



ARCHITECTURAL INSTITUTE OF BRITISH COLUMBIA

IN THE MATTER OF THE *ARCHITECTS ACT*
R.S.B.C. 1996 C. 17 AS AMENDED

AND

IN THE MATTER OF A CONSENSUAL
RESOLUTION BETWEEN:

JAMES BUSSEY ARCHITECT AIBC

AND

THE ARCHITECTURAL INSTITUTE OF BRITISH COLUMBIA

CONSENSUAL RESOLUTION AGREEMENT

The *Architects Act* authorizes the AIBC to attempt resolution of disciplinary matters by way of consensual resolution. AIBC Bylaws 36.0 through 36.22 provide the specific processes and procedures by which the AIBC and a member or other registrant may reach agreement on a complaint that would otherwise proceed to a hearing and decision at a disciplinary inquiry.

All consensual resolution agreements must be approved by the consensual resolution review panel before they are effective. By statute, this panel must have regard to the public interest when deciding whether to approve a consensual resolution agreement. An approved consensual resolution agreement has the same effect as an order made by a disciplinary committee under the *Architects Act*.

On February 10, 2023, the AIBC transitioned to the authority of the *Professional Governance Act*. As part of this transition, the *Architects Act* (*Act*) was repealed, and the bylaws made under the *Act* were replaced with new updated [Bylaws](#). Pursuant to current AIBC Bylaw 7.51, the Consensual Resolution Review Panel may continue to exercise its powers and duties under the repealed *Act* and bylaws, where the respondent has agreed to enter into a Consensual Resolution before the date of transition. Pursuant to AIBC Bylaw 7.52, if this Consensual Resolution does not result in an agreement approved by the Consensual Resolution Review Panel, the matter is referred to Discipline Hearing and must be resolved under the processes established by the *Professional Governance Act* and the current AIBC Bylaws.

1.0 BACKGROUND AND AGREED FACTS

1.1 The parties agree that the relevant facts and circumstances leading to the investigation and this consensual resolution agreement (the “Agreement”) are set out below.

A. Overview

1.2 This matter began as a potential complaint regarding James Bussey Architect AIBC with respect to the use of, and access to his professional digital seal.

1.3 Following its review of Mr. Bussey’s response to the potential complaint, the AIBC’s Investigation Committee (the “Committee”) initiated a complaint about Mr. Bussey in accordance with AIBC Bylaw 37.16(c).

1.4 Following its investigation, the Committee recommended that the matter proceed to a disciplinary inquiry for determination of whether Mr. Bussey breached certain sections of the *Architects Act*, R.S.B.C. 1996, c. 17 (the “*Act*”), the AIBC Bylaws and the applicable council rulings in the Code of Ethics and Professional Conduct (the “Code of Ethics”).

1.5 Mr. Bussey chose to pursue a consensual resolution with the AIBC.

B. James Bussey

1.6 Mr. Bussey was first registered as an architect with the AIBC on July 1, 1984, and has maintained his registration since that time.

1.7 Mr. Bussey practises architecture through Formwerks Architectural Incorporated (“Formwerks”), a corporation, that holds an AIBC certificate of practice issued on January 1, 1988.

1.8 Mr. Bussey also practices through RLA Architects Inc. (“RLA”), a corporation, that holds an AIBC certificate of practice issued on January 1, 1978.

1.9 Mr. Bussey is the sole shareholder of Formwerks, and Formwerks is the sole shareholder of RLA (together, the “Firms”).

C. The Information Request/Complaint

1.10 In December 2021, Notarius Solutions Inc. (“Notarius”), contacted the AIBC regarding improper access to Mr. Bussey’s professional digital signature and associated passwords by his office manager. Notarius is a digital signature service provider for professionals and provides certification services to the AIBC for the issuance of digital signatures to Architects AIBC.

1.11 The file was opened as a potential complaint pursuant to AIBC Bylaw 37.2. The AIBC contacted Mr. Bussey and requested his response.

