

A meeting of the **CABINET** will be held in **CIVIC SUITE 0.1A, PATHFINDER HOUSE, ST MARY'S STREET, HUNTINGDON, PE29 3TN** on **THURSDAY, 18 APRIL 2019** at **7:00 PM** and you are requested to attend for the transaction of the following business:-

**Contact  
(01480)**

## **APOLOGIES**

**1. MINUTES** (Pages 5 - 8)

To approve as a correct record the Minutes of the meeting held on 21st March 2019.

**H Peacey  
388007**

**2. MEMBERS' INTERESTS**

To receive from Members declarations as to disclosable pecuniary and other interests in relation to any Agenda item.

**3. MEMORANDUM OF UNDERSTANDING - ALCONBURY ENTERPRISE ZONE NATIONAL NON-DOMESTIC RATE RECEIPTS** (Pages 9 - 34)

To receive a report from the Head of Development on the Alconbury Enterprise Zone National Non-Domestic Rate Receipts.

**A Moffat  
388400**

**Executive Councillor: R Fuller.**

**4. HINCHINGBROOKE COUNTRY PARK JOINT GROUP MINUTES** (Pages 35 - 38)

To receive the Minutes of the meeting of the Hinchingsbrooke Country Park Joint Group held on 4th April 2019.

**H Peacey  
388007**

**Executive Councillor: J M Palmer.**

**5. EXCLUSION OF PRESS AND PUBLIC**

To resolve:

that the press and public be excluded from the meeting because the business to be transacted contains information relating to the financial or business affairs of any particular person (including the authority holding that information).

**6. ONE LEISURE SAWTRY - OPERATIONAL MANAGEMENT** (Pages 39 - 50)

To receive a report from the Head of Leisure and Health.

**J Wisely  
388049**

**Executive Councillor: J M Palmer.**

Dated this 10 day of April 2019



Head of Paid Service

## **Notes**

### **1. Disclosable Pecuniary Interests**

- (1) *Members are required to declare any disclosable pecuniary interests and unless you have obtained dispensation, cannot discuss or vote on the matter at the meeting and must also leave the room whilst the matter is being debated or voted on.*
- (2) *A Member has a disclosable pecuniary interest if it -*
  - (a) *relates to you, or*
  - (b) *is an interest of -*
    - (i) *your spouse or civil partner; or*
    - (ii) *a person with whom you are living as husband and wife; or*
    - (iii) *a person with whom you are living as if you were civil partners*

*and you are aware that the other person has the interest.*
- (3) *Disclosable pecuniary interests includes -*
  - (a) *any employment or profession carried out for profit or gain;*
  - (b) *any financial benefit received by the Member in respect of expenses incurred carrying out his or her duties as a Member (except from the Council);*
  - (c) *any current contracts with the Council;*
  - (d) *any beneficial interest in land/property within the Council's area;*
  - (e) *any licence for a month or longer to occupy land in the Council's area;*
  - (f) *any tenancy where the Council is landlord and the Member (or person in (2)(b) above) has a beneficial interest; or*
  - (g) *a beneficial interest (above the specified level) in the shares of any body which has a place of business or land in the Council's area.*

### **Non-Statutory Disclosable Interests**

- (4) *If a Member has a non-statutory disclosable interest then you are required to declare that interest, but may remain to discuss and vote providing you do not breach the overall Nolan principles.*
- (5) *A Member has a non-statutory disclosable interest where -*
  - (a) *a decision in relation to the business being considered might reasonably be regarded as affecting the well-being or financial standing of you or a member of your family or a person with whom you have a close association to a greater extent than it would affect the majority of the council tax payers, rate payers or inhabitants of the ward or electoral area for which you have been elected or otherwise of the authority's administrative area, or*
  - (b) *it relates to or is likely to affect a disclosable pecuniary interest, but in respect of a member of your family (other than specified in (2)(b) above) or a person with whom you have a close association, or*
  - (c) *it relates to or is likely to affect any body –*
    - (i) *exercising functions of a public nature; or*
    - (ii) *directed to charitable purposes; or*
    - (iii) *one of whose principal purposes includes the influence of public opinion or policy (including any political party or trade union) of which you are a Member or in a position of control or management.*

*and that interest is not a disclosable pecuniary interest.*

## **2. Filming, Photography and Recording at Council Meetings**

*The District Council supports the principles of openness and transparency in its decision making and permits filming, recording and the taking of photographs at its meetings that are open to the public. It also welcomes the use of social networking and micro-blogging websites (such as Twitter and Facebook) to communicate with people about what is happening at meetings. Arrangements for these activities should operate in accordance with guidelines agreed by the Council and available via the following link [filming, photography and recording at council meetings.pdf](#) or on request from the Democratic Services Team. The Council understands that some members of the public attending its meetings may not wish to be filmed. The Chairman of the meeting will facilitate this preference by ensuring that any such request not to be recorded is respected.*

**Please contact Mrs Habbiba Peacey, Democratic Services Officer, Tel No: 01480 388169 / e-mail: [Habbiba.Peacey@huntingdonshire.gov.uk](mailto:Habbiba.Peacey@huntingdonshire.gov.uk) if you have a general query on any Agenda Item, wish to tender your apologies for absence from the meeting, or would like information on any decision taken by the Cabinet.**

**Specific enquiries with regard to items on the Agenda should be directed towards the Contact Officer.**

**Members of the public are welcome to attend this meeting as observers except during consideration of confidential or exempt items of business.**

Agenda and enclosures can be viewed on the District Council's website – [www.huntingdonshire.gov.uk](http://www.huntingdonshire.gov.uk) (*under Councils and Democracy*).

If you would like a translation of Agenda/Minutes/Reports or would like a large text version or an audio version please contact the Elections & Democratic Services Manager and we will try to accommodate your needs.

### ***Emergency Procedure***

*In the event of the fire alarm being sounded and on the instruction of the Meeting Administrator, all attendees are requested to vacate the building via the closest emergency exit.*

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## HUNTINGDONSHIRE DISTRICT COUNCIL

MINUTES of the meeting of the CABINET held in Civic Suite 0.1A, Pathfinder House, St Mary's Street, Huntingdon, PE29 3TN on Thursday, 21 March 2019.

PRESENT: Councillor G J Bull – Chairman.  
Councillors J M Palmer, R Fuller, D M Tysoe and Mrs M L Beuttell.

APOLOGIES: Apologies for absence from the meeting were submitted on behalf of Councillors J A Gray.

IN ATTENDANCE: Councillors D Mead and J Neish.

### 65. MINUTES

The Minutes of the meeting held on 14th February 2019 were approved as a correct record and signed by the Chairman.

### 66. MEMBERS' INTERESTS

No declarations were received.

### 67. CAMBRIDGESHIRE HOUSING ADAPTATIONS & REPAIRS POLICY

*(At 7:02pm, Councillor D M Tysoe took his seat at the meeting).*

The Cabinet gave consideration to a report by the Head of Development (a copy of which is appended in the Minute Book) seeking the adoption of the Cambridgeshire Housing Adaptations and Repairs Policy.

