order, which is binding on a public body. Section 86 sets out offences, which may lead to a conviction and a fine. However, the FOIP Act does not grant authority for the Commissioner to conduct trials or levy fines. Consequently, an alleged offence under section 86 would be heard in the Provincial Court of Alberta.

[para 46] The FOIP Act grants authority to the Commissioner to conduct investigations under the Act. The FOIP Act also authorizes the Commissioner to delegate his powers. In the case of an investigation, delegation would usually be to a Portfolio Officer. If the Portfolio Officer believes that there are reasonable and probable grounds that an offence has been committed, he or she would prepare a court brief for review by the Crown. If a

Crown Prosecutor agrees that there is sufficient evidence, the Portfolio Officer would swear an Information and the case would be heard in Provincial Court. In order to convict under this section the Crown would have to prove not only that the act was committed, but also that the accused willfully committed the act.

[para 47] In conducting such an investigation, I must be satisfied that I have reasonable and probable grounds to believe that an offence has been committed. If I believe those grounds exist, I would proceed forward to the Crown and to Provincial Court. If I do not believe I have those grounds, the investigation concludes. There is no right under the FOIP Act to request a review and subsequent inquiry as there is with many investigations under the Act. If the Complainant is not satisfied with the closing of a section 86 investigation without it proceeding to court, his recourse would be to appear before a Justice of the Peace and swear his own Information.

[para 48] In the Complainant's original complaint, he made the following allegation:

*It appears to me that the department is in violation of the Commissioner's order and has withheld information that I required.
I would ask that the Commissioner file charges under the Freedom of Information Act. That he further request the suspension of [the Deputy Minister] and [the FOIP Coordinator] pending the outcome of charges under the Freedom of Information Act.*

[para 49] The issue regarding a possible violation of the Commissioner's Order has been dealt with previously in this Investigation Report. I have concluded that the Public Body complied with the Order. Therefore, there is no evidence to support a charge under section 86.

[para 50] It is possible that the FOIP Coordinator may have violated section 86(1)(b) by making a false statement to the Commissioner or his delegate in the course of the original review of the Complainant's access request or during the current investigation. As previously stated in this report, I am satisfied that the statements made by the FOIP Coordinator in his letters were accurate at the time that they were made. Likewise, I have concluded that the omission of the Complainant's correspondence in the Public Body's brief was not a deliberate attempt to mislead me or to obstruct me. Therefore, I am satisfied that there is insufficient evidence to support a charge related to these incidents.

[para 51] It is possible that an allegation could be made that the Public Body concealed the agreement between the Public Body and the M.D. of Foothills, thereby committing an offence under section 86(1)(c.1). However, as previously stated, no written agreement or contract ever existed. Therefore there is no evidence to support a charge relating to the concealment of records.

[para. 52] That leaves the Complainant's allegation that the Construction Manager lied in his Statutory Declaration. Such an offence could be a violation of section 86(1)(b) of

the FOIP Act. In addition, because the statement was made under oath, it could also constitute an offence of perjury, under section 131(1) of the Criminal Code of Canada. Obviously, the Commissioner and his staff do not have any jurisdiction under the Criminal Code. Therefore, the Complainant was advised on numerous occasions that a complaint of perjury would have to be made to the police. The Complainant's allegation under section 86 must still be dealt with in this investigation.

[para 53] The Complainant's allegation relates to item 6 in the Construction Manager's Statutory Declaration, which states:

6. Representatives from the Department, the Municipal District, the consulting firm of Torchinsky Engineering (retained by the Municipal District) and affected land owners discussed the design of the approach road and cul-de-sac at the site meeting. A verbal understanding was agreed to based on the plan provided by the municipality through their consultant Torchinsky.

[para 54] The Complainant alleged that the Construction Manager falsely stated in his declaration that all affected landowners were present at a site meeting. The Complainant states that there were no landowners present. The Complainant believes that this is proof that the Construction Manager lied. When I asked the Complainant if he was at the gathering in front of his residence, he said that he was. However, he went on to state that he did not count because he was not a landowner. He stated that the title to the family home is in his wife's name.

[para 55] In the Statutory Declaration, the Construction manager talks about representatives from various groups, the last group being landowners. I interpret his statement to mean that there was at least one person from each of the groups listed. Nowhere does he indicate that all of the landowners were present as the Complainant argues. The site visit referred to in the declaration was held on the roadway in front of the Complainant's residence. The Complainant admits that he was present. Considering that it is very likely that the Complainant was speaking as if he were a landowner, it would be reasonable for the Construction Manager to believe that he was a landowner or, at the very least, was speaking on behalf of one. Therefore, it is my conclusion that the Statutory Declaration is a fair depiction of the Construction Manager's recollection of the events as they took place. Therefore, there is insufficient evidence to proceed any further with this allegation.

[para 56] After reviewing all of the available evidence regarding the Complainant's allegations of offences under section 86 of the FOIP Act, I am satisfied that there is insufficient evidence to proceed on any of the individual allegations. The investigation into the Complainant's concerns under section 86 is now closed.

IV. Investigative Findings

[para 57] As a result of my investigation, I make the following findings:

1. The Public Body did not violate Order # 98-005
2. The FOIP Coordinator's statement that there were no further records responsive to the Complainant's access request was accurate when it was made.
3. There was no formal written agreement between the Public Body and the M.D. of Foothills regarding the construction of the service road adjacent to the Complainant's wife's property.
4. There is insufficient evidence to support any charges under section 86 of the FOIP Act in relation to any of the Complainant's allegations.

V. Concluding Comments

[para 58] The Complainant has some valid concerns and is extremely frustrated as a result of what he perceives to be substandard construction of the roadway near his home. He would like the roadway changed and it is evident that he would like someone punished as a consequence. However, the process available under the FOIP Act it is not the appropriate avenue to affect these results. The access provisions of the Act may be used to gain records that may or may not supply the evidence required to assist in requesting or even forcing the action desired. The lack of any useful information is not, in and of itself, evidence that a conspiracy exists to withhold information to cover-up some perceived wrongdoing.

[para 59] At the end of this very lengthy process, I am satisfied that the Complainant now has all of the records related to the construction of the roadway that are in the custody of the Public Body. As previously stated, there is no question that there were more records relating to the general topic than the Complainant received from his specific request. However, I am satisfied that the Public Body did not purposely withhold records.

[para 60] Section 86 creates several offences that would be heard in Provincial Court. For a charge to proceed, I would have to be satisfied, on reasonable and probable grounds, that an offence had been committed and swear an Information to that effect. I simply do not have enough evidence to support further action on any of the Complainant's allegations. As previously stated, the remedy available to the Complainant is for him to swear his own Information.

[para 61] Generally, recommendations are made at the end of an investigation report that are aimed at assisting the Public Body in correcting any shortcomings determined by an investigation. Given my findings and the ongoing dialog with the Public Body during this investigation, I am not inclined to make any formal recommendations.

Dave Bell
Portfolio Officer