

## Request for draft agreement to investigate, construct and operate a windfarm

<b>Legislation</b>	Local Government Official Information and Meetings Act 1987, s 7(2)(i)
<b>Agency</b>	Greater Wellington Regional Council
<b>Ombudsman</b>	David McGee
<b>Case number(s)</b>	179213
<b>Date</b>	August 2009

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*Releasing draft agreement would damage the relationship between the Council and the company, and make it more difficult for the Council to conclude the negotiations successfully—s 7(2)(i) applies*

Greater Wellington Regional Council withheld a draft agreement with a company to investigate, construct and operate a windfarm on Council-owned land under section 7(2)(i) of the LGOIMA, and the requester complained to the Ombudsman.

At the time, the agreement had not been finalised or executed. The Council was in negotiations with the company regarding the terms of the replacement agreement, and bringing an end to the existing agreement.

The Ombudsman found there was a clear expectation between the parties that the draft agreement would remain confidential while it was under active negotiation. The company had made its opposition to release while the negotiations were ongoing clear. Release in this context was likely to damage the relationship between the company and the Council, and make it more difficult for the Council to conclude the negotiations successfully.

The Ombudsman therefore concluded the withholding of the draft agreement was necessary to enable the Council to carry on negotiations with the company without prejudice or disadvantage.

The requester submitted that disclosure would serve the public interest in ensuring that the Council was acting within the law and according to its resolutions. However, this could be

assessed once the negotiations had concluded. It did not require disclosure of the draft agreement prior to execution. There was also nothing to suggest the Council had acted inconsistently with the law or its own resolutions.

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