1.12 At its January 2022 meeting, the Committee considered Mr. Bussey's response dated January 10, 2022. The Committee reviewed the materials before it and determined that there was sufficient basis to initiate a complaint against Mr. Bussey in accordance with AIBC Bylaw 37.16(c).

D. The Investigation/Agreed Facts

1.13 The investigation involved a review of the material submitted by Mr. Bussey, including his response to questions asked by the Committee, and a review of material provided by Notarius.

1.14 The facts in paragraphs 1.15 – 1.24 below are agreed to by the AIBC and Mr. Bussey and are based on materials reviewed during the investigation.

1.15 The AIBC allows the electronic signature, seal and delivery for digital production and electronic delivery of architectural instruments of service, if adequate measures are in place to ensure the security and verification of electronic documents and regulation of the seal.

1.16 The AIBC has secured and facilitated digital document certification technology for use by architects through an arrangement between the AIBC and Notarius, a certificate authority provider. Notarius provides the technology and security services through which the professional can sign, seal, and deliver electronic documents in a manner that meets the AIBC's regulatory requirements.

1.17 In June 2016, Mr. Bussey obtained his digital certificate from Notarius. Mr. Bussey personally signed the agreement with Notarius but did not directly apply for the certificate, which was instead done by his office manager at the time, who also installed the software.

1.18 The agreement that Mr. Bussey entered into for the digital certificate with Notarius required him to agree to a set of terms and conditions, including the following language taken directly from the agreement between Mr. Bussey and Notarius:

- i. To securely store all personal identifiers, passwords and other confidential information relating to your Digital Signature or Trusted Electronic Signature, as applicable.
- ii. When the Digital Signature is issued to you as a professional, you acknowledge that your use of your Digital Signature is a personal right and it is strictly prohibited to Entrust or disclose to anyone the information with which your Digital Signature can be used. A violation of this paragraph may result in the revocation of your Digital Signature without further notice or delay.
- iii. Also, according to the terms of our Certification Policy (which is an integral part of the terms of use of our products), each holder must protect the confidentiality [...] of his password. The certificate of a holder who has not complied with these obligations may be revoked.

1.19 During a telephone call between Mr. Bussey's office manager and Notarius' customer support department, the office manager confirmed that she knew the password to Mr. Bussey's digital signature certificate. She also stated that she sealed and signed documents on behalf of Mr. Bussey.

1.20 Mr. Bussey stated that since 2016, he directed and allowed senior RLA and Formwerks employees under his direct supervision and control to apply his digital certificate on his behalf, onto

development permit drawing, building permit drawings, schedules, and design confirmation letters submitted to authorities having jurisdiction and financial institutions that accepted digital seals.

- 1.21 Mr. Bussey admitted that between 2016 to 2019, other RLA employees applied his digital certificate when he was on vacation, and during the period 2020 to 2021, he stated this was carried out approximately two to three times per week.
- 1.22 Mr. Bussey admitted that from November 2020 to January 2022, other Formwerks, employees applied his digital certificate on approximately 15 occasions.
- 1.23 Since January 2022, Mr. Bussey has personally and exclusively used his digital certificate through his personal computer for his electronically transmitted documents in Formwerks.
- 1.24 Mr. Bussey stated that he would implement the same secure process being used at Formwerks at RLA, before using his digital certificate at that office. He has also advised the Committee that since this matter has been brought to his attention he has personally sealed and signed all required drawings.
- 1.25 Following its review of the material gathered during the investigation, the Committee decided to recommend charges for determination at an inquiry by a disciplinary committee.
- 1.26 Upon being notified of the recommended charges, Mr. Bussey chose to pursue consensual resolution with the AIBC. No notice of inquiry has been issued.

