



# Rutland County Council

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Ladies and Gentlemen,

A special meeting of the **CABINET** will be held via Zoom  
<https://zoom.us/j/93051735451> commencing at 10am when it is hoped you will be able to attend.

Yours faithfully

Mark Andrews  
**Interim Chief Executive**

**Meeting:** SPECIAL CABINET  
**Date and Time:** Tuesday, 9 March 2021 at 10.00 am  
**Venue:** <https://zoom.us/j/93051735451>  
**Governance Officer to contact:** Emma Powley 01572 720991  
email: [governance@rutland.gov.uk](mailto:governance@rutland.gov.uk)

## A G E N D A

- 1) APOLOGIES FOR ABSENCE
- 2) ANNOUNCEMENTS FROM THE CHAIRMAN AND/OR HEAD OF THE PAID SERVICE
- 3) DECLARATIONS OF INTEREST

In accordance with the Regulations, Members are required to declare any personal or prejudicial interests they may have and the nature of those interests in respect of items on this Agenda and/or indicate if Section 106 of the Local Government Finance Act 1992 applies to them.

**4) ITEMS RAISED BY SCRUTINY**

To receive items raised by members of scrutiny which have been submitted to the Leader and Chief Executive.

**5) HOUSING INFRASTRUCTURE FUNDING CONTRACT**

(Pages 5 - 18)

**6) EXCLUSION OF THE PRESS AND PUBLIC**

Cabinet is recommended to determine whether the public and press be excluded from the meeting in accordance with Section 100(A)(4) of the Local Government Act 1972, as amended, and in accordance with the Access to Information provisions of Procedure Rule 239, as the following item of business is likely to involve the disclosure of exempt information as defined in Paragraph 2 of Part 1 of Schedule 12A of the Act.

Paragraph 3: Information relating to the financial or business affairs of any particular person (including the authority holding that information).

**7) HOUSING INFRASTRUCTURE FUNDING CONTRACT**

*Exempt appendices 1, 2 and 3 have been circulated to Members under separate cover.*

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**MEMBERS OF THE CABINET:** Mr O Hemsley Chairman

Mrs K Payne

Mr G Brown

Mrs L Stephenson

Mr A Walters

Mr D Wilby

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Webinar ID: 930 5173 5451

International numbers available: <https://zoom.us/j/93051735451>

**SPECIAL CABINET**

**9<sup>th</sup> March 2021**

**HOUSING INFRASTRUCTURE FUNDING CONTRACT**

**Report of the Strategic Director for Places**

Strategic Aim:	Delivering Sustainable Development  Vibrant Communities	
Exempt Information	Appendix 1, Appendix 2 and Appendix 3 contain legal contracts pertaining to the Housing Infrastructure Funding Grant. They contain commercially sensitive information relating to the proposed St George’s Garden Village development which is confidential.	
Cabinet Member(s) Responsible:	Cllr Gordon Brown, Portfolio Holder for Finance and Planning	
Contact Officer(s):	Penny Sharp, Strategic Director for Places	Mobile: 07973 854906 <a href="mailto:psharp@rutland.gov.uk">psharp@rutland.gov.uk</a>
	Phil Horsfield, Deputy Director - Resources and Monitoring Officer	Mobile: 07812603580 <a href="mailto:phorsfield@rutland.gov.uk">phorsfield@rutland.gov.uk</a>
Ward Councillors	Cllr Kenneth Bool, Normanton Cllr Gale Waller, Normanton	

**DECISION RECOMMENDATIONS**

That the Cabinet:

1. Recommends to Council to approve acceptance of the Homes England grant offer of £29.4m Housing Infrastructure Funding and the terms set out in the Grant Determination Agreement (Exempt Appendix 2) to support the delivery of St. George’s Garden Village.
2. Recommends to Council to approve the Allocations Agreement (Exempt Appendix 3) between Rutland County Council and the Defence Infrastructure Organisation that apportions legal responsibility for delivering the obligations of the Housing Infrastructure Funding and Grant Determination Agreement.
3. Recommends to Council that Rutland County Council performs the administrative function (Accountable Body) for the HIF monies.