By way of introduction, the Executive Councillor for Housing, Planning and Economic Development reminded Members of the statutory requirement placed upon the Council to provide Disabled Facilities Grants (DFGs). Having expressed their support for the adoption of the Policy and in noting the comments of the Overview and Scrutiny Panel (Customer and Partnerships), it was

RESOLVED

that the Cambridgeshire Housing Adaptations & Repairs Policy be adopted.

### 68. CAMBRIDGESHIRE HOME IMPROVEMENT AGENCY - PERFORMANCE REPORT 2017/18 AND EXTENSION OF SHARED SERVICE AGREEMENT

A report by the Head of Development was submitted (a copy of which is appended in the Minute Book) updating the Cabinet on the performance of the Cambridgeshire Home Improvement Agency (CHIA) and seeking the extension of the shared service agreement

for a further three years.

The Executive Councillor for Housing, Planning and Economic Development reported upon the successes achieved by the new CHIA Manager in reducing the time taken to complete a Disabled Facilities Grant (DFG) resulting in significant improvements to the service levels achieved. Having expressed their support to extend the service agreement for a further three years and in concurring with the comments made by the Overview and Scrutiny Panel (Customer and Partnerships), the Cabinet

RESOLVED

that the shared service agreement be extended for a further three years with authority delegated to the Head of Development, in consultation with the portfolio holder for Housing, Planning and Economic Development, to finalise the agreement.

**69. PROPOSAL FOR CLINICAL WASTE COLLECTIONS**

By means of a report by the Recycling and Waste Operations Manager (a copy of which is appended in the Minute Book) the Cabinet gave consideration to proposals for the collection and disposal of clinical waste in the District.

In introducing the report, the Executive Councillor for Operations and Regulation reported upon the duty placed upon the Council to arrange collection of clinical waste from households of self-treating patients and proposed the adoption of the Pharmacy Model (free to patients) with Charged Household Collections. In doing so, Executive Members were mindful of the impact this may have upon vulnerable patients. The Corporate Director (Services) drew the Cabinet's attention to the linked risks identified within the Annual Governance Statement and informed the Cabinet that discussions had already been held with the Chair of the local pharmacy network. In noting the comments of the Overview and Scrutiny Panel (Customer and Partnerships), the Cabinet

RESOLVED

that the Pharmacy Model (free to patients) with Charged Household Collections, as set out in paragraph 5.4 of the report now submitted, be approved to provide a sharps clinical waste and disposal service in the District.

**70. UNSECURED LOAN TO SOMERSHAM PARISH COUNCIL**

With the aid of a report by the Head of Resources (a copy of which is appended in the Minute Book) the Cabinet considered a request for an unsecured loan of up to £10,000 to Somersham Parish Council to enable improvement of the skate ramp located at the Playing Fields, Parkhill Road. In noting the background, it was reported that this would be a one-off exceptional request. Having sought assurances that the loan would result in no cost to the District Council, an amendment was proposed to the recommendation contained within the report. Whereupon, it was

RESOLVED

- (a) that a loan to Somersham Parish Council of up to £10,000, up to 6 years in duration, and at a rate of interest to be determined by the Head of Resources in consultation with the Executive Councillor for Resources resulting in no cost to the District Council as a minimum be agreed; and
- (b) that the Head of Resources be authorised to complete the necessary loan agreement and other legal documentation as required.

**71. EXCLUSION OF PRESS AND PUBLIC**

RESOLVED

that the press and public be excluded from the meeting because the business to be transacted contains information relating to the financial or business affairs of a particular person (including the authority holding that information).

**72. SHARED SERVICES BUSINESS PLANS 2019/20**

The Cabinet received and noted a report by the Corporate Director (Services) (a copy of which is appended in the Annex to the Minute Book) seeking endorsement of the Shared Services Business Plans 2019/20. The Cabinet noted the comments of the Overview and Scrutiny Panel (Performance and Growth) and received a brief update on the current challenges faced by 3C ICT.

RESOLVED

- (a) that the Business Plans for each of the Shared Services attached as an Appendix to the report now submitted be approved; and
- (b) that the Shared Services Management Board be authorised to approve final amendments to the Business Plan in line with comments received from all three partner Councils.

Chairman

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**Public**  
**Key Decision - Yes**

## HUNTINGDONSHIRE DISTRICT COUNCIL

**Title/Subject Matter:** Memorandum of Understanding – Alconbury Enterprise Zone National Non-Domestic Rate Receipts

**Meeting/Date:** Cabinet – 18<sup>th</sup> April 2019

**Executive Portfolio:** Councillor Ryan Fuller, Executive Councillor for Housing, Planning and Economic Development

**Report by:** Andy Moffat, Head of Development

**Ward(s) affected:** All

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### **Executive Summary:**

When the Alconbury Enterprise Zone (EZ) was agreed by the Department of Communities and Local Government (DCLG), a business rates baseline figure was set, which is then inflated each year in line with any inflationary increases to the business rates multiplier. This represents the baseline value that HDC is guaranteed for business rate income. When the total business rates for HDC plus the reimbursement from DCLG of the EZ reliefs awarded comes to more than the baseline, there is a balance that is then split. There is no stipulation on how this should then be split. The Department for Business, Energy and Industrial Strategy and the Ministry of Housing, Communities and Local Government have confirmed that it is solely for local partners to agree how funds will be shared/distributed.

The Prospectus for the first wave of EZs, which included Alconbury, stated that “*All business rate growth within the zone for a period of at least 25 years will be retained and reinvested in the local area, to support the local enterprise partnership’s (LEP’s) priorities*”. The new LEP for the area is the Cambridgeshire and Peterborough Combined Authority (CPCA) Business Board. Discussions have been held with CPCA and agreement of the principles of how the receipts will be shared between HDC and the CPCA has now been reached, and are set out in the report.

### **Recommendation:**

The Cabinet:

1. Agrees the principles of the share of the National Non-Domestic Rates above the set baseline value from the Alconbury Weald Enterprise Zone (EZ) between HDC and the CPCA (Business Board) as set out in paragraph 3.2; and
2. Agrees that delegation to finalise the Memorandum of Understanding on this basis by given to the Head of Development in consultation with the Executive Councillor for Housing, Planning and Economic Development Portfolio holder.

## **1. PURPOSE OF THE REPORT**

- 1.1 To seek Cabinet's agreement to the proposed split of National Non-Domestic Rates receipts above the set baseline value (hereafter referred to as Business rate growth) from the Alconbury Weald Enterprise Zone (EZ).

