

SWT Executive

Tuesday, 18th June, 2019,
6.15 pm

The logo for Somerset West and Taunton, featuring the text "Somerset West and Taunton" in white on a teal background with a white curved graphic element at the bottom right.

The John Meikle Room - The Deane
House

Members: Federica Smith-Roberts (Chair), Benet Allen (Deputy Chair),
Chris Booth, Habib Farbahi, Ross Henley, Richard Lees,
Peter Pilkington, Mike Rigby, Francesca Smith and
Alan Wedderkopp

Agenda

1. Apologies

To receive any apologies for absence.

2. Minutes of the previous meeting of the Executive

To note the minutes of the previous meeting of the Shadow Executive held on 26th March 2019.

(Pages 5 - 8)

3. Declarations of Interest

To receive and note any declarations of disclosable pecuniary or prejudicial or personal interests in respect of any matters included on the agenda for consideration at this meeting.

(The personal interests of Councillors and Clerks of Somerset County Council, Town or Parish Councils and other Local Authorities will automatically be recorded in the minutes.)

4. Public Participation

The Chair to advise the Committee of any items on which members of the public have requested to speak and advise those members of the public present of the details of the Council's public participation scheme.

For those members of the public who have submitted any questions or statements, please note, a three minute time limit applies to each speaker and you will be asked to speak before Councillors debate the issue.

- | | |
|--|-------------------|
| 5. Allocation of Hinkley Point C s106 Tourist Information Centre Funds | (Pages 9 - 130) |
| 6. Local Plan Issues Document - Approval for Public Consultation | (Pages 131 - 158) |
| 7. District wide Local Plan: Local Development Scheme | (Pages 159 - 194) |
| 8. District wide Local Plan: New Member Steering Group - Nominations | (Pages 195 - 202) |
| 9. Statement of Community Involvement (SCI): Draft for Consultation | (Pages 203 - 242) |
| 10. Regeneration of Firepool | (Pages 243 - 260) |
| 11. Confidential Report - Commercial Asset Management
This item will likely to be considered after the exclusion of the press and public because of the likelihood that exempt information would otherwise be disclosed relating to paragraph 3 of part 1 of Schedule 12A of the Local Government Act 1972, relating to financial and business affairs of a person (including the authority holding that information). | (Pages 261 - 278) |
| 12. Executive Action Plan
To update the Executive on the progress of resolutions and recommendations from previous meetings of the Committee. | |
| 13. Executive Forward Plan
To receive items and review the Forward Plan. | (Pages 279 - 280) |



JAMES HASSETT
CHIEF EXECUTIVE

Please note that this meeting will be recorded. At the start of the meeting the Chair will confirm if all or part of the meeting is being recorded. You should be aware that the Council is a Data Controller under the Data Protection Act 2018. Data collected during the recording will be retained in accordance with the Council's policy. Therefore unless you are advised otherwise, by entering the Council Chamber and speaking during Public Participation you are consenting to being recorded and to the possible use of the sound recording for access via the website or for training purposes. If you have any queries regarding this please contact the officer as detailed above.

Members of the public are welcome to attend the meeting and listen to the discussions. There is time set aside at the beginning of most meetings to allow the public to ask questions. Speaking under "Public Question Time" is limited to 3 minutes per person in an overall period of 15 minutes. The Committee Administrator will keep a close watch on the time and the Chair will be responsible for ensuring the time permitted does not overrun. The speaker will be allowed to address the Committee once only and will not be allowed to participate further in any debate. Except at meetings of Full Council, where public participation will be restricted to Public Question Time only, if a member of the public wishes to address the Committee on any matter appearing on the agenda, the Chair will normally permit this to occur when that item is reached and before the Councillors begin to debate the item.

If an item on the agenda is contentious, with a large number of people attending the meeting, a representative should be nominated to present the views of a group. These arrangements do not apply to exempt (confidential) items on the agenda where any members of the press or public present will be asked to leave the Committee Room. Full Council, Executive, and Committee agendas, reports and minutes are available on our website: www.somersetwestandtaunton.gov.uk

The meeting room, including the Council Chamber at The Deane House are on the first floor and are fully accessible. Lift access to The John Meikle Room, is available from the main ground floor entrance at The Deane House. The Council Chamber at West Somerset House is on the ground floor and is fully accessible via a public entrance door. Toilet facilities, with wheelchair access, are available across both locations. An induction loop operates at both The Deane House and West Somerset House to enhance sound for anyone wearing a hearing aid or using a transmitter. For further information about the meeting, please contact the Governance and Democracy Team via email: governance@somersetwestandtaunton.gov.uk

If you would like an agenda, a report or the minutes of a meeting translated into another language or into Braille, large print, audio tape or CD, please email: governance@somersetwestandtaunton.gov.uk

Somerset West and Taunton Shadow Executive

Meeting of the Somerset West and Taunton Shadow Executive held in The John Meikle Room (JMR), The Deane House, Taunton on 26 March 2019 at 3 p.m.

Present: Councillor J Williams (Leader)
Councillors M Dewdney, R Habgood, A Hadley, S Pugsley, A Sully,
A Trollope-Bellew and J Warmington.

Officers: James Hassett (Chief Executive), Paul Fitzgerald (s151 Officer), Paul Harding (Strategy Specialist), Natalie Green (Clienting Officer), Neil Anderson (Strategy Specialist) and Marcus Prouse (Democracy and Governance Specialist).

Also present: Councillors P Berry and R Parrish.

55. Apologies for Absence

There were no apologies to note.

56. Minutes

The minutes of the meeting held on 11 February 2019 were affirmed as a correct record.

57. Declarations of Interest

Members present at the meeting declared the following personal interests in their capacity as a Member of a County, Parish or Town Council:

Name	Minute No.	Member of	Action Taken
Cllr A Trollope-Bellew	All	Crowcombe	Spoke and voted
Cllr J Warmington	All	B. Lydeard & Cothelstone	Spoke and voted

58. Public Participation

No member of the public requested to speak.

59. Statutory Appointments to the New Council

The purpose of the report was to ask the Shadow Executive to approve the appointments of the two professional Statutory Officers and note the position in relation to the Director.

RESOLVED (1) that Paul Fitzgerald be appointed as the Statutory Chief Finance Officer.

RESOLVED (2) that Amy Tregellas be appointed as the Monitoring Officer.

RESOLVED (3) that the appointment of Shirlene Adam as the Council's Executive Director and Deputy Chief Executive was noted.

60. Somerset Building Control Partnership Inter-Authority Agreement & Constitution

The purpose of the report was to consider the proposed revisions to the Somerset Building Control Partnership's membership for 2019/20 as a result of the dissolution of Taunton Deane Borough Council and West Somerset Council to create the new Somerset West and Taunton local authority. Although there were no proposed changes to the Inter-Authority Agreement (IAA) or constitution, the board membership would require an amendment.

Since 2014 the Somerset Building Control Partnership had improved working arrangements in building control across most of the County. In 2014, the partner authorities (comprising Mendip District Council, Sedgemoor District Council, Taunton Deane Borough Council and West Somerset Council) agreed to establish the Somerset Building Control Partnership as a Joint Committee with an Administering Authority. The Partner Authorities delegated responsibilities to the Joint Committee. A Joint Committee did not have a separate legal personality and as such was not able to hold contracts or employ staff.

Following the approval to the Structural Change Order, the Constitution and Inter Authority Agreement (IAA) has been reviewed. Legal Services had advised that an Addendum to the Partnership's Inter-Authority agreement and Constitution was not required, as the IAA contained details in respect of membership to the Committee and Board. The key revisions as a result of the creation of the new authority were:

- A revised membership of the Board to replace references to Taunton Deane and West Somerset councils with the new authority.
- The new authority would be entitled to two representatives.
- The Board membership would reduce from 8 members to 6 members (still reflecting two members per partner authority)
- Quorum requirements revised from four members to three members, with the requirement for at least one member from each of three (currently four) different Partner Authorities.

RESOLVED (1) that it was noted that with effect from 1 April 2019 the current Board and its membership (comprising four partner authorities) will comprise of three partner authorities.

RESOLVED (2) that delegated authority be granted to the Partnership's Treasurer in consultation with the Administering Authority's Monitoring Officer to update the Inter-Authority Agreement (IAA), as set out in Schedule 2 and Schedule 3, to reflect the various changes agreed previously by the Board.

RESOLVED (3) that delegated authority be granted to the Monitoring Officer

of the Administering Authority to take forward the above actions in conjunction with the partner authorities.

61. **Revised Corporate Equalities Objectives for the New Council**

The purpose of the report was to consider revised Corporate Equalities Objectives for the New Council.

The Corporate Equality Objectives 2016 - 2019 set out the council's aims on how it planned to meet its statutory duties with regard to the Equality Act 2010 and the public sector equality duty 2011 toward its service users, members and employees; and to promote equality and eliminate all forms of direct and indirect discrimination. Taunton Deane Borough Council (TDBC) and West Somerset Council (WSC) each had existing objectives which were due to end in April 2020. However, in order to protect the New Somerset West and Taunton Council (SWT) from any potential legal challenge it was essential to update these so that they were in place for the start of the New Council on the 1st of April 2019. At the time of adoption the intention was that these would be reviewed after 4 years. However, these were adopted before the possibility of having One Council was considered. It is therefore, now appropriate for the New Council to have its own Corporate Equality Objectives.

Following consultation with officers from the key functions within the Council it was proposed that SWT refresh the existing Corporate Equality Objectives to reflect changes to that have taken place in the local community and to represent the new Corporate Objectives of the new Council.

The refreshed Equality Objectives 1-4 were included in the report below with any amendments to the original objective shown in bold italics, together with the additional 5th Objective encompassing the Somerset Equality Officers Group (SEOG) recommended Objectives.

- Objective 1: Councillors and officers will fully consider the equality implications of all decisions they make.
- Objective 2: Those with protected characteristics feel empowered to contribute to the democratic process and any Council activity that affects them; their input is used to inform the planning and delivery of services.
- Objective 3: Communities with protected characteristics are able to access services in a reasonable and appropriate way.
- Objective 4: Actions are taken to identify and reduce any inequalities faced by our staff or our potential employees.
- Objective 5: To work in partnership to empower and enable communities to tackle identified inequalities including:
 - Improve the opportunities for integration and cohesion.
 - Improve understanding of mental health and access to support.
 - Work with the Gypsy and Traveller community to improve the provision of pitches.
 - Work with communities and voluntary sector groups to address inequalities experienced by low incomes families and individuals.

RESOLVED (1) that the Council adopted the refreshed Corporate Equality Objectives that now includes the SEOG Equalities Objectives that had been subject to extensive public consultation.

RESOLVED (2) that officers of the Council would work together to identify the actions that they would take to deliver the Objectives and that these would be reported back to Members through the usual Democratic process in the 2019/20 Municipal year.

RESOLVED (3) that officers work on a refreshed 'equalities policy', and that this would be reported to Members through the appropriate committee(s) during 2019/20.

(The meeting ended at 3.12 p.m.)

Executive – 18 June 2019

ALLOCATION OF Hinkley Point C S106 TOURIST INFORMATION CENTRE FUNDS

This matter is the responsibility of Somerset West and Taunton (SWT) Executive Cllr Habib Farbahi Lead Member for Asset Management and Economic Development

Report Author: Nicki Maclean

1 Executive Summary / Purpose of the Report

- 1.1 To consult with Council on a suggested approach for allocating Hinkley Point C (HPC) Section 106 funds for Tourist Information Centres (TIC) for the next 3 years - 2019/20, 2020/21 and 2021/22.

2 Recommendations

- 2.1 To recommend the allocation of £72,000 of Hinkley Point C (HPC) Section 106 funding over three years to the three West Somerset based Tourist Information Centres (TIC) in Minehead, Watchet and Porlock that are identified to receive allocations under the Development Consent Order (DCO) Agreement.

3 Risk Assessment (if appropriate)

Risk Matrix

Description	Likelihood	Impact	Overall
<p>Negative perception, damage to Council reputation and loss of S106 funding: Without support there will be a decline in tourism information services, which will lead to a lack of quality information for tourism businesses and customers at a time when the construction period of the HPC project could have a negative impact on the perceptions of the area. A lack of support could also be damaging to the reputation of the Council amongst local communities, where TIC's are highly regarded. Another side effect would be that EDF could also seek to claim back Section 106 funding, as per the DCO agreement.</p>	5	4	20

Mitigating the risks: <i>Putting in place Service Level Agreements with TIC's to provide good levels of service and information to visitors and businesses will significantly lessen the likelihood and impact of negative perceptions of the area.</i>	3	3	9
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Risk Scoring Matrix

Likelihood	5	Almost Certain	Low (5)	Medium (10)	High (15)	Very High (20)	Very High (25)
	4	Likely	Low (4)	Medium (8)	Medium (12)	High (16)	Very High (20)
	3	Possible	Low (3)	Low (6)	Medium (9)	Medium (12)	High (15)
	2	Unlikely	Low (2)	Low (4)	Low (6)	Medium (8)	Medium (10)
	1	Rare	Low (1)	Low (2)	Low (3)	Low (4)	Low (5)
			1	2	3	4	5
			Negligible	Minor	Moderate	Major	Catastrophic
Impact							

Likelihood of risk occurring	Indicator	Description (chance of occurrence)
1. Very Unlikely	May occur in exceptional circumstances	< 10%
2. Slight	Is unlikely to, but could occur at some time	10 – 25%
3. Feasible	Fairly likely to occur at same time	25 – 50%
4. Likely	Likely to occur within the next 1-2 years, or occurs occasionally	50 – 75%
5. Very Likely	Regular occurrence (daily / weekly / monthly)	> 75%

4 Background and Full details of the Report

4.1 Role and Responsibilities of Tourism Information Services

4.1.1 Tourism Information Centres (TIC) are the 'eyes and ears' of tourism intelligence across the area. They are a front-line service, and via their tried and trusted relationships with tourism providers and visitors are aware of visitor trends, opportunities and threats well in advance of any statistical analysis.

4.1.2 The role of tourism information services has changed considerably over the past decade.

The growth of the internet, and other modernised tourism marketing models, has minimised the role that the TIC has in supporting the consumer to research their holiday destination in advance of prior bookings. However, it still has significant strength in supporting visitors once they have arrived within a destination, and helping to support accommodation providers and other key attractions in being an integral part of place based marketing and promotion. Information Centres, also traditionally provide a range of services for the local community as well.

4.1.3 In respect of the Hinkley Point C Project, information services have a pivotal role in:

- Acquiring first-hand information in relation to any 'issues' that are impacting on tourism visits and spend, and rapidly relaying that information to local authorities.
- Providing an important and vital conduit to businesses in terms of the dissemination of information / messages / alerts.
- Establishing an important resource to Hinkley Point C Construction Workers and their families, in helping to promote the area and provide information for recreational opportunities.
- Delivering key aspects of the Hinkley Tourism Action Partnership (HTAP) plan, such as providing travel information, supporting PR activity, and assisting projects that have arisen from the HTAP Strategy or Coastal Community team local economic plans.
- Helping to maintain a positive perception of the area in supporting visitors and businesses in finding accommodation and things to do, whilst the potentially negative impacts of Hinkley Point C take place (e.g. increased traffic slowing journeys through Bridgwater, visual impact from Quantock Hills).

4.2 Tourism Information Centre Delivery

4.2.1 Support for the three tourist information centres in Minehead, Watchet and Porlock, is delivered via service level agreements that set out the key tasks and outputs expected of each in return for funding. The scope of these agreements relates to

the size and scale of the TIC capacity for delivery against the amount of funding awarded.

Minehead Information Centre is located in the area's key seaside town, employs professional TIC staff, delivers a comprehensive service and has a responsibility for promoting the wider district.

Porlock Visitor Centre employs professional and volunteer staff in providing an all year round opening service. Porlock also has a responsibility for promoting the National Park, and receives additional annual funding from the Park Authority.

Watchet Tourist Information - employs professional and volunteer staff, and is now located in the Town's Boat Museum. Staff at the Centre have expressed a willingness to lead on social media training and implementation across the three TIC's.

The table below sets out the tasks and outputs for each TIC which will be commensurate with funding levels awarded to each TIC.

Task	By when	Targets / Outputs
Maintain and upkeep tourism industry database (Minehead TIC only)	Ongoing	Fully up-to-date database which includes District wide information
Collect intelligence / information and evidence in respect of the impacts of the HPC project, and establish a communications strategy for the rapid dissemination of information. <i>This is a vital part of the service – to ensure that the MIC receives up-to-date information in respect of traffic congestion or other issues, and is able to communicate this to tourism providers, and support them with tactics for ensuring that customers visiting the area are not significantly disadvantaged.</i>	Ongoing	Compile 12 e-newsletters per year (Minehead TIC only) Disseminate Hinkley related travel information when required potentially provided by Somerset CC (Minehead / Watchet) Using social media platforms as frequently as required to disseminate all travel information when arises to contacts and via twitter (Minehead & Watchet)
Delivery of specific HTAP projects including Ambassador Scheme (Minehead TIC)	Ongoing	TIC to assist with assessment of volunteers Facilitate ambassador scheme from centre -Take bookings, keep records and volunteer contact information, store kit and administer any voluntary donations received

Implement Social Media strategy development and training across the 3 TICs	Ongoing	Continue to contribute and develop content in line with SM strategy plan for all platforms. Ongoing training in social media to enable development of Minehead / Watchet / Porlock social media channels
Improving increased Visitor Services (Minehead / Watchet)	Ongoing	Aim to maximise opening hours throughout the summer season. Aim to provide a consistent service throughout the winter months.
Growing the capacity of Minehead / Watchet Information Centres	Year on year	5% increase in income 5% increase in unique website visits
TIC Manager to attend quarterly update meetings (convened by SWT)	Ongoing	Up to 4 meetings per year Monthly update/ liaison with nominated SWT Officer

4.3 **Section 106 Allocations**

- 4.3.1 Both the S106 Agreements for Site Preparation Works (SPW) and Development Consent Order (DCO) made provision for allocations to TICs. The SPW allocation was for £200,000 and was shared with Sedgemoor and Somerset County Councils (The West Somerset Council reports of November 2016 and July 2018 details all previous allocations and are attached as Appendix A and B)

However in summary DCO makes provision over 4 separate allocations of £40,000 plus indexation totalling £160,000 plus indexation (Total is £178,718.89) specifically for TIC's in Minehead, Watchet and Porlock. To date £38,350.67 of that has been committed.

4.4 **Proposed allocations for 2019/20, 2020/21 and 2021/22**

- 4.4.1 The following allocations for TIC's over the next 3 years are proposed:

2019/20

Centre	Allocation
Minehead	£12,000
Watchet	£10,000
Porlock	£4,000

2020/21

Centre	Allocation
Minehead	£11,000
Watchet	£9,000
Porlock	£4,000

2021/22

Centre	Allocation
Minehead	£10,000
Watchet	£8,000
Porlock	£4,000

The allocations reflect the scale of activity undertaken by the respective Centres in line with the activity that is outlined within the Service Level Agreements. It should be noted that both Minehead and Watchet Centres open more hours throughout the year, are closer to Hinkley Point C and are tasked with additional requirements via Hinkley Tourism Action Partnership. The Porlock Centre is also an important resource for the areas tourism industry, not least because of its location within Exmoor National Park. Therefore, it is considered justifiable to utilise HPC funds to match Exmoor National Park's annual contribution.

5 Links to Corporate Aims / Priorities

- 5.1 In terms of the Council's broad priorities for People, Place and Prosperity, this proposal will impact on the following:

People: Improved health and well being

Place: Improved infrastructure to support communities

Prosperity: Attracted and enabled investment, innovation, growth and tourism

- 5.2 Tourist Information Centres play a key role in local communities, supporting day and staying visitors to enjoy the area. This could include visitors from other parts of the district, and benefiting local people with information. They play a key role in promoting the area, use of green space and visiting local businesses. They are regarded as key piece of supporting infrastructure from which the communities can support visitors and grow interest in the area.
- 5.3 Via service level agreements centres will be tasked with supporting PR activity and communicating messages with the industry and visitors via newsletters. This could include promoting the area or providing up to date travel information about congestion on the roads. Centres will also be tasked with supporting the Hinkley Tourism Action Partnership in making improvements to the visitor experience, including supporting the new local ambassador guided walks scheme and improving skills, such as social media and welcoming international visitors via training.

