

City of Kingston:

Bound Before Briefed

Britain spent a decade learning what happens when councils sign confidentiality agreements with a high-speed rail promoter. The lessons are on the record, they are unambiguous, and they were on the record before the City signed.

ALTO HSR CITIZEN RESEARCH INITIATIVE · JULY 2026 · TEN-MINUTE READ

THE QUESTION BEFORE COUNCIL

Council is being asked to enter a non-disclosure agreement with ALTO. The rationale offered will be reasonable on its face: the City cannot scrutinise what it cannot see, and the promoter will not share design and alignment material unless the City agrees to hold it in confidence.

That exact bargain was struck by twenty-eight local authorities in England between 2012 and 2019. It did not go well — not for the councils, not for the public, and, in the end, not for the project either. This note sets out what happened, what independent reviewers concluded, and the five questions a councillor should have been able to answer before voting.

Nothing here argues that no confidentiality is ever warranted. The argument is narrower and, we think, harder to dismiss: the *terms* matter enormously, the English terms were bad, and they were bad in ways that are entirely avoidable if they are identified in advance.

PART ONE — THE MECHANISM: ACCESS CONDITIONED ON SILENCE

The central feature of the HS2 arrangements was not that confidential material was shared confidentially. It was that **information was withheld until silence was promised**

Councils were not handed material and then asked to protect the commercially sensitive parts of it. They were told they could see nothing at all unless they signed first. Many were required to sign before they could engage with HS2 Ltd on the questions that mattered most locally — where stations might go, how they would be designed, and which route the promoter preferred **New Civil Engineer**. Warwickshire County Council could not receive early design updates until it had signed **Warwickshire World**.

This is the structural trap, and it deserves to be stated plainly:

A council's capacity to scrutinise the promoter is made conditional on a promise not to tell the people it represents what that scrutiny has revealed.

The council does not become better informed in any way it can act upon. It becomes better informed *and simultaneously disabled from using the information* in the one forum where a council is supposed to act: in public, on the record, in front of the residents whose homes and farms lie in the corridor.

PART TWO — THE SCALE, AND THE CREEP

Freedom of Information disclosures eventually forced HS2 Ltd to reveal how far the practice had spread.

4	112	339
Confidentiality agreements signed in 2012–13, at the outset	Signed in 2018 alone, as the practice took hold	Bodies bound, by the figure cited in the House of Lords

The progression was four agreements in 2012–13, ten in 2014, twenty-seven in 2015, thirty-four in 2016, seventy-one in 2017, and one hundred and twelve in 2018 **New Civil Engineer**. HS2 Ltd then resisted disclosing *who* had signed for eighteen months, releasing the list of 253 organisations only after the Information Commissioner intervened. A further thirty-eight agreements with individuals were never named **New Civil Engineer**.

By the end, the signatories included dozens of councils, the Health and Safety Executive, the National Trust, Historic England, and five universities. The circle of people who could speak freely about a public project, funded by the public, running through the public's communities, had been drawn so tightly that a supporter of the scheme in the House of Lords was moved to ask what, exactly, all these organisations had to hide.

THE LESSON FOR KINGSTON

The first agreement is never the last. It establishes the template, the precedent, and the expectation — for this municipality, for the next one down the corridor, and for every subsequent phase of the project. Whatever Kingston signs is the document ALTO will place in front of Belleville, Napanee, Smiths Falls and Peterborough, with the observation that Kingston found it acceptable.

PART THREE — THE TERMS WERE WORSE THAN THE PRACTICE

Of the twenty-eight English local authorities identified, the Town and Country Planning Association found that **twenty-six had agreements with no end date** **New Civil Engineer**.

No sunset clause. No automatic release on publication of the environmental assessment. No expiry when the route was confirmed and the commercial sensitivity had evaporated. Silence in perpetuity, over material that in most cases became public anyway — simply later, and on the promoter's timetable rather than the community's.

This is the single most consequential drafting failure in the entire record, and it is also the easiest to prevent. An officer negotiating in good faith, focused on getting the data flowing, will not necessarily notice that the agreement never expires. A council reading the agreement with the English experience in front of it will notice immediately.

PART FOUR — BOTH SIDES OF THE ARGUMENT, FAIRLY STATED

What the promoter said

HS2 Ltd's justification is worth setting out, because ALTO's will almost certainly resemble it. Confidentiality at the planning stage, the company said, avoids placing homes and businesses under unnecessary blight, protects commercially sensitive information, and protects the personal information of people who might be affected by design changes. The agreements, it added, were mutual and entered into by consent [New Civil Engineer](#).

Note the shape of that argument. The secrecy is offered as a *protection for the affected*. Councillors should be alert to how difficult that framing makes it to object — and should ask whether residents in the corridor, given the choice, would in fact prefer to be protected from knowing.

What the councils said

The most honest defence in the record came from Doncaster. The Mayor explained that the council signed because it relied on HS2's data to scrutinise and challenge the design; that without signing, exposing the route's damaging effects would have been harder still and might have produced more blight rather than less; and that the agreement kept open a channel through which officers could feed planning concerns back into the process. She also accepted, candidly, the local anger at how HS2 had engaged communities [Doncaster Free Press](#).

This is, in substance, the argument City staff have made, and it should not be caricatured. It is not a foolish argument. It is the argument of a body that has accepted the promoter's framing of the available choices — sign and be informed, or refuse and be ignorant — without first testing whether that framing is true.

PART FIVE — THE INDEPENDENT VERDICTS

The practice did not go unexamined. Three sets of findings bear directly on the decision before Council.