## **2. WHY IS THIS REPORT NECESSARY/BACKGROUND**

- 2.1 On sites in the District off the Enterprise Zone, National Non-Domestic (Business) Rates are split 50% to Government, 40% to the District Council, 9% to the County Council and 1% to the Fire Service.
- 2.2 When the EZ was agreed by the Department of Communities and Local Government (DCLG), a business rates baseline figure was set, which is then inflated each year in line with any inflationary increases to the business rates multiplier. This represents the baseline value that HDC is guaranteed for business rate income. When the total business rates for HDC plus the reimbursement from DCLG of the EZ reliefs awarded comes to more than the baseline, there a balance that is then split. There is no stipulation on how this should then be split. The Department for Business, Energy and Industrial Strategy and the Ministry of Housing, Communities and Local Government have confirmed that it is solely for local partners to agree how funds will be shared/distributed.
- 2.3 The Prospectus for the first wave of EZs, which included Alconbury, stated that "*All business rate growth within the zone for a period of at least 25 years will be retained and reinvested in the local area, to support the local enterprise partnership's (LEP's) priorities*". The LEP envisaged that all business rate growth would be received and allocated by the LEP. The District Council receives all the business rate growth in the first instance and would retain it in the absence of an agreement to split. Discussions have been taking place with the Cambridgeshire & Peterborough Combined Authority (CPCA) because the new LEP for the area is the CPCA Business Board.
- 2.4 The financial modelling initially suggested that if the EZ is developed to its fullest potential it could raise some £150m over the 25-year period. However, the development of the EZ has been slower than anticipated and those premises that have been constructed to date have not brought the projected Business Rates. At the moment Business Rates are running at c.£1m per annum and current projections, which are still dependent on the actual future take up of land, indicate that some £80m might be forthcoming. The EZ status expires on 31<sup>st</sup> March 2037.

## **3. OPTIONS CONSIDERED/ANALYSIS**

- 3.1 As part of the discussions with the CPCA various splits have been explored including the splits on other EZs. These discussions have also had regard to, amongst other matters, the original prospectus, changes since that time, the respective organisations' objectives and current financial obligations, the desire to accelerate delivery on the EZ, and the importance of ensuring that there is no financial incentive for the District Council to seek to direct growth outside the EZ.
- 3.2 Taking all matters into account, agreement has been reached in broad principle, and has been captured initially by the CPCA as a draft Memorandum of Understanding (MoU) at Appendix 2. This will require further refinement and a more nuanced approach to ensure both the CPCA and the Council are able to

devote monies to their respective necessary priorities. The only element that appears to need joint governance is the 20% element to accelerate growth on the EZ. Some more appropriate wording is set out below against the agreed percentage splits, in particular the final bullet relating to the 40% split for HDC. The broad agreement is to split the Business rate growth on the following basis:

- **20% to fund the A14** – both parties agree to commit a contribution to the Cambridge to Huntingdon A14 Improvement Scheme.
- **20% to fund the EZ** – both parties agree to establish an investment fund to accelerate growth of the Enterprise Zone, to include support for the delivery of an agreed list of investment priorities and projects (linked to the Investment & Delivery Plan) for enhance and expedite delivery of the Enterprise Zone; match contribution to support Inward Investment activity and provide FDI resource; and place-based investment priorities within Huntingdonshire.
- **20% to fund the delivery of the CPCA's** economic priorities across Cambridgeshire & Peterborough.
- **40% to HDC** – for the Council to discharge its functions to best ensure economic success and overall wellbeing of the District.

#### **4. COMMENTS OF OVERVIEW & SCRUTINY**

- 4.1 The Overview and Scrutiny Panel (Performance and Growth) at its meeting held on 2nd April 2019 received the report on the Memorandum of Understanding (MOU) for splitting the Alconbury Enterprise Zone National Non-Domestic Rate Receipts.
- 4.2 A concern was raised that as it is not a legally binding contract renegotiation of the MOU could occur at any time. Officers explained that a benefit of an MOU is that it would enable the position to be reviewed as circumstances change.
- 4.3 A Member expressed concern that there is a potential that the Council could contribute to the Cambridgeshire and Peterborough Combined Authority Business Board's A14 contribution once £50m has been reached. However Members were assured that the £50m commitment would not be met through 20% of the receipts.
- 4.4 The Panel agreed with the principles of the share of National Non-Domestic Rates for the Alconbury Enterprise Zone and suggests to Cabinet that they endorse the recommendations in the report.

#### **5. KEY IMPACTS / RISKS**

- 5.1 The absence of the clarity an agreement will bring would not enable either organisation to properly plan for the future.

#### **6. WHAT ACTIONS WILL BE TAKEN/TIMETABLE FOR IMPLEMENTATION**

- 6.1 The MoU will be considered by the CPCA in May and, once agreed by HDC and the LEP/CPCA, it would be finalised over the subsequent weeks.

## **7. LINK TO THE CORPORATE PLAN, STRATEGIC PRIORITIES AND / OR CORPORATE OBJECTIVES**

- 7.1 The Corporate Plan includes as priorities to:
- Develop a flexible and skilled local workforce;
  - Accelerate business growth and investment, including supporting the delivery of the Alconbury Enterprise Zone;
  - Supporting development of infrastructure to enable growth.

## **8. CONSULTATION**

- 8.1 The Government's Local Growth Team and the Ministry of Housing, Communities and Local Government's Enterprise Zones team have been consulted on the proposed sharing arrangement and are happy with what is being proposed subject to some detailed comments that can be incorporated into the final document.

## **9. LEGAL IMPLICATIONS**

- 9.1 The Memorandum of Understanding is not a legal contract but would be the agreed basis on which Business rates growth would be shared.

## **10. RESOURCE IMPLICATIONS**

- 10.1 The MoU includes the provision that "All legitimate and agreed costs incurred in managing, operating and promoting the Enterprise Zones can be covered from each parties' respective pot of EZ Fund. This includes all project management, additional marketing or inward investment requirements, consultancy advice and operational support to ensure smooth implementation of the Enterprise Zones."

## **11. HEALTH IMPLICATIONS**

- 11.1 Effective use of the Business rates growth will provide additional employment opportunities and access to a decent job contributes to good health.

## **12. REASONS FOR THE RECOMMENDED DECISIONS**

- 12.1 Agreement of the share of the Business rate growth is required to enable receipts to be shared accordingly and enable the respective authorities to plan budgets and actions accordingly.