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| <ol style="list-style-type: none"><li>4. Authorises the Chairman and Chief Executive to execute both legal agreements, the Housing Infrastructure Grant Determination Agreement and the Allocations Agreement.</li><li>5. Council delegates to the Director of Resources (Section 151 Officer) and Director of Places the administration of the HIF grant requirements and monitoring returns.</li></ol> |
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## **1 PURPOSE OF THE REPORT**

- 1.1 The purpose of this report is to seek approval for the Council to accept the Homes England grant offer of £29.4m Housing Infrastructure Funding (HIF) to support the delivery of the infrastructure for St. George's Garden Village.
- 1.2 The HIF grant is subject to a legal contract (a Grant Determination Agreement - GDA) that details the terms and conditions that govern the use of the grant. In addition, the GDA sets out the obligations and outputs that must be delivered by the grant recipients in exchange for the funding. This report includes the GDA that the Council and Defence Infrastructure Organisation (DIO) will need to sign up to in order receive the grant funding.
- 1.3 To minimise the risk to the Council an additional legal contract, the Allocations Agreement, has been developed and is included in this report. This contract is between Rutland County Council (RCC) and the DIO as the body responsible for managing the Ministry of Defence estate. The Allocations Agreement will govern the relationship and respective responsibilities of both the Council and DIO in respect of HIF and the delivery of infrastructure to support the development of St Georges Garden Village.
- 1.4 Both the Grant Determination Agreement and Allocations Agreement include commercially sensitive information relating to the delivery of St. George's Garden Village and associated infrastructure. Exempt information has been included in appendices 1, 2 and 3 to enable the main report to remain public.

## **2 BACKGROUND AND MAIN CONSIDERATIONS**

- 2.1 **Securing Housing Infrastructure Funding for St. George's Garden Village**
- 2.2 In 2016 the Ministry of Defence (MOD) announced plans to close the operational base at St. George's Barracks. Since this announcement the MOD, supported by Rutland County Council, has been developing plans for a new Garden Village community at the current St. George's site. In 2019 St. George's was successfully included into the Government's Garden Communities programme led by the Ministry of Housing, Communities and Local Government (MHCLG). St George's Garden Village was subsequently included as a strategic allocation in Rutland's pre-submission Local Plan that was approved by Council in February 2020.
- 2.3 The Housing Infrastructure Fund (HIF) is a government capital grant programme that provides funding for new physical infrastructure to unlock housing and help to deliver up to 100,000 new homes in England. Only local authorities are eligible to apply for HIF Funding and it is a highly competitive process.

2.4 In April 2019, working with the MOD and its estate organisation DIO, the Council submitted a bid to MHCLG for Housing Infrastructure Funding (HIF) Forward Funding programme to support St. George's Garden Village and enable the early completion of:

- New primary school
- Health and wellbeing centre
- Upgrades to utilities
- Road and junction improvements
- Site demolition and remediation

This will enable the DIO and its development partner to deliver 2,245 new homes including 30% affordable with 14 hectares of employment land.

2.5 In November 2019, MHCLG notified the Council that it had been successful in securing £29.4m HIF (Forward Funding) to support the delivery of St George's Garden Village and an 'infrastructure first approach'. Homes England, the Government agency that administers HIF, subsequently provided details of the terms and conditions that would apply to the funding and require agreement as part of the contract. These included standard conditions that apply to all HIF (Forward Funding) schemes and six pre-contract conditions that were bespoke to the St. George's Garden Village project.

2.6 The original six pre-contract conditions (revised responsibilities for which are defined within the Allocations Agreement) were:

