Information and Privacy Commissioner,
Ontario, Canada

Commissaire à l'information et à la protection de la vie privée,
Ontario, Canada

ORDER MO-3912

Appeal MA18-00719

Your Quick Gateway (Windsor) Inc.

March 11, 2020

Summary: After receiving some information as a result of an access request to the City of Windsor (the city) and an appeal of the city's decision, the appellant made a request to Your Quick Gateway (Windsor) Inc. (YQG) for access to additional information about agreements between the city, YQG and some other parties concerning the operation of a Maintenance, Repair and Overhaul facility in Windsor. The appellant was particularly interested in certain details about the agreement between the parties after the acquisition of the facility by a named company in 2017. The appellant appealed YQG's denial of access to any information under the *Municipal Freedom of Information and Protection of Privacy Act* (the *Act*). In this order, the adjudicator finds that some withheld information is not responsive to the appellant's request. However, she orders the disclosure of the remaining information after rejecting the affected party company's claim about the application of the mandatory exemption for third party information at section 10(1) of the *Act.*

Statutes Considered: *Municipal Freedom of Information and Protection of Privacy Act*, RSO 1990, c M.56, as amended, sections 2 (definitions), 10(1), 17; Municipal Services Corporations, O Reg 599/06, section 20.

Orders and Investigation Reports Considered: Interim Order MO-3583-I.

OVERVIEW:

[1] The appellant made a request to Your Quick Gateway (Windsor) Inc. (YQG) under the *Municipal Freedom of Information and Protection of Privacy Act* (the *Act*) for certain information relating to agreements to which YQG is a party. As discussed in

more detail below, YQG is a wholly-owned subsidiary of the City of Windsor (the city), and operates the Windsor International Airport on the city's behalf.

[2] Some background is helpful to place the request in context.

[3] In 2012, a Canadian-owned airframe maintenance company opened a Maintenance, Repair and Overhaul (MRO) facility in Windsor. The appellant in this appeal previously made a request under the *Act* to the city for information related to commercial services agreements between the city, YQG and other parties concerning this transaction. The appellant was particularly interested in information about any job creation obligations, penalties and escape clauses arising from those agreements. As I described in the resulting order (which I discuss in more detail below), the appellant reported that these agreements were linked, in public statements by the city's then-Mayor, to the creation of jobs in the city, and that promises of job creation were used to justify the construction of a $22-million taxpayer-financed airport hangar for use by the airframe maintenance company. The appellant explained that his interest in the records was to verify the job creation obligations of the airframe maintenance company, and to confirm that they had been met.

[4] While the city granted the appellant's request in part, it denied access to certain records and portions of records based on a number of grounds in the *Act*. The appellant appealed the city's decision to this office. After this office conducted an inquiry into the matter, I issued Interim Order MO-3583-I to address issues arising out of the city's denial of access. In that order, I did not uphold the city's claims to withhold most parts of the responsive records; I therefore ordered the disclosure of those parts of the records to the appellant. I upheld the city's denial of access based on one of the claimed grounds to discrete portions of certain contracts. In addition, for reasons discussed below, I deferred consideration of the appellant's right of access to some other discrete information in the records.

[5] Before and after the release of the interim order, a number of events occurred that are relevant to the present appeal. In 2017, an international aviation services company acquired the Windsor MRO facility from the airframe maintenance company. For ease of reference, in this order, I will refer to the airframe maintenance company (that originally opened the MRO facility) as "Company 1," and to the international company (that acquired the facility in 2017) as "Company 2." In accordance with my interim order, the appellant received from the city some additional records and portions of records concerning the city's agreements with Company 1 prior to the sale of the facility to Company 2.

[6] Following these developments, the appellant made another access request, this time to YQG, for the following information:

> Please indicate the actual number of employees employed by [Company 1] at the end of year one and year two of its operations as an MRO at

> city- owned Windsor Airport, starting in 2012. Also please indicate how many workers are currently employed by [Company 2], the new owner of the company starting in 2017 as the end of the seventh year approaches in 2019.
>
> Please tell me if [Company 1] met its contractual guarantees to the landlord, the City of Windsor and/or [YQG], and how much the service provider[1] paid in penalties for not achieving those employment figures.
>
> Please tell me how much of the $3-million in working capital noted in the contract was given to the service provider from various federal, provincial and other government authorities and was that money in addition to the $23-million cost to the three levels of government to build the facility.
>
> Please tell me the amount of funding identified in the contract that was provided for employment incentives in the amount of $1-million, subject to Ontario Works Employment Services.
>
> Please tell me if there is a new agreement with [Company 2] that changes the employment guarantees required of [Company 1]. Further, has [Company 2] agreed to pick up any outstanding default payments. Finally, will [Company 2] be required to fulfil the requirement of 325 full-time jobs by the end of the seventh year of operations next year? This request could entail turning over the agreement between YQG and [Company 2].