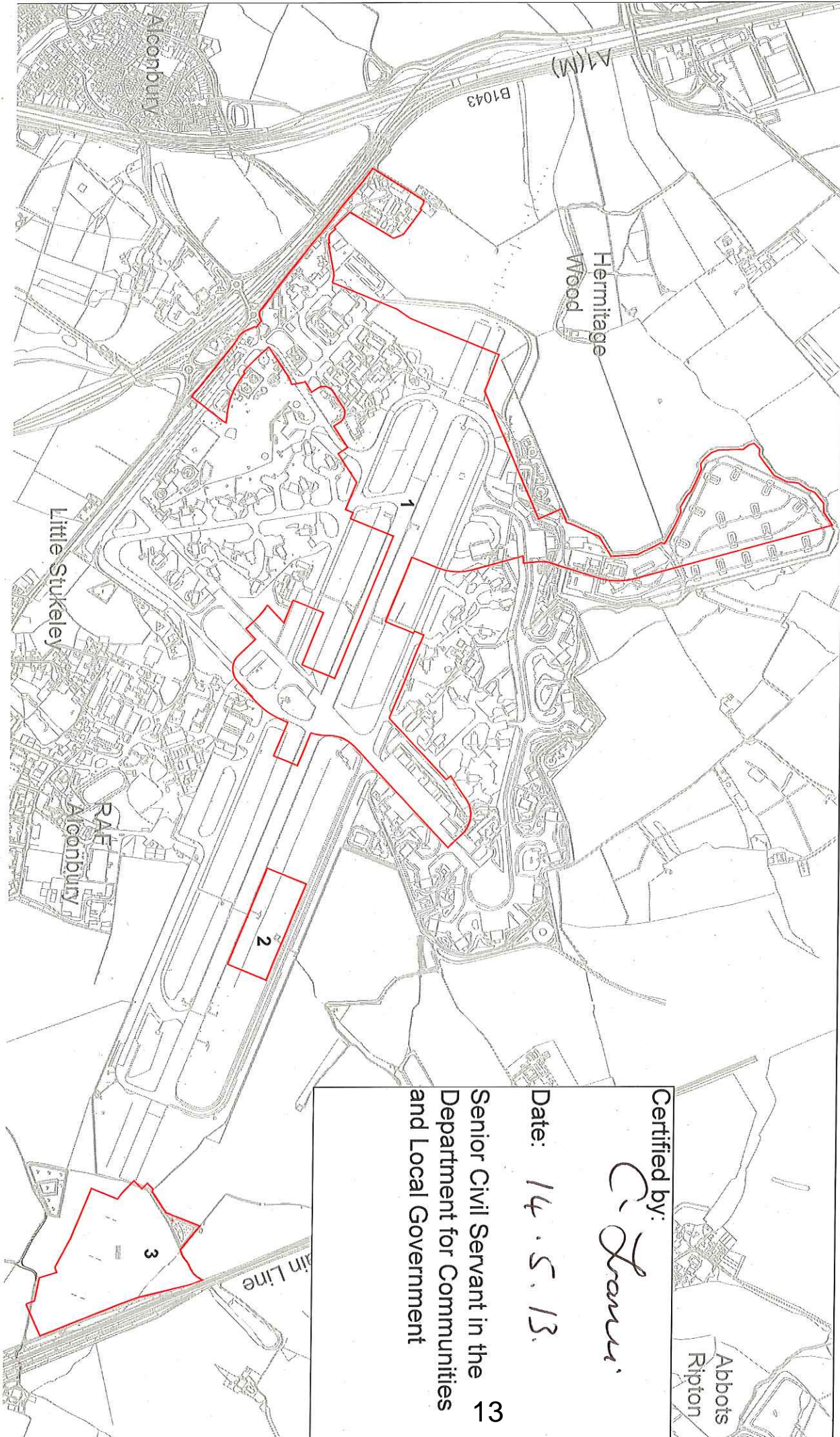
## **13. LIST OF APPENDICES INCLUDED**

- Appendix 1 – A plan showing the extent of the designated EZ.  
Appendix 2 – A draft Memorandum of Understanding.

## **CONTACT OFFICER**

Name/Job Title: Andy Moffat, Head of Development  
Tel No: 01480 388400  
Email: [andy.moffat@huntingdonshire.gov.uk](mailto:andy.moffat@huntingdonshire.gov.uk)

Maps referred to in the Non-Domestic Rating (Rates Retention) Regulations 2013



Certified by: *C. Stanni*  
Date: 14.5.13.  
Senior Civil Servant in the  
Department for Communities  
and Local Government

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## ALCONBURY WEALD ENTERPRISE ZONE

### MEMORANDUM OF UNDERSTANDING BETWEEN THE GREATER CAMBRIDGESHIRE & PETERBOROUGH COMBINED AUTHORITY AND HUNTINGDONSHIRE DISTRICT COUNCIL

#### 1. Background

- 1.1. This Memorandum of Understanding sets out the principles, objectives and priorities that should underpin the development and delivery of the Alconbury Weald Enterprise Zone, as agreed with the Cambridgeshire & Peterborough Combined Authority (CPCA) and Huntingdonshire District Council (HDC).
- 1.2. On 17 August 2011, the Government awarded the Local Enterprise Partnership (GCGP LEP) an Enterprise Zone, covering 150 hectares of land within Alconbury Weald.
- 1.3. The Enterprise Zone designation is for 25 years from the commencement date of 1<sup>st</sup> April 2012. **Appendix 1** details the Enterprise Zone boundary map as agreed with Government.
- 1.4. The Cambridgeshire & Peterborough Combined Authority (CPCA) are Accountable Body for the Enterprise Zone, and therefore has a responsibility for its long-term success. The Business Board are responsible for overall delivery of the Enterprise Zone.
- 1.5. Huntingdonshire District Council (HDC) are the Collecting Authority and responsible for the collection of business rates on the Enterprise Zone.
- 1.6. Urban & Civic Limited (U&C) are landowners of Alconbury Weald and will lead the development and marketing of the site. U&C will bring forward development across the Alconbury Weald site which compliments and enhances the viability of the Enterprise Zone.
- 1.7. A signed MOU exists between GCGP LEP and U&C, dated 4<sup>th</sup> April 2012, and is included under **Appendix 2**.
- 1.8. CPCA, HDC and U&C will work together on communications, marketing and delivery of the Alconbury Enterprise Zone as well as reviewing and handling expressions of interest in accordance with key principles.

## 2. Alconbury Weald Enterprise Zone

2.1. Under this Memorandum of Understanding, both CPCA and HDC jointly commit to the following key principles in development and delivery of the Enterprise Zone on Alconbury Weald:

- 2.1.1. In developing the Enterprise Zone all effort should be made to ensure that it avoids local displacement whilst recognising the current constraints facing businesses within the area.
- 2.1.2. Companies locating within the Enterprise Zone should bring genuinely additional business growth and the marketing of the enterprise zone should be targeted in that way.
- 2.1.3. The Enterprise Zone should support CPCA and HDC wider economic priorities and relevant target sectors for the site, as identified and set out in the **Investment and Delivery Plan**.
- 2.1.4. The Enterprise Zone should contain no significant retail, nor “non B Class” uses, unless a business case is made through and agreed by all partners at the **Programme Board**.

### ***In this context:***

- 2.1.5. Local displacement is defined as a scenario whereby a business that is currently located within the local authority district or local area relocates to premises within the Enterprise Zone with no significant added value measured by increase in jobs and annual turnover (i.e. solely to benefit from the business rate discounts).
  - 2.1.6. If a local business intends to expand its operations measured by jobs and annual turnover by taking up premises within the Enterprise Zone, this is not defined as local displacement.
  - 2.1.7. Where a business already located within the local authority area or the local area that expresses a wish to relocate to the Enterprise Zone, the constraints on the effective business operation at the existing site will be a material factor for all parties to consider in the context of displacement.
  - 2.1.8. Where a business already located within the local authority area or the local area that expresses a wish to relocate to the Enterprise Zone is actively looking at relocating outside of the CPCA area the potential job losses resulting from such a move will be a material factor for all parties to consider in the context of displacement.
- 2.2. These principles are consistent with the Government's approach to Enterprise Zones, as set out its Enterprise Zone Prospectus (DCLG March 2011), with the LEP's bid to Government for Alconbury to be an Enterprise Zone and with the Alconbury enterprise zone Implementation Plan (November 2011).