- **Pre-contract condition 1** – Provide a Comprehensive Delivery Programme: including the infrastructure and housing, illustrating the key dependencies and critical path/milestones to enable delivery of the HIF infrastructure and spend, and housing outputs
- **Pre-contract condition 2** – Cost Overruns: Provide confirmation that all cost overruns in relation to HIF-funded infrastructure will be met by RCC, the MOD or the Delivery Partner
- **Pre-contract condition 3** – Updated Cashflow: Bidder to provide an updated and evidenced cashflow for the scheme. Regular updates on expenditure should be provided to enable monitoring and review and verification by Homes England
- **Pre-contract condition 4** – Recovery strategy: Subject to Homes England approval, RCC to establish the mechanism for recovery of HIF funding to be reinvested in future housing developments within Rutland
- **Pre-contract condition 5** – Land Cost: Provide evidence of discussions that have taken place and agreed position on MOD land receipt
- **Pre-contract condition 6** – Stakeholder Management Plan: Develop and submit an effective Stakeholder Management Plan to Homes England

2.7 As the HIF grant exceeds £1 million in value the constitution requires Council to approve acceptance of the grant and the associated terms and conditions. At its meeting on 20<sup>th</sup> January 2020 Council resolved:

“That Council APPROVED for the decision to be deferred until final details of the terms and conditions could be confirmed.”

2.8 Subsequently, at its meeting on 10<sup>th</sup> February 2020, Council resolved to:

“Approve the Pre-Submission Local Plan (Regulation 19 Publication Version) with the Policies Map so that it can be published for its statutory 6-week stage”

This pre-submission Local Plan included the strategic allocation of St George’s Garden Village and related policies (H2 and H3)

### 3 HOUSING INFRASTRUCTURE FUNDING NEGOTIATIONS

3.1 Over the last 12 months, the Council and MOD/DIO have been working with Homes England to enter into a legal contract (Grant Determination Agreement) for HIF along with the terms and conditions related to the grant funding.

3.2 Whilst COVID-19 has impacted contract negotiations, all parties and their respective legal teams have worked intensively to satisfy the pre-contract conditions and agree the final terms of the HIF legal contract (GDA).

3.3 The Council and its legal advisers (Weightmans) have negotiated hard to secure amendments to the original proposed HIF agreements in order to minimise any financial risk and organisational liabilities. In addition, a legal contract (Allocations Agreement) has been developed between the Council and DIO to make explicit the responsibilities and obligations for each organisation in delivering on the HIF requirements.

3.4 Due to the time that has passed since the original HIF bid was developed and submitted in February 2019, and as timescales and responsibilities have changed, the GDA and attachments are different from the original bid documentation. The substantive changes to the original submission are summarised in the Table 1 below:

**Table 1 - Substantive Changes Since Submission of HIF Bid.**

<b>Element of HIF Bid</b>	<b>Original Proposal (as set out in HIF submission)</b>	<b>Negotiated Position</b>
<b>Comprehensive Delivery Plan</b>	This included a programme of dates that assumed approval of the HIF bid in advance of the November 2019 notification	The Infrastructure Delivery Plan has been updated to reflect the delay in HIF approval and subsequent impact of Covid-19. The infrastructure delivery plan is still profiled to meet the HIF programme deadline of March

		2024.
<b>Cost Overruns – Off-site Highways and School</b>	RCC had the lead responsibility to deliver Off-site Highways and the new school (including 30 homes on the existing school site Edith Weston)	<p>To minimise the risk to the Council all infrastructure delivery requirements are now the obligation of DIO and its delivery partners.</p> <p>The Council will be involved in delivery of off-site highways works only in its statutory responsibility as Local Highways Authority. The Council will lead any Compulsory Purchase Order process (funded by the developer) that may be required if non-Council land is needed to deliver the highways improvements.</p> <p>The option remains for DIO to commission the Council to design and deliver the off-site highways improvements on a normal commercial basis.</p> <p>The DIO/Delivery Partner is responsible for providing the new school.</p>
<b>Cashflow</b>	This was based on the original infrastructure delivery timeline set out in the bid.	The Cashflow has been updated to reflect the change in delivery milestone dates, responsibilities and reappraisal of benchmark land values. This is important for Homes England to budget as accurately as possible for when the grant will be drawn down (invoiced).
<b>Recovery Strategy</b>	<p>There is an expectation from Homes England/MHCLG that any HIF funding will be ‘recycled’ to enable reinvestment in more housing infrastructure within the County.</p> <p>The original approved HIF submission set out that this would be achieved through the payment of</p>	<p>In early 2020 Homes England made it clear there was a need for a recovery mechanism to be in place that would reinvest the £29.4m funding within Rutland (for housing related infrastructure) if and when the development proved profitable – over and above any CIL payments.</p> <p>This is known as the Recovery</p>