[7] YQG notified five parties of the request (the affected parties) and sought their views on disclosure of the requested information. YQG ultimately responded to the appellant's request by denying access to seven records, in full, on the basis of section 10(1) (third party information) of the *Act*.

[8] The appellant appealed YQG's decision to this office, giving rise to the present appeal. During the course of mediation, the appellant clarified and narrowed the scope of his request. He now seeks only the following information:

> What was the penalty amount waived by any relinquishment of contractual obligations between YQG and the service provider?
>
> Did Windsor receive $3 million from the service provider, as noted in the contract, and if so, what use did they make of it?
>
> Did Windsor receive the $1 million employment incentive from the service provider, and if so, how was it utilized?

[9] During mediation, YQG provided some clarification about how the records

[1] By which I understand the appellant to be referring to Company 1.

address the appellant's questions. Specifically, YQG advised that certain penalties are prescribed in the services agreement that is described as Record 1 in YQG's Index of Records. YQG also advised that certain penalties are waived in the agreement that is Record 2.

[10] YQG also took the position that only the records identified as Records 1, 2 and 6 (of the seven records originally identified in its Index of Records) are responsive to the appellant's narrowed request.

[11] Also during mediation, the appellant raised the issue of the public interest override.

[12] As no further mediation was possible, the appeal was transferred to the adjudication stage of the appeal process.

[13] On my review of the file, I identified some overlap between the records at issue in this appeal and the records that were addressed in the appellant's previous appeal and Interim Order MO-3583-I. I also identified some overlap in the seven records described in YQG's Index of Records. I shared my observations with the parties to this appeal: YQG, the appellant, and five affected parties, being the city and Company 2 (which represents four affected parties). Based on my observations, I removed some records and information from the scope of this appeal, as described in more detail below.

[14] After narrowing the scope of the records at issue, I began my inquiry by seeking representations from YQG and the affected parties (the city and Company 2, representing four affected parties). YQG declined to provide representations. The city provided representations in which it consented to the disclosure of all the information remaining at issue in the appeal. Company 2 provided representations in which it objected to the disclosure of any information to the appellant. Company 2 maintains that the information at issue is not responsive to the appellant's request or, alternatively, that the mandatory exemption at section 10(1) applies to the information.

[15] I then sent a Supplementary Notice of Inquiry to YQG, inviting it to consider the positions taken by the affected parties. YQG responded by revising its decision on the appellant's access request: it has now decided to disclose all the information at issue in the appeal. However, as Company 2 continues to object to any disclosure, I must determine whether the grounds claimed by Company 2 are appropriate bases for denying the appellant access to the requested information.

[16] Based on my consideration of all the materials before me, I decided that it was unnecessary to seek representations from the appellant in order to determine these issues. In the discussion that follows, I conclude that certain discrete information in Records 2 and 3 is not responsive to the appellant's request. I find, however, that the remaining portions of Record 2 at issue are, in fact, responsive to the request, and are

not exempt under section 10(1). I order YQG to disclose to the appellant the information at issue in Record 2, with the exception of some security registration numbers that I describe below.

[17] Company 2 initially refused to share any part of its representations with the other parties to the appeal. (Company 2 did, however, later consent to my sharing its representations with YQG, which I did in the course of seeking supplementary representations from YQG.) In a November 21, 2019 letter to Company 2, I set out my decision on the sharing of its representations. Among other things, I found that only discrete portions of Company 2's representations met the confidentiality criteria set out in this office's *Code of Procedure* and *Practice Direction Number 7*, and I provided Company 2 with a copy of its representations indicating the non-confidential portions. I also rejected Company 2's request that I impose certain conditions on the parties' use of Company 2's non-confidential representations. I did not receive from Company 2 a request for reconsideration or notice of application for judicial review of my sharing decision. While I have considered Company 2's representations in their entirety in deciding the issues in this appeal, I confirm for Company 2's benefit that I refer in this public order only to the non-confidential portions of its representations.