6 Finance / Resource Implications

- 6.1 This proposal, if approved, will have no impact on Somerset West and Taunton Council General Fund as it is funded entirely from the s106 funding from Hinkley Point C. The project complies with Schedule 4 of the Development Consent Order (DCO) agreement (Economic Development & Tourism) heading. The agreements specifically dictate that the allocations are to be spent on supporting Tourist Information Centres in Minehead, Watchet and Porlock, to help them mitigate the impact that Hinkley Point C (HPC) will have on Tourism. All of the spending on this proposal is revenue spending therefore it will have no impact on the Council's capital programme.

Under the DCO funding agreement, we have received 4 x £40,000 Instalments plus Indexation. Currently, there is a balance of £139,318.22 unallocated in the DCO. The balance takes into account previous allocations agreed by Council:

- £10,352 allocated during 2017/18 (as agreed by West Somerset Council in November 2016)
- £28,000 allocated during 2018/19 (as agreed by West Somerset Council in July 2018)

This proposal for the three allocations totals £72,000. After this period it leaves £67,318.22 for further allocations to be determined post peak of construction.

- 6.2 Decisions regarding allocation from this fund must go through Somerset West and Taunton Council's decision making process.

7 Legal Implications (if any)

- 7.1 The Hinkley Point C DCO Section 106 is a legal document, therefore allocations need to reflect those requirements.

8 Environmental Impact Implications (if any)

- 8.1 Local delivery of information services through local tourist information centres enables a reduction in carbon emissions as no transport requirements are needed.

9 Safeguarding and/or Community Safety Implications (if any)

- 9.1 Not applicable.

10 Equality and Diversity Implications (if any)

- 10.1 All service level agreements emphasise the need for tourist information centres to operate good equality, diversity and bullying at work policies.

11 Social Value Implications (if any)

11.1 Not applicable.

12 Partnership Implications (if any)

12.1 Each service level agreement is set up with the organisation responsible for the tourist information service in the town or village. The work involves close partnership to deliver and achieve tasks and outputs. The service level agreements set out how each partner will work with the other in order to achieve shared goals, as well as how to deal with issues and risks. This includes the paying back of funds allocated if tasks and outputs are not achieved to the satisfaction of Somerset West and Taunton Council officers.

13 Health and Wellbeing Implications (if any)

13.1 Tourist information centres play an important role in the community in providing advice and help to local people in respect of information on events, things to do, travel and local amenities. Centres promote walks and active tourism opportunities, as well as provide volunteer opportunities.

14 Asset Management Implications (if any)

14.1 There are no asset related issues.

15 Consultation Implications (if any)

15.1 Up to date service level agreement reports and conversations with individual tourist information centres have helped to refine the content of this report.

16 Scrutiny Comments / Recommendation(s) (if any)

16.1 None.

Democratic Path:

- **Scrutiny / Corporate Governance or Audit Committees – No**
- **Cabinet/Executive – Yes** (delete as appropriate)
- **Full Council – No**

Reporting Frequency: **Once only** **Ad-hoc** **Quarterly**

Twice-yearly Annually

Appendix A – WSC Council Report November 2016

Appendix B – WSC Cabinet Report July 2018

Contact Officers

Name	Nicki Maclean
Direct Dial	01984 600189
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Name	Robert Downes
Direct Dial	01984 600190
Email	r.downes@somersetwestandtaunton.gov.uk

Report Number: For West Somerset Council Use

West Somerset Council

Council – 23 November 2016

ALLOCATION OF HPC S106 TOURIST INFORMATION CENTRE FUNDS

This matter is the responsibility of Cabinet Member Cllr Karen Mills Lead Member for Economic Regeneration & Tourism

Report Author: Corinne Matthews Economic Regeneration & Tourism Manager

1 Executive Summary / Purpose of the Report

- 1.1 To consult with Council on a suggested approach for allocating Hinkley Point C Section 106 funds for Tourist Information Centres during 2016-18.
- 1.2 To consult with Council on a suggested approach for commissioning tourist information services in Watchet.

2 Recommendations

- 2.1 To recommend to Council the allocation of £71,000 from HPC S106 allocations for tourist information centres. This includes the remaining funds of £60,649.33 from the Site Preparation Works agreement, and part of the funds of £10,350.67 from the first Development Consent Order Works agreement. Staggered payments would be made in line with service level agreements with centres, which total:-
 - (a) £48,000 to West Somerset Council for the purposes of supporting Minehead, Porlock and Watchet tourist information services for two financial years in 2016/17 and 2017/18.
 - (b) £23,000 to Sedgemoor District Council for the purposes of supporting Burnham-on-Sea, Cheddar and Bridgwater tourist information services in 2016/17.
- 2.2 To advertise to the community of Watchet for a service provider for tourism information services and to delegate the commissioning of the service to the Lead Member for Economic Regeneration & Tourism and the Economic Regeneration Manager in line with a provider satisfying the requirements of the service level agreement as detailed in paragraph 4.2.

- 2.3 To advise Somerset County Council that their proposed allocation of £10,000 set aside from the 2015/16 approval process will revert to the Hinkley Tourism Action Partnership fund, unless claimed by 31 March 2017.

3 Risk Assessment (if appropriate)

Risk Matrix

Description	Likelihood	Impact	Overall
Without support there will be a decline in tourism information services, which will lead to a lack of quality information for tourism businesses and customers at a time when the construction period of the HPC project could have a negative impact on the perceptions of the area.	5	4	20
<i>Putting in place Service Level Agreements with TIC's to provide good levels of service and information to visitors and businesses will significantly lessen the likelihood and impact of negative perceptions of the area.</i>	3	3	9

Risk Scoring Matrix

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Impact							

Likelihood of risk occurring	Indicator	Description (chance of occurrence)
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2. Slight	Is unlikely to, but could occur at some time	10 – 25%
3. Feasible	Fairly likely to occur at same time	25 – 50%

4. Likely	Likely to occur within the next 1-2 years, or occurs occasionally	50 – 75%
5. Very Likely	Regular occurrence (daily / weekly / monthly)	> 75%

4 Background and Full details of the Report

4.1 Role and Responsibilities of Tourism Information Services

4.1.1 Tourism information centres (TIC) are the ‘eyes and ears’ of tourism intelligence across the area. They are a front-line service, and via their tried and trusted relationships with tourism providers and visitors are aware of visitor trends, opportunities and threats well in advance of any statistical analysis.

4.1.2 The role of tourism information services has changed considerably over the past decade. The growth of the internet, and other modernised tourism marketing models, has minimised the role that the TIC has in supporting the consumer to research their holiday destination in advance of prior bookings. However, it still has significant strength in supporting visitors once they have arrived within a destination, and helping to support accommodation providers and other key attractions in being an integral part of place based marketing and promotion. Information Centres, also traditionally provide a range of services for the local community as well.

4.1.3 In respect of the HPC Project, information services have a pivotal role in:

- Acquiring first-hand information in relation to any ‘issues’ that are impacting on tourism visits and spend, and rapidly relaying that information to local authorities.
- Providing an important and vital conduit to businesses in terms of the dissemination of information / messages / alerts.
- Establishing an important resource to HPC Construction Workers and their families, in helping to promote the area and provide information for recreational opportunities.
- Delivering key aspects of the Hinkley Tourism Action Plan, such as providing travel information, supporting PR activity, and assisting projects like coach friendly towns and local ambassador schemes.

4.2 Specific West Somerset Service Delivery

4.2.1 Support for the three tourist information centres in Minehead, Watchet and Porlock, is delivered via service level agreements that set out the key tasks and outputs expected of each in return for funding. The scope of these agreements relates to the size and scale of the TIC capacity for delivery against the amount of funding awarded. Previously this has meant that more has been expected of Minehead than Watchet or Porlock.

Minehead Information Centre is located in the area's key seaside town, employs professional TIC staff, delivers all year round opening hours and has a responsibility for promoting the wider district.

Porlock Visitor Centre employs professional and volunteer staff in providing an all year round opening service. Porlock also has a responsibility for promoting the National Park, and receives additional annual funding from the Park Authority.

Watchet Tourist Office provides a summer only service completely staffed by volunteers, and up until 2016, was supported by Watchet Town Council.

4.2.2 Now that the HPC project has started in earnest, and significant investment has been made in the Boat Museum and new Visitor Centre, it is time to review service delivery in Watchet. The new centre is proposing all year round opening hours and professional staff with social media skills. This provides a crucial opportunity to strengthen visitor information services in both the district, and in a town that has already been impacted by the development of HPC. Watchet could help to spread the load with Minehead, speeding up information flows and utilising more communication channels to support the work of the Hinkley Tourism Action Partnership, as well as engaging more directly with businesses and in creating positive perceptions of the area with visitors. Therefore, it is recommended that an approach is made to the community of Watchet to commission a more robust information service in the town.

4.2.3 Minehead will continue to be the district's main TIC, not least because of the strong working relationship that has been established with them during the past four years and key activity they have been requested to deliver, which includes the monthly co-ordination of the district's tourism newsletter, a key communications tool. Going forward, all TIC's, to a lesser or greater extent depending on their scale of funding, would be expected to support HPC specific activity, as set out in 4.1.3, as well in:

- Supporting the promotion of Minehead / Watchet / Porlock and the district.
- Exploring income generating activity (that is in keeping with the TIC function) to ensure continued sustainability of the service.

The table below sets out the tasks and outputs for each TIC which will be commensurate with funding levels got each TIC.

Task	By when	Targets / Outputs
Maintain and upkeep tourism industry database (Minehead TIC only)	Ongoing	Fully up-to-date database which includes District wide information

<p>Collect intelligence / information and evidence in respect of the impacts of the HPC project, and establish a communications strategy for the rapid dissemination of information. <i>This is a vital part of the service – to ensure that the MIC receives up-to-date information in respect of traffic congestion or other issues, and is able to communicate this to tourism providers, and support them with tactics for ensuring that customers visiting the area are not significantly disadvantaged.</i></p>	<p>Ongoing</p>	<p>Compile 12 e-newsletters per year (Minehead TIC only)</p> <p>Disseminate Hinkley related travel information when required potentially provided by Somerset CC (Minehead / Watchet)</p> <p>Using social media platforms as frequently as required to disseminate all travel information when arises to contacts and via twitter (Minehead & Watchet)</p>
<p>Delivery of specific HTAP projects including Ambassador Scheme (Minehead TIC running pilot scheme, if successful likely to be rolled out to Watchet and Porlock)</p>	<p>By July 2017</p>	<p>TIC to assist with assessment of volunteers</p> <p>Facilitate ambassador scheme from centre -Take bookings, keep records and volunteer contact information, store kit and administer any voluntary donations received</p>
<p>Attend Social Media development training and any other training initiatives that might arise to benefit the TIC function</p>	<p>Ongoing when available</p>	<p>One day of training in social media to enable development of Minehead / Watchet social media channels</p> <p>Contribute or develop content strategy plan for all platforms.</p>
<p>Improving increased Visitor Services (Minehead / Watchet)</p>	<p>Ongoing</p>	<p>Aim to maximise opening hours throughout the summer season.</p> <p>Aim to provide a consistent service throughout the winter months.</p>
<p>Growing the capacity of Minehead / Watchet Information Centres</p>	<p>By the end of August 2017</p>	<p>5% increase in income</p> <p>5% increase in unique website visits</p>
<p>TIC Manager to attend quarterly update meetings of WS TIC Managers (convened by WSC)</p>	<p>Ongoing</p>	<p>Up to 4 meetings per year</p> <p>Monthly update/ liaison with nominated WSC Officer</p>

4.3 **Section 106 Allocations**

- 4.3.1 The HPC Site Preparation Works (SPW) S106 made a total of £200,000 available for tourist information centre support across the three local authorities in the agreement

Appendix A

(West Somerset / Sedgemoor District Councils and Somerset County Council). The payments have been phased with West Somerset Council having access to the first tranche of £50K, the second tranche became available in May 2014 and was distributed across the three authorities. The third and final tranche became available in May 2015 and totalled £100,000. Indexation took the total figure to £210,699.33.

4.3.2 Last year, due to the uncertainty related to EDF Energy making their final investment decision, it was agreed amongst local authorities to utilise approximately half of the allocation available, to ensure that resource remained in place for continued support. Therefore, as described in paragraph 2.1 a sum of £60,649.33 remains unallocated from the SPW S106.

4.3.3 To date a total of £150,050 of has been approved and allocated by West Somerset Council. The following table provides details as to how this has been done:

Financial Year	Centre	Amount
2012/13	Minehead IC	£28,000.00
	Porlock IC	£4,000.00
	Watchet IC	£750.00
Total 2012/13		£32,750.00
2013/14	Minehead IC	£12,950.00
	Porlock IC	£3,600.00
	Watchet IC	£750.00
Total 2013/14		£17,300.00
2014 /15	Minehead IC	£15,000.00
	Porlock IC	£4,000.00
	Watchet IC	£1,000.00
	Burnham IC	£15,000.00
	Somerset Visitor Centre	£15,000.00
Total 2014/15		£50,000.00
2015/16	Minehead	£15,000.00
	Porlock	£4,000.00
	Watchet	£1,000.00
	Sedgemoor DC	£20,000.00
	Somerset CC	£10,000.00
Total 2015/16		£50,000.00
Total S106 drawn down to date		£150,050.00

4.3.4 Now that the HPC Project has triggered the Development Consent Order (DCO) S106 agreement, a further £160k becomes available for sole use by West Somerset Council in supporting tourist information Centres. The first of four annual £40k payments was made to West Somerset Council in May 2016.

4.4 Proposed allocations for 2016/17 and 2017/18

4.4.1 The tourism officers of West Somerset and Sedgemoor Councils have undertaken a review of the existing service level agreements in place with the tourist information

centres and have gained an understanding of performance and individual financial circumstances. Significant investment has been given to Minehead Information Centre in recent times, and it is recommended that this time £12.5k per annum should be allocated. Porlock Visitor Centre should continue with £4k per annum matching Exmoor National Park Authority input, while a new potential service in Watchet requires initial investment of £10k per annum. For Minehead and Porlock the recommendation is for two years of payments from April 2016 to March 2018. Watchet requires support from October 2016 to March 2018. The total contribution requested is for £48,000.

- 4.4.2 Sedgemoor District Council has examined the wider impact of the site preparation works on the towns of Bridgwater and Cheddar and have proposed that the support for visitor services in Sedgemoor extends to these areas as well as Burnham-on-Sea. They have requested a sum of £23,000 to support these three Centres in 2016/17.
- 4.4.3 Together the two allocations total £71,000. It is proposed to utilise the £60,649.33 remaining in the Site Preparation Section 106 agreement for tourist information centres, as described in 2.1 and 4.3.2, along with a small allocation of £10,350.67 from the first £40k DCO payment made in May 2016, and described in 4.3.3.
- 4.4.4 In addition, members may be aware that Somerset County Council closed the Somerset Visitor Centre, located at Sedgemoor Services on the M5 in 2015. Last year SCC told us that they intended to install digital information points at key strategic locations throughout the County, and were working up a costed business plan. Members approved the recommendation to reserve up to a maximum of £10,000 of the 2015/16 allocation and delegate the approval process of releasing the funds to the Hinkley Tourism Action Partnership. SCC have yet to provide a proposal, and it is suggested that a deadline is imposed for the receipt of the proposal of March 31 2017, and if none is received the £10,000 is diverted to the HTAP main fund and allocated to County wide activity.

5 Links to Corporate Aims / Priorities

- 5.1 The Council's second key theme around Business & Enterprise aims to 'Support and promote West Somerset's vital tourism and agricultural sectors', as well as 'Maximise the local economic benefits from Hinkley Point C'.
- 5.2 The third key theme around Our Place & Infrastructure also aims to 'Mitigate negative impacts on the community from the construction phase of Hinkley Point C'.
- 5.3 Support for tourist information centres across West Somerset will help in achieving both key aims. Via service level agreements centres will be tasked with supporting PR activity and communicating messages with the industry and visitors via newsletters. This could include promoting the area or providing up to date travel information about congestion on the roads. Centres will also be tasked with supporting the Hinkley Tourism Action Partnership in making improvements to the visitor experience, including supporting the new local ambassador guided walks scheme and improving skills, such as social media and welcoming international visitors via training.

6 Finance / Resource Implications

- 6.1 This proposal, if approved, will have no impact on West Somerset Council General Fund as it is funded entirely from the s106 funding from Hinkley Point C. The project complies with Schedule 15 of the SPW agreement (Tourism) and Schedule 4 of the DCO agreement (Economic Development & Tourism) heading. The agreements specifically dictate that the allocations are to be spent on supporting Tourist Information Centres, to help them mitigate the impact that Hinkley Point C will have on Tourism. All of the spending on this proposal is revenue spending therefore it will have no impact on the Council's capital programme.
- 6.2 If approved, it will allocate all the remaining funding (£60,649.33) from the SPW agreement for the Tourist Information Centre. The remainder will come from the DCO funding. So far, the Council has received the first of four instalments, which was payable on the transition date (31st May 2016). The first instalment was £42,611.18. If the £10,350.67 is approved, the amount remaining from the first instalment will be £32,260.51.
- 6.3 The other three instalments, under the DCO agreement, are payable on the third, fourth and fifth anniversary of the start of SPW phase 2 (6th May 2017, 2018 and 2019). It is currently estimated that after indexation these three payments will total around £135k.
- 6.4 Decisions regarding allocation from this fund must go through West Somerset Council's decision making process. The process for this approval will go via Full Council as the total amount is above £25,000.

7 Legal Implications (if any)

- 7.1 Not applicable.

8 Environmental Impact Implications (if any)

- 8.1 Local delivery of information services through local tourist information centres enables a reduction in carbon emissions as no transport requirements are needed.

9 Safeguarding and/or Community Safety Implications (if any)

- 9.1 Not applicable.

10 Equality and Diversity Implications (if any)

- 10.1 All service level agreements emphasise the need for tourist information centres to operate good equality, diversity and bullying at work policies.

11 Social Value Implications (if any)

11.1 Not applicable.

12 Partnership Implications (if any)

12.1 Each service level agreement is set up with the organisation responsible for the tourist information service in the town or village. The work involves close partnership to deliver and achieve tasks and outputs. The service level agreements set out how each partner will work with the other in order to achieve shared goals, as well as how to deal with issues and risks. This includes the paying back of funds allocated if tasks and outputs are not achieved to the satisfaction of West Somerset Council officers.

13 Health and Wellbeing Implications (if any)

13.1 Tourist information centres play an important role in the community in providing advice and help to local people in respect of information on events, things to do, travel and local amenities. Centres promote walks and active tourism opportunities, as well as provide volunteer opportunities.

14 Asset Management Implications (if any)

14.1 There are no asset related issues, other than to remind members that the building the Watchet Tourist Office operates from is owned by West Somerset Council.

15 Consultation Implications (if any)

15.1 Up to date service level agreement reports and conversations with individual tourist information centres have helped to refine the content of this report.

16 Scrutiny Comments / Recommendation(s) (if any)

16.1 None yet.

Democratic Path:

- **Scrutiny / Corporate Governance or Audit Committees – Yes / No** (delete as appropriate)
- **Cabinet/Executive – Yes / No** (delete as appropriate)

- **Full Council – Yes / No** (delete as appropriate)

Reporting Frequency: **Once only** **Ad-hoc** **Quarterly**

Twice-yearly **Annually**

Contact Officers

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Report Number: For West Somerset Council Use

West Somerset Council

Cabinet – 11th July 2018

ALLOCATION OF HPC S106 TOURIST INFORMATION CENTRE FUNDS

This matter is the responsibility of Cabinet Member Cllr Andrew Hadley Lead Member for Economic Regeneration & Tourism

Report Author: Corinne Matthews Economic Regeneration & Tourism Manager

1 Executive Summary / Purpose of the Report

- 1.1 To consult with Council on a suggested approach for allocating Hinkley Point C Section 106 funds for Tourist Information Centres for 2018/19
- 1.2 To consult with Council on a suggested approach for post 2018/19 allocations

2 Recommendations

- 2.1 To recommend to Council the allocation of £28,000 from HPC S106 allocations for tourist information centres from the Development Consent Order Works Agreement that makes allowance of £160,000 with the details in respect of drawdown outlined in paragraph 6.1

Staggered payments to be made in line with service level agreements with individual centres, which total £28,000 for the purposes of supporting Minehead, Porlock and Watchet tourist information services for the financial years 2018/19

- 2.2 To request the Hinkley Tourism Action Partnership to undertake a strategic review of the TIC allocations post April 2019, taking into account the tourism priorities of the three Coastal Community Teams that operate in Minehead, Watchet and Porlock as well as the individual requirements of the Centres.