### **3. Terms & Conditions**

- 3.1. The Secretary of State offered the LEP and HDC the right to set up and operate the Enterprise Zone, subject to the terms of this Memorandum of Understanding.
- 3.2. HDC will locally collect 100% of any business rate increase (above the baseline position at 31st December 2011) which accrues for a period of 25 years from the commencement date of 1st April 2012), subject to agreed redistribution shares between the CPCA and HDC.
- 3.3. Both parties confirm, having undertaken due investigation, that:
  - 3.3.1. they have obtained or shall use all reasonable endeavours to promptly obtain necessary approvals, authorisations, consents, exemptions, licences, permits, permissions (including planning permission) or registrations necessary to deliver the Enterprise Zone;
  - 3.3.2. they have or will secure the expertise and capacity to set up and operate the Enterprise Zone in accordance with the Application;
  - 3.3.3. they will undertake all the steps to set up and operate the Enterprise Zone and confirm that each of these shall be achieved compliantly (including but not limited to achieving compliance with applicable procurement, state aid, planning law and all rules relating to the collection and distribution of business rates, discount, and use of business rates for investment).

### **4. Investment and Delivery Plan**

- 4.1. Guidance for Enterprise Zones sets out that 'local arrangements' are needed to permit HDC (as Local Authority) to engage with the LEP to establish agreed investment priorities, mechanisms for delivery against these priorities, and such resources as may be required to monitor, and programme manage Alconbury EZ.
- 4.2. HDC and U&C will produce and update the Investment and Delivery Plan (the template for this document is included under **Appendix 3**), to agree list of investment priorities over the next 3 years (for the period ending 31st March 2022);
- 4.3. HDC and U&C shall, no later than six (6) months prior to each three (3) year anniversary of the commencement date, agree an Investment & Delivery Plan for review and approval by the CPCA.
- 4.4. The CPCA and HDC will only consider investments to support growth on the Enterprise Zone as identified in the Investment and Delivery Plan, subject to a full business case being submitted to the Programme Board. However, the final decision on an organisation's investment in a scheme will ultimately be within their own decision-making process taken by the respective organisations.

## 5. Business Rates Collection

- 5.1. HDC is required to keep proper and up to date accounts and records giving correct and adequate details of all transactions related to Enterprise Zone business rates and shall permit the duly appointed representatives of the other parties at all reasonable times and on reasonable notice to inspect all such accounts and records.
- 5.2. As the Collecting Authority, HDC shall continue to collect business rates from the Enterprise Zone in accordance with the applicable legislation.
- 5.3. At each financial year end the National Non-Domestic Rates (NNDR) team of the Collecting Authority will confirm with CPCA the amount of business rates attributed and collected in the Area in accordance with the applicable legislation. (Actual NNDR EZ qualifying relief & the actual net rates paid for the relevant fiscal year).
- 5.4. After the collecting authority's financial audit of the business rates, HDC will confirm and administer agreed shares of retained income. HDC shall use its reasonable endeavours to complete its audit and effect payment of retained income to CPCA no later than 31st December of each year, following the preceding financial year end.
- 5.5. The underlying principles which will underpin the allocation and distribution of retained business rates income are as follows:
  - 5.5.1. to ensure that the finances of the Collecting Authority is not disadvantaged by the development within the area;
  - 5.5.2. to earmark funds to accelerate the growth of the EZ and local area;
  - 5.5.3. to earmark funds to deliver jobs and growth across the CPCA area (including within the electoral areas of the Collecting Authority).
- 5.6. HDC agree to annually update the Financial Profile to set out actual and projected business rates income for the Enterprise Zone (**Appendix 4**).

## 6. Business Rates Distribution and Funds

- 6.1. To better control the retained business rates from Enterprise Zone growth, HDC will introduce a suitable mechanism to establish the following **Funds** from Enterprise Zone business rate receipts up to 31st March 2038:
  - 6.1.1. **Fund A14** – both parties agree to commit a contribution to the Cambridge to Huntingdon A14 Improvement Scheme.
    - 6.1.1.1. This is based on **20 percent** (annually of cleared funds) from the Alconbury Weald Enterprise Zone retained business rates (from the previous business rates tax year). This is subject to the aggregate cap of £50m;
    - 6.1.1.2. Payments are due from 1st April 2019 and will be made directly to the Secretary of State for Transport in accordance with

the signed Funding Agreement and dated 7th October 2014 (Appendix 5).

- 6.1.2. **Fund EZ** – both parties agree to establish an investment fund to accelerate growth of the Enterprise Zone.
- 6.1.2.1. This is based on **20 percent** (annually of cleared funds) from the Alconbury Weald Enterprise Zone retained business rates (from the previous business rates tax year). This Fund is broken down further as follows:
- 6.1.2.2. **25 percent** of the Fund EZ is allocated to support delivery of an agreed list of investment priorities and projects (linked to the Investment & Delivery Plan) for enhance and expedite delivery of the Enterprise Zone;
- 6.1.2.3. **50 percent** of the Fund EZ will be used as match contribution to support Inward Investment activity and provide FDI resource;
- 6.1.2.4. **25 percent** of the Fund EZ is allocated for place-based investment priorities within Huntingdonshire, including Haddon (Logistics), Sawtry (Agri-tech), Alconbury & Huntingdon.
- 6.1.3. **Fund CPCA** – investment fund to support delivery of economic priorities across Cambridgeshire & Peterborough. This is based on **20 percent** (annually of cleared funds) from the Alconbury Weald Enterprise Zone retained business rates (from the previous business rates tax year).
- 6.1.4. **Fund HDC** – investment fund to support delivery of economic priorities in Huntingdonshire. This is based on **40 percent** (annually of cleared funds) from the Alconbury Weald Enterprise Zone retained business rates (from the previous business rates tax year). Investment should consider joint proposals for development of both the Enterprise Zone and employment sites in Huntingdonshire between CPCA and HDC.