	Community Infrastructure Levy (CIL) that would be due over the course of the development.	<p>Strategy.</p> <p>The change from ‘grant’ to ‘loan’ status has required an update to the financial model. A new Recovery Strategy has also been developed for the scheme.</p> <p>Due to the current status of the St. George’s Garden Village development the recovery strategy sets out an intent to maximise reinvestment in the County. This will be refined as the project proceeds and must be agreed with Homes England before March 2022 and in advance of any grant draw down [repayment].</p> <p>The proposed legal agreement (Allocations Agreement) between the Council and DIO protects this position.</p>
<b>Land Cost</b>	The original assumption was based on high-level assessments and the expectation that CIL was the recovery mechanism	This has been updated to reflect the revised HE position on the recovery strategy and current costing assumptions
<b>Historic Costs</b>	The HIF submission was based on projected future costs.	<p>Discussions with Homes England have made clear that ‘historic costs’ associated with securing the HIF monies can be claimed (developing the bid and entering into contract).</p> <p>The Council can reclaim evidenced legal costs and officer time. These are reflected in the updated Cashflow.</p>

#### **4 HOUSING INFRASTRUCTURE GRANT DETERMINATION AGREEMENT (GDA)**

4.1 The Grant Determination Agreement is the legal contract between Homes England and the Grant Recipient. This is a standard agreement that applies to all HIF schemes with very limited scope to vary any of the ‘boilerplate’ (standard) clauses. The GDA sets out Homes England’s requirements that must be satisfied in order to benefit from the £29.4m HIF grant. The GDA also specifies the end date for the HIF programme to deliver the specified infrastructure which is March 2024.

- 4.2 Early in the contractual negotiations the principle was agreed that the GDA should be between all three parties given the DIO is land owner and responsible for the development. The role of the Council will primarily be as 'Accountable Body', responsible for administering and monitoring HIF expenditure. The fact that Homes England, the Council and DIO are all party to the GDA has dictated the form of the contract and the standard clauses.
- 4.3 Negotiations in relation to the GDA have primarily been focused on amending clauses to reflect the nature of the St. George's Garden Village and particularly the respective roles between DIO and the Council. In addition, considerable work and time has been spent on developing and completing the supporting annexes which address the Pre-Contract conditions set out in paragraph 2.6.
- 4.4 The GDA makes both the Council and DIO jointly and severally liable for meeting the terms and conditions and delivering the obligations associated with the HIF grant. The Council has sought to minimise this risk of the liability through the development of an Allocations Agreement that is detailed below.
- 4.5 The GDA is a comprehensive legal contract and includes:
- definitions relating to the parties and HIF, and respective roles and responsibilities
  - payment terms and financial profile of the £29.4m HIF
  - delivery obligations and milestones
  - repayments and overpayments (and assurance these will be met by the grant recipients)
  - Regulatory and operational obligations
  - Changes and variations to the project or finances
  - Monitoring and reporting arrangements
  - Default mechanism
  - Assurances including warranties, confirmation of eligibility of grant recipients; State Aid opinion (providing confirmation that HIF will not be inappropriately subsidising private sector activity/provision)
- 4.6 As above, the primary role for the Council as detailed in the GDA is as the 'Accountable Body'. The Council will have the role of claiming and reporting on HIF expenditure. HIF monies are drawn down in arrears (meaning after the planned infrastructure expenditure has taken place). This limits the risk of ineligible expenditure. The Allocations Agreement provides for the Council to charge DIO for costs relating to the administration of HIF.

## **5 ALLOCATIONS AGREEMENT**

- 5.1 The Council and its legal advisors have led on the development and negotiation of the Allocations Agreement. This legal contract is between the Council and DIO

and governs the respective roles and responsibilities in meeting the requirements and obligations of the HIF GDA and St. George's Garden Village principles as set out in the pre-submission Local Plan 2018 - 2036.

