

THE ~~EXISTING~~ MOTION:

**PROPOSED AMENDMENT TO A MOTION PASSED BY FULL COUNCIL ON 8<sup>TH</sup> SEPTEMBER 2020 IN RELATION TO A MORATORIUM OF FENLAND DISTRICT COUNCIL LAND IN WISBECH SUBMITTED BY COUNCILLOR CORNWELL AND IN ACCORDANCE WITH RULE 14.1 OF THE COUNCIL PROCEDURE RULES, SUPPORTED BY COUNCILLORS SUTTON, BLIGH, BOOTH, DIVINE, MARKS, MEEKINS, PATRICK, TANFIELD, WICKS, WILKES AND YEULETT.**

FDC has consistently supported the reintroduction of a rail service into Wisbech, and has opposed the proposal to build a mega-incinerator in Wisbech. In the near future, both schemes will reach critical milestones.

To help promote the re-instatement of the railway line, and to help defeat the incinerator proposal, Full Council recommends that those exercising delegated authority for decisions connected with the disposal of land ~~observe a six-month moratorium on all sales of FDC land in Wisbech~~ within 500 metres of the track of the decommissioned railway line in Wisbech or within 500 metres of any part of the site of the proposed new incinerator) continue to exercise their powers so as to achieve these objectives. Those powers should also be used to promote continued development and opportunity within Fenland provided that this serves the purpose of: unless either:

- (a) ~~the proposed sale assists in the promotion of~~ the re-instatement of the railway line ~~and does not assist in the promotion of~~ but not the incinerator; ~~and OR~~
- (b) ~~the proposed sale~~ assists in the fight to oppose the proposed incinerator ~~and does but~~ not harm the proposal to re-instate the railway line; ~~and~~.

that in order to achieve that, consideration is given to the use of restrictive covenants and/or retaining strategic parcels/strips of land as part of its overall assessment of the disposal.

The ~~previous~~ moratorium should now be lifted in favour of the proposals set out above with this guidance to remain in place for a period of 12 months again recognising however above shall not apply in respect of transactions which FDC ~~are~~ is obliged to complete by a Court, or under the terms of a Compulsory Purchase Order, or under threat of legal action against FDC which FDC is unlikely to be able to defend successfully will prevail.