E. Relevant Professional Standards

- 1.27 Section 77 (1) of the *Act*, AIBC Bylaws 34.2 and 33.3 with associated council rulings in the Code of Ethics, and the professional standards in AIBC Bulletin 60 are relevant to the complaint about Mr. Bussey.
- 1.28 Section 77 (1) of the *Act* states:

Architect's seal

- 77 (1) An architect must apply a seal, with signature and date, to letters of assurance, certificates, drawings and specifications prepared by or under the architect's supervision, direction or control if the architect practises architecture
 - (a) as a member of the institute holding a current certificate of practice,
 - (b) as a sole proprietor or partner of an architectural firm, or
 - (c) on behalf of an architectural corporation as a continuing employee or shareholder of the corporation.

1.29 The relevant AIBC Bylaws and associated council rulings in the Code of Ethics state:

Bylaw 34.2 An Architect shall seal the architect's work in accordance with the requirements of the Architects Act of British Columbia and the Bylaws and Council rulings.

- (a) An architect's professional seal is to be applied only by that architect and is to be used only on documents prepared by the architect personally or by other persons under the architect's supervision, direction and control.

Bylaw 33.3 An architect shall comply with the *Architects Act* of British Columbia, the Bylaws under the *Architects Act*, and council rulings.

1.30 The relevant professional standards articulated in AIBC Bulletin 60 state:

Verification and Authentication of the Documents Now and in the Future

...

- 3.5 Both the identity and authority of the person sending an electronic document must be verifiable.

This is done through certificates issued by Notarius in two ways:

- Only architects with current access rights to the technology and a secure password can apply their digital certificate to a document; and

...

Requirements for Use of a Digital Certificate

...

- 5.4 Architects must not disclose any personal information enabling any other person to use their digital certificates, including passwords, activation codes or verification codes used for identification purposes. Failure to comply with this obligation may result in the immediate revocation of the certificate.

2.0 ADMISSIONS

- 2.1 Considering the facts agreed to above, Mr. Bussey acknowledges and admits that from 2016 to 2021, he contravened section 77(1) of the *Act*, AIBC Bylaw 34.2 and council ruling (a), AIBC Bylaw 33.3, and the professional standards in AIBC Bulletin 60, when he directed or allowed other people at his Firms to apply his digital seal and signature to drawings, schedules, and other documents submitted to authorities having jurisdiction and financial institutions accepting digital seals.

3.0 PENALTY AGREEMENT

- 3.1 The following penalty and terms have been agreed upon by Mr. Bussey and the AIBC:
- 3.1.1 A reprimand will be recorded against James Bussey Architect AIBC;
 - 3.1.2 Mr. Bussey is required to pay a fine in the amount of \$5,000 to the AIBC, within 30 days after the approval of this Agreement by the Consensual Resolution Review Panel; and
 - 3.1.3 Mr. Bussey is required to attend and complete an education program or programs (agreed to in advance by the AIBC) that cover substantially similar material to the AIBC's course "Ethics, Act and Bylaws", at his expense, no later than March 31, 2024. The Director of Professional Conduct and Illegal Practice is authorized to provide a reasonable extension, upon request by Mr. Bussey, if he is unable to complete such course(s) by the prescribed date due to extenuating circumstances.
- 3.2 Mr. Bussey acknowledges and agrees that failure to complete the requirement in paragraphs 3.1.2 or 3.1.3 above within the time specified will result in his removal from the register of the AIBC.
- 3.3 Mr. Bussey acknowledges and agrees that if he is removed from the register for failure to complete any of the requirements of this Agreement, he must do the following within 10 days of being advised in writing by the AIBC of his removal from the register:
- 3.3.1 Return his professional seal to the AIBC, and if applicable, his digital seal as required by his agreement with Notarius, the Canadian company authorized to issue digital seals to British Columbia architects;
 - 3.3.2 Provide the AIBC with a letter of undertaking confirming that he has:
 - a) Assigned, with client consent, any ongoing projects under his name to another architect at his Firms. In this portion of the undertaking letter, Mr. Bussey is to provide the project owner's name, project name and location and the name of the architect at his Firms assuming responsibility for the project. This list must include all projects undertaken which are not completed;
 - b) Informed the appropriate officials and authorities having jurisdiction, in writing, of his status on any projects submitted for municipal approval as a development permit application, building permit application, subdivision application or any other municipal process. Such notification letters must be copied to the AIBC;
 - c) Amended project signs which identified him, by removing his identity; and
 - d) Confirmed that he will not refer to himself as an architect and that he will not practise architecture or offer to provide architectural services as defined by the *Architects Act*, *Professional Governance Act* and its regulations, until such time as he has been returned to the AIBC register.