- 5.2 The Allocations Agreement is the key legal document for the Council as this transfers all responsibility for the delivery of HIF infrastructure and outputs to DIO. This minimises any risk to the Council that would otherwise arise from the HIF GDA.
- 5.3 The Allocations Agreement protects the Council in discharging its statutory responsibilities as Local Highways, Planning and Education Authorities. The only other aspects of the HIF GDA that remain with the Council are:
- (a) Commitment that all money recovered in line with the Recovery Strategy up to the value of the £29.4m HIF grant will be spent on future housing or housing related infrastructure in Rutland
  - (b) Commitment to ensure that a Land Registry restriction is registered across the entire development site before drawing down any HIF
  - (c) Evidence that the Local Plan has been adopted in advance of any HIF draw down (other than preliminary and historic costs)
  - (d) Provision of quarterly updates to Homes England
- 5.4 The only liabilities that rest with the Council arising from the GDA and Allocations Agreement are:
- **Historic Costs to the value of £110,000** - If the Council has drawn down its historic costs from HIF and there is a failure in meeting the GDA requirements and obligations then the Council may be liable to repay the money.
  - **Administration of HIF/Accountable Body** – this remains the responsibility of the Council given only Local Authorities are eligible to apply for HIF. The Allocations Agreement sets out the expectations on DIO to support the Council in respect of this obligation. It also details the role of the Section 151 Officer in approving and authorising HIF claims to ensure eligibility. The Allocations Agreement also provides for the Council to charge DIO for reasonable costs associated with administering HIF.
  - **Land Ownership** – the Allocations Agreement identifies that land in the ownership of the Council will be required to support the St George's Garden Village development, in particular, off-site highways and education. The Allocations Agreement requires that DIO/its delivery partner are responsible for the provision of off-site Highways improvements and the new school.
  - **Compulsory Purchase Order** – should it prove necessary for the Council to use its compulsory purchase powers to enable the development the Allocations Agreement requires all associated costs to be met by DIO/the development.
- 5.5 As with the GDA, the Allocations Agreement is a comprehensive legal contract and deals with all the elements set out in the GDA (as at 4.5). In addition the Allocations Agreement also governs:

- Historic costs – both DIO and the Council can seek to draw down historic costs directly without the involvement of the other party
- Planning Performance Agreement and Garden Village Principles – the DIO is required to enter into a PPA for St. Georges and comply with Garden Village principles as set out in the Local Plan 2018 – 2036
- Appointment and Role of the Developer – this provides for the Council to be engaged in the process of appointing the Developer through the project governance arrangements
- Development strategy – this provides for the Council to have an influence in the development strategy (over and outside its statutory roles)
- Recovery strategy – this sets out the requirement for a recovery strategy for HIF and for the detailed mechanism to be developed no later than March 2022. It also requires DIO to be engaged in the development of the recovery approach.
- Other sources of public funding – this requires both parties to be aware of any additional public funding grant applications to avoid the risk of double-counting HIF monies and potential clawback
- Re-provision of the primary school – this sets out the expectation that a new school will be provided by the development and how the existing school site will be dealt with.
- Confidentiality – this details how confidential matters will be dealt with particularly in relation to commercial sensitivity.

## 6. CONSULTATION

- 6.1 All three parties, and their respective legal teams, have been directly involved in the development and negotiation of the GDA and associated annexes and pre-condition matters. This has involved weekly meetings with Homes England throughout the contract negotiation period, and more frequently in the latter stages of concluding the GDA.
- 6.2 In addition, both DIO and the Council have worked together with their respective legal teams to conclude the Allocations Agreement.
- 6.3 The Strategic Board that has oversight of the St. George’s project has also been kept updated on the development and negotiations relating to the HIF contract. The Strategic Board comprises representatives from the Council, DIO, Homes England and the Greater Lincolnshire Local Enterprise Partnership.