## 7. Fund Management and Projects

- 7.1. Both CPCA and HDC are tasked with developing project proposals in line with the principles of the Investment & Delivery Plan. The parties will agree individual projects on a case by case basis.
- 7.2. Potential projects to be funded out of EZ Funds include infrastructure or utilities investment on the Enterprise Zone, including access roads, funding for the building of business premises and marketing of the site.
- 7.3. For a project to be funded from Funds, it will need to meet the following criteria:
- 7.3.1. Projects put forward for consideration need to be of an economic development nature, including measures to support property development, infrastructure and utilities provision, business, employment and skills development but not housing or community development;

- 7.3.2. Projects must lead to the creation of jobs, business and/or commercial property in the Enterprise Zone. This will drive physical development and the generation of rateable income from the site;
  - 7.3.3. Requests for funding should primarily be in respect of capital for projects rather than revenue funding for programmes;
  - 7.3.4. Projects must be deliverable and realistic in terms of funding requested. EZ Funds cannot fund major infrastructure developments on its own but could contribute towards them pro-rata.
  - 7.3.5. Funding needs to relate to the time frame within which it is generated or there needs to be a commitment from HDC to fund potential projects by borrowing against future allocations of EZ Funds EZ;
  - 7.3.6. Projects will need to show clear causal relationship in terms of benefit to the Enterprise Zone of local area. Benefits need to be proven rather than assumed or deduced. Projects may need to be ranked accordingly in terms of awarding funding;
  - 7.3.7. Funding will be prioritised for projects which accelerate development of the Enterprise Zone;
  - 7.3.8. Funding cannot be sought for projects or programmes that could be funded from alternative sources, but matched funded projects will be welcomed;
  - 7.3.9. Funding will principally be by way of grant or guarantee but may, in exceptional circumstances, be by way of loan or investment.
  - 7.3.10. Funding must not breach the state aid rules; and the recipient will be required to warrant that the funding will not breach the state aid rules;
- 7.4. Where funding from EZ Funds is used to fund a Project which directly generates revenue (such as rental income, fees or royalties) or is used to fund the purchase of a capital asset which has a residual value at the end of the project as set out in the project documentation (with such revenue and/or residual value being referred to as "Revenue"), the parties shall, as part of the project development process, agree how the Surplus will be shared.
- 7.4.1. "Surplus" is the Revenue less:
    - 7.4.1.1. all interest and borrowing costs and charges properly incurred by the funders of the relevant project; and
    - 7.4.1.2. all maintenance, operational and similar costs properly incurred by the operators of the relevant Project.
- 7.5. For the avoidance of doubt, the arrangements relating to the sharing of surplus above will only apply to projects which generate revenue. The parties acknowledge that many of the projects funded from EZ Funds will not be intended to generate Revenue or could generate revenue. However, where the parties believe that a project might generate Revenue, they shall put in place, as part of the funding arrangements for that project:

7.5.1. measures to ensure that costs and Revenue are properly recorded and monitored; and

7.5.2. provisions in respect of the reporting and payment of Surplus shares.

7.6. CPCA Board consent is required before any party prematurely terminates any revenue generating project.

## 8. Administration Costs

8.1. EZ Funds can cover direct costs in terms of identified and agreed interventions which add value to the Enterprise Zones as a first principle.

8.2. All legitimate and agreed costs incurred in managing, operating and promoting the Enterprise Zones can be covered from each parties' respective pot of EZ Fund. This includes all project management, additional marketing or inward investment requirements, consultancy advice and operational support to ensure smooth implementation of the Enterprise Zones.

## 9. Governance

9.1. The **Alconbury Weald Enterprise Zone Steering Group** will report to and be accountable to the CPCA Business Board. The parties will specifically report to the Board on the development of the Enterprise Zone site, overall business strategy.

9.1.1. The Alconbury Weald Enterprise Zone Steering Group membership will be comprised of the CPCA and The Local Authority, each will have 2 members (1 Officer and 1 Councillor).

9.2. At a working level, the **Alconbury Weald Enterprise Zone Programme Board** will support the Alconbury Weald Enterprise Zone Steering Group in relation to site issues, and address the wider issues related to development and delivery of the site.

9.2.1. The Alconbury Weald Enterprise Zone Programme Board membership will be comprised of CPCA, HDC, Urban & Civic (including BEIS local, Homes England or other specialists by invitation as required).

9.3. Where possible, day to day decisions over contentious business enquiries will be taken by the Programme Board, and where agreement cannot be reached on a case, this would then be escalated up to the Alconbury Weald Enterprise Zone Steering Group and ultimately the LEP Business Board for further review.

9.4. Terms of Reference (**Appendix 6**).

## 10. Marketing and Branding

10.1. The developer will take the lead on the marketing and branding of Alconbury Weald Enterprise Campus as a whole, the CPCA and HDC will ensure that co-ordination and complementary input into this and be consulted through the Programme Board. The developer will lead on the

marketing plan for the site; this will be issued within 6 months of entering into this agreement.

- 10.2. Requirements for site marketing: Alconbury Weald Enterprise Campus brand and marketing should be used in addition use of DCLG and Enterprise Zone logos will be required within marketing communications and signage. The developer is expected to fund all site marketing.

## **11. Planning**

- 11.1. To facilitate accelerated growth on the Enterprise Zone, the District Council is committed to making swift planning decisions. Where planning decisions are required, the District Council shall coordinate with other stakeholders (CPCA) to provide clear and concise pre-application advice to guide the applicant to prepare high quality schemes that will gain planning permission.
- 11.2. The District Council will seek to determine planning applications under delegated powers unless there are clear planning reasons that would require a decision by planning committee.

## **12. Monitoring**

- 12.1. The developer agrees to provide details of enquiries and complete the return at quarterly intervals (Appendix 7).
- 12.2. At the beginning of each financial year the Local Authority is to report to the Alconbury Weald Enterprise Zone Steering Group:
  - 12.2.1. Level of Business Rates received on the Enterprise Zone;
  - 12.2.2. Level of Investment available for the Enterprise Zone;
  - 12.2.3. If Business Rates are not to be reinvested in the Enterprise Zone details of what the Local Authority are using funding for to be submitted.

## **13. Overall Commitment**

- 13.1. Both parties share a commitment to do more to develop the productivity of firms, raise skill levels, make home ownership affordable, address health and educational inequalities, and generate revenue to pay for public services in the future. Partnership is essential to delivery and the public sector, needs to work more closely to leverage all its resources.
- 13.2. Both parties are committed to coordinate resources and build a consensus that gives communities, businesses and central government the confidence that when they make decisions to live, grow and invest in our sub-region knowing there's not a better area in the country to do it.

*In this regard,*

13.3. Both parties are aligned to the objective of **working together to bring about inclusive growth across our sub-region to support growth and create healthy and prosperous communities and places:**

13.3.1. Collaborate on proposals for **future strategic planning;**

13.3.2. **Explore joint opportunities** for investment to enable growth, particularly in infrastructure or skills development;

13.3.3. **Provide joint investment** for initiatives that contribute to inclusive growth, including through new funding models;

13.3.4. **Build on the existing partnership working** for mutual benefit that improve the lives of residents and workers in the sub-region;

13.3.5. **Develop a coordinated approach** to invest Enterprise Zone retained business rates on specifically agreed projects;

13.3.6. **Share information, data and evidence** that informs the future development of the sub-region.

#### **14. Term**

14.1. The term of Enterprise Zone status runs to **31<sup>st</sup> March 2038**. To allow all parties to review their interests, in the first instance this Memorandum of Understanding extends to 31st March 2024 (covering a 5-year period).

#### **15. Escalation**

15.1. If any party has any issues, concerns or complaints regarding this Agreement or the operation of the EZ Funds, that party shall notify the other parties and the parties shall then seek to resolve the issue by a process of consultation.