3.4 Mr. Bussey acknowledges and agrees that if he is removed from the register for failure to complete the requirements of this Agreement, or if he resigns from the register prior to completing all requirements, he may not apply for reinstatement until he has done so. Upon completion of all outstanding requirements, he may apply for reinstatement and will be subject to all applicable fees and requirements for reinstatement.

4.0 COSTS

4.1 Mr. Bussey agrees to pay costs for this consensual resolution, fixed at an amount of \$1,000, payable to the AIBC within 30 days following approval of this Agreement by the Consensual Resolution Review Panel.

4.2 The parties acknowledge that costs are not intended as a punitive measure reflecting the conduct that is the subject of this Agreement. The assessment of costs payable by Mr. Bussey is an acknowledgement of the AIBC's partial costs resulting from the consensual resolution process, and is separate from the agreed-upon penalty.

4.3 The parties have referred to the AIBC's Consensual Resolution Costs Guidelines in agreeing on the amount of costs.

5.0 PUBLICATION

5.1 This Agreement, including the attached Schedule, must be published by the AIBC including website publication and distribution to all registrants of the AIBC, in a manner that the AIBC deems fit in the public interest.

5.2 In the event Mr. Bussey is removed from the register for non-compliance with this Agreement, the AIBC may notify the public, registrants, and other interested parties where appropriate.

6.0 ACKNOWLEDGEMENT

This Agreement may be executed and delivered in one or more counterparts, whether by facsimile transmission or other electronic means, with the same effect as if all parties had signed and delivered the same document and all counterparts.

Mr. Bussey acknowledges that he has been given adequate opportunity to seek legal or other professional advice with respect to the negotiation, execution and consequences of this Agreement and has taken such advice or freely elected not to do so.

The facts and terms of this Consensual Resolution Agreement are acknowledged and agreed to by James Bussey Architect AIBC and the AIBC, represented by Mark Vernon, CPA, CA, CPA (IL), CEO.

Approved by the Consensual Resolution Review Panel on December 7, 2023.

**SCHEDULE – REASONS FOR PENALTY
TO
CONSENSUAL RESOLUTION AGREEMENT
BETWEEN**

**JAMES BUSSEY ARCHITECT AIBC
AND
THE ARCHITECTURAL INSTITUTE OF BRITISH COLUMBIA**

1.0 REASONS FOR PENALTY

1.1 James Bussey and the AIBC agree that, in light of the agreed facts and admissions, the proposed penalty is proportionate, fair, and consistent with the public interest. A detailed analysis follows.

A. The Public Interest and Principles of Sentencing (Sanctions)

1.2 Consensual resolution of AIBC disciplinary matters operates pursuant to section 51.1 of the *Architects Act* and AIBC Bylaws 36.0 through 36.22. The proposed admissions and disciplinary action do not take effect unless the Agreement is approved by the consensual resolution review panel.

1.3 Under the process established by the *Act*, the consensual resolution review panel has a very important task: to review proposed disciplinary agreements in the public interest.

1.4 The role of a reviewing panel was discussed in *Law Society of BC v. Rai*, 2011 LSBC 2. In that case, a panel was considering an agreement between a lawyer and the regulator on agreed facts and disciplinary action. The panel conducted an analysis of its role in determining whether to accept the agreement as proposed. The discussion in that case is relevant to the AIBC’s process. The panel stated:

[6] This proceeding operates (in part) under Rule 4-22 of the Law Society Rules. That provision allows for the Discipline Committee of the Law Society and the Respondent to agree that professional misconduct took place and agree to a specific disciplinary action, including costs. This provision is to facilitate settlements, by providing a degree of certainty. However, the conditional admission provisions have a safeguard. The proposed admission and disciplinary action do not take effect until they are “accepted” by a hearing panel.