The Raynsford Review (Town and Country Planning Association, 2018)

Led by a former construction minister, this review of the English planning system found that the agreements **undermine public trust** in major infrastructure. It criticised the widespread use of confidentiality agreements by the HS2 company, and identified a corrosive public sense that planning no longer protects people's interests. It found that the agreements had created real anger among local politicians and deeper resentment in affected communities once their existence came to light [Raynsford Review](#).

Crucially, Raynsford did not oppose confidentiality as such. He drew a line, and it is the most useful distinction in the entire literature: he accepted the case for confidentiality where competing route options are under assessment and public knowledge could inflate land prices — and opposed it where it undermines public trust in the project or may shield inappropriate relationships between developers and those making decisions [Private Eye, via Wolmar](#).

The TCPA's policy director put the same point less diplomatically: gagging local authorities, he said, breaks every rule of basic public participation, and tells the public they should be excluded from what happens in their own communities.

The House of Lords

The most striking criticism came from supporters of the scheme. Baroness Kramer, a consistent advocate of HS2, argued that the presumption must always be transparency, with confidentiality as the exception, and that the slow release of information on cost, land and compensation had harmed the project and generated suspicion. Lord Berkeley proposed an independent assessor to review every HS2 confidentiality agreement against a presumption of public accountability [Hansard](#).

The people who most wanted HS2 built were among the loudest voices warning that the secrecy was destroying the project's public licence.

The wider culture of confidentiality

Confidentiality practice did not stay in its lane. HS2 Ltd paid roughly £1.67 million in settlement agreements to forty-eight former employees from April 2016, with confidentiality clauses written in; a number of whistleblowers were among them [New Civil Engineer](#). The company also redacted the names of attendees from its board minutes, against the Information Commissioner's stated presumption in favour of naming those acting in a professional capacity [Wolmar](#).

An institution that begins by protecting route data does not reliably stop there.

PART SIX — THE ONTARIO OVERLAY

Three features of the Canadian setting cut in Kingston's favour. Council should insist that the agreement reflect them.

First, a municipality cannot contract out of its statutory access obligations. The *Municipal Freedom of Information and Protection of Privacy Act* governs records in the City's custody or control, and a private agreement with a third party does not displace it. What a poorly drafted agreement *can* do is create a chilling effect that operates as though it had — officers declining to create records, or treating everything received as categorically exempt rather than assessing it record by record.

Second, the *Municipal Act* permits closed sessions only in defined circumstances. An agreement that has the practical effect of pushing an entire subject matter permanently in camera sits uneasily with a statute built on a presumption of open meetings.

Third, and most simply: ALTO is a federal entity subject to the *Access to Information Act*. Much of the material behind the agreement will be disclosable in due course regardless. If so, the agreement is not buying confidentiality. It is buying *delay* — and buying it with the City's independence.

A NECESSARY CAVEAT

This note is research, not legal advice. The statutory points above are offered as questions for the City Solicitor, not as conclusions. That is precisely how we suggest they be used.

PART SEVEN — FIVE QUESTIONS THAT WENT UNANSWERED

None of these is hostile. Each is answerable by staff in a sentence, and each maps directly onto a documented English failure.

1

Does it expire?

Is there a sunset — on route confirmation, on publication of the impact assessment, or on a fixed date? Or is Kingston signing the perpetual version that twenty-six of twenty-eight English councils signed?

2

What, exactly, is covered?

Genuinely commercial and personal information, or does the agreement reach route alignment, station siting, cost, and community impact — the very matters on which the public has the strongest claim to be heard?

3

Are the statutory carve-outs express?

Is there written protection for MFIPPA responses, for open-meeting obligations, and for Council's duty to deliberate in public? Silence on this point is not neutrality; it is risk.

4

Who is bound — officers, or members?

An agreement that binds elected members converts representatives into insiders. A councillor who cannot speak to a constituent about the corridor crossing that constituent's land is not representing them.

5

What is actually being withheld without it?

Name the documents. If the answer is material that would be released under the Access to Information Act in any event, the City is trading its independent voice for a few months' head start.

And one further request

Council should ask ALTO, in writing, **how many confidentiality agreements it has already executed** — with municipalities, agencies, consultants, landowners and others — and on what terms. In Britain, that number was the story. It went from four to more than three hundred while nobody was counting.

What a defensible agreement would look like

Refusal is not the only alternative to signature, and this note does not urge it. An agreement that would survive scrutiny is **time-limited** — expiring on a defined public milestone; **scope-limited** — confined to genuinely commercial and personal information, with alignment, cost and impact data expressly excluded; **statute-preserving** — with explicit carve-outs for MFIPPA and open-meeting duties; **officer-bound, not member-bound**; and **publicly disclosed** — the agreement itself, if not its contents, placed on the public record.

Every one of those five terms exists because HS2 lacked it. None of them costs the promoter anything to which it is entitled. If ALTO will not accept them, Council will have learned something considerably more valuable than whatever lies behind the agreement.

The English record offers one final observation, and it is not a partisan one. The confidentiality did not protect HS2. It corroded the project's public licence, hardened the opposition, and left even the scheme's allies defending a company that looked as though it had something to conceal. **That outcome is not yet beyond recall — the terms of the agreement can still be amended, and the agreement itself can still be published.**

ALTO HSR CITIZEN RESEARCH INITIATIVE

An independent, non-partisan citizen research project examining the proposed Toronto–Québec City high-speed rail corridor. Sources are linked throughout. Further research at citizenresearch.ca.