## 7. ALTERNATIVE OPTIONS

- 7.1 Alternative options and their implications are summarised in Table 2 below:

<b>Amend the terms of the</b>	This is not an option as the GDA is now in its final form that meets the satisfaction of Homes England and its legal team
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<b>HIF grant</b>	<p>and cannot be amended further. As above, the vast majority of the GDA is a standard contract with clauses that Homes England will not amend.</p> <p>The Allocations Agreement simply reflects the nature and content of the GDA and has been agreed by both DIO and the Council with advice from their respective legal teams.</p>
<b>Accept the £29.4m HIF grant but don't draw down any of the funding</b>	<p>It is possible to accept the HIF grant and choose not to draw down any HIF money. Whilst this has the benefit of deferring the trigger of certain obligations until after any Planning Application has been determined both parties (DIO and the Council) will still be obligated to deliver the specified scheme outputs (housing; employment land, community infrastructure)</p>
<b>Do not accept the £29.4m HIF grant</b>	<p>Not accepting the HIF grant will affect the viability of the St. George's Garden Village development. In this scenario, DIO would have to review the viability and cashflow for the development. This could result in changes to the masterplan to improve viability (e.g. higher densities; additional homes, reduced affordable housing). Any substantive changes to the proposed masterplan may well prove contrary to the relevant policies in the pre-submission Local Plan 2018 – 2036. This would be likely to result in the Examination in Public/Planning Inspector determining the need for a Major Modification being required to the Local Plan. Should this prove to be the case alternative housing sites would need to be identified within the County. This would result in a delay to the Local Plan and the risk of uncontrolled development within the County.</p>

## 8. FINANCIAL IMPLICATIONS

- 8.1 The Council will be the Accountable Body for the £29.4m HIF grant. Under the terms of the GDA both the Council and DIO are jointly and severally liable for any cost overruns and financial default. However, the Allocations Agreement seeks to minimise any financial risk to the Council with the key financial liability being in relation to the drawdown of any historic costs to the value of £110,000.
- 8.2 The Allocations Agreement allows for the Council to recover reasonable costs from the DIO for administering the HIF grant. In addition, the Council is currently in discussion with Homes England about potential revenue support to assist with the administration and delivery of the HIF project. It is intended that agreement on this support will be achieved prior to Cabinet/Council decision and will be reported accordingly to those meetings.
- 8.3 Other costs that may accrue to the Council as a result of the HIF grant include:
- a) Compulsory Purchase Order to enable infrastructure – the associated costs can be reclaimed from DIO/the Developer under the terms of the Allocation Agreement.

- b) Technical advice to determine the Planning Application – it is intended that these costs will be recovered through a Planning Performance Agreement (PPA) with DIO. This is currently in the process of being negotiated.
- c) Community engagement and consultation – it is the responsibility of the planning applicant to demonstrate appropriate engagement with the community. The Council submitted a bid for Garden Communities Capacity Funding in September 2020 which included a request for funding to support engagement with particular communities, for example young people and people with Dementia. The outcome of the Capacity Funding bid is still to be announced.
- d) Re-provision of the school – the Allocations Agreement requires the Development to provide a new primary school on the St George’s site that is broadly comparable to the existing school at Edith Weston. It is intended that there is a direct land swap subject to ensuring that Council achieve best value and meets its Section 123 duties of the Local Government Act 1972.
- e) Health and Wellbeing Centre – the Local Plan 2018 – 2036 requires a health and wellbeing centre to be provided as part of the St. George’s Garden Village development. It is anticipated that this facility will be funded through Community Infrastructure Levy (CIL) as already detailed in the Local Plan Infrastructure Delivery Plan.

8.4 Under the terms of the GDA and Allocations Agreement the Council’s Director of Resources (Section 151 Officer) will be required to authorise the eligibility of all HIF expenditure. The Section 151 Officer is also required to provide assurance to Homes England that all expenditure is Capital.

8.5 There is an expectation from Homes England that the £29.4 million grant should be ‘recycled’ should the St George’s Garden Village development prove to deliver revenue in excess of the DIO’s Existing Use Value. This means that once the DIO has secured an agreed land value from the development it/the developer would be required to repay the Council the HIF grant up to the value of £29.4m. The Council is obligated to re-invest any recovered HIF monies into further housing or housing-related infrastructure within the County enabling additional new homes to be supported through the grant. This approach is articulated in the Recovery Strategy that is included in both the GDA and Allocations Agreement.