RECORDS:

[18] After identification of some overlap in the records at issue in the current appeal and in the appeal that gave rise to Interim Order MO-3583-I, as well as significant overlap in the seven records identified in YQG's Index of Records, the only information remaining at issue in this appeal is the following:

- Parts of Record 2, which is an agreement titled "Consent and Acknowledgement" (dated September 8, 2017) between Company 1, YQG and some affected parties.

  The only portions of Record 2 at issue are: the body of the agreement (consisting of four pages plus signature pages, and a document titled "Statement" that is dated August 22, 2017); and the part of Schedule A to the agreement that is an amending agreement titled "Second Amendment to Services Agreement," made as of June 2015.

  These pages are numbered 1-8 and 60-62 in the copy of records provided to me by YQG.

- Parts of Record 3, which is an agreement between Company 1 and one affected party, dated January 8, 2014.

  The only portions of Record 3 at issue are the name and some other identifying information about a particular third party that is not an affected party in this appeal.

> This information appears on the pages numbered 17-20 in the copy of records provided to me by YQG.

[19] In an Appendix to this order, I describe for the parties' benefit how I arrived at my determination regarding the information remaining at issue in this appeal.

ISSUES:

A. What is the scope of the request? Is the information in Records 2 and 3 responsive to the request?

B. Does the mandatory exemption at section 10(1) apply to the information at issue in Record 2?

DISCUSSION:

Preliminary Determination: YQG is an "institution" within the meaning of the *Act*

[20] YQG, the respondent in the present appeal, was one of the affected parties in the appeal giving rise to Interim Order MO-3583-I. (As noted above, the respondent in that earlier appeal was the city.) The issue of YQG's status under the *Act* was not canvassed during the inquiry into the previous appeal. When that matter was transferred to me, I concluded that I could decide the issues in that appeal without making a determination about YQG's status under the *Act*. In the interim order, I made the following observation:

> The airport operator [YQG] is a wholly-owned subsidiary of the city. Based on the information before me, it appears possible that the airport operator is part of the city, or is itself an institution under the *Act*. While the third party exemption is generally understood to protect the interests of businesses or other organizations that are not institutions, this office has sometimes permitted an affected party institution to claim the third party exemption: see the discussion in Order PO-3676.
>
> In the circumstances, and without making a finding on the airport operator's status under the *Act*, I have decided to consider its section 10(1) claim for the information relating to it in Record 1. Among other considerations, neither the city nor the airport operator raised the issue of the airport operator's entitlement to rely on section 11, and the city has

itself claimed section 11 for all the withheld information in the records, including the information in Record 1.[2]

[21] The present appeal, however, arises from an access request made directly to YQG. Because the right of access in the *Act* applies only to records in the custody or under the control of an "institution," it is necessary to determine whether YQG qualifies as an institution within the meaning of the *Act*. That term is defined at section 2(1) of the *Act* to mean:

> (a) municipality,
>
> (b) a school board, municipal service board, city board, transit commission, public library board, board of health, police services board, conservation authority, district social services administration board, local services board, planning board, local roads board, police village or joint committee of management or joint board of management established under the *Municipal Act, 2001* or the *City of Toronto Act, 2006* or a predecessor of those Acts,
>
> (c) any agency, board, commission, corporation or other body designated as an institution in the regulations[.]

[22] Section 2(3) also deems certain bodies to be "part of" a municipality for the purposes of the *Act*.

[23] During the course of this appeal, YQG advised that it is a wholly-owned corporation established by the city under section 203 of the *Municipal Act, 2001* for the purpose of operating Windsor International Airport on the city's behalf. YQG accepts that it is an institution within the meaning of the *Act* pursuant to the following provision in regulations to that statute:

> A corporation that is a wholly-owned corporation or a corporation whose business or activities include the provision of administrative services to any municipality, local board, public hospital, university, college or school board is deemed to be an institution for the purposes of the *Municipal Freedom of Information and Protection of Privacy Act*.[3]

[24] I am satisfied that YQG is an institution for the purposes of the *Act* as a result of this deeming provision. I will therefore consider the appellant's right of access under the *Act* to the requested information, which YQG does not deny is in its custody or control.

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[2] Footnote 18 on page 12 of Interim Order MO-3583-I.
[3] Municipal Services Corporations, O Reg 599/06, section 20.