[7] The Panel must be satisfied that the proposed admission on the substantive matter is appropriate. In most cases, this will not be a problem. The Panel must also be satisfied that the proposed disciplinary action is “acceptable”. What does that mean? This Panel believes that a

disciplinary action is acceptable if it is within the range of a fair and reasonable disciplinary action in all the circumstances. The Panel thus has a limited role. The question the Panel has to ask itself is, not whether it would have imposed exactly the same disciplinary action, but rather, “Is the proposed disciplinary action within the range of a fair and reasonable disciplinary action?”

[8] This approach... protects the public by ensuring that the proposed disciplinary action is within the range of fair and reasonable disciplinary actions. In other words, a degree of deference should be given to the parties to craft a disciplinary action. However, if the disciplinary action is outside of the range of what is fair and reasonable in the circumstances, then the Panel should reject the proposed disciplinary action in the public interest.

[Emphasis added]

- 1.5 As stated above in *Rai*, it is important to note that there will be a *range* of fair and reasonable outcomes in any particular file. The complexity of sentencing does not admit to only one appropriate outcome.
- 1.6 This principle was well-articulated in the case of *Peet v. The Law Society of Saskatchewan*, 2014 SKCA 109 where the Chief Justice wrote for a unanimous panel of the Court of Appeal:
- [84] All of this is significant because sentencing of any sort, including sentencing for professional misconduct, is a difficult business. There is no single “right answer”. This is so because the sentencing authority must consider, balance, and reconcile a number of different considerations...
- 1.7 The parties submit that the penalty proposed in this case appropriately balances the mitigating and aggravating factors, and is consistent with previous decisions and the public interest in professional disciplinary matters.

B. Ogilvie Factors

- 1.8 In determining an appropriate penalty, professional regulatory bodies in B.C. have often referred to the factors considered in the case of *Law Society of British Columbia v. Ogilvie* [1999] LSBC 17 (known as the “*Ogilvie* Factors”).
- 1.9 This involves an assessment of whether the *Ogilvie* Factors apply and if so, whether they are aggravating or mitigating. The *Ogilvie* Factors include the following:
- (a) the nature and gravity of the conduct proven;
 - (b) the age and experience of the respondent;
 - (c) the previous character of the respondent, including details of prior discipline;
 - (d) the impact upon the victim;
 - (e) the advantage gained, or to be gained, by the respondent;
 - (f) the number of times the offending conduct occurred;