## **9. LEGAL AND GOVERNANCE CONSIDERATIONS**

9.1 The Council has appointed legal advisers, Weightmans, to provide legal advice and protect its interests during HIF negotiations. Weightmans have led on the drafting of the Allocation Agreement that governs the future relationship between RCC and MOD in the delivery of St. George’s Garden Community. The vast majority of the obligations required by the GDA are transferred to the DIO as landowner. Weightmans have provided a summary overview of both the GDA and Allocations Agreement which is included in EXEMPT Appendix 1.

9.2 Given the value of the HIF grant, both the final Grant Determination Agreement, associated annexes (pre-condition documents) and Allocation Agreement are subject to approval by Full Council. It is intended that both legal contracts will be

considered by Scrutiny and Cabinet before being presented to Council for consideration in March 2021.

- 9.3 Due to the nature of the legal agreements all documentation is deemed commercially sensitive and is EXEMPT information. This is particularly important as the DIO's development/delivery partner will not be appointed until late 2021 or early 2022.

## **10. DATA PROTECTION IMPLICATIONS**

- 10.1 A Data Protection Impact Assessments (DPIA) has not been completed as the decisions in this report are unlikely to result in a high risk to the rights and freedoms of natural persons.

## **11. EQUALITY IMPACT ASSESSMENT**

- 11.1 An Equality Impact Assessment (EqIA) has not been completed as the decisions in this report will not have a direct impact on specific demographic groups.

## **12. COMMUNITY SAFETY IMPLICATIONS**

- 12.1 There are no direct community safety implications arising from this report or the HIF grant.

## **13. HEALTH AND WELLBEING IMPLICATIONS**

- 13.1 The HIF grant is intended to enable infrastructure to support the delivery of St. George's Garden Village including a health and wellbeing centre. In addition, it is intended that the Garden Village is developed as an all-age and dementia friendly community.

## **14. CLIMATE CHANGE IMPLICATIONS**

- 14.1 No direct implications in respect of the decision being taken. The development will be required to conform with Local Plan policies which has been subject to an Environmental Impact Assessment (EIA). The planning application for St. George's Garden Village will also be subject to an EIA.

## **15. CONCLUSION AND SUMMARY OF REASONS FOR THE RECOMMENDATIONS**

- 15.1 It is recommended that the Council approve both the Housing Infrastructure Funding Grant Determination agreement and the Allocations Agreement. This will enable the County to benefit from £29.4 million capital investment to deliver new homes and community infrastructure in line with the pre-submission Local Plan approved by Council in February 2020 and if the HIF grant is recovered to reinvest in further housing related infrastructure to benefit the County. The Allocations Agreement minimises any risks to the Council arising from the HIF investment by transferring responsibilities to DIO and protecting the Council's interests.

## **16. BACKGROUND PAPERS**

- 16.1 Rutland Pre-Submission Local Plan 2018 - 2036
- 16.2 HIF Bid Submission including the bid document and supporting evidence April 2019 (EXEMPT)
- 16.3 St. George's Garden Village Evolving Masterplan November 2018

## **17. APPENDICES**

- 17.1 Exempt Appendices – The appendices are marked as “Not For Publication” because it contains exempt information as defined in paragraph 3 of Part 1 of Schedule 12A of the Local Government Act 1972, namely the documents contain information that is Commercially Sensitive

**APPENDIX 1 – LEGAL OVERVIEW OF THE HOUSING INFRASTRUCTURE FUNDING GRANT DETERMINATION AGREEMENT AND ALLOCATIONS AGREEMENT (EXEMPT)**

**APPENDIX 2 – RUTLAND HOUSING INFRASTRUCTURE FUNDING GRANT DETERMINATION AGREEMENT (EXEMPT)**

**APPENDIX 3- ALLOCATIONS AGREEMENT BETWEEN RUTLAND COUNTY COUNCIL AND THE DEFENCE INFRASTRUCTURE ORGANISATION (EXEMPT)**

A Large Print or Braille Version of this Report is available upon request – Contact 01572 722577.

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