A. What is the scope of the request? Is the information in Records 2 and 3 responsive to the request?

[25] YQG takes the position that Record 3 is not responsive to the appellant's request. The affected party Company 2 supports YQG's position. Additionally, Company 2 asserts that the portions of Record 2 at issue do not reasonably relate to the appellant's narrowed request, and are also not responsive.

[26] I reproduce the appellant's narrowed request for ease of reference:

- What was the penalty amount waived by any relinquishment of contractual obligations between YQG and the service provider?
- Did Windsor receive $3 million from the service provider, as noted in the contract, and if so, what use did they make of it?
- Did Windsor receive the $1 million employment incentive from the service provider, and if so, how was it utilized?

[27] The only information at issue in Record 3 is the name and some other identifying information about a party who contracted with the city in "Schedule D," an agreement titled "Commitment and Security Interest in Respect of Listed Equipment." In Interim Order MO-3583-I, I referred to this party as the "Schedule D party." (As noted above, the appellant's right of access to the remainder of Record 3 was adjudicated in Interim Order MO-3583-I. Because the Schedule D party had not been notified during the inquiry giving rise to that order, I decided in the interim order to defer any determination in respect of the information relating to the Schedule D party pending confirmation from the appellant that he seeks access to it. The appellant later informed this office that he has no interest in that information; as a result, it was unnecessary for me to make a determination on it in the course of that appeal.)

[28] I conclude that the information at issue in Record 3 is not responsive to the appellant's request as described above. There is no connection between the identifying information about the Schedule D party that remains at issue and the information sought by the appellant.

[29] However, I find that, with one exception, the information at issue in Record 2 reasonably relates to the questions posed by the appellant, and is responsive to his request. Company 2 asserts that the parts of Record 2 remaining at issue do not specify any penalty amounts waived, or any actual receipt or use of any amounts by the city, and so are not responsive to the appellant's narrowed request. It is evident to me, however, that the agreement contained in Record 2, read together with the original services agreement (and amendments to it) to which Record 2 refers, sets out certain financial and other obligations of the parties that are reasonably related to the appellant's request. With one exception noted below, I also find that all the portions of Record 2 at issue must be read together in order to give the agreement context. To

reasonably relate to the appellant's request, it is not necessary that the relevant parts of Record 2 directly answer each of the appellant's questions. It is enough that the information at issue in Record 2, together with the underlying agreements to which Record 2 refers (and that were previously disclosed to the appellant), would provide the appellant with the information he seeks about the fulfillment of certain terms and financial obligations contained in those agreements.

[30] The exception is certain security registration information appearing in paragraph 9 of Record 2. These are file numbers issued under the *Personal Property Security Act* for certain security interests registered against certain parties. These registration numbers are not reasonably related to the appellant's request, and are not responsive for that reason.

[31] Because I find that the majority of the information at issue in Record 2 is responsive to the appellant's request, I will next consider Company 2's alternative argument for withholding it from the appellant.

B. Does the mandatory exemption at section 10(1) apply to the information at issue in Record 2?

[32] YQG has now decided to disclose the information at issue in Record 2, and the city has consented to disclosure of this same information. However, Company 2 maintains its objection to disclosure based on a claim about the expectation of harms to its contract negotiations and labour negotiations. I understand Company 2 to be relying on the mandatory exemption against disclosure at section 10(1)(a), and, potentially, section 10(1)(c). These sections 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, if 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[.]

[33] Section 10(1) is designed to protect the confidential "informational assets" of businesses or other organizations that provide information to government institutions.[4] Although one of the central purposes of the *Act* is to shed light on the operations of government, section 10(1) serves to limit disclosure of confidential information of third

[4] *Boeing Co. v. Ontario (Ministry of Economic Development and Trade)*, [2005] O.J. No. 2851 (Div. Ct.)], leave to appeal dismissed, Doc. M32858 (C.A.) (*Boeing Co.*).

parties that could be exploited by a competitor in the marketplace.[5]

[34] For section 10(1) to apply, the party claiming the exemption 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 section 10(1) will occur.

[35] I have no trouble accepting that the relevant parts of Record 2 contain commercial information within the meaning of section 10(1). Record 2 is an agreement between YQG, the city and a number of other parties setting out their rights and obligations in relation to a particular commercial transaction. Some of the information at issue is also financial information, in the form of fees and payment amounts.