- (g) whether the respondent has acknowledged the misconduct and taken steps to disclose and redress the wrong and the presence or absence of other mitigating circumstances;
 - (h) the possibility of remediating or rehabilitating the respondent;
 - (i) the impact upon the respondent of criminal or other sanctions or penalties;
 - (j) the impact of the proposed penalty on the respondent;
 - (k) the need for specific and general deterrence;
 - (l) the need to ensure the public’s confidence in the integrity of the profession; and
 - (m) the range of penalties in similar cases.
- 1.10 The *Ogilvie* Factors were subsequently consolidated and streamlined in the case of *Edward Dent (Re)*, 2016 LSBC 5. In that case the hearing panel acknowledged that the *Ogilvie* Factors are not all applicable in every case, and will overlap in many cases.
- 1.11 The panel in *Dent* consolidated the *Ogilvie* Factors into four broad categories:
- (a) Nature, gravity and consequences of conduct;
 - (b) Character and professional conduct record of the respondent;
 - (c) Acknowledgment of the misconduct and remedial action; and
 - (d) Public confidence in the profession, including public confidence in the disciplinary process.
- 1.12 Since the decision was issued in *Dent*, the consolidated framework (informed by the complete list from *Ogilvie*) has become the preferred approach in Law Society disciplinary proceedings. However, the jurisprudence acknowledges that the simplified approach may not be appropriate in every case. For example, the Law Society returned to the full *Ogilvie* analysis in a case that was “very difficult” [and] “unlike any previous discipline hearing”: *Sabota (Re)*, 2017 LSBC 18. The AIBC has also employed it in a recent case that was novel and complex.
- 1.13 The parties agree that the consolidated *Ogilvie* Factors are appropriate in this case. They are reviewed in detail below.
- (a) The nature, gravity and consequences of the conduct**
- 1.14 From 2016 until 2021, Mr. Bussey directed or allowed other people at his Firms to apply his digital seal and signature to drawings, schedules, and other documents submitted to authorities having jurisdiction and financial institutions accepting digital seals.
- 1.15 An architect’s seal, whether in physical or digital form, is a representation to the public that the architect who applies a seal is taking responsibility for the document to which it is applied. The lawful and appropriate use of an architect’s digital certificate is established in the *Act* and the AIBC Bylaws and reinforced in detail in AIBC Bulletin 60.
- 1.16 It is fundamental to the protection of the public that the architectural seal applied by the architect is secure, in that it can be reasonably be relied on as being accurate and not having been tampered with. The digital certificate is a security tag which identifies the sender and secures the document. When

an architect applies a digital certificate to a document, it prevents anyone else from making unauthorized or undetected changes to that document. Because the certificate is unique to the user (architect) who controls its use through a secure password, the certificate verifies that that use, and only that user, is the person who signed and sealed the document.

- 1.17 AIBC Bulletin 60, which provides guidance on and establishes professional standards and rationale for the use of digital certificate technology to sign, seal and deliver documents, states that only architects with current access rights to the technology and a secure password can apply their digital certificate to a document. Architects must not disclose any personal information enabling any other persons to use their digital certificates, including passwords, activation codes, or verification codes for identification purposes.
- 1.18 Mr. Bussey did not adhere to the professional standards or the terms of his agreement with Notarius when he disclosed personal information enabling other persons to use his digital certificate, including passwords, activation codes, or verification codes used for identification purposes. In doing so, the public and the authorities were misled into believing that Mr. Bussey's professional seal was applied only by that architect.
- 1.19 The fact that this misconduct was repeated over the course of six years is an aggravating factor. Overall, the misconduct in this case is reasonably serious.

(b) Character and professional conduct record of the respondent

- 1.20 Mr. Bussey is 71 years old. He has been registered as an architect with the AIBC since July 1984 and is a senior member of the profession.
- 1.21 Mr. Bussey does not have a professional conduct record with the AIBC.
- 1.22 The absence of a discipline record for Mr. Bussey over a period of 40 years is a mitigating factor.

(c) Acknowledgement of the misconduct and remedial action

- 1.23 Mr. Bussey has been cooperative and candid in the course of the investigation. He admitted to having a lax approach to the terms and conditions governing the use of his digital certificate and apologized for his actions.
- 1.24 Once the complaint was brought to Mr. Bussey's attention, he assured the Committee that he has personally signed and sealed every required drawing, acknowledged his error and took prompt steps to review and modify the process by which he applies his AIBC digital certificate. He also advised the AIBC that he took steps to update how he stores his personal information, including passwords, activation codes, or verification codes used for identification purposes.
- 1.25 Mr. Bussey's participation in the consensual resolution process and admission indicate that he has acknowledged his misconduct. This acknowledgment suggests that the concerns arising in this matter have been brought to his attention in a meaningful way.

1.26 Both his acknowledgment and participation in the consensual resolution process are mitigating factors.

(d) Public confidence in the profession, including public confidence in the disciplinary process

1.27 This involves an analysis of whether there is sufficient specific or general deterrence in the proposed disciplinary action, whether the proposed disciplinary action upholds the public's confidence in the AIBC's ability to regulate its members in the public interest, and whether the proposed disciplinary action is appropriate when compared to similar cases.