15.2. Unless otherwise agreed by the parties or ordered by an appointed arbitrator, all reasonable costs of mediation and/or arbitration incurred by the parties can be met from EZ Funds.

#### **16. Confidentiality and Freedom of Information**

16.1. Each party undertakes that it shall not at any time during the term, and for a period of five years thereafter, disclose to any person any confidential information of any other party concerning the terms or operation of this Agreement.

16.2. Each party may disclose such confidential information of another party:

16.2.1. to its employees, officers, representatives or advisers who need to know such information for the purposes of exercising the party's rights or

carrying out its obligations under or in connection with this Agreement;  
and

16.2.2. as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.

16.3. No party shall use any other party's confidential information for any purpose other than to exercise its rights and perform its obligations under or in connection with this Agreement.

16.4. Each party acknowledges that the other parties are subject to the requirements of FOIA and the Environmental Information Regulations and shall assist and co-operate with the other parties to enable the other parties to comply with those requirements.

## **17. Intellectual Property**

17.1. Subject always to any specific arrangements agreed in respect of the ownership of any intellectual property rights generated in connection with any Project, the parties agree that any intellectual property rights created in connection with this Agreement shall vest in the party whose employee created them.

17.2. Where any intellectual property right vests in any of the parties, that party shall grant an irrevocable, royalty-free licence to the other parties to use that intellectual property for the purposes of, or in connection with, this Agreement.

## **18. Termination**

18.1. This Agreement shall terminate by Multilateral Termination:

18.1.1. by the agreement of the CPCA, HDC and Secretary of State;

18.1.2. if there is a change in law, regulations, policy or binding guidelines which makes the continuation of this Agreement unlawful or the arrangements under this Agreement unnecessary;

18.1.3. if CPCA ceases to exist; or

18.1.4. on the 25<sup>th</sup> anniversary of the Enterprise Zone commencement date of 1st April 2012.

## **19. Change Control**

19.1. If any party wishes to change the scope and/or terms of this Agreement, it shall prepare and circulate to all other parties a written notice setting out the proposed changes, the reasons for requesting those changes and the likely impact of those changes on the operation, performance and wording of the Agreement. The Requester shall send notice of the proposed changes to all other parties, giving those parties a period of no less than 60 days (reducible to as low as 20 days in cases which the Requester, acting reasonably, deems to be urgent) to respond and comment.



## **20. General**

- 20.1. No variation of this Agreement shall be valid unless it is in writing and signed by or on behalf of each of the parties.
- 20.2. A waiver of any right under this Agreement is only effective if it is in writing and it applies only to the party to whom the waiver is addressed and the circumstances for which it is given.
- 20.3. Nothing in this Agreement is intended to, or shall operate to, create a partnership between the parties, or to authorise either party to act as agent for the other, and none of the parties shall have authority to act in the name or on behalf of or otherwise to bind the others in any way (including the making of any representation or warranty, the assumption of any obligation or liability and the exercise of any right or power) and none of the parties shall incur any expenditure in the name of or for the account of the others.

## **21. Appendices**

Appendix 1: Enterprise Zone Boundary Map

Appendix 2: MOU agreement between GCGP and U&C

Appendix 3: Investment and Delivery Plan (Template)

Appendix 4: Financial Profile (as of 31st December 2018)

Appendix 5: Cambridge – Huntingdon A14 Improvement Scheme Funding Agreement

Appendix 6: Alconbury Enterprise Zone – Terms of Reference #

Appendix 7: Alconbury Enterprise Zone – Quarterly Monitoring Return (Template)

**Acceptance**

Signed for and on behalf of **Cambridgeshire & Peterborough Combined Authority:**

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Kim Sawyer, Chief Executive

Date: \_\_\_\_\_

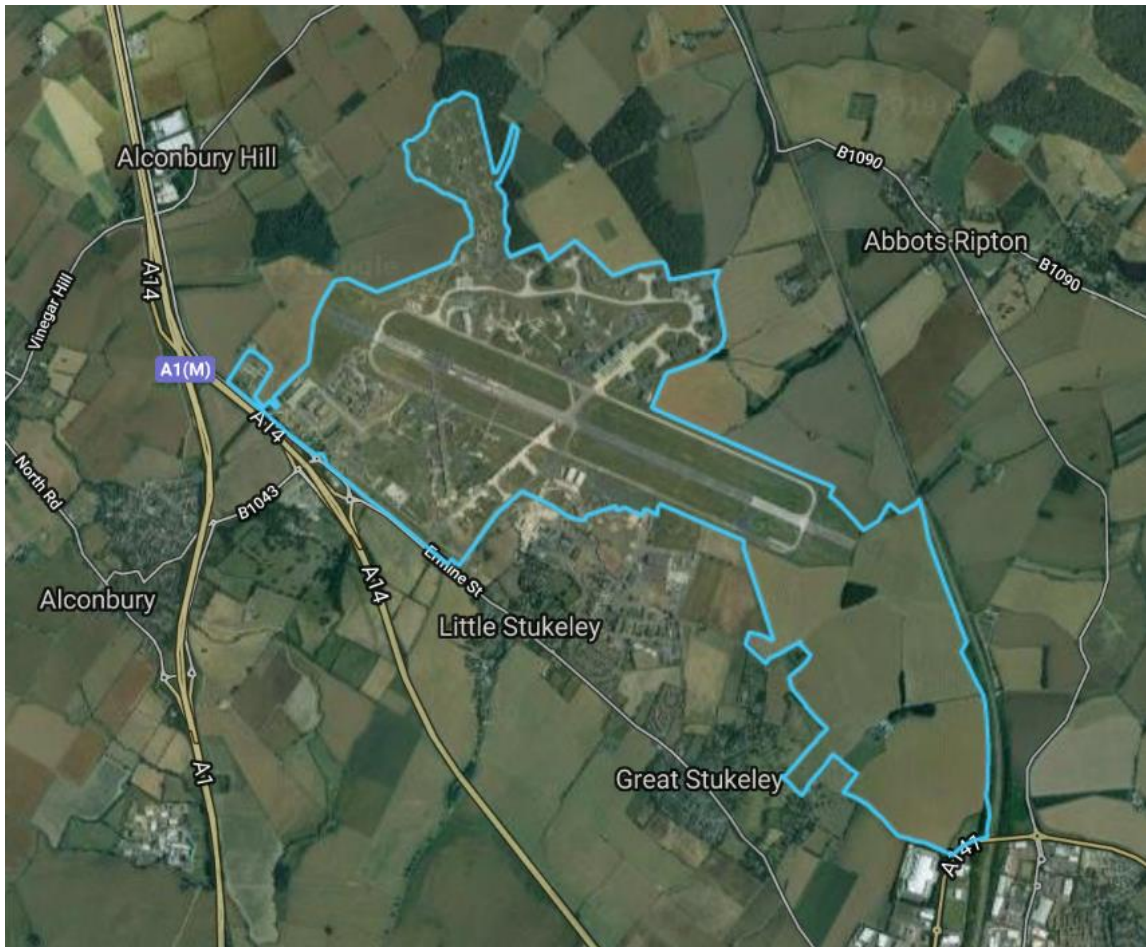
Signed for and on behalf of **Huntingdonshire District Council:**