[36] I find, however, that the information at issue in Record 2 does not meet part two or part three of the three-part test for application of the third party information exemption. As a result, I will order YQG to disclose this information to the appellant.

[37] The information at issue in Record 2 was not "supplied to the institution in confidence" as required by part two of the test. Record 2 is a contract between the parties. 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 10(1). The provisions of a contract, in general, have been treated as mutually generated, rather than "supplied" by the third party, even where the contract is preceded by little or no negotiation or where the final agreement reflects information that originated from a single party.[6]

[38] Company 2 acknowledges the general rule regarding contracts, but claims that the exceptions to the general rule apply.

[39] One of these is the "inferred disclosure" exception. This exception applies where disclosure of the information in a contract would permit accurate inferences to be made with respect to underlying non-negotiated confidential information supplied by the third party to the institution.[7]

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[5] Orders PO-1805, PO-2018, PO-2184 and MO-1706.
[6] This approach was approved by the Divisional Court in *Boeing Co.*, cited above, and in *Miller Transit Limited v. Information and Privacy Commissioner of Ontario et al.,* 2013 ONSC 7139 (CanLII) (*Miller Transit*).
[7] Order MO-1706, cited with approval in *Miller Transit*, above, at para. 33.

[40] The second exception is the "immutability" exception. This exception applies where the contract contains information supplied by the third party, but the information is not susceptible to negotiation. Examples are financial statements, underlying fixed costs and product samples or designs.[8]

[41] Company 2 submits that all the information in Record 2 relates to obligations and covenants that were confidential conditions of an assignment transaction, and were supplied by Company 1 to the other parties. Company 2 says that the record merely reflects the other parties' consent to those terms. Company 2 also asserts that parts of Record 2 include financial data relating to underlying fixed costs, and other items such as lists of assets and training plans.

[42] The fact that one party may have proposed the terms that are ultimately accepted by the other parties to the agreement is not sufficient to establish that one of the exceptions to the general rule applies. A party asserting an exception must show, on a balance of probabilities, how the information in the contract meets the exception based on its content, and not merely the fact that it originated with a third party.[9] I see nothing in the relevant portions of Record 2 that could be described as containing or revealing non-negotiated confidential information of a third party, including anything that could be described as underlying fixed costs. Company 2 appears to be referring to certain contract fees set out in the agreement, but it does not explain how this information could be used to deduce a party's underlying fixed costs, and this is not evident to me from my own review of the record. Company 2 also refers to lists of assets, training plans and other confidential items in Record 2, but I see no such information in the portions of Record 2 that are at issue in this appeal.

[43] Company 2 also refers to the terms of a non-disclosure agreement signed by the parties as evidence of their shared expectation of confidentiality in the information that was later incorporated in the agreements between them. I rejected a similar argument in Interim Order MO-3583-I. While contractual terms setting out confidentiality obligations may support a finding that parties held an objectively reasonable expectation of confidentiality, they are not determinative, and they do not override any rights of access under the *Act*. In any event, as I do not find that any of the information at issue meets the test of having been "supplied," I do not need to address the question of the parties' expectations of confidentiality with regard to that information.

[44] Finally, although it is not necessary for me to do so, I will briefly address Company 2's arguments regarding the risks of harm from disclosure.

[45] Company 2 asserts that disclosure of the information at issue will prejudice significantly its competitive position and materially interfere with its contractual and labour negotiations, resulting in financial loss to the company.

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[8] *Miller Transit*, above, at para. 34.
[9] *Miller Transit*, above, at para. 32.

[46] On the topic of contract negotiations, Company 2 asserts that disclosure of the information at issue will permit its competitors and customers to use the information to negotiate more favourable contract terms with other affiliates or locations of Company 2, giving rise to a real prospect of Company 2's being unable to reach agreements with its customers, or its having to significantly reduce its profitability to retain business. Company 2 also suggests that the expected detrimental effects will cause major financial damage not only to Company 2, but also to other businesses in the aviation industry.

[47] On the topic of labour negotiations, Company 2 observes that it is a public company that operates in a very labour-intensive, non-unionized business environment with tight operating margins. Company 2 asserts that disclosure of the information at issue will amount to disclosure of its overhead costs and other specific details of its operations that it otherwise keeps in strict confidence, because such information could be susceptible to exploitation by competitors and labour unions. On this basis, Company 2 maintains that disclosure can be expected to materially prejudice its current and future labour negotiations and lead to unreasonable monetary concessions and rates that would ultimately result in financial detriment to Company 2, as well as more broadly within the industry.