3 Risk Assessment (if appropriate)

Risk Matrix

Description	Likelihood	Impact	Overall
Without support there will be a decline in tourism information services, which will lead to a lack of quality information for tourism businesses and customers at a time when the construction period of the HPC project could have a negative impact on the perceptions of the area.	5	4	20

<i>Putting in place Service Level Agreements with TIC's to provide good levels of service and information to visitors and businesses will significantly lessen the likelihood and impact of negative perceptions of the area.</i>	3	3	9
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Risk Scoring Matrix

Likelihood	5	Almost Certain	Low (5)	Medium (10)	High (15)	Very High (20)	Very High (25)
	4	Likely	Low (4)	Medium (8)	Medium (12)	High (16)	Very High (20)
	3	Possible	Low (3)	Low (6)	Medium (9)	Medium (12)	High (15)
	2	Unlikely	Low (2)	Low (4)	Low (6)	Medium (8)	Medium (10)
	1	Rare	Low (1)	Low (2)	Low (3)	Low (4)	Low (5)
			1	2	3	4	5
			Negligible	Minor	Moderate	Major	Catastrophic
Impact							

Likelihood of risk occurring	Indicator	Description (chance of occurrence)
1. Very Unlikely	May occur in exceptional circumstances	< 10%
2. Slight	Is unlikely to, but could occur at some time	10 – 25%
3. Feasible	Fairly likely to occur at same time	25 – 50%
4. Likely	Likely to occur within the next 1-2 years, or occurs occasionally	50 – 75%
5. Very Likely	Regular occurrence (daily / weekly / monthly)	> 75%

4 Background and Full details of the Report

4.1 Role and Responsibilities of Tourism Information Services

4.1.1 Tourism information centres (TIC) are the ‘eyes and ears’ of tourism intelligence across the area. They are a front-line service, and via their tried and trusted relationships with tourism providers and visitors are aware of visitor trends, opportunities and threats well in advance of any statistical analysis.

4.1.2 The role of tourism information services has changed considerably over the past decade.

The growth of the internet, and other modernised tourism marketing models, has minimised the role that the TIC has in supporting the consumer to research their holiday destination in advance of prior bookings. However, it still has significant strength in supporting visitors once they have arrived within a destination, and helping to support accommodation providers and other key attractions in being an integral part of place based marketing and promotion. Information Centres, also traditionally provide a range of services for the local community as well.

4.1.3 In respect of the HPC Project, information services have a pivotal role in:

- Acquiring first-hand information in relation to any 'issues' that are impacting on tourism visits and spend, and rapidly relaying that information to local authorities.
- Providing an important and vital conduit to businesses in terms of the dissemination of information / messages / alerts.
- Establishing an important resource to HPC Construction Workers and their families, in helping to promote the area and provide information for recreational opportunities.
- Delivering key aspects of the Hinkley Tourism Action Plan, such as providing travel information, supporting PR activity, and assisting projects that have arisen from the HTAP Strategy or Coastal Community team local economic plans.

4.2 **Tourism Information Centre Delivery**

4.2.1 Support for the three tourist information centres in Minehead, Watchet and Porlock, is delivered via service level agreements that set out the key tasks and outputs expected of each in return for funding. The scope of these agreements relates to the size and scale of the TIC capacity for delivery against the amount of funding awarded.

Minehead Information Centre is located in the area's key seaside town, employs professional TIC staff, delivers all year round opening hours and has a responsibility for promoting the wider district.

Porlock Visitor Centre employs professional and volunteer staff in providing an all year round opening service. Porlock also has a responsibility for promoting the National Park, and receives additional annual funding from the Park Authority.

Watchet Tourist Information - employs professional and volunteer staff, and is now located in the Town's Boat Museum. Staff at the Centre have expressed a willingness to lead on social media training and implementation across the three CCTs.

The table below sets out the tasks and outputs for each TIC which will be commensurate with funding levels got each TIC.

APPENDIX B

Task	By when	Targets / Outputs
Maintain and upkeep tourism industry database (Minehead TIC only)	Ongoing	Fully up-to-date database which includes District wide information
<p>Collect intelligence / information and evidence in respect of the impacts of the HPC project, and establish a communications strategy for the rapid dissemination of information.</p> <p><i>This is a vital part of the service – to ensure that the MIC receives up-to-date information in respect of traffic congestion or other issues, and is able to communicate this to tourism providers, and support them with tactics for ensuring that customers visiting the area are not significantly disadvantaged.</i></p>	Ongoing	<p>Compile 12 e-newsletters per year (Minehead TIC only)</p> <p>Disseminate Hinkley related travel information when required potentially provided by Somerset CC (Minehead / Watchet)</p> <p>Using social media platforms as frequently as required to disseminate all travel information when arises to contacts and via twitter (Minehead & Watchet)</p>
Delivery of specific HTAP projects including Ambassador Scheme (Minehead TIC)	On-going	<p>TIC to assist with assessment of volunteers</p> <p>Facilitate ambassador scheme from centre -Take bookings, keep records and volunteer contact information, store kit and administer any voluntary donations received</p>
Facilitate Social Media strategy development and training across the 3 TICs (Watchet TIC)	By Autumn 2019	<p>Contribute or develop content strategy plan for all platforms. Minimum of three days of training in social media to enable development of Minehead / Watchet / Porlock social media channels</p>
Improving increased Visitor Services (Minehead / Watchet)	Ongoing	<p>Aim to maximise opening hours throughout the summer season. Aim to provide a consistent service throughout the winter months.</p>
Growing the capacity of Minehead / Watchet Information Centres	March 2019	<p>5% increase in income 5% increase in unique website visits</p>
TIC Manager to attend quarterly update meetings of WS TIC Managers (convened by WSC)	Ongoing	<p>Up to 4 meetings per year Monthly update/ liaison with nominated WSC Officer</p>

4.3 Section 106 Allocations

4.3.1 Both the S106 Agreements for SPW and DCO made provision for allocations to TICs. The SPW allocation was for £200,000 and was shared with Sedgemoor and Somerset County Councils (The Council report of November 2016 details all previous allocations) The full detail of DCO TIC amounts is detailed in Paragraph 6.1. However in summary DCO makes provision over 4 separate allocations of £40,000 totalling £160,000 specifically for West Somerset TICs. To date £10,352 of that has been committed.

4.4 Proposed allocations for 2018/19

4.4.1 The following allocations are proposed for the individual Centres

Centre	Allocation
Minehead	£12,500
Watchet	£11,500
Porlock	£4,000

The allocations reflect the scale of activity undertaken by the respective Centres in line with the activity that is outlined within the Service Level Agreements. It should be noted that both Minehead and Watchet Centres open all year round, are closer to HPC and are tasked with additional requirements via HPTA. The Porlock Centre is also an important resource for the West Somerset tourism industry, not least because of its location within Exmoor National Park. Therefore, it is considered justifiable to utilise HPC funds to match Exmoor National Park's annual contribution.

5 Links to Corporate Aims / Priorities

5.1 The Council's second key theme around Business & Enterprise aims to 'Support and promote West Somerset's vital tourism and agricultural sectors', as well as 'Maximise the local economic benefits from Hinkley Point C'.

5.2 The third key theme around Our Place & Infrastructure also aims to 'Mitigate negative impacts on the community from the construction phase of Hinkley Point C'.

5.3 Support for tourist information centres across West Somerset will help in achieving both key aims. Via service level agreements centres will be tasked with supporting PR activity and communicating messages with the industry and visitors via newsletters. This could include promoting the area or providing up to date travel information about congestion on the roads. Centres will also be tasked with supporting the Hinkley Tourism Action Partnership in making improvements to the visitor experience, including supporting the new local ambassador guided walks scheme and improving skills, such as social media and welcoming international visitors via training.

6 Finance / Resource Implications

- 6.1 This proposal, if approved, will have no impact on West Somerset Council General Fund as it is funded entirely from the s106 funding from Hinkley Point C. The project complies with Schedule 4 of the DCO agreement (Economic Development & Tourism) heading. The agreements specifically dictate that the allocations are to be spent on supporting Tourist Information Centres, to help them mitigate the impact that Hinkley Point C will have on Tourism. All of the spending on this proposal is revenue spending therefore it will have no impact on the Council's capital programme.

Under the DCO funding, we are due 4 x £40,000 Index Adjusted Instalments. We have received 3 and the last one is due in May 2019. Currently, there is a balance of £126,724.99 unallocated in the DCO plus what we are due next year. The balance takes into account that £10,352 has been allocated during 2017/18 (as agreed by Council in November 2016)

- 6.2 Decisions regarding allocation from this fund must go through West Somerset Council's decision making process. The process for this approval will go via Full Council as the total amount is above £25,000.

7 Legal Implications (if any)

- 7.1 The HPC DCO Section 106 is a legal document, therefore allocations need to reflect those requirements.

8 Environmental Impact Implications (if any)

- 8.1 Local delivery of information services through local tourist information centres enables a reduction in carbon emissions as no transport requirements are needed.

9 Safeguarding and/or Community Safety Implications (if any)

- 9.1 Not applicable.

10 Equality and Diversity Implications (if any)

- 10.1 All service level agreements emphasise the need for tourist information centres to operate good equality, diversity and bullying at work policies.

11 Social Value Implications (if any)

- 11.1 Not applicable.

12 Partnership Implications (if any)

12.1 Each service level agreement is set up with the organisation responsible for the tourist information service in the town or village. The work involves close partnership to deliver and achieve tasks and outputs. The service level agreements set out how each partner will work with the other in order to achieve shared goals, as well as how to deal with issues and risks. This includes the paying back of funds allocated if tasks and outputs are not achieved to the satisfaction of West Somerset Council officers.

13 Health and Wellbeing Implications (if any)

13.1 Tourist information centres play an important role in the community in providing advice and help to local people in respect of information on events, things to do, travel and local amenities. Centres promote walks and active tourism opportunities, as well as provide volunteer opportunities.

14 Asset Management Implications (if any)

14.1 There are no asset related issues, other than to remind members that the building the Watchet Tourist Office operates from is owned by West Somerset Council.

15 Consultation Implications (if any)

15.1 Up to date service level agreement reports and conversations with individual tourist information centres have helped to refine the content of this report.

16 Scrutiny Comments / Recommendation(s) (if any)

16.1 None yet.

Democratic Path:

- **Scrutiny / Corporate Governance or Audit Committees –No** (delete as appropriate)
- **Cabinet/Executive – Yes** (delete as appropriate)
- **Full Council – Yes** (delete as appropriate)

Reporting Frequency: **Once only** **Ad-hoc** **Quarterly**
 Twice-yearly **Annually**

Contact Officers

APPENDIX B

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DATED 30 August 2012

- (1) WEST SOMERSET DISTRICT COUNCIL
- (2) SOMERSET COUNTY COUNCIL
- (3) SEDGEMOOR DISTRICT COUNCIL
- (4) EDF DEVELOPMENT COMPANY LIMITED
- (5) EDF ENERGY NUCLEAR GENERATION LIMITED
- (6) NNB GENERATION COMPANY LIMITED

**DEED OF DEVELOPMENT CONSENT
OBLIGATIONS**

pursuant to section 106 of
the Town and Country Planning Act 1990
relating to
Hinkley Point C, Somerset

Herbert Smith LLP
Exchange House
Primrose Street
London EC2A 2HS

Ref: 2461/10595/30870872

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THIS DEED made on

30 August

2012

BETWEEN:

- (1) **WEST SOMERSET DISTRICT COUNCIL** of West Somerset House, Killick Way, Williton, Somerset, TA4 4QA ("**West Somerset Council**");
- (2) **SOMERSET COUNTY COUNCIL** of County Hall, Taunton, Somerset, TA1 4DY (the "**County Council**");
- (3) **SEDGEMOOR DISTRICT COUNCIL** of Bridgwater House, King Square, Bridgwater, TA6 3AR ("**Sedgemoor Council**");
- (4) **EDF DEVELOPMENT COMPANY LIMITED** whose registered office is at 40 Grosvenor Place, Victoria, London, SW1X 7EN (Company Number 6222043) ("**EDF DCL**");
- (5) **EDF ENERGY NUCLEAR GENERATION LIMITED** whose registered office is at Barnett Way, Barnwood, Gloucester, GL4 3RS (Company Number 03076445) ("**NGL**"); and
- (6) **NNB GENERATION COMPANY LIMITED** whose registered office is at 40 Grosvenor Place, Victoria, London, SW1X 7EN (Company Number 06937084) ("**NNB GenCo**")

WHEREAS:

- (A) West Somerset Council is the local planning authority for the area in which the HPC Development Site and Williton Site are situated.
- (B) Sedgemoor Council is the local planning authority for the area in which the Bridgwater Sites, Cannington Site, Cannington Bypass Site, Combwich Site, Junction 23 Site and Junction 24 Site are situated.
- (C) The County Council is the highway authority, the waste planning authority and the education authority for the area in which the Sites are situated.
- (D) EDF DCL is the freehold owner of those parts of the HPC Development Site registered at the Land Registry under title numbers ST263509, ST265369, ST49306, ST278905 and ST271747 and the leasehold owner of those parts of the HPC Development Site registered at the Land Registry under title numbers ST266165, ST266156 and ST287432.
- (E) NGL is the freehold owner of those parts of the HPC Development Site registered at the Land Registry under title number ST127567.
- (F) NNB GenCo has a lease dated 8 September 2011 of those parts of the HPC Development Site owned freehold by EDF DCL and three separate underleases dated 8 September 2011 of those parts of the HPC Development Site owned leasehold by EDF DCL, in each case relating to the Site Preparation Works. NNB GenCo has a lease dated 1 March 2012 of those parts of the HPC Development Site owned freehold by NGL relating to the Site Preparation Works.

- (G) It is intended that NNB GenCo is granted 999 year leases of those parts of the HPC Development Site owned by EDF DCL and NGL in relation to the construction, operation and decommissioning on the HPC Development Site of a nuclear generating station.
- (H) NNB GenCo is the freehold owner of the part of the Bridgwater A Site known as the Sports and Social Club, Bridgwater currently registered at the Land Registry under title number ST125423 by virtue of a transfer dated 27 June 2012 and made between (1) Innovia Cellophane Limited and (2) NNB GenCo and has the benefit of a contract to acquire the remainder of the Bridgwater A Site by virtue of an agreement dated 28 May 2012 and made between (1) Innovia Cellophane Limited (2) Innovia Films Limited (3) Innovia Films (Holding 1) Limited (4) NNB GenCo and (5) EDF Energy plc.
- (I) NNB GenCo submitted the Application to the Infrastructure Planning Commission on 31 October 2011 for development consent to construct and operate the Project. The Application was accepted for examination by the Infrastructure Planning Commission on 24 November 2011. The Infrastructure Planning Commission was abolished on 1 April 2012 and on that date its role as the examining authority for the Application was assumed by the Planning Inspectorate. The Secretary of State is responsible for determining the Application.
- (J) It is intended that NNB GenCo will be the undertaker for the purposes of the Development Consent Order. NNB GenCo intends to construct and operate the Project as authorised by the Development Consent Order.
- (K) The parties to this Deed have agreed to enter into this Deed in order to secure the development consent obligations contained in this Deed.

NOW THIS DEED WITNESSES as follows:

1. DEFINITIONS AND INTERPRETATION

- 1.1 Where in this Deed the following defined terms and expressions are used they shall have the following respective meanings unless otherwise stated:

"1990 Act" means the Town and Country Planning Act 1990;

"2008 Act" means the Planning Act 2008;

"Application" means the application for a development consent order under section 37 of the Planning Act 2008 submitted to the Infrastructure Planning Commission on 31 October 2011 and given reference number EN010001;

"Annual Contributions" means the contributions payable pursuant to paragraphs 2.1.1, 2.1.2, 2.2.1, 2.2.2, 2.3.1, 2.3.2, 2.4, 2.5.1, 2.5.2, 2.6 and 2.7 of Schedule 3, paragraphs 2.2, 3.1, 5.1, 6.1, 7.1, 9.1, 10.1, 11.1 and 12.1 of Schedule 4, paragraphs 2.1 and 3.1 of Schedule 8, paragraphs 2.1, 2.2 and 2.3 of Schedule 10, paragraph 2.1 of Schedule 11 and paragraph 3.1 of Schedule 12;

"Barns" means the structures on the Site shown edged red on **Plan 2** annexed to this Deed, which were demolished as part of the Site Preparation Works;

"Bridgwater" means the area defined as "Bridgwater" as shown edged in black on **Plan 4** annexed to this Deed;

"Bridgwater A" means Work No. 4A in Schedule 1 to the Development Consent Order;

"Bridgwater A Site" means the land in Bridgwater shown edged and hatched in red on **Plan 1B** annexed to this Deed;

"Bridgwater C" means Work No. 5A in Schedule 1 to the Development Consent Order;

"Bridgwater Sites" means the land in Bridgwater shown edged in red on **Plan 1B** annexed to this Deed;

"Campus" means any of Bridgwater A, Bridgwater C and the HPC Campus;

"Cannington Bypass" means Work Nos. 6A to 6J in Schedule 1 to the Development Consent Order;

"Cannington Bypass Site" means the land to the north-west of Cannington shown edged in red on **Plan 1D** annexed to this Deed;

"Cannington Park and Ride" means Work Nos. 7A and 7B in Schedule 1 to the Development Consent Order;

"Cannington Site" means the land to the south of Cannington shown edged in red on **Plan 1C** annexed to this Deed;

"CIL" means the charge created pursuant to section 205 of the 2008 Act and Regulation 3 of the CIL Regulations and referred to as the Community Infrastructure Levy in those enactments;

"CIL Regulations" means the Community Infrastructure Levy Regulations 2010;

"Combswich Site" means the land at Combswich, Somerset shown edged in red on **Plan 1E** annexed to this Deed;

"Commencement" means the carrying out of a material operation as defined in section 155 of the 2008 Act comprised in the Project and the words **"Commence"** and **"Commenced"** and cognate expressions shall be construed accordingly;

"Commencement Date" means the date of Commencement of works pursuant to the Development Consent Order;

"Construction Period" means the period between the Transitional Date and the date of receipt of fuel for Unit 2;

"Construction Workforce Development Strategy" means the document attached at Annex 1 to this Deed setting out *inter alia* NNB GenCo's planned activities to support training and employment for local people (as the same may from time to time be amended in accordance with paragraph 4.3 of Schedule 10);

"Consumer Prices Index" means the consumer prices index excluding indirect taxes (CPIY) published by the Office for National Statistics or any official publication substituted for it;

"Contributions" means the financial contributions to be made by NNB GenCo pursuant to the Schedules to this Deed, a summary of which is set out in **Annex 2** to this Deed;

"Councils" means West Somerset Council, the County Council and Sedgemoor Council or (as the context may require) any one or more of them;

"Development Consent Order" means the development consent order to be made pursuant to the Application;

"Dispute" means any dispute, issue, difference or claim as between the parties in respect of any matter contained in or arising from or relating to this Deed or the parties' obligations and rights pursuant to it (other than in respect of any matter of law);

"Expert" means an independent person appointed in accordance with the provisions of clause 10 to determine a Dispute between the parties to this Deed;

"Fairfield Estate" means Elizabeth Periam Acland Hood Gass of Fairfield, Stogursey, Near Bridgwater, Somerset, TA25 1PU;

"Health Action Plan" means the health action plan comprised in the Health Impact Assessment that was submitted as part of the Application (as the same may from time to time be amended in accordance with paragraph 5 of Schedule 14);

"HPC Campus" means Work No. 3 in Schedule 1 to the Development Consent Order;

"HPC Development Site" means the land at Hinkley Point, Somerset shown edged in red on **Plan 1A** annexed to this Deed;

"Implementation" means, in the case of any Phase and the Site Preparation Works, the carrying out of a material operation as defined in section 56(4) of the 1990 Act comprised in that Phase or the Site Preparation Works (as appropriate) which is not a Preparatory Operation and the words **"Implement"** and **"Implemented"** and cognate expressions shall be construed accordingly;

"Index" means:

- (a) the Tender Price Index in respect of the EDF Energy Community Fund and the PROW Contribution;
- (b) the Retail Prices Index in respect of the Housing Fund, the Community Safety Contribution, the Community Safety Contingency, the Economic Development Contribution, the Low Carbon Cluster Contribution, the Education Contributions, the Health Contribution, the Archaeological and Heritage Contribution, the Landscape and Visual Contributions, the Skills and Training Contributions, and the Transport Review Group Contribution; and
- (c) the Consumer Prices Index in respect of all other Contributions and sums of money referred to in this Deed,

or in each case in default of publication thereof, such substitute index as the parties may agree in accordance with clause 12;

"Index Linked" means the application of the Index to the relevant sum or Contribution in accordance with clause 12;

"Interest Rate" means 3% above the Bank of England base rate applicable at the Payment Date;

"Junction 23" means Work Nos. 9A and 9B in Schedule 1 to the Development Consent Order;

"Junction 23 Site" means the land near junction 23 of the M5 motorway, Somerset shown edged in red on [Plan 1F](#) annexed to this Deed;

"Junction 24 Site" means the land near junction 24 of the M5 motorway, Somerset shown edged in red on [Plan 1G](#) annexed to this Deed;

"Payment Date" means the date when a Contribution or other sum of money is due to be paid, provided or made available by NNB GenCo pursuant to this Deed;

"Phase" means a phase of the Site Preparation Works (namely **"Phase 0"**, **"Phase 1"**, **"Phase 2"**, **"Phase 3"** and **"Phase 4"**) as described in the table attached to this Deed at [Annex 3](#);

"PCT" means the Somerset Primary Care Trust or any successor to its relevant functions;

"Power Station" means Work No. 1A in Schedule 1 to the Development Consent Order;

"Preparatory Operation" means an operation or item of work of or connected with or ancillary to the following items: archaeological investigation and ancillary works, exploratory boreholes and trial pits, surveys of existing structures and other works and site establishment including demolition of the Barns and erection of site fencing as shown on [Plan 3](#) annexed to this Deed, all such works to be within Phase 0;

"Project" means the authorised project as defined in and to be authorised by the Development Consent Order;

"Retail Prices Index" means the all items retail prices index excluding mortgage interest payments (RPIX) published by the Office for National Statistics or any official publication substituted for it;

"Sites" means the HPC Development Site, the Bridgwater Sites, the Cannington Site, the Cannington Bypass Site, the Combrich Site, the Junction 23 Site, the Junction 24 Site and the Williton Site or (as the context may require) any one or more of them;

"Site Preparation Works" means development at the HPC Development Site involving the following activities: site clearance (including fencing, vegetation removal, demolition of existing structures, and creation of alternative footpaths); earthworks (including soil stripping and storage, site levelling, spoil screening/storage for re-use on site); provision of earth retaining structures; deep excavations; provision and relocation of drainage infrastructure (including culverts, outfalls, balancing ponds); the provision and operation of plant and machinery (including concrete batching); site establishment works (including construction compounds and associated (including layover) facilities, car parks, haulage roads, site access points and roundabouts, and laying, replacement and/or diversion of apparatus); and other associated works;

"Site Preparation Works Permission" means the planning permission having reference 3/32/10/037 and authorising the Site Preparation Works granted by West Somerset Council on 27 January 2012;

"Site Preparation Works Section 106 Agreement" means the agreement pursuant to section 106 of the 1990 Act relating to the Site Preparation Works Permission entered into by (1) West Somerset District Council (2) Somerset County Council (3) Sedgemoor District Council (4) EDF Development Company Limited (5) EDF Energy Nuclear Generation Limited (6) Elizabeth Periam Acland Hood Gass (of the Fairfield Estate) (7) NNB Generation Company Limited and dated 27 January 2012;

"Tender Price Index" means the all-in tender price index (All-in TPI) published by the Royal Institution of Chartered Surveyors' Building Cost Information Service or any equivalent publication substituted for it;

"Transitional Date" means either:

- (a) the date upon which NNB GenCo serves notice under Article 4 of the Development Consent Order that it shall cease to carry out development under the **Site Preparation Works Permission** and that all future development carried out at the HPC Development Site shall be carried out pursuant to the Development Consent Order; or
- (b) in the event that the Development Consent Order does not provide for the service of such notice, the date of Commencement of works to construct the Power Station pursuant to the Development Consent Order;

"Unit 2" means nuclear reactor unit 2 referred to in part (e) of Work No. 1A as set out in Schedule 1 to the Development Consent Order;

"Unit 2 Commissioning Date" means the date on which the commissioning of Unit 2 is commenced;

"Williton Site" means the land to the west of Williton, shown edged in red on **Plan 1H** annexed to this Deed;

"Ward Cluster" means any one or more (as the context so requires) of the shaded areas identified on **Plan 5** annexed to this Deed as being a ward cluster;

"Workforce" means the workers to be employed in carrying out the Project during the Construction Period and whose place of work is at one or more of the Sites; and

"Working Day" means any day apart from Saturday, Sunday and any statutory bank holiday on which clearing banks are open in England for the transaction of ordinary business.

1.2 In this Deed, unless stated otherwise:

- 1.2.1 words incorporating the singular include the plural and vice versa and words importing any gender include every gender;
- 1.2.2 words importing persons include firms, companies, corporations, and vice versa;
- 1.2.3 references to West Somerset Council shall include the successors to West Somerset Council's statutory functions as local planning authority;

- 1.2.4 references to the County Council shall include the successors to the County Council's statutory and other functions as local education authority, local highway authority and local authority;
- 1.2.5 references to Sedgemoor Council shall include the successors to Sedgemoor Council's statutory and other functions as local planning authority, local housing authority, port authority and local economic development authority;
- 1.2.6 references to EDF DCL, NGL and NNB GenCo shall include references to the successors in title to their respective interests in the Sites and persons deriving title therefrom (except where the contrary is expressly provided) and permitted assigns;
- 1.2.7 references to clauses, paragraphs and Schedules are unless otherwise stated references to the relevant clauses and paragraphs of and schedules to this Deed;
- 1.2.8 words denoting an obligation on a party to do any act, matter or thing include an obligation to procure that it be done and words placing a party under a restriction include an obligation not to cause, permit or suffer any infringement of the restriction;
- 1.2.9 references in this Deed to statutes, by-laws, regulations, orders and delegated legislation shall include any statute, by-law, regulation, order or delegated legislation amending, re-enacting or made pursuant to the same as current and in force from time to time;
- 1.2.10 if any provision of this Deed shall be held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be deemed thereby to be affected, impaired or called into question;
- 1.2.11 the recitals and headings in this Deed are for ease of reference only and shall not affect its construction or otherwise have any binding legal effect;
- 1.2.12 in the event of any conflict between the provisions of this Deed and of any document annexed hereto or referred to herein, the provisions of this Deed shall prevail;
- 1.2.13 references to "the parties" shall mean the parties to this Deed and reference to a "party" shall mean any one of the parties;
- 1.2.14 references to "notice" shall mean notice in writing;
- 1.2.15 references to "including" shall mean including without limitation;
- 1.2.16 where in this Deed reference is made to "unless otherwise agreed by" or "unless otherwise approved by" (as the case may be) any of the Councils such agreement or approval shall not be given (except for minor or immaterial changes) unless it has been demonstrated to the reasonable satisfaction of the relevant Councils that the subject-matter of the agreement or approval sought is unlikely to give rise to any materially new or materially different environmental effects in comparison with those assessed in granting the Development Consent Order **PROVIDED THAT** there shall be no unlawful fettering of discretion of any of the Councils;
- 1.2.17 terms and expressions defined in the Schedules shall have the meanings specified wherever those terms and expressions are used in this Deed;

1.2.18 the Interpretation Act 1978 shall apply to this Deed; and

1.2.19 where any payment in this Deed is expressed to be payable before an event or activity that event or activity shall not commence until the relevant payment has been made.

2. LEGAL EFFECT

2.1 This Deed is made pursuant to section 106 of the 1990 Act, section 111 of the Local Government Act 1972 and all other powers so enabling.

2.2 The covenants contained in the schedules are development consent obligations (to the extent that they are capable of being so) for the purposes of section 106 of the 1990 Act and are enforceable:

2.2.1 by West Somerset Council as the local planning authority in respect of the HPC Development Site and the Williton Site;

2.2.2 by Sedgemoor Council as the local planning authority in respect of the Bridgwater Sites, the Cannington Site, the Cannington Bypass Site, the Combwich Site, the Junction 23 Site and the Junction 24 Site; and

2.2.3 by the County Council as local highway authority, local education authority and as a party to this Deed.

2.3 The parties agree that by virtue of clause 9.2 of the **Site Preparation Works Section 106 Agreement**, for the purposes of interpreting the obligations contained in the **Site Preparation Works Section 106 Agreement** following the grant of the Development Consent Order, the provisions of the **Site Preparation Works Section 106 Agreement** shall apply (save as modified by the Development Consent Order) as if the Site Preparation Works authorised by the Development Consent Order were authorised by the **Site Preparation Works Permission**.

2.4 The parties further agree that the effect of clause 9.2 of the **Site Preparation Works Section 106 Agreement** includes that the obligations in the **Site Preparation Works Section 106 Agreement** shall apply (save as modified by the Development Consent Order) to the carrying out of the Site Preparation Works whether pursuant to the Development Consent Order or pursuant to the **Site Preparation Works Permission**.

3. CONDITIONALITY

3.1 Subject to clauses 3.2 and 3.3, the parties agree that none of the terms or provisions in this Deed shall have operative effect unless and until:

3.1.1 the Development Consent Order has been duly made; and

3.1.2 the Transitional Date has occurred,

with the exception of this clause 3, clauses 1, 2, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 19, 20, 21, 22, 23, 24, 25 and 26 and clause 4 insofar as it relates to obligations in the Schedules that must be complied with prior to the Transitional Date, all of which shall have operative effect upon the making of the Development Consent Order and **PROVIDED THAT** paragraphs 3.1, 3.2, 3.3 and 3.5 of Schedule 9 (together with such clauses only to

the extent necessary to give effect to or construe paragraphs 3.1, 3.2, 3.3 and 3.5 of Schedule 9) shall have operative effect from the date of this Deed.

3.2 Where the Development Consent Order becomes the subject of any judicial review proceedings:

3.2.1 until such time as such proceedings including any appeal have been finally determined, the terms and provisions of this Deed will remain without operative effect unless the Project has been Commenced;

3.2.2 if following the final determination of such proceedings the Development Consent Order is quashed and, in the event that the court orders the Application to be remitted to the Secretary of State, the Application is subsequently refused, this Deed will cease to have any further effect and any money paid to the Councils pursuant to the Schedules and not spent or committed by the Councils (or such other person as the money has been paid to under this Deed) shall be repaid in full within 56 days of the final determination of such proceedings; and

3.2.3 if following the final determination of such proceedings the Development Consent Order is capable of being Commenced, then this Deed will take effect in accordance with its terms.

3.3 Wherever in this Deed reference is made to the final determination of judicial review proceedings (or cognate expressions are used), the following provisions will apply:

3.3.1 proceedings by way of judicial review are finally determined:

(A) when permission to bring a claim for judicial review has been refused and no further application may be made;

(B) when the court has given judgment in the matter and the time for making an appeal expires without an appeal having been made or permission to appeal is refused; or

(C) when any appeal is finally determined and no further appeal may be made.

4. DEVELOPMENT CONSENT OBLIGATIONS

4.1 NNB GenCo covenants with the Councils to perform:

4.1.1 the development consent obligations contained in the Schedules; and

4.1.2 any other obligations which are not development consent obligations contained in the Schedules pursuant to section 111 of the Local Government Act 1972 and all other powers so enabling,

in each case so far as they relate to NNB GenCo's land interests in the Sites from time to time.

4.2 West Somerset Council, Sedgemoor Council and the County Council each covenants with EDF DCL, NGL and NNB GenCo to perform the obligations on their respective parts contained in the Schedules.

4.3 The parties agree that the development consent obligations contained in this Deed will not be enforceable against the Fairfield Estate or any other owner of any land interest in the

Sites who is not a party to this Deed nor against any successors in title to or permitted assigns or any person claiming through or under the Fairfield Estate's or other such owner's interest in the Sites (save for NNB GenCo) unless that person itself undertakes any part of the Project.

5. CONSENT OF LANDOWNERS

5.1 Subject to clause 5.2, EDF DCL and NGL agree to their respective interests in the HPC Development Site being bound by the development consent obligations on the part of NNB GenCo contained in the Schedules.

5.2 The parties agree that the development consent obligations contained in this Deed will not be enforceable against EDF DCL or NGL or against any successors in title to or permitted assigns or any person claiming through or under their respective interests in the HPC Development Site (save for NNB GenCo) unless that person itself undertakes any part of the Project.

6. RELEASE

EDF DCL, NGL and NNB GenCo and their respective successors in title and those deriving title from them shall, upon disposing of the whole or any part of their respective interests in the Sites, be released from all obligations in this Deed in relation to that interest or the relevant part thereof (as the case may be) but without prejudice to the rights of the parties in relation to any antecedent breach of those obligations.

7. FURTHER PLANNING PERMISSIONS AND DEVELOPMENT CONSENT ORDERS

Nothing in this Deed shall be construed as prohibiting or limiting the rights of EDF DCL, NGL or NNB GenCo to use or develop any part of the Sites in accordance with and to the extent permitted by a certificate of lawful use, planning permission, harbour empowerment order, Transport and Works Act order, development consent order or other statutory authority other than the Development Consent Order granted either before or after the date of this Deed.

8. EXPIRY

If the Development Consent Order expires or is revoked prior to the Commencement Date then this Deed shall forthwith determine and cease to have effect and West Somerset Council and Sedgemoor Council will forthwith cancel all entries made in their respective registers of local land charges in respect of this Deed.

9. CERTIFICATES OF COMPLIANCE

9.1 West Somerset Council and Sedgemoor Council (as appropriate) will upon request by NNB GenCo certify compliance or partial compliance (as and if appropriate and subject to payment of West Somerset Council's or Sedgemoor Council's (as appropriate) reasonable legal and professional fees) with the provisions of this Deed and if so requested by NNB GenCo will (as and if appropriate and subject to payment of West Somerset Council's or Sedgemoor Council's (as appropriate) reasonable legal and professional fees) execute a deed of release or partial release from the relevant provisions of this Deed and promptly register the same in the register of local land charges maintained by West Somerset Council or Sedgemoor Council (as appropriate).

9.2 Where West Somerset Council or Sedgemoor Council (as appropriate) is obliged to execute a deed of release or partial release pursuant to clause 9.1, the other parties to this Deed shall enter into such deed to the extent necessary to effect such release or partial release.

10. RESOLUTION OF DISPUTES

10.1 In the event of any Dispute arising between the parties then the parties will attempt to resolve that Dispute amicably including holding a meeting attended by at least one representative from each party.

10.2 If the parties are unable to resolve the Dispute amicably pursuant to clause 10.1, one party may by serving notice on all the other parties (the "Notice") refer the Dispute to an Expert for determination.

10.3 The Notice must specify:

10.3.1 the nature, basis and brief description of the Dispute;

10.3.2 the clause or paragraph of this Deed pursuant to which the Dispute has arisen; and

10.3.3 the proposed Expert.

10.4 In the event that the parties are unable to agree whom should be appointed as the Expert within 10 Working Days after the date of the Notice then either party may request the President of the Law Society to nominate the Expert at their joint expense, and the parties shall request that such nomination shall be made within 10 Working Days of the request, and any failure for such nomination to be made within 10 Working Days shall entitle any party to withdraw from the process of appointing an Expert and to refer the Dispute to the courts of England and Wales instead.

10.5 The Expert shall act as an expert and not as an arbitrator and his decision will (in the absence of manifest error) be final and binding on the parties hereto and at whose cost shall be at his discretion or in the event that he makes no determination, such costs will be borne by the parties to the Dispute in equal shares.

10.6 The Expert will be appointed subject to an express requirement that he reaches his decision and communicates it to the parties within the minimum practicable timescale allowing for the nature and complexity of the dispute and in any event not more than 28 Working Days from the date of his appointment to act.

10.7 The Expert will be required to give notice to each of the said parties inviting each of them to submit to him within 10 Working Days written submissions and supporting material and will afford to each of the said parties an opportunity to make counter submissions within a further 5 Working Days in respect of any such submission and material.

11. NOTICES

11.1 Any notice, consent or approval required to be given under this Deed shall be in writing and shall be sent to the address and marked for the attention of the persons identified below or instead to such other persons as may be substituted for them from time to time.

11.2 Any such notice must be delivered by hand or by pre-paid Special Delivery post and shall conclusively be deemed to have been received:

- 11.2.1 if delivered by hand, on the next Working Day after the day of delivery; and
 - 11.2.2 if sent by Special Delivery post and posted within the United Kingdom, on the day 2 Working Days after the date of posting.
- 11.3 The address for service of any such notice, consent or approval as aforesaid shall:
- 11.3.1 in the case of service upon West Somerset Council be at its address given above or such other address for service as shall have been previously notified in writing to the other parties and any such notice shall be marked for the attention of the Planning Manager;
 - 11.3.2 in the case of service upon the County Council be at its address given above or such other address for service as shall have been previously notified in writing to the other parties and any such notice shall be marked for the attention of Alyn Jones, Group Manager - Energy;
 - 11.3.3 in the case of service upon Sedgemoor Council be at its address given above or such other address for service as shall have been previously notified in writing to the other parties and any such notice shall be marked for the attention of Claire Pearce, Project Director;
 - 11.3.4 in the case of service upon EDF DCL be at its address given above or such other address for service as shall have been previously notified in writing to the other parties and any such notice shall be marked for the attention of the Company Secretary;
 - 11.3.5 in the case of service upon NGL be to Hinkley Point B Power Station, Bridgwater, Somerset, TA5 1YA or such other address for service as shall have been previously notified in writing to the other parties and any such notice shall be marked for the attention of the Station Director with a copy to Andrew MacMillan, Solicitor, EDF Energy, GSO Business Park, East Kilbride, G74 5PG; and
 - 11.3.6 in the case of service upon NNB GenCo be at its address given above or such other address for service as shall have been previously notified in writing to the other parties and any such notice shall be marked for the attention of the Company Secretary.

12. INDEXATION

Subject to the terms of this Deed, where any obligation in this Deed is expressed to require NNB GenCo to pay, provide or make available any sum of money (whether by way of a Contribution or otherwise), the amount to be paid, provided or made available shall be adjusted by reference to changes in the relevant Index in accordance with the following formula:

$$\textit{Amount Payable} = \textit{Sum} \times (\textit{Index at Payment Date} / \textit{Index at today's date})$$

where:

"Amount Payable" is the amount of money required to be paid;

"Sum" is the amount of the Contribution or other sum of money stated in this Deed;

"Index at Payment Date" is the relevant Index last published before the Payment Date; and

"Index at today's date" is the relevant Index last published prior to the date the Development Consent Order is made.

13. INTEREST

Where any obligation in this Deed is expressed to require NNB GenCo to pay any sum of money, interest at the Interest Rate shall be payable in addition to the sum of money itself calculated from the due date to the date on which the sum of money is actually paid.

14. NOTICE OF PHASES, PAYMENTS AND DISPOSITIONS

14.1 NNB GenCo shall notify each of the other parties to this Deed:

14.1.1 prior to the Commencement Date, of the anticipated date of Commencement of works pursuant to the Development Consent Order (which obligation shall apply again if Commencement Date does not occur on the notified date);

14.1.2 prior to the Transitional Date, of the anticipated date of the Transitional Date (which obligation shall apply again if Transitional Date does not occur on the notified date);

14.1.3 within 7 days of the actual Commencement Date and Transitional Date; and

14.1.4 within 2 weeks of the day on which the Construction Period ends.

14.2 NNB GenCo shall give written notice to West Somerset Council and Sedgemoor Council within 5 Working Days of NNB GenCo paying, providing or making available to any third party any sum of money required to be paid, provided or made available pursuant to this Deed.

14.3 NNB GenCo shall give written notice to West Somerset Council within 20 Working Days of any disposition of the whole or any part of its interests in the HPC Development Site and shall give written notice to Sedgemoor Council within 20 Working Days of any disposition of the whole or any part of its interests in the Bridgwater A Site.

15. COMMUNICATIONS

15.1 The Major Projects Press Officer for both West Somerset Council and Sedgemoor Council (or such other central point as may be agreed between NNB GenCo, West Somerset Council and Sedgemoor Council) will coordinate external communications on behalf of the County Council, Sedgemoor Council and West Somerset Council with NNB GenCo's communications team in accordance with a protocol agreed between NNB GenCo and the Councils **PROVIDED THAT** once launch communications material associated with a project or activity funded by contributions from NNB GenCo has been produced in accordance with the protocol, NNB GenCo shall have the right to include information in its future communications without the need for approval by the other parties to this Deed.