1.28 'Specific deterrence' means deterring the respondent from repeating the conduct in question. In this case, Mr. Bussey has engaged in a meaningful exchange with the AIBC to gain an understanding of the issues resulting in this consensual resolution agreement so that they do not occur again.

1.29 'General deterrence' is a sentencing objective promoting reduction of improper conduct in the community by the example, message, or influence established by the penalty in the present matter. The proposed penalties in this Agreement will serve to caution and remind architects of the importance of compliance with the *Act*, the AIBC Bylaws, and council rulings.

1.30 The public has the right to expect that architects will know and comply with all applicable professional standards. The public also has the right to expect that the AIBC will address instances of misconduct by its members through a process that is fair, proportionate, and consistent.

1.31 While no two files are identical, the following AIBC precedent demonstrates the penalties and sanctions that have been imposed in a file where similar conduct was at issue. The file which is most similar to the one at hand is summarized below.

1.32 In File 04.17, the architect provided pre-sealed Schedules B-1 and B-2 to a third party that signed and submitted them to the authority having jurisdiction on behalf of the architect. The architect acknowledged that by providing pre-sealed Schedules B-1 and B-2 and authorizing a third party to sign them on his behalf, he failed to properly use his seal "on documents prepared by the architect personally or by other persons under the architect's supervision, direction and control", acting unprofessionally and in breach of AIBC Bylaw 34.2. The complaint was resolved by reprimand, a penalty in the amount of \$2,000, and for the architect to submit to an oral conduct review.

1.33 In AIBC File 18.04, the architect's firm submitted his unsealed drawings to the authority having jurisdiction. When brought to the architect's attention, he acknowledged his error and stated he would ensure future compliance with the requirement to seal development permit drawings. Additional charges included entering a client-architect agreement without the required compliance statement and failing to include a statement of his firm's right to practice architecture on an instrument of service. The architect was professional and forthright in his responses and had no professional conduct record. The complaint was resolved by reprimand, a \$1,500 fine, and completing the Ethics, Act and Bylaws course.

1.34 The facts in the matter at hand are more egregious than those in files 04.17 and 18.04 since Mr. Bussey allowed other people to have access to his passwords and confidential information in order to

apply his seal on his behalf. This occurred on multiple occasions, for multiple projects, over a six-year period, which are aggravating factors that support the higher fine agreed to in this case.

- 1.35 As noted in *Peet* above, there will rarely, if ever, be only one single appropriate outcome in a professional disciplinary file.
- 1.36 Mr. Bussey and the AIBC submit that, based on the case above, and upon a careful review of the consolidated *Ogilvie* Factors, the proposed penalty is fair and consistent with the range of sanctions that have been imposed for similar conduct in the past.

2.0 PUBLICATION

- 2.1 This Agreement will be published as required by AIBC Bylaws, including website publication and distribution to registrants of the AIBC.
- 2.2 Publication helps fulfill the important transparency expectation that the public has of professional regulators and enhances the public's confidence in the integrity of the profession as a self-regulated entity. Publication to members and other registrants acts as a further deterrent and as an educational message with respect to ethical and professional conduct matters.

3.0 ACKNOWLEDGEMENT

This Schedule may be executed and delivered in one or more counterparts, whether by facsimile transmission or other electronic means, with the same effect as if all parties had signed and delivered the same document and all counterparts.

Mr. Bussey acknowledges that he has been given adequate opportunity to seek legal or other professional advice with respect to the negotiation, execution and consequences of this Schedule and has taken such advice or freely elected not to do so.

The facts and terms of this Schedule – Reasons for Penalty to Consensual Resolution Agreement are acknowledged and agreed to by James Bussey Architect AIBC and the AIBC, represented by Mark Vernon, CPA, CA, CPA (IL), CEO.

For further information on the AIBC's discipline process, please contact the Professional Conduct and Illegal Practice department at complaints@aibc.ca.