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Jo Lancaster, Chief Executive

Date: \_\_\_\_\_

## Appendix 1: Alconbury Enterprise Zone Boundary Map



Alconbury Enterprise Zone  
Enterprise Campus, Alconbury Weald, Huntingdon PE28 4XA

**Appendix 2: MOU Agreement between GCGP LEP and Urban & Civic**

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**Appendix 3: Alconbury Enterprise Zone - Investment & Delivery Plan  
(Template)**

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**Appendix 4: Alconbury Enterprise Zone - Business Rates Financial Profile (as of 31st December 2018)**

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**Appendix 5: Cambridge to Huntingdon A14 Improvement Scheme  
Funding Agreement**

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## Appendix 6: Alconbury Enterprise Zone - Terms of Reference

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**Appendix 7: Alconbury Enterprise Zone – Quarterly Monitoring Return  
(Template)**

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## HUNTINGDONSHIRE DISTRICT COUNCIL

MINUTES of the meeting of the HINCHINGBROOKE COUNTRY PARK JOINT GROUP held in the Wren Room, Countryside Centre, Hinchingsbrooke Country Park, Brampton Road, Huntingdon, PE29 6DB on Thursday, 4 April 2019.

PRESENT: Councillor R J West – Chairman.  
Councillors J M Palmer and T D Sanderson.  
County Councillor Mrs A Costello.

APOLOGY: An Apology for absence from the meeting was submitted on behalf of Councillor D R Underwood.

### 11. MINUTES

The Minutes of the meeting held on 12th October 2018 were approved as a correct record and signed by the Chairman.

In response to a query raised by the Chairman, Councillor T D Sanderson undertook to circulate information he had received detailing Section 106 contributions around to the Group.

### 12. MEMBERS' INTERESTS

No declarations were received.

### 13. SENIOR RANGER'S REPORT

The Group received and noted the contents of the Senior Ranger's report (a copy of which is appended in the Minute Book) on park activities for the period October 2018 to March 2019. In doing so, comment was made as follows:

#### **Park Management**

The Group were encouraged to note the range of work being undertaken as part of the annual management of the site which included tree felling, removal of alder regrowth between the wildlife lake and the wash, removal of scrub in the old llama paddock, management of the two balancing ponds and maintenance of the golden osier beds.

Planned works for the coming months included an extension of the jetty on the main lake, replacement of three existing dog bins, installing an anti-slip surface on the Troll's Bridge, processing this year's timber produce and commencement of the fortnightly cutting of the short grass areas in the Park. Some these works had already been completed.

Additionally, it was noted that weekly bookings were now being taken for the Fireflies Forest School which was proving popular.

Comment was made by a Member that a more robust solution was required for the maintenance of the footpath around the lake which was noted by Officers.

### **Volunteers**

Volunteers continue to be vital to the Park's management particularly Huntingdonshire Regional College's Green Team. In recognition of their efforts and assistance, staff hosted a Christmas Lunch for all volunteers at the end of December 2018 which was appreciated by all.

With a newly appointed Senior Ranger in post, efforts would be made over the coming months to increase the number of practical volunteers.

### **Countryside Centre**

Attention was drawn to occupancy levels, the number of bookings taken and the revenue generated at the Countryside Centre between October 2018 and March 2019. The figures reflected an increase when compared to the same period the previous year which was encouraging to note. Evening and weekend bookings have increased and have been managed successfully owing to the flexibility of staff.

In noting the potential revenue anticipated in the current financial year, the Countryside Manager reported that the figure related to confirmed bookings made to date and that income levels would increase over the course of the year.

### **Events, Activities and Promotions**

Events which had taken place over the reporting period included a Christmas Fair, Santa's Grotto, breakfast/hot chocolate with Santa and a New Year's breakfast. Whilst each of the events had proved a success in terms of attendance and income, it was noted that the New Year's breakfast event would, in future, be held at the weekend instead of mid-week to increase attendance levels.

Prior to the commencement of the meeting, the Countryside Manager tabled pictures of the Santa's Grotto event which had generated £3,255 income. The event would be extended to four days in December 2019 with a view to maximising income generation opportunities. Social media, in particular Facebook, had played a significant part in promoting the event with a number of commendations having been received from attendees.

Members were pleased to note that the Country Park's Facebook page had now reached 5,500 followers. Consideration was currently being given to setting up an Instagram account.

### **Hinchingsbrooke Country Park 30th Anniversary Celebrations**

To mark the Park's 30th Anniversary, a week long programme of activities would be held in August 2019 involving stakeholders, stalls and exhibitions.

## **Friends of Hinchingsbrooke Country Park**

The Annual General Meeting (AGM) of the Country Park would be held on Thursday 2nd May. Having worked at the Park for 29 years the Countryside Manager had been invited to attend as the guest speaker to talk about the Park's 30th Anniversary Celebrations.

### **Financial Position**

Members' attention was drawn to the financial position of the Park. Having had their attention drawn to the variances, it was explained that this was largely a result of low levels of budgeted income expected from commuted sums. The full impact upon this year's budget would not be known until the end of December 2019. The Head of Operations advised that he would take this away as an action and investigate the matter further.

A brief discussion ensued on S106 funding. It was not yet known if all S106 funds had been expended.

## **14. UPDATE ON STAFFING**

The Countryside Manager delivered an update on the latest position with staffing across the Countryside Service.

The Group were encouraged to note that a new Senior Ranger for the Country Park had been appointed. M McGettigan took up his new post on 1st March 2019 with responsibility overall for the Country Park, Spring Common, Views Common, Stukeley Meadows and Colne Graveyard. Volunteers for the Countryside Centre and the café would both be welcome to enable the service to continue offering additional activities. One of the younger paid holiday/weekend staff in the café is about to undertake training on a formally recognised apprentice course.

M Hall had commenced his role as Senior Ranger for Paxton Pitts from 1st April 2019 having transferred from the Country Park. Responsibilities included Barford Road, Sudbury Meadows, Mill Common and the sites located in St Ives.

Attention was drawn to the part vacant post of Countryside Development Ranger which would be advertised shortly. The Group were informed that the job description for this post was in the process of being reviewed for an 18 month period to incorporate responsibility for managing the voluntary wardens at Paxton Pitts.

Discussion took place on the volunteers which included how they were recruited, their skills set and the significant value they offered to the service.

## **15. EXCLUSION OF PRESS AND PUBLIC**

RESOLVED

that the press and public be excluded from the meeting because the business to be transacted contains information

relating to the financial or business affairs of any particular person (including the authority holding that information).

**16. UPDATE ON HINCHINGBROOKE COUNTRY PARK INVESTMENT AND LEASE**

The Head of Operations delivered an update on the Park's future investment and lease and responded to questions raised by the Group.

**17. DATE OF NEXT MEETING**

The Group noted that their next meeting would be held on 11th October 2019 at 10:00am.

Chairman

# Agenda Item 6

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of the Local Government Act 1972.

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