- 15.2 The parties agree that where particular mitigation works, projects or benefits are funded from any of the Contributions secured under this Deed:
- 15.2.1 NNB GenCo shall have the right to be acknowledged as having funded such works, projects or benefits;
 - 15.2.2 EDF Energy branding and/or corporate images or logos shall be included (at the discretion and cost of NNB GenCo) in literature or publicity material relating to such works, projects or benefits;
 - 15.2.3 signage (at the discretion and cost of NNB GenCo) bearing EDF Energy branding and/or corporate images or logos shall be erected or affixed to buildings and other facilities funded out of the Contributions; and
 - 15.2.4 NNB GenCo shall at its sole cost have the right to be involved in publicity activities relating to such works, projects or benefits in consultation with the Councils.

16. COMMUNITY INFRASTRUCTURE LEVY

- 16.1 The parties hereby acknowledge and agree that:
- 16.1.1 this Deed has been negotiated and agreed on the assumption that liability to CIL does not arise in respect of any of the development authorised by the Development Consent Order because such development is situated in an area for which no charging schedule is in effect on the date of this Deed and no charging schedule is anticipated to be in effect in relation to such development on the day the Development Consent Order is made;
 - 16.1.2 were liability to CIL to arise in respect of any of the development authorised by the Development Consent Order, then (subject to the conditions in CIL Regulation 55 having been complied with or satisfied and subject to this clause 16.1.2 not fettering the discretion of the Councils under CIL Regulation 55) CIL Regulation 55 would be applicable where the aggregate cost of complying with the development consent obligations in this Deed and the planning obligations in the **Site Preparation Works Section 106 Agreement** is greater than the chargeable amount payable in respect of such development; and
 - 16.1.3 in any event, Work Nos. 3, 4A, 5A, 7A, 8A, 9A, 10, 11, TJ1, TJ2, TJ3 as set out in Schedule 1 to the Development Consent Order and any other temporary buildings or works authorised by the Development Consent Order are deemed to constitute development for which, pursuant to CIL Regulation 5(2), planning permission is granted for a limited period and for which liability to CIL does not therefore arise.

17. PAYMENTS TO THIRD PARTIES

- 17.1 The Schedules to this Deed are subject to this clause 17.
- 17.2 Save for the EDF Energy Community Fund payable pursuant to Schedule 2, no sums of money expressed in this Deed to be payable to a person who is not a party to this Deed shall be payable to such person unless and until that person has entered into an agreement with NNB GenCo substantially in the form attached to this Deed at **Annex 4**.

18. REVIEW OF ANNUAL CONTRIBUTIONS

18.1 NNB GenCo shall (in consultation with recipients of Annual Contributions):

18.1.1 on or before the second anniversary of the Transitional Date;

18.1.2 on or before the fourth anniversary of the Transitional Date; and

18.1.3 on or before the sixth anniversary of the Transitional Date,

carry out a review of the progress made in constructing the Project against NNB GenCo's anticipated construction programme for the Project.

18.2 In the event that NNB GenCo in its reasonable opinion taking into account the results of a review carried out pursuant to clause 18.1 and having taken reasonable account of any representations of the recipients of the Annual Contributions considers that the payment schedule for any Annual Contribution should be revised to reflect the extended construction programme for the Project, then NNB GenCo shall propose a revised payment schedule for that Annual Contribution to the recipient of the Annual Contribution **PROVIDED THAT** the proposed revision to the payment schedule does not increase the total amount of the Annual Contribution to be paid by NNB GenCo.

18.3 If within 4 weeks of receiving a revised payment schedule from NNB GenCo pursuant to clause 18.2:

18.3.1 the recipient of the relevant Annual Contribution agrees to the revised payment schedule, then NNB GenCo shall pay the remaining balance of the relevant Annual Contribution in accordance with the revised payment schedule instead of the relevant paragraph in the Schedules to this Deed; or

18.3.2 the recipient of the relevant Annual Contribution fails to agree to the revised payment schedule, then NNB GenCo shall refer the matter for dispute resolution in accordance with clause 10.

18.4 Nothing in this clause 18 shall increase the overall financial liability of NNB GenCo pursuant to this Deed, save for any increase which arises as a result of any payments made pursuant to a revised payment schedule being Index Linked in accordance with clause 12.

19. VAT

If this Deed or anything contained in it gives rise to a taxable supply for VAT purposes by the Councils or by any third party to NNB GenCo then NNB GenCo shall pay to the relevant Council or third party an amount equal to the VAT chargeable in addition to and at the same time as any payment or the provision of any other consideration for such supply upon provision of a valid VAT invoice addressed to NNB GenCo.

20. APPROVALS

Where any approval, agreement, consent, confirmation or an expression of satisfaction is required under the terms of this Deed such approval, agreement, consent, confirmation or expression of satisfaction shall be given in writing and shall not be unreasonably withheld or delayed.

21. COUNCILS' POWERS

Nothing in this Deed shall fetter the statutory rights, powers or duties of the Councils.

22. GOOD FAITH

The parties agree with each other to act reasonably and in good faith in the discharge of the obligations contained in this Deed.

23. RIGHTS OF THIRD PARTIES

It is not intended that any person who is not a party to this Deed shall have any right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Deed.

24. JURISDICTION

24.1 This Deed including its construction, validity, performance and enforcement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with English law.

24.2 Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this Deed or its subject matter or formation (including non-contractual disputes or claims).

25. COUNTERPARTS

This Deed may be executed in any number of counterparts, each of which is an original and all of which may together evidence the same agreement.

26. DATE OF DELIVERY

This Deed is delivered on the date of this Deed.

SCHEDULE 1 – ACCOMMODATION AND HOUSING

1. DEFINITIONS AND INTERPRETATION

- 1.1 Where in this Schedule the following defined terms and expressions are used they shall have the following respective meanings unless otherwise stated:

"Accommodation Office" means the accommodation office referred to in Schedule 2 to the [Site Preparation Works Section 106 Agreement](#);

"Administrative Areas" means the administrative areas of Sedgemoor Council, West Somerset Council, Taunton Deane Borough Council, North Somerset Council, South Somerset District Council and Mendip District Council;

"Average PRS Take-Up" means, in respect of any PRS Report, the monthly average number of non-home-based workers taking up private rented accommodation in any Administrative Area or Ward Cluster (as appropriate) during the six-month period to which that PRS Report relates;

"Housing Fund" means the fund to be established, funded and administered by NNB GenCo in the amount of **£3,500,000** (as such may be added to by NNB GenCo pursuant to this Schedule 1) to be applied in accordance with this Schedule 1 for the purpose of providing financial support for initiatives designed to deliver additional housing capacity in order to mitigate any potential adverse effects on the local housing market that might arise from the Project;

"PRS Report" means a report setting out in accordance with paragraph 3.1 the results of NNB GenCo's monitoring (carried out pursuant to Schedule 14) of the uptake by non-home-based workers of private rented accommodation; and

"PRS Thresholds" means the Ward Cluster-level thresholds for the take up of private rented accommodation by non-home-based workers as set out in [Annex 5](#) to this Deed or applicable in accordance with paragraph 3.2.1 (as applicable).

2. HOUSING FUND

- 2.1 NNB GenCo shall establish the Housing Fund with effect from the Transitional Date.
- 2.2 The Housing Fund may only be applied towards any or all of the following initiatives:
- 2.2.1 accreditation of landlords;
 - 2.2.2 stimulating new supply in the private rented sector through financial assistance for minor improvements;
 - 2.2.3 bringing empty homes back into beneficial use through financial assistance to owners;
 - 2.2.4 supporting a rent deposit or guarantee scheme through the provision of rent deposits for households moving into the private rented sector;

- 2.2.5 facilitating household moves from the social rented sector into intermediate or market accommodation through equity loans to residents in the social rented sector;
 - 2.2.6 facilitating household moves from the private rented sector into intermediate or owner occupied market accommodation through equity loans to residents in the owner occupied or private rented sectors;
 - 2.2.7 tackling the incidence of under occupation in existing affordable housing stock through payments to existing tenants to compensate them for releasing property and moving to more suitable accommodation;
 - 2.2.8 equity investment into new build housing development schemes to assist developers in bringing forward stalled development opportunities;
 - 2.2.9 leveraging in funding from the Homes and Communities Agency;
 - 2.2.10 providing funding to act as grant replacement for new build housing development schemes to subsidise the provision of affordable housing developed by registered social landlords;
 - 2.2.11 any other initiative that would deliver additional housing capacity that might be necessary;
 - 2.2.12 the employment by the Councils of Housing Officers; and
 - 2.2.13 funding other housing mitigation measures, such as emergency housing services, such initiatives to be identified by the Councils, Taunton Deane Borough Council and/or North Somerset Council (as the case may be) in a request made to NNB GenCo under paragraph 2.3 and implemented by the Councils, Taunton Deane Borough Council and/or North Somerset Council (as the case may be) in respect of their respective administrative areas upon the receipt of a payment by NNB GenCo made pursuant to paragraph 2.3.
- 2.3 NNB GenCo shall within 30 days of receipt by NNB GenCo of a request from the relevant local authority make a payment from the Housing Fund to the Councils, Taunton Deane Borough Council and/or North Somerset Council (as the case may be) if in NNB GenCo's reasonable opinion (taking reasonable account of the representations or views of the relevant local authority) the relevant initiative:
- 2.3.1 gives priority to localities within the Administrative Areas where the impacts of the Project are being experienced;
 - 2.3.2 would deliver bed-spaces in advance of the peak Workforce being reached;
 - 2.3.3 addresses both direct and indirect accommodation demands;
 - 2.3.4 is responsive to changes in the housing market;
 - 2.3.5 offers the potential for recycling the Housing Fund so that it can be reinvested in other housing initiatives, as far as reasonably practicable and **PROVIDED THAT** any recycled monies are not considered as unspent parts of the Housing Fund; and

- 2.3.6 is an effective means to mitigate the potential effects of the Project.
- 2.4 When identifying any initiatives for which funding from the Housing Fund is to be paid, the Councils, Taunton Deane Borough Council and North Somerset Council shall take account of the housing activities already being undertaken in the respective administrative areas of the Councils, Taunton Deane Borough Council and North Somerset Council.
- 2.5 Subject to paragraphs 2.6 to 2.9, having regard to the degree of actual or potential impact of the Project on the local housing market across the geography of the areas affected by the Project and the housing activities already being undertaken in those areas, the use of the Housing Fund shall be prioritised for initiatives in areas of greatest impact with mitigation measures best suited to the geography and degree of actual or potential impact.
- 2.6 Not less than **£660,824** from the Housing Fund shall be paid to Taunton Deane Borough Council to be applied solely to initiatives within the administrative area of Taunton Deane Borough Council.
- 2.7 Not less than **£697,554** from the Housing Fund shall be paid to North Somerset Council to be applied solely to initiatives within the administrative area of North Somerset Council.
- 2.8 Not less than **£1,000,000** from the Housing Fund shall be paid to Sedgemoor Council to be applied solely to initiatives within the administrative area of Sedgemoor Council.
- 2.9 Not less than **£500,000** from the Housing Fund shall be paid to West Somerset Council to be applied solely to initiatives within the administrative area of West Somerset Council.
- 2.10 In relation to each Council, not more than **£60,000** from the Housing Fund shall be applied for the purpose described in paragraph 2.2.12.
- 2.11 The Councils, Taunton Deane Borough Council and North Somerset Council shall use reasonable endeavours:
- 2.11.1 to identify initiatives for which funding of at least **£500,000** from the Housing Fund is required to be applied for that purpose prior to the first anniversary of the Transitional Date; and
- 2.11.2 to identify initiatives for which the remainder of the Housing Fund (excluding sums paid under paragraph 3) is required to be applied for that purpose prior to the second anniversary of the Transitional Date.

3. HOUSING FUND CONTINGENCY PAYMENTS

- 3.1 During the Construction Period NNB GenCo shall provide a PRS Report to the Councils every six months which sets out:
- 3.1.1 the Average PRS Take-Up for each Administrative Area; and
- 3.1.2 the Average PRS Take-Up for any Ward Cluster where that Average PRS Take-Up is within 10% of or exceeds the then applicable PRS Threshold for the relevant Ward Cluster.
- 3.2 If any PRS Report identifies that in respect of one or more Ward Clusters the Average PRS Take-Up for such Ward Clusters exceeds the then applicable PRS Thresholds for those Ward Clusters then:

- 3.2.1 for the purpose of the application of this paragraph 3 in respect of subsequent PRS Reports the PRS Thresholds shall be increased by the exceedences identified in the PRS Report; and
- 3.2.2 subject to paragraph 3.4, NNB GenCo shall supplement the Housing Fund by an amount calculated in accordance with the following formula:

$$\textit{Amount} = \textit{£5,000} \times \textit{Relevant Workers}$$

where:

"*Amount*" is the amount to be paid into the Housing Fund by NNB GenCo; and

"*Relevant Workers*" is the amount by which the relevant Average PRS Take-Up numbers exceed the relevant applicable PRS Thresholds,

such amount to be applied by NNB GenCo in accordance with paragraphs 2.2 and 2.5 of this Schedule 1.

- 3.3 If a PRS Report, any results of accommodation monitoring reported by NNB GenCo pursuant to Schedule 14, and/or reports from the Councils to the Socio-Economic Advisory Group evidence unanticipated demand from the Workforce for accommodation, and/or unanticipated negative impacts on housing supply, within one or more Administrative Areas, any local authority whose Administrative Area is so affected may identify appropriate initiatives in accordance with paragraph 2.2 and shall implement such initiatives upon the receipt of a payment by NNB GenCo to be applied for that purpose such payment to be made subject to paragraph 2.3 (excluding sub-paragraph 2.3.5) within 30 days of receipt by NNB GenCo of a request from the relevant local authority.
- 3.4 The maximum liability of NNB GenCo pursuant to this paragraph 3 is **£5,000,000** Index Linked in accordance with clause 12.

4. REPORTING

- 4.1 NNB GenCo shall report every six months to the Socio-Economic Advisory Group on the expenditure and balance of the Housing Fund.
- 4.2 The Councils, Taunton Deane Borough Council and North Somerset Council shall through the meetings of the Socio-Economic Advisory Group keep NNB GenCo and each other informed of the application of the Housing Fund by providing six-monthly reports setting out relevant housing issues and every six months providing a summary of expenditure and outputs from the Housing Fund over the previous six months on the initiatives listed in paragraph 2.2.
- 4.3 The results of any accommodation monitoring reported by NNB GenCo pursuant to Schedule 14 and/or reports from the Councils to the Socio-Economic Advisory Group shall be considered together by NNB GenCo and the Councils at meetings of the Socio-Economic Advisory Group and NNB GenCo shall use reasonable endeavours to make appropriate changes to the operational practices of the Accommodation Office based on the recommendations of the Socio-Economic Advisory Group with the purpose of managing and minimising where possible adverse effects of the Project on the accommodation markets within the relevant Administrative Areas.

SCHEDULE 2 – EDF ENERGY COMMUNITY FUND

1. DEFINITIONS AND INTERPRETATION

- 1.1 Where in this Schedule the following defined terms and expressions are used they shall have the following respective meanings unless otherwise stated:

"Administration Agreement" means a deed to be entered into between NNB GenCo and the Somerset Community Foundation providing for the administration and application of the EDF Energy Community Fund by the Somerset Community Foundation for the purpose of mitigating the intangible and residual impacts of the Project by enhancing the quality of life of communities within the Area of Benefit;

"Area of Benefit" means the geographical area within the administrative boundary of the non-metropolitan county of Somerset;

"Deed of Transfer" means a deed to be entered into between NNB GenCo and the Somerset Community Foundation providing for the payment of some or all of the EDF Energy Community Fund to the Somerset Community Foundation to be applied by the Somerset Community Fund for the purpose of mitigating the intangible and residual impacts of the Project by enhancing the quality of life of communities within the Area of Benefit;

"EDF Energy Community Fund" means the sum of **£12,800,000** to be paid by NNB GenCo in accordance with paragraph 2;

"Panel" means a decision-making body established by the Administration Agreement and Deed of Transfer to administer the EDF Energy Community Fund;

"Somerset Community Foundation" means the registered charity of that name whose registered charity number is 1094446 and whose company number is 4530979; and

"Trust Documents" means the trust deed and any other documentation required to be entered into in the event that NNB GenCo pursuant to paragraph 2.5 ceases to pay the EDF Energy Community Fund to the Somerset Community Foundation in order to establish a charitable trust the purpose of which is to receive and apply the remainder of the EDF Energy Community Fund for the purpose of mitigating the intangible and residual impacts of the Project by enhancing the quality of life of communities within the Area of Benefit.

2. EDF ENERGY COMMUNITY FUND

- 2.1 The EDF Energy Community Fund shall be for the purpose of mitigating the intangible and residual impacts of the Project on the communities in the Area of Benefit through schemes, measures and projects which promote the economic, social or environmental well-being of those communities and enhance their quality of life.

- 2.2 The Administration Agreement shall provide as follows:

- 2.2.1 the Panel shall comprise no more than 12 members, with three of those members being NNB GenCo representatives and three being representatives of the Councils (one each from the County Council, West Somerset Council and Sedgemoor Council);

- 2.2.2 a Somerset Community Foundation trustee shall act as a neutral chair of the Panel;
 - 2.2.3 the Somerset Community Foundation shall appoint the remaining Panel members and invite applications for those positions such appointments to be reviewed from time to time jointly by NNB GenCo and the Somerset Community Foundation and the application process and the review process shall be publicised widely in a manner agreed by the Panel; and
 - 2.2.4 the EDF Energy Community Fund may not be applied for any purpose outside the charitable objectives of the Somerset Community Foundation and that Somerset Community Foundation shall consult the Panel before changing its charitable objectives to ensure that the purposes of the Community Fund are not thereby prejudiced.
- 2.3 The Administration Agreement shall vest such powers as may be necessary in the Panel so as to enable the Panel to take into account that the degree and severity of impact varies across the geography of the Area of Benefit and that when the criteria for the application of the EDF Energy Community Fund are developed, they are able to reflect this and give priority to those schemes, measures and projects which:
- 2.3.1 minimise the environmental, economic and social impact, whilst, as appropriate, maximising the environmental, economic and social benefits, of the Project;
 - 2.3.2 minimise residual impacts (if any) associated with NNB GenCo's performance in delivering Associated Developments in accordance with the Implementation Plan and any relevant detailed implementation programme;
 - 2.3.3 are not inconsistent with approved policies or plans of relevant local authorities;
 - 2.3.4 have been identified as priorities to the communities within parish and/or community plans;
 - 2.3.5 can demonstrate the greatest potential to achieve mitigation of impacts, taking into account value for money;
 - 2.3.6 can demonstrate overall value for money in terms of cost and effectiveness;
 - 2.3.7 can demonstrate a contribution to developing and maintaining sustainable communities throughout the Area of Benefit;
 - 2.3.8 complement other measures committed in this Deed or practised by the parties; and/or
 - 2.3.9 attract additional funding from other private and public sector sources where possible,
- PROVIDED THAT** not less than **£500,000** from the EDF Energy Community Fund shall be applied solely for such projects within the parish of Otterhampton.
- 2.4 With effect from the Transitional Date until NNB GenCo and the Somerset Community Foundation enter into a Deed of Transfer and an Administration Agreement pursuant to paragraph 2.5, NNB GenCo shall pay to the Somerset Community Foundation such amounts as the Somerset Community Foundation may reasonably request for the purposes

of carrying out preliminary research on the potential application of the EDF Energy Community Fund, subject always to NNB GenCo's approval of any such request.