[48] Even if I had accepted that the information remaining at issue in Record 2 had been "supplied in confidence," I would not be persuaded by Company 2's arguments concerning the potential harms from disclosure. These arguments are speculative and are premised on a claim that the information at issue in Record 2 contains or reveals underlying non-negotiated confidential information (such as overhead costs or training plans), which I have found not to be the case. Its general arguments about the potential for financial loss are not supported by detailed evidence about how the specific information at issue in Record 2 (which, it should be noted, concerns a unique assignment transaction) could reasonably be expected to cause the claimed harms to its future negotiations with other parties. Detailed evidence to support the harms outlined in section 10(1) is particularly important in the context of government contracts, in view of the need for public accountability in the expenditure of public funds.[10] The third part of the test requires Company 2 to establish a risk of harm from disclosure that is well beyond the merely possible or speculative,[11] and it fails to do that.

[49] For these reasons, I find that section 10(1) does not apply to the information at issue in Record 2, and I will order YQG to disclose it to the appellant.

[50] Because of my finding, it is unnecessary for me to consider the application of the public interest override at section 16.

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[10] Order PO-2435.

[11] *Accenture Inc. v. Ontario (Information and Privacy Commissioner)*, 2016 ONSC 1616, *Ontario (Community Safety and Correctional Services) v. Ontario (Information and Privacy Commissioner)*, [2014] 1 S.C.R. 674, *Merck Frosst Canada Ltd. v. Canada (Health)*, [2012] 1 S.C.R. 23.

ORDER:

I uphold YQG's decision in part. In particular:

1. I uphold YQG's decision to withhold the information at issue in Record 3. I also order that it withhold the security registration numbers in sections 9(a) and (b) of Record 2 on the basis this information is not responsive to the appellant's request.

2. I order YQG to disclose to the appellant the information at issue in Record 2, with the exception of the security registration numbers described above.

   The information to be disclosed appears on the pages numbered 1-8 and 60-62 in the copy of records provided to me by YQG.

   This information is to be disclosed to the appellant by **April 20, 2020** but not before **April 8, 2020.**

Original signed by | March 11, 2020
Jenny Ryu
Adjudicator

APPENDIX

NARROWING OF THE RECORDS AT ISSUE

YQG originally identified seven records responsive to the appellant's request giving rise to this appeal, and listed them in an Index of Records shared with the other parties.

During my inquiry, I provided all the parties with the following information about how I narrowed the records and information at issue in this appeal.

Some of the records listed in YQG's index have already been addressed through an earlier access request made by the appellant to the City of Windsor, or through my findings in Interim Order MO-3583-I. Specifically:

- Records 1, 4 and 5 in YQG's Index of Records were fully disclosed to the appellant as a result of the appellant's previous request to the city, or because of my order for disclosure in Interim Order MO-3538-I.

- Record 3 in YQG's Index of Records: The majority of this record was ordered disclosed to the appellant, with the exception of the following discrete severances of information. (I do not revisit that determination in this appeal.)

> Specifically, in Order MO-3538-I, I upheld the city's denial of access to Schedule A and Schedule C-2 in their entirety.
>
> I also ordered withheld portions of Schedule D that would reveal the name and other identifying information of a third party that had not been notified during the course of Appeal MA15-242 (I called this party the "Schedule D party" in the interim order).

In addition, I identified the following overlap in the seven records identified in YQG's Index of Records. Specifically:

- Record 2 in YQG's Index of Records ("Consent and Acknowledgment dated September 8, 2017"): This record incorporates, at Schedule A to the record, Records 1, 4, 5 and 6 in YQG's Index of Records. Since Records 1, 4 and 5 were already disclosed to the appellant (as a result of his prior request and/or Interim Order MO-3583-I), all that remains at issue is the body of Record 2 (pages numbered 1-8 in the copy of the records provided to me by YQG), and Record 6 (pages numbered 60-62 in my copy of the records).

- Record 7 ("Commitment and Security Interest ... dated January 8, 2014"): This is part of the agreement that is Record 3. As noted above, I made a determination on this record in Interim Order MO- 3583-I, and I do not revisit that determination here.

As a result of all the overlap identified above, the only information at issue in this appeal is parts of Records 2 and 3, as described in this order under the heading "Records."