- 2.5 NNB GenCo shall enter into a Deed of Transfer and an Administration Agreement with the Somerset Community Foundation on or before the later of the Transitional Date and the third anniversary of the Implementation of Phase 2 to provide for the payment and administration of the first instalment of the EDF Energy Community Fund to the Somerset Community Foundation pursuant to paragraph 2.6.1 and thereafter NNB GenCo and the Somerset Community Foundation shall enter into a Deed of Transfer and (if necessary) an Administration Agreement in respect of each subsequent instalment of the EDF Energy Community Fund to be paid by NNB GenCo to the Somerset Community Foundation pursuant to paragraph 2.6.
- 2.6 Subject to the following paragraphs of this Schedule 2, NNB GenCo shall pay the EDF Energy Community Fund to the Somerset Community Foundation in the following instalments:
- 2.6.1 an amount equal to **£1,000,000** less any amounts already paid to the Somerset Community Foundation pursuant to paragraph 2.4 on or before the later of the Transitional Date and the third anniversary of the Implementation of Phase 2;
- 2.6.2 **£1,000,000** annually on each anniversary of the Implementation of Phase 2 occurring during the period beginning on the later of the Transitional Date and the fourth anniversary of the Implementation of Phase 2 and ending on the day before the Unit 2 Commissioning Date; and
- 2.6.3 if applicable, the balance of the EDF Energy Community Fund (being £12,800,000 Index Linked in accordance with clause 12 minus the total amount paid by NNB GenCo pursuant to paragraphs 2.4, 2.6.1 and 2.6.2) on the Unit 2 Commissioning Date,
- subject to the total amount payable pursuant to this paragraph 2.6 not exceeding **£12,800,000**, such amounts to be applied by the Somerset Community Foundation in accordance with the terms of the relevant Deed of Transfer and the relevant Administration Agreement for the purpose of mitigating the intangible and residual impacts of the Project by enhancing the quality of life of communities within the Area of Benefit.
- 2.7 On the later of the Transitional Date and the fourth anniversary of the Implementation of Phase 2 and thereafter on or before the date on which each payment to the Somerset Community Foundation becomes due pursuant to paragraph 2.6, NNB GenCo may review the Somerset Community Foundation's administration and application of the EDF Energy Community Fund **PROVIDED THAT** in undertaking this review NNB GenCo shall consult with the Councils and take into account their reasonable representations.
- 2.8 Paragraph 2.9 shall apply if following a review carried out by NNB GenCo pursuant to paragraph 2.7, NNB GenCo in its absolute discretion determines that it no longer wishes the EDF Energy Community Fund to be administered and applied by the Somerset Community Foundation and serves notice on the Somerset Community Foundation to that effect.
- 2.9 Where this paragraph 2.9 applies, NNB GenCo shall following the service of a notice on the Somerset Community Foundation in accordance with paragraph 2.8:

- 2.9.1 thereafter cease to make payments to the Somerset Community Foundation pursuant to paragraph 2.6;
 - 2.9.2 not renew or enter into any new Deed of Transfer or Administration Agreement with the Somerset Community Foundation;
 - 2.9.3 as soon as reasonably practicable and after having consulted the Councils and taking into account their reasonable representations, complete the relevant Trust Documents to establish a new trust to administer and apply the remainder of the EDF Energy Community Fund for the purpose of mitigating the intangible and residual impacts of the Project by enhancing the quality of life of communities within the Area of Benefit **PROVIDED THAT** such trust provides for a level of representation for NNB GenCo and the Councils which is equivalent to that set out in paragraph 2.2.1; and
 - 2.9.4 following the establishment by NNB GenCo of a trust pursuant to paragraph 2.9.3, pay the remainder of the EDF Energy Community Fund to the trustees of that trust in accordance with paragraph 2.10.
- 2.10 Where paragraph 2.9 applies, NNB GenCo shall pay the remainder of the EDF Energy Community Fund into the trust established pursuant to paragraph 2.9.3 in the following instalments:
- 2.10.1 **£1,000,000** annually on each anniversary of the Implementation of Phase 2 occurring during the period beginning on the first anniversary of the last payment made by NNB GenCo pursuant to paragraph 2.6.2 and ending on the day before the Unit 2 Commissioning Date; and
 - 2.10.2 if applicable, the balance of the EDF Energy Community Fund (being £12,800,000 Index Linked in accordance with clause 12 minus the total amount paid by NNB GenCo pursuant to paragraphs 2.4, 2.6 and 2.10.1) on the Unit 2 Commissioning Date,
- subject to the total amount payable pursuant to paragraphs 2.4, 2.6 and this paragraph 2.10 not exceeding **£12,800,000**, such amounts to be applied by the trustees of that trust in accordance with the Trust Documents for the purpose of mitigating the intangible and residual impacts of the Project by enhancing the quality of life of communities within the Area of Benefit.
- 2.11 The maximum liability of NNB GenCo pursuant to this Schedule 2 is **£12,800,000** Index Linked in accordance with clause 12.

SCHEDULE 3 – COMMUNITY SAFETY

1. DEFINITIONS AND INTERPRETATION

- 1.1 Where in this Schedule the following defined terms and expressions are used they shall have the following respective meanings unless otherwise stated:

"CCU Officer" means the officer with responsibility for the civil contingencies unit within West Somerset Council, Sedgemoor Council or the County Council (as appropriate) whose outline scope of duties is at [Annex 7](#) to this Deed;

"Community Safety Beat Team" means a team comprising a minimum of a full-time Sergeant and a full-time Police Community Support Officer together with such other Police Constables from time to time in accordance with [Annex 8](#) to this Deed who will provide policing services focused around the Project and their impacts on the local community;

"Community Safety Contingency" means the sum of up to **£687,026** to be used for the purposes specified in paragraph 3;

"Community Safety Contribution" means the sum of **£3,965,105** (as the same may be adjusted in accordance with the proviso in paragraph 2.5.1) in total for the purposes of mitigating the community safety impacts of the Project on the provision of resources of the Councils, and the police, fire and ambulance services and to be paid in accordance with paragraph 2;

"Community Safety Management Plan" means the community safety management plan attached at [Annex 6](#) to this Deed (as the same may be amended from time to time in accordance with paragraph 4);

"Community Safety Officer" means the community safety officer employed by the County Council to manage the commissioning and delivery of community safety initiatives with the aim of reducing crime and disorder and anti-social behaviour whose outline scope of duties is at [Annex 7](#) to this Deed;

"DSFRS Community Safety Officer" means the community safety officer employed by the Devon and Somerset Fire and Rescue Services to raise awareness within the local community for fire and road safety and delivering initiatives associated with the Project whose outline scope of duties is at [Annex 7](#) to this Deed;

"Emergency Services and Local Authorities Group" means the group that includes representatives from NNB GenCo, West Somerset Council, Sedgemoor Council, the County Council, Avon and Somerset Constabulary, Devon and Somerset Fire and Rescue Services, South West Ambulance Service Trust and other bodies and whose responsibilities include overseeing delivery of the strategic objectives of NNB GenCo's outline contingency response arrangements and Community Safety Management Plan;

"Joint Community Safety Project Officer" means a community safety officer employed or contracted by Sedgemoor Council to work on behalf of Sedgemoor Council and West Somerset Council to manage the commissioning and delivery of community safety initiatives whose outline scope of duties is in [Annex 7](#) to this Deed;

"Maritime Fire Fighting Training" means maritime fire training, delivered by an accredited body, to be undertaken by a maximum of 100 staff from the Devon and

Somerset Fire and Rescue Services, comprising those officers working from the nearest fire stations to the HPC Development Site and to the Combwich Site;

"Parish Liaison and Community Safety Officer" means the community safety officer(s) employed by West Somerset Council and/or Sedgemoor Council to manage the commissioning and delivery of community safety initiatives with the aim of reducing crime and disorder and anti-social behaviour whose outline scope of duties is at [Annex 7](#) to this Deed;

"Police Community Support Officer" means a police community support officer employed by the Avon and Somerset Constabulary to provide policing services focused around the Project and its impacts on the local community whose outline scope of duties is at [Annex 7](#) to this Deed;

"Police Constable" means a police constable to be employed by the Avon and Somerset Constabulary to provide policing services focused around the Project and its potential impacts on the local community whose outline scope of duties is at [Annex 7](#) to this Deed; and

"Sergeant" means a sergeant employed by the Avon and Somerset Constabulary to provide policing services focused around the Project and its potential impacts on the local community whose outline scope of duties is at [Annex 7](#) to this Deed.

2. COMMUNITY SAFETY CONTRIBUTION

2.1 NNB GenCo shall pay the following sums from the Community Safety Contribution to West Somerset Council:

2.1.1 the sum of **£99,869** to contribute towards meeting the costs of a Parish Liaison and Community Safety Officer, such sum to be paid in eight equal annual instalments beginning on the Transitional Date; and

2.1.2 the sum of **£15,600** in total to contribute towards meeting the costs properly incurred by the West Somerset Council CCU Officer attending meetings held after the Transitional Date to review emergency incident response planning in the context of the Project, to be paid in tranches against the presentation of invoices for such officer's reasonable and proper attendance costs for each such meeting.

2.2 NNB GenCo shall pay the following sums from the Community Safety Contribution to Sedgemoor Council:

2.2.1 the sum of **£99,869** to contribute towards meeting the costs of a Parish Liaison and Community Safety Officer, such sum to be paid in eight equal annual instalments beginning on the Transitional Date; and

2.2.2 the sum of **£8,544** in total to contribute towards meeting the costs properly incurred by the Sedgemoor Council CCU Officer attending meetings held after the Transitional Date to review emergency incident response planning in the context of the Project, to be paid in tranches against the presentation of invoices for such officer's reasonable and proper attendance costs for each such meeting.

- 2.3 NNB GenCo shall pay the following sums from the Community Safety Contribution to the County Council:
- 2.3.1 the sum of **£52,128** to contribute towards meeting the costs of carrying out the duties of a Community Safety Officer, such sum to be paid in eight equal annual instalments beginning on the Transitional Date; and
 - 2.3.2 the sum of **£54,072** in total to contribute towards meeting the costs incurred by the County Council in reviewing emergency incident response planning in the context of the Project and attending meetings held after the Transitional Date such sum to be paid on or before the Transitional Date.
- 2.4 NNB GenCo shall pay to Sedgemoor Council:
- 2.4.1 the sum of **£39,000** on or before the first anniversary of the Transitional Date;
 - 2.4.2 the sum of **£39,000** on or before the second anniversary of the Transitional Date;
 - 2.4.3 the sum of **£39,000** on or before the third anniversary of the Transitional Date; and
 - 2.4.4 the sum of **£39,000** on or before the fourth anniversary of the Transitional Date,
- as contributions towards the cost of Sedgemoor Council employing a Joint Community Safety Project Officer for Sedgemoor Council and West Somerset Council.
- 2.5 NNB GenCo shall pay the following sums from the Community Safety Contribution to the Avon and Somerset Constabulary:
- 2.5.1 the sum of **£2,589,986** to contribute towards meeting Avon and Somerset Constabulary's costs of the Community Safety Beat Team including the cost of procuring and operating a marked police vehicle for use by the Community Safety Beat Team, such sum to be paid in the following instalments:
 - (A) the sum of **£281,445** on or before the Transitional Date;
 - (B) the sum of **£348,818** on or before the first anniversary of the Transitional Date;
 - (C) the sum of **£391,379** on or before the second anniversary of the Transitional Date;
 - (D) the sum of **£433,941** on or before the third anniversary of the Transitional Date;
 - (E) the sum of **£391,379** on or before the fourth anniversary of the Transitional Date;
 - (F) the sum of **£348,818** on or before the fifth anniversary of the Transitional Date;
 - (G) the sum of **£220,884** on or before the sixth anniversary of the Transitional Date; and

(H) the sum of **£173,322** on or before the seventh anniversary of the Transitional Date,

PROVIDED THAT if Part 1 of **Annex 8** to this Deed applies to any of sub-paragraphs (A) to (H) then NNB GenCo shall not pay the amount specified in the relevant sub-paragraph and the amount to be paid by NNB GenCo pursuant to that sub-paragraph shall instead be revised in accordance with the provisions of Part 2 of **Annex 8** to this Deed and NNB GenCo shall pay such revised amount on or before the date specified in the relevant sub-paragraph; and

2.5.2 the sum of **£274,954** towards the cost of planning for responding to security incidents in relation to the Project, such sum to be paid in the following instalments:

(A) the sum of **£84,601** on or before the Transitional Date;

(B) the sum of **£63,451** on or before the first anniversary of the Transitional Date;

(C) the sum of **£42,301** on or before the second anniversary of the Transitional Date;

(D) the sum of **£21,150** on or before the third anniversary of the Transitional Date;

(E) the sum of **£21,150** on or before the fourth anniversary of the Transitional Date;

(F) the sum of **£21,150** on or before the fifth anniversary of the Transitional Date; and

(G) the sum of **£21,150** on or before the sixth anniversary of the Transitional Date.

2.6 NNB GenCo shall pay the following sums from the Community Safety Contribution to the Devon and Somerset Fire and Rescue Services:

2.6.1 the sum of **£269,808** towards the costs of Devon and Somerset Fire and Rescue Services employing the DSFRS Community Safety Officer, such sum to be paid in eight equal annual instalments beginning on the Transitional Date; and

2.6.2 the sum of **£72,928** towards the costs incurred by Devon and Somerset Fire and Rescue Services attending site familiarisation visits occurring after the Transitional Date, such sum to be paid in tranches against the presentation of an invoice following each such visit;

2.6.3 the sum of **£160,147** towards the costs incurred by Devon and Somerset Fire and Rescue Services reviewing and updating plans for responding to incidents in relation to the Project and funding for attendance at meetings of the Emergency Services and Local Authorities Group, such sum to be paid in eight equal annual instalments beginning on the Transitional Date.

2.7 NNB GenCo shall pay the sum of **£111,200** from the Community Safety Contribution to the South Western Ambulance Service Trust towards the costs incurred by South Western

Ambulance Service Trust reviewing and updating plans for responding to incidents in relation to the Project and funding for attendance at meetings of the Emergency Services and Local Authorities Group, such sum to be paid in eight equal annual instalments beginning on the Transitional Date.

3. COMMUNITY SAFETY CONTINGENCY

3.1 Subject to paragraph 3.6, NNB GenCo shall pay to West Somerset Council:

3.1.1 in the event that any protest or demonstration against the Project occurs after the Transitional Date, an amount determined in accordance with paragraph 3.6 to contribute towards the uninsured costs of any repairs, making good or cleaning reasonably incurred by West Somerset Council as a result of that protest or demonstration **PROVIDED THAT** the total amount paid under this paragraph 3.1.1 shall not exceed **£51,152**;

3.1.2 in the event of any incident in relation to the Project after the Transitional Date that results in the evacuation of local residents or businesses from their premises, an amount determined in accordance with paragraph 3.6 to contribute towards the costs incurred by West Somerset Council in relation to that evacuation **PROVIDED THAT** the total amount paid under this paragraph 3.1.2 shall not exceed **£202,400**.

3.2 Subject to paragraph 3.6, NNB GenCo shall pay to Sedgemoor Council:

3.2.1 in the event that any protest or demonstration against the Project occurs after the Transitional Date, an amount determined in accordance with paragraph 3.6 to contribute towards the uninsured costs of any repairs, making good or cleaning reasonably incurred by Sedgemoor Council as a result of that protest or demonstration **PROVIDED THAT** the total amount paid under this paragraph 3.2.1 shall not exceed **£51,152**;

3.2.2 in the event of any incident in relation to the Project after the Transitional Date that results in the evacuation of local residents or businesses from their premises, an amount determined in accordance with paragraph 3.6 to contribute towards the costs reasonably incurred by Sedgemoor Council in relation to that evacuation **PROVIDED THAT** the total amount paid under this paragraph 3.2.2 shall not exceed **£202,400**.

3.3 Subject to paragraph 3.6, NNB GenCo shall pay to the County Council:

3.3.1 in the event of any incident in relation to the Project after the Transitional Date that results in the evacuation of local residents or businesses from their premises, an amount determined in accordance with paragraph 3.6 to contribute towards the costs reasonably incurred by the County Council in relation to that evacuation **PROVIDED THAT** the total amount paid under this paragraph 3.3 shall not exceed **£68,800**.

3.4 Subject to paragraph 3.6, NNB GenCo shall pay:

3.4.1 to the Avon and Somerset Constabulary, in the event that the Avon and Somerset Constabulary (acting reasonably) after the Transitional Date conducts a public safety initiative (including speed awareness, security of premises and vehicles

and drink driving) the need for which is directly attributable to the Project, an amount determined in accordance with paragraph 3.6 to contribute towards the costs reasonably incurred by the Avon and Somerset Constabulary in carrying out that public safety initiative;

3.4.2 to the Devon and Somerset Fire and Rescue Services, in the event that the Devon and Somerset Fire and Rescue Services (acting reasonably) after the Transitional Date conducts a public safety initiative (including speed awareness, safety of premises and vehicles and drink driving) the need for which is directly attributable to the Project, an amount determined in accordance with paragraph 3.6 to contribute towards the costs reasonably incurred by the Devon and Somerset Fire and Rescue Services in carrying out that public safety initiative;

3.4.3 to the South Western Ambulance Service Trust, in the event that the South Western Ambulance Service Trust (acting reasonably) after the Transitional Date conducts a public safety initiative (including speed awareness, security of premises and vehicles and drink driving) the need for which is directly attributable to the Project, an amount determined in accordance with paragraph 3.6 to contribute towards the costs reasonably incurred by the South Western Ambulance Service Trust in carrying out that public safety initiative,

PROVIDED THAT the total amount to be paid under this paragraph 3.4 shall not exceed **£40,000**.

3.5 Subject to paragraph 3.6, NNB GenCo shall pay to the Devon and Somerset Fire and Rescue Services, in the event that the Maritime Fire Fighting Training funded by NNB GenCo pursuant to paragraph 3.1.8(B) of Schedule 4 to the **Site Preparation Works Section 106 Agreement** requires renewal after the Transitional Date due to passage of time and the potential need for a response to an incident which is directly attributable to the Project and in a maritime environment remains, an amount determined in accordance with paragraph 3.6 to contribute towards the costs reasonably incurred by the Devon and Somerset Fire and Rescue Services in undertaking further necessary Maritime Fire Fighting Training **PROVIDED THAT** the total amount paid under this paragraph 3.5 shall not exceed **£71,122**.

3.6 Payments pursuant to this paragraph 3 shall only be made after the Transitional Date following approval by NNB GenCo of a request received from West Somerset Council, Sedgemoor Council, the County Council, the Avon and Somerset Constabulary, the Devon and Somerset Fire and Rescue Services or the South Western Ambulance Service Trust (as appropriate) detailing the amounts requested to be paid by reference to the relevant paragraph of this Schedule 3.

4. COMMUNITY SAFETY MANAGEMENT PLAN

4.1 Subject to the following provisions of this paragraph 4, NNB GenCo shall during the Construction Period implement the initiatives described in the **Community Safety Management Plan**.

4.2 On the first anniversary of the Transitional Date and annually thereafter the Emergency Services and Local Authorities Group shall review NNB GenCo's progress in implementing the **Community Safety Management Plan** and consider whether the

Community Safety Management Plan in its then current form remains appropriate and shall report the findings of its review to NNB GenCo.

- 4.3 Following receipt from the Emergency Services and Local Authorities Group of its findings of any review carried out pursuant to paragraph 4.2, NNB GenCo may (in consultation with the Emergency Services and Local Authorities Group and taking into account those findings) make such changes to the **Community Safety Management Plan** as are appropriate in order to ensure that the Community Safety Management Plan is effective and capable of implementation.

SCHEDULE 4 – ECONOMIC DEVELOPMENT AND TOURISM

1. DEFINITIONS AND INTERPRETATION

- 1.1 Where in this Schedule the following defined terms and expressions are used they shall have the following respective meanings unless otherwise stated:

"Economic Development County Council Contribution" means the sum of **£355,840** to be paid to the County Council pursuant to paragraph 2;

"Economic Development Sedgemoor Contribution" means the sum of **£2,400,000** to be paid to Sedgemoor Council pursuant to paragraphs 5, 6 and 7;

"Economic Development West Somerset Contribution" means the sum of **£900,000** to be paid to West Somerset Council pursuant to paragraphs 8 and 9;

"Economic Development Officer" means an economic development officer or officers to be directly employed by West Somerset Council or by Sedgemoor Council as the case may be whose outline scope of duties is to liaise, as and when appropriate, with NNB GenCo and its principal contractors to maximise the use of local suppliers and businesses in the immediate local area, to participate in stakeholder activity and NNB GenCo's **Supply Chain Engagement Strategy** to support long term economic development objectives across Sedgemoor and West Somerset and specifically Bridgwater and to advise on the expenditure of the Economic Development Sedgemoor Contribution or the Economic Development West Somerset Contribution (as the case may be) so that it may be used to remove barriers to local growth and to assist local business in responding to the opportunities presented by the Project;

"Local Tourism Officer" means the tourism officer to be employed by West Somerset Council and whose role would include the preparation of the Tourism Strategy and Action Plan, formulation and delivery of marketing and educational initiatives, developing promotions in West Somerset and Sedgemoor, liaising with tourism businesses, working with the Travel Plan Officer with respect to the Tourism Visitor Management Plan, formulating and delivering education, skills and business support activities, liaising with tourism accommodation providers on standards, quality, planning advice and monitoring of construction worker take-up of bed-spaces, monitoring of tourism related impacts, and liaising with partner organisations;

"Low Carbon Cluster Contribution" means the sum of **£320,000** to be paid to the County Council pursuant to paragraph 3;

"Marketing and Promotional Initiatives" means the marketing and promotional initiatives to be developed under the Tourism Strategy and Action Plan promoting Somerset and Exmoor as a visitor destination, such marketing and promotional initiatives could include artwork, agency fees, social media and online public relations, outdoor advertising, email advertising, online advertising, press advertising and advertorials;

"Sedgemoor and Somerset Information Centres" means the Bridgwater information centre (currently located at the Bridgwater Arts Centre), Burnham-on-Sea information centre, Sedgemoor Services M5 information centre and A303 information centre;

"Strategic Economic Development Officer" means an officer employed by the County Council whose duties shall be working with NNB GenCo and its principal contractors to

maximise the use of local suppliers, participating in stakeholder activity and NNB GenCo's **Supply Chain Engagement Strategy** to support long-term economic development objectives and cluster development activity across Somerset and the wider region;

"Strategic Tourism Officer" means the tourism officer to be employed jointly by the County Council and Sedgemoor Council, reporting to the County Council on strategic tourism matters, and Sedgemoor Council on local tourism matters and whose role includes the preparation of the Tourism Strategy and Action Plan, formulation and delivery of marketing and educational initiatives, developing promotions in the wider Sedgemoor and County area, liaising with tourism businesses, working with the Travel Plan Officer with respect to the Tourism Visitor Management Plan, formulating and delivering education, skills and business support activities, liaising with tourism accommodation providers on standards, quality, planning advice and monitoring of construction worker take-up of bed-spaces, monitoring of tourism related impacts, and liaising with partner organisations;

"Supply Chain Engagement Strategy" means the document attached to this Deed at **Annex 9** setting out *inter alia* the steps that NNB GenCo will take in order that the local supply chain may benefit from the Project (as the same may from time to time be amended in accordance with paragraph 5 of Schedule 14);

"Tourism Action Partnership" means West Somerset Council, the County Council and Sedgemoor Council who will come together to decide how certain elements of the Tourism Contribution shall be applied after requesting and taking into account representations from representative bodies of businesses in the tourism sector;

"Tourism Contribution" means the sum of **£1,480,000** in total for the purpose of mitigating potential impacts on tourism arising from the Project to be paid pursuant to this Schedule 4;

"Tourism Monitoring Survey" means the annual survey to identify the potential types and levels of impact of the construction and operation of the Project on tourism in Somerset and identifying the impacts that this will have on tourism as an economic sector in Somerset;

"Tourism Strategy and Action Plan" means the tourism strategy and action plan which will coordinate tourism marketing and sector development activity to ensure that all activity is strategically significant, that there is no overlap between activities and that there are no significant gaps in response to the challenges and opportunities relating to the construction and operation of the Project;

"Tourism and Visitor Management Officer Resources" means operational budget to enable two full time Tourism Officers to be employed by West Somerset Council and/or Sedgemoor Council and/or the County Council to engage with the Tourism Action Partnership;

"Tourism Visitor Management Plan" means a visitor management plan for the geographic area extending from Williton in the north west, across to Steart in the east, south towards Bridgwater and bounded to the west by the Quantocks, which would set out travel planning measures together with promotional initiatives that seek to encourage day and weekend visits to West Somerset and Sedgemoor; and

"West Somerset Tourist Information Centres" means the Minehead information centre, Watchet information centre and Porlock information centre.

2. STRATEGIC ECONOMIC DEVELOPMENT OFFICER

- 2.1 During the Construction Period the County Council shall employ or procure the services of a Strategic Economic Development Officer whose terms of reference shall first have been agreed by NNB GenCo and the County Council.
- 2.2 Subject to the County Council employing or procuring the services of a Strategic Economic Development Officer in accordance with paragraph 2.1, NNB GenCo shall pay to the County Council:
 - 2.2.1 the sum of **£44,480** on or before the Commencement Date;
 - 2.2.2 the sum of **£44,480** on or before the first anniversary of the Commencement Date;
 - 2.2.3 the sum of **£44,480** on or before the second anniversary of the Commencement Date;
 - 2.2.4 the sum of **£44,480** on or before the third anniversary of the Commencement Date;
 - 2.2.5 the sum of **£44,480** on or before the fourth anniversary of the Commencement Date;
 - 2.2.6 the sum of **£44,480** on or before the fifth anniversary of the Commencement Date;
 - 2.2.7 the sum of **£44,480** on or before the sixth anniversary of the Commencement Date; and
 - 2.2.8 the sum of **£44,480** on or before the seventh anniversary of the Commencement Date,

to be applied as contributions towards the cost of the County Council employing the Strategic Economic Development Officer.

3. LOW CARBON CLUSTER

- 3.1 NNB GenCo shall pay to the County Council:
 - 3.1.1 the sum of **£40,000** on or before the Transitional Date;
 - 3.1.2 the sum of **£40,000** on or before the first anniversary of the Transitional Date;
 - 3.1.3 the sum of **£40,000** on or before the second anniversary of the Transitional Date;
 - 3.1.4 the sum of **£40,000** on or before the third anniversary of the Transitional Date;
 - 3.1.5 the sum of **£40,000** on or before the fourth anniversary of the Transitional Date;
 - 3.1.6 the sum of **£40,000** on or before the fifth anniversary of the Transitional Date;
 - 3.1.7 the sum of **£40,000** on or before the sixth anniversary of the Transitional Date; and

3.1.8 the sum of **£40,000** on or before the seventh anniversary of the Transitional Date, to be applied as contributions towards the cost of the County Council implementing initiatives and measures proposed by the County Council and approved by NNB GenCo to promote and develop a low carbon cluster in and around Somerset.

4. SUPPLY CHAIN ENGAGEMENT STRATEGY

NNB GenCo shall implement the initiatives described in the **Supply Chain Engagement Strategy** with effect from the Transitional Date until the end of the Construction Period.

5. ECONOMIC DEVELOPMENT OFFICER SEDGEMOOR

5.1 NNB GenCo shall pay to Sedgemoor Council:

5.1.1 the sum of **£45,000** on or before the later of the Transitional Date and the second anniversary of the Implementation of Phase 1;

5.1.2 the sum of **£45,000** on or before the later of the Transitional Date and the third anniversary of the Implementation of Phase 1;

5.1.3 the sum of **£45,000** on or before the later of the Transitional Date and the fourth anniversary of the Implementation of Phase 1;

5.1.4 the sum of **£45,000** on or before the later of the Transitional Date and the fifth anniversary of the Implementation of Phase 1;

5.1.5 the sum of **£45,000** on or before the later of the Transitional Date and the sixth anniversary of the Implementation of Phase 1;

5.1.6 the sum of **£45,000** on or before the later of the Transitional Date and the seventh anniversary of the Implementation of Phase 1;

5.1.7 the sum of **£45,000** on or before the later of the Transitional Date and the eighth anniversary of the Implementation of Phase 1; and

5.1.8 the sum of **£22,500** on or before the later of the Transitional Date and the ninth anniversary of the Implementation of Phase 1,

to be applied as contributions towards the cost of Sedgemoor Council employing an Economic Development Officer.

6. BUSINESS SUPPORT INITIATIVES SEDGEMOOR

6.1 NNB GenCo shall pay to Sedgemoor Council:

6.1.1 the sum of **£75,000** on or before the later of the Transitional Date and the second anniversary of the Implementation of Phase 1;

6.1.2 the sum of **£75,000** on or before the later of the Transitional Date and the third anniversary of the Implementation of Phase 1;

6.1.3 the sum of **£75,000** on or before the later of the Transitional Date and the fourth anniversary of the Implementation of Phase 1;

- 6.1.4 the sum of **£75,000** on or before the later of the Transitional Date and the fifth anniversary of the Implementation of Phase 1;
- 6.1.5 the sum of **£75,000** on or before the later of the Transitional Date and the sixth anniversary of the Implementation of Phase 1;
- 6.1.6 the sum of **£75,000** on or before the later of the Transitional Date and the seventh anniversary of the Implementation of Phase 1;
- 6.1.7 the sum of **£75,000** on or before the later of the Transitional Date and the eighth anniversary of the Implementation of Phase 1; and
- 6.1.8 the sum of **£37,500** on or before the later of the Transitional Date and the ninth anniversary of the Implementation of Phase 1,

as contributions towards the cost of Sedgemoor Council's business support initiatives and relevant projects which have a relationship to the Project.

7. ECONOMIC COSTS OF CONGESTION

7.1 NNB GenCo shall pay to Sedgemoor Council:

- 7.1.1 the sum of **£200,000** on or before the Commencement Date;
- 7.1.2 the sum of **£200,000** on or before the first anniversary of the Commencement Date;
- 7.1.3 the sum of **£200,000** on or before the second anniversary of the Commencement Date;
- 7.1.4 the sum of **£200,000** on or before the third anniversary of the Commencement Date;
- 7.1.5 the sum of **£200,000** on or before the fourth anniversary of the Commencement Date;
- 7.1.6 the sum of **£200,000** on or before the fifth anniversary of the Commencement Date;
- 7.1.7 the sum of **£200,000** on or before the sixth anniversary of the Commencement Date; and
- 7.1.8 the sum of **£100,000** on or before the seventh anniversary of the Commencement Date,

as contributions towards the cost of Sedgemoor Council delivering initiatives and relevant projects to mitigate the economic effects of congestion in Bridgwater.

8. ECONOMIC DEVELOPMENT OFFICER WEST SOMERSET

8.1 NNB GenCo shall pay to West Somerset Council:

- 8.1.1 the sum of **£45,000** on or before the later of the Transitional Date and the second anniversary of the Implementation of Phase 1;

- 8.1.2 the sum of **£45,000** on or before the later of the Transitional Date and the third anniversary of the Implementation of Phase 1;
- 8.1.3 the sum of **£45,000** on or before the later of the Transitional Date and the fourth anniversary of the Implementation of Phase 1;
- 8.1.4 the sum of **£45,000** on or before the later of the Transitional Date and the fifth anniversary of the Implementation of Phase 1;
- 8.1.5 the sum of **£45,000** on or before the later of the Transitional Date and the sixth anniversary of the Implementation of Phase 1;
- 8.1.6 the sum of **£45,000** on or before the later of the Transitional Date and the seventh anniversary of the Implementation of Phase 1;
- 8.1.7 the sum of **£45,000** on or before the later of the Transitional Date and the eighth anniversary of the Implementation of Phase 1; and
- 8.1.8 the sum of **£22,500** on or before the later of the Transitional Date and the ninth anniversary of the Implementation of Phase 1,

as contributions towards the cost of West Somerset Council employing an Economic Development Officer.

9. BUSINESS SUPPORT INITIATIVES WEST SOMERSET

9.1 NNB GenCo shall pay to West Somerset Council:

- 9.1.1 the sum of **£75,000** on or before the later of the Transitional Date and the second anniversary of the Implementation of Phase 1;
- 9.1.2 the sum of **£75,000** on or before the later of the Transitional Date and the third anniversary of the Implementation of Phase 1;
- 9.1.3 the sum of **£75,000** on or before the later of the Transitional Date and the fourth anniversary of the Implementation of Phase 1;
- 9.1.4 the sum of **£75,000** on or before the later of the Transitional Date and the fifth anniversary of the Implementation of Phase 1;
- 9.1.5 the sum of **£75,000** on or before the later of the Transitional Date and the sixth anniversary of the Implementation of Phase 1;
- 9.1.6 the sum of **£75,000** on or before the later of the Transitional Date and the seventh anniversary of the Implementation of Phase 1;
- 9.1.7 the sum of **£75,000** on or before the later of the Transitional Date and the eighth anniversary of the Implementation of Phase 1; and
- 9.1.8 the sum of **£37,500** on or before the later of the Transitional Date and the ninth anniversary of the Implementation of Phase 1,

as contributions towards the cost of West Somerset Council's business support initiatives and relevant projects which have a relationship to the Project.

10. TOURISM CONTRIBUTION SEDGEMOOR AND SOMERSET COUNTY

10.1 NNB GenCo shall pay to Somerset County Council:

- 10.1.1 the sum of **£45,000** on or before the Commencement Date;
- 10.1.2 the sum of **£45,000** on or before the first anniversary of the Commencement Date;
- 10.1.3 the sum of **£45,000** on or before the second anniversary of the Commencement Date; and
- 10.1.4 the sum of **£45,000** on or before the third anniversary of the Commencement Date,

as contributions towards the cost of carrying out the duties of the Strategic Tourism Officer; and

- 10.1.5 the sum of **£40,000** on or before the later of the Transitional Date and the second anniversary of the Implementation of Phase 2;
- 10.1.6 the sum of **£40,000** on or before the later of the Transitional Date and the third anniversary of the Implementation of Phase 2;
- 10.1.7 the sum of **£40,000** on or before the later of the Transitional Date and the fourth anniversary of the Implementation of Phase 2; and
- 10.1.8 the sum of **£40,000** on or before the later of the Transitional Date and the fifth anniversary of the Implementation of Phase 2,

as contributions towards the cost of operating the Sedgemoor and Somerset Information Centres.

11. TOURISM CONTRIBUTION WEST SOMERSET

11.1 NNB GenCo shall pay to West Somerset Council:

- 11.1.1 the sum of **£45,000** on or before the later of the Transitional Date and the second anniversary of the Implementation of Phase 2;
- 11.1.2 the sum of **£45,000** on or before the later of the Transitional Date and the third anniversary of the Implementation of Phase 2;
- 11.1.3 the sum of **£45,000** on or before the later of the Transitional Date and the fourth anniversary of the Implementation of Phase 2; and
- 11.1.4 the sum of **£45,000** on or before the later of the Transitional Date and the fifth anniversary of the Implementation of Phase 2,

as contributions towards the cost of West Somerset Council employing the Local Tourism Officer; and

- 11.1.5 the sum of **£40,000** on or before the later of the Transitional Date and the second anniversary of the Implementation of Phase 2;

- 11.1.6 the sum of **£40,000** on or before the later of the Transitional Date and the third anniversary of the Implementation of Phase 2;
- 11.1.7 the sum of **£40,000** on or before the later of the Transitional Date and the fourth anniversary of the Implementation of Phase 2; and
- 11.1.8 the sum of **£40,000** on or before the later of the Transitional Date and the fifth anniversary of the Implementation of Phase 2,

as contributions towards the cost of operating the West Somerset Tourist Information Centres.

12. MARKETING AND PROMOTIONAL INITIATIVES

12.1 NNB GenCo shall pay to West Somerset Council, on behalf of the Tourism Action Partnership:

- 12.1.1 the sum of **£200,000** on or before the later of the Transitional Date and the second anniversary of the Implementation of Phase 2;
- 12.1.2 the sum of **£200,000** on or before the later of the Transitional Date and the third anniversary of the Implementation of Phase 2;
- 12.1.3 the sum of **£200,000** on or before the later of the Transitional Date and the fourth anniversary of the Implementation of Phase 2; and
- 12.1.4 the sum of **£200,000** on or before the later of the Transitional Date and the fifth anniversary of the Implementation of Phase 2,

for the purposes of the Tourism Action Partnership carrying out the Marketing and Promotional Initiatives and carrying out the Tourism Monitoring Survey.

SCHEDULE 5 – EDUCATION

1. DEFINITIONS AND INTERPRETATION

- 1.1 Where in this Schedule the following defined terms and expressions are used they shall have the following respective meanings unless otherwise stated:

"Admission Numbers" means the admission numbers for schools in Somerset as set out in the relevant admissions documents for such schools;

"Admissions Process" means the process of applying the statutory admissions code of practice by school admissions authorities (including the County Council along with other school admissions authorities such as academies, foundation, free and voluntary aided schools) such overall process published by the County Council from time to time in its co-ordinating role and which will be provided to NNB GenCo by the County Council at NNB GenCo's request;

"Capacity Report" means, in relation to each school term in Somerset, a report setting out the results of the County Council's monitoring of the number of Workforce Children and the take-up of school places by Workforce Children in relation to the available supply of school places within Somerset and including the information specified in paragraph 3.2;

"Cost Indicators" means the cost indicators for school pupils published by the County Council from time to time and based on guidance provided by the Department for Education;

"Education Contributions" means the amounts to be paid to the County Council pursuant to paragraph 4;

"Education Strategy" means the strategy to provide educational services referred to in Schedule 7 to the [Site Preparation Works Section 106 Agreement](#); and

"Workforce Children" means, in relation to each Capacity Report, school-aged children who are dependants of members of the Workforce who were not resident in Somerset and whose children did not attend schools in Somerset before the date which is six months prior to the end of the period to which the Capacity Report applies.

2. EDUCATION STRATEGY

- 2.1 It is hereby acknowledged that NNB GenCo is obliged pursuant to paragraph 2.2 of Schedule 7 to the [Site Preparation Works Section 106 Agreement](#) to implement the [Education Strategy](#) with effect from the date determined in accordance with that paragraph.
- 2.2 NNB GenCo shall implement the [Education Strategy](#) for the duration of the Construction Period in partnership with its contractors and partners, the County Council and other key stakeholders.
- 2.3 With effect from the Transitional Date, NNB GenCo shall use reasonable endeavours to spend the sum of **£200,000** in accordance with the [Education Strategy](#) prior to 30 September 2016 or, if later, prior to the date that is 39 months after the Implementation of the Site Preparation Works.

- 2.4 With effect from the date on which NNB GenCo has spent the whole of the **£200,000** sum referred to in paragraph 2.3 in accordance with the **Education Strategy**, NNB GenCo shall thereafter until the end of the Construction Period use reasonable endeavours to deliver the level of activity and outcomes set out in the Education Strategy in partnership with its contractors and partners, the County Council and other key stakeholders.

3. MONITORING OF WORKFORCE CHILDREN POPULATION

- 3.1 During the Construction Period the County Council (in consultation with NNB GenCo) shall undertake monitoring of the number of Workforce Children and the take-up of school places by Workforce Children in relation to the available supply of school places within Somerset and will provide a Capacity Report to NNB GenCo within 10 Working Days of the end of each school term in Somerset during the Construction Period.

- 3.2 Each Capacity Report shall in relation to the period to which that Capacity Report applies:

- 3.2.1 taking into account the number of school places which have been or could be funded by payments already made pursuant to paragraphs 4.1.1 and 4.2, identify the number of Workforce Children (if any) who during that period have applied in accordance with the Admissions Process for admission to schools in Somerset and: (i) whose first three choices on the school admission application form were for schools in Somerset where the number of applications during that period for a place at the school exceeded the Admission Numbers for that school; and (ii) for whom the nearest school to their home address is a school in Somerset where the number of applications during that period for a place at the school exceeded the Admission Numbers for that school;
- 3.2.2 specify the then applicable Cost Indicators for pre-school, primary school and secondary school pupils;
- 3.2.3 in relation to each phase of education (being pre-school, primary school and secondary school), specify the amount if any to be paid by NNB GenCo to the County Council pursuant to paragraph 4.2 following approval by NNB GenCo of the Capacity Report and calculated in accordance with the following formula:

$$\textit{Amount} = \textit{Number of Children} \times \textit{Relevant Cost Indicator}$$

where:

“*Amount*” is the amount to be paid by NNB GenCo;

“*Number of Children*” is the number of relevant pre-school age or primary school age or secondary school age (as appropriate) Workforce Children identified pursuant to paragraph 3.2.1, subject to the proviso in paragraph 4.2.1; and

“*Relevant Cost Indicator*” is 75% of the then applicable Cost Indicator for pre-school children or primary school children or secondary school children (as appropriate),

and identify the school places any such payments will fund;

- 3.2.4 include information on the expenditure by the County Council of any sums received from NNB GenCo pursuant to this Schedule 5, including details of the school places funded by any such sums; and
- 3.2.5 include any other information as may be agreed between NNB GenCo and the County Council from time to time.

4. EDUCATION CONTRIBUTIONS

4.1 NNB GenCo shall pay the following amounts to the County Council:

- 4.1.1 the sum of **£1,220,000** towards the cost of providing additional pre-school and/or primary school places in areas in Somerset where pre-school and/or primary school capacity is expected to be limited, such sum to be paid on or before the Transitional Date; and
- 4.1.2 the sum of **£300,000** to fund the following measures in order to facilitate the integration of Workforce Children into local schools:
- (A) employment of staff to support the administration and educational needs of Workforce Children;
 - (B) provision of information and/or curriculum support to schools attended by and/or likely to be attended by Workforce Children;
 - (C) liaising with relevant agencies where such would help achieve integration of Workforce Children into local schools; and
 - (D) monitoring and responding to the needs of Workforce Children,

such sum to be paid in five equal annual instalments beginning on the Transitional Date.

4.2 Following receipt of a Capacity Report from the County Council and subject to paragraph 4.3, NNB GenCo may:

- 4.2.1 accept the findings of the Capacity Report, in which case it shall, if applicable, within 15 Working Days of receipt of the Capacity Report pay to the County Council the amount specified in the Capacity Report pursuant to paragraph 3.2.3, such amount to be applied by the County Council towards the cost of providing the additional school places identified in that Capacity Report in accordance with paragraph 3.2.3 **PROVIDED THAT** NNB GenCo shall under no circumstances be required pursuant to this paragraph 4 to make more than one payment in respect of any child; or
- 4.2.2 dispute the findings of the Capacity Report, in which case it shall refer the matter for dispute resolution in accordance with clause 10.

4.3 The maximum liability of NNB GenCo pursuant to paragraph 4.2 is **£1,290,000** Index Linked in accordance with clause 12.

SCHEDULE 6 – HEALTH

1. DEFINITIONS AND INTERPRETATION

- 1.1 Where in this Schedule the following defined terms and expressions are used they shall have the following respective meanings unless otherwise stated:

"GP Federation" means the relevant federation of general practitioners for the area in which the HPC Development Site is situated;

"Health Contribution" means the sum of **£977,715** to be paid pursuant to paragraph 2; and

"Hinkley Health" means the private occupational healthcare service to be provided on behalf of NNB GenCo to members of the Workforce during the Construction Period, which will provide a package of risk prevention, health promotion and treatment initiatives.

2. HEALTH CONTRIBUTION

- 2.1 NNB GenCo shall pay to the PCT:

2.1.1 on or before the Transitional Date the sum of **£325,905**;

2.1.2 on or before the first anniversary of the Transitional Date the sum of **£325,905**; and

2.1.3 on or before the second anniversary of the Transitional Date the sum of **£325,905**, such sums to be applied by the PCT in accordance with the following provisions of this paragraph 2.

- 2.2 No more than **£133,805** of the Health Contribution shall be applied by the PCT towards the cost of ambulance call-outs associated with the Project.
- 2.3 No more than **£50,460** of the Health Contribution shall be applied by the PCT towards the cost of referrals to the PCT of non-home-based workers.
- 2.4 No more than **£793,450** of the Health Contribution shall be applied by the PCT towards the cost to the PCT of providing healthcare to non-home-based workers' families and dependants for the period during which the PCT's mainstream funding for providing healthcare services does not cover the cost of providing healthcare services to such persons.

3. HINKLEY HEALTH PROVISION

- 3.1 NNB GenCo shall use reasonable endeavours to establish prior to the Transitional Date a strategic relationship protocol between NNB GenCo, the relevant Hinkley Health contractor, NHS Somerset Clinical Commissioning Group and the GP Federation governing engagement and reporting mechanisms between NNB GenCo, Hinkley Health and the GP Federation, the protocol for referrals to general practitioners, secondary care arrangements and emergency situations.
- 3.2 NNB GenCo shall use reasonable endeavours to ensure that any contract for the provision of Hinkley Health includes a provision to provide a general practitioner who would receive

any referrals of members of the Workforce to general practitioners that are in excess of the number of referrals to general practitioners that are anticipated in the **Health Action Plan**.

SCHEDULE 7 – ARCHAEOLOGY AND HERITAGE

1. DEFINITIONS AND INTERPRETATION

- 1.1 Where in this Schedule the following defined terms and expressions are used they shall have the following respective meanings unless otherwise stated:

"**Archaeological and Heritage Contribution**" means the sum of **£300,000** to be paid and applied in accordance with paragraph 2;

"**Castle House**" means the Grade II* listed building located on Queen Street, Bridgwater;

"**Set-piece Excavations**" means a programme of controlled, intrusive fieldwork with defined research objectives which will examine, record and interpret archaeological deposits, features and structures and, as appropriate, retrieve artefacts, ecofacts and other remains in order to offset the impacts of the Project on buried archaeology within the relevant site; and

"**The SAVE Trust**" means the registered charity of that name and whose registered charity number is 1069501 (company number 4056096).

2. ARCHAEOLOGY AND HERITAGE CONTRIBUTION

- 2.1 NNB GenCo shall pay to The SAVE Trust the sum of **£231,218** to be applied as a contribution towards The SAVE Trust's project for the restoration of Castle House within 4 weeks of approval by NNB GenCo of a costed proposal including a timetable for the works to be carried out for such project provided to it by The Save Trust **PROVIDED THAT** NNB GenCo shall not be required to pay such sum prior to the date 4 weeks after the Transitional Date.

- 2.2 NNB GenCo shall pay to the County Council on or before the Commencement Date:

2.2.1 the sum of **£23,090** to be used for the purposes of the County Council monitoring the impact of the Project on archaeological remains at the HPC Development Site, the Junction 23 Site and the Cannington Bypass Site and monitoring the measures (to be carried out by NNB GenCo pursuant to the Development Consent Order) to mitigate those impacts; and

2.2.2 the sum of **£35,692** to be used for the purposes of the County Council funding an outreach and education programme to disseminate the results of the archaeological investigations carried out at the Sites to offset the impacts of the Project on the historic environment.

- 2.3 NNB GenCo shall if reasonably requested by the County Council pay to the County Council a further sum of up to **£10,000**, such sum to be requested in the event that discoveries over and above those envisaged through Set-piece Excavations are encountered at any of the Sites to be used for the purposes specified in paragraph 2.2 **PROVIDED THAT** if:

2.3.1 no such request has been received by NNB GenCo within one year from the end of the last Set-piece Excavation on all of the Sites then on that date NNB GenCo shall instead pay such sum to The SAVE Trust; or

2.3.2 the total amount paid to the County Council under this paragraph 2.3 by the date referred to in paragraph 2.3.1 is less than £10,000, the balance shall be paid to The SAVE Trust,

to be applied as a contribution towards The SAVE Trust's project for the restoration of Castle House.

SCHEDULE 8 – LANDSCAPE AND VISUAL

1. DEFINITIONS AND INTERPRETATION

- 1.1 Where in this Schedule the following defined terms and expressions are used they shall have the following respective meanings unless otherwise stated:

"Landscape and Visual Contributions" means the payments totalling **£350,000** to be made pursuant to this Schedule 8;

"Landscape Improvement Scheme" means the scheme established pursuant to Schedule 10 to the **Site Preparation Works Section 106 Agreement** to deliver area wide landscape improvements that provide habitat corridors to help all wildlife to adapt to climate change, corridor links between the woodlands on the north and south commons and heath land reversion to link the heath land areas on the Quantocks and to assist in research and monitoring of the spread of *phytophthora ramorum*;

"Landscape Project Officer" means a landscape project officer employed by the County Council and/or the Quantock Hills Area of Outstanding Natural Beauty Service to manage the partnership working and commissioning of landscape enhancement works in consultation with West Somerset Council and Sedgemoor Council and to monitor NNB GenCo's and its partners' and contractors' compliance with relevant landscaping schemes committed to by NNB GenCo pursuant to the Development Consent Order;

"Landscape Schemes" means the Landscape Improvement Scheme and the Quantock Hills and Vale Landscape Development Fund; and

"Quantock Hills and Vale Landscape Development Fund" means the fund established pursuant to Schedule 10 to the **Site Preparation Works Section 106 Agreement** to support projects developed in conjunction with the Councils, which either restore or develop landscape features in the Quantock Hills and Vale, including hedge laying and planting, traditional standard orchard restoration, small woodland management, wild flower meadows, willow pollarding, dry stone wall restoration, planting native trees, pond restoration and a "circular economic scheme" (including marketing links between local food products and a landscape managed for community benefit or developing traditional industry around woodland products, linking these projects to a network of circular routes for pedestrians, cyclist and equestrian users across the Quantock Hills and Vale).

2. LANDSCAPE SCHEMES

- 2.1 NNB GenCo shall pay to the County Council:

2.1.1 the sum of **£40,000** on or before the later of the Transitional Date and the first anniversary of the Implementation of Phase 2;

2.1.2 the sum of **£40,000** on or before the later of the Transitional Date and the second anniversary of the Implementation of Phase 2;

2.1.3 the sum of **£40,000** on or before the later of the Transitional Date and the third anniversary of the Implementation of Phase 2;

2.1.4 the sum of **£40,000** on or before the later of the Transitional Date and the fourth anniversary of the Implementation of Phase 2; and

2.1.5 the sum of **£40,000** on or before the later of the Transitional Date and the fifth anniversary of the Implementation of Phase 2,

for the purpose of providing additional funding for application by the County Council on the Landscape Schemes.

3. LANDSCAPE PROJECT OFFICER

3.1 NNB GenCo shall pay to the County Council:

3.1.1 the sum of **£30,000** on or before the later of the Transitional Date and the second anniversary of the Implementation of Phase 2;

3.1.2 the sum of **£30,000** on or before the later of the Transitional Date and the third anniversary of the Implementation of Phase 2;

3.1.3 the sum of **£30,000** on or before the later of the Transitional Date and the fourth anniversary of the Implementation of Phase 2;

3.1.4 the sum of **£30,000** on or before the later of the Transitional Date and the fifth anniversary of the Implementation of Phase 2; and

3.1.5 the sum of **£30,000** on or before the later of the Transitional Date and the sixth anniversary of the Implementation of Phase 2,

for the purpose of the County Council and/or the Quantock Hills Area of Outstanding Natural Beauty Service continuing to carry out the duties of a Landscape Project Officer until the seventh anniversary of the Implementation of Phase 2.

3.2 Prior to the later of the Transitional Date and the seventh anniversary of the Implementation of Phase 2, NNB GenCo (in consultation with the County Council) shall review the employment of the Landscape Project Officer and may (in its absolute discretion) elect to provide such further funding to support the continued employment of the Landscape Project Officer for such period as NNB GenCo may determine (in consultation with the County Council).

SCHEDULE 9 – PUBLIC RIGHTS OF WAY AND AMENITY

1. DEFINITIONS AND INTERPRETATION

1.1 Where in this Schedule the following defined terms and expressions are used they shall have the following respective meanings unless otherwise stated:

"Area 1" means the area marked as Area 1 on **Plan 8** annexed to this Deed;

"Area 2" means the area marked as Area 2 on **Plan 8** annexed to this Deed;

"Area 2 Approval" means the approval of all reserved matters pursuant to **outline planning permission 09/08/00017** or such other detailed planning permission for the laying out and completion of a senior football pitch and a temporary changing room facility on Area 2;

"Area 4" means the area marked as Area 4 on **Plan 8** annexed to this Deed;

"Existing Playing Fields" means the two senior football pitches and one junior football pitch situated on the date of this Deed at Bridgwater A;

"**North East Bridgwater s106 Agreement**" means the agreement made on 2 July 2010 pursuant to section 106 of the 1990 Act between (1) Sedgemoor District Council (2) Somerset County Council (3) Hallam Land Management Limited (4) Innovia Cellophane Limited and (5) John Anthony Moate, as varied by an agreement made pursuant to section 106 of the 1990 Act dated 9 December 2010 between (1) Sedgemoor District Council (2) Somerset County Council (3) Hallam Land Management Limited (4) Innovia Cellophane Limited (5) John Anthony Moate (6) BDW Trading Limited and (7) Optimisation Developments Limited;

"PROW Contribution" means the sum of **£443,239** to be paid to the County Council pursuant to paragraph 2;

"ROW Schedule of Works" means the schedule of works set out in **Annex 10** to this Deed (as the same may be amended from time to time by agreement between NNB GenCo and the County Council);

"Rugby Club" means Bridgwater and Albion Rugby Football Club Limited, an Industrial and Provident Society, incorporated and registered in England and Wales with company number IP28512R whose registered office is at 4 King Square, Bridgwater, Somerset, TA6 3YF; and

"Transitional Arrangements" means a senior football pitch and changing room facility that may be provided in the circumstances set out in paragraph 3.3 and which (if provided) are to be available for the period between the removal of the Existing Playing Fields and the point at which the facilities to be provided pursuant to paragraph 3.2 are useable.

2. PROW CONTRIBUTION

2.1 NNB GenCo shall pay to the County Council the sum of **£296,597** on or before the Commencement Date as a contribution towards the cost of the County Council carrying out the works, diversions and related activities set out in the ROW Schedule of Works.

2.2 NNB GenCo shall pay to the County Council the sum of **£146,642** on or before the Unit 2 Commissioning Date as a contribution towards the cost of the County Council carrying out the works, diversions and related activities set out in the ROW Schedule of Works.

2.3 The County Council shall apply the PROW Contribution in accordance with the ROW Schedule of Works.

3. PROVISION OF REPLACEMENT SPORTS PITCHES IN BRIDGWATER

3.1 NNB GenCo shall submit an application for Area 2 Approval to Sedgemoor Council on or before 24 September 2012.

3.2 Subject to the grant of Area 2 Approval by Sedgemoor Council before 1 January 2013 and subject to paragraph 3.3, NNB GenCo shall not remove the Existing Playing Fields unless a senior football pitch has been laid out on Area 2 and a temporary changing room facility (subject to paragraph 3.5) has been laid out on Area 2, or such other location reasonably convenient to Area 2.

3.3 Where applicable and subject to paragraph 3.5, if the senior football pitch and temporary changing room facility referred to in paragraph 3.2 are not available by 30 September 2013 then NNB GenCo shall use reasonable endeavours to agree with Sedgemoor Council (acting reasonably and without delay) such Transitional Arrangements to ensure continuity of provision of appropriate facilities and NNB GenCo shall be entitled to remove the Existing Playing Fields once any such Transitional Arrangements as approved by Sedgemoor Council have been provided, including where such Transitional Arrangements are approved by Sedgemoor Council and provided by NNB GenCo before 30 September 2013.

3.4 In the event that Area 2 Approval has not been granted by Sedgemoor Council before 1 January 2013, NNB GenCo shall use reasonable endeavours to secure Area 2 Approval and to provide and lay out and make available for use a senior football pitch on Area 2 and a temporary changing room facility on Area 2 (subject to paragraph 3.5), or such other location reasonably convenient to Area 2, as soon as reasonably practicable following the removal of the Existing Playing Fields.

3.5 Subject to agreement between the owner of Area 1, NNB GenCo and Sedgemoor Council, a financial contribution may be paid by NNB GenCo to the owner of Area 1 to bring forward permanent changing facilities on Area 1 and if such agreement is reached and contribution paid then that financial contribution will be in lieu of NNB GenCo's obligations in this paragraph 3 to provide a temporary changing room facility and NNB GenCo shall be released from such obligations forthwith.

3.6 Subject to the owner of Area 1 obtaining planning permission and all other requisite consents for the works to lay out one senior football pitch or two junior football pitches on Area 1, NNB GenCo shall use reasonable endeavours to procure the carrying out and completion of such works by the owner of Area 1 so that the pitch or pitches (as the case may be) are available for use by 30 November 2013 or (if later) the date that the Existing Playing Fields are removed.

3.7 NNB GenCo shall use reasonable endeavours to secure planning permission and all other requisite consents for the works to provide and lay out a senior football pitch on Area 4 and to carry out and complete such works so that the pitch is available for use by 31 May 2014 or (if later) the date that the Existing Playing Fields are removed.

- 3.8 Nothing in this paragraph 3 shall require NNB GenCo to provide any temporary changing room facility following the date on which the owner of Area 1 becomes liable under the North East Bridgwater s106 Agreement to provide changing room facilities on Area 1 or a financial contribution in lieu of those facilities (whichever is the earlier).
- 3.9 NNB GenCo shall use reasonable endeavours to assist the Rugby Club to secure planning permission and all requisite consents for a replacement alternative rugby pitch and the acquisition by the Rugby Club of such interests in land required for these purposes and (if appropriate) to secure as an interim measure such temporary solution of similar standard as may be agreed with the Rugby Club such that continuity of provision of facilities is achieved.
- 3.10 In complying with its obligations in relation to the provision of replacement sports facilities in Bridgwater, NNB GenCo shall consult with Sedgemoor Council and shall take into account any reasonable representations.
- 3.11 The parties agree that the provisions of clauses 4.9 to 4.11 of the North East Bridgwater s106 Agreement shall apply to the permanent facilities to be provided pursuant to this paragraph 3 and that those provisions are enforceable by Sedgemoor Council against NNB GenCo in relation to the permanent facilities to be provided under this paragraph 3 as if set out in this Deed (mutatis mutandis).

SCHEDULE 10 – SKILLS AND TRAINING

1. DEFINITIONS AND INTERPRETATION

- 1.1 Where in this Schedule the following defined terms and expressions are used they shall have the following respective meanings unless otherwise stated:

"Apprenticeship Programme" means a programme to ensure that apprenticeships related to the Project are offered by stakeholders such as NNB GenCo and its contractors and local suppliers as more fully described in Chapter 6 of the [Construction Workforce Development Strategy](#);

"Bridgwater College" means the tertiary college of that name whose main address is Bath Road, Bridgwater, Somerset, TA6 4PZ;

"Community Outreach Workers" means two community outreach workers one each to be employed by West Somerset Council and Sedgemoor Council (or both by one of the Councils if they so agree) and whose outline scope of duties is at [Annex 11](#) to this Deed (as the same may be amended from time to time by agreement between NNB GenCo, West Somerset Council and Sedgemoor Council);

"Construction Skills Centre" means a new construction skills centre for Bridgwater College as more fully described in Chapter 4 of the [Construction Workforce Development Strategy](#);

"Employment & Skills Charter" means an employment and skills charter setting out training and employment opportunities for local people as more fully described in Chapter 9 of the [Construction Workforce Development Strategy](#);

"Employment Brokerage" means an employment brokerage service to be provided by or on behalf of NNB GenCo to place people in sustainable employment created by the Project as more fully described in Chapter 2 of the [Construction Workforce Development Strategy](#);

"Employment Outreach" means the employment outreach initiative to be provided by or on behalf of NNB GenCo to motivate and encourage people within the local community to participate in the workforce for the Project as more fully described in Chapter 3 of the [Construction Workforce Development Strategy](#);

"Energy Skills Centre" means the facility which is part of Bridgwater College that provides for the teaching of sustainable energy techniques and alternative energy innovations opened by the Secretary of State for Energy and Climate Change in January 2011;

"Enterprise Project" means the project at West Somerset Community College to raise the aspiration and attainment of young people in Somerset as more fully described in Chapter 7 of the [Construction Workforce Development Strategy](#);

"Hinkley Ready Skills Project" means a project to revise the vocational curriculum provided at West Somerset Community College and to redevelop West Somerset Community College's premises in order to facilitate the delivery of such curriculum to enable people who live in Somerset to acquire the skills required to access employment opportunities arising from the Project as more fully described in Chapter 5 of the [Construction Workforce Development Strategy](#);

"Operational Workforce Development Strategy" means a document to be prepared by NNB GenCo setting out *inter alia* NNB GenCo's planned initiatives to support training and employment during the operational phase of the Power Station (as the same may from time to time be amended in accordance with paragraph 5.2);

"Skills and Training Contributions" means the amounts to be paid to West Somerset Council, Sedgemoor Council, the County Council and Bridgwater College pursuant to this Schedule 10;

"West Somerset Community College" means the specialist technology college of that name whose address is Bircham Road, Minehead, Somerset, TA24 6AY; and

"Young Persons' Support Worker" means a young persons' support worker to be employed by the County Council to establish and manage arrangements for improving life chances of young people in the Councils' areas and whose outline scope of duties is at Annex 11 to this Deed (as the same may be amended from time to time by agreement between NNB GenCo and the County Council).

2. SKILLS AND TRAINING CONTRIBUTIONS

2.1 NNB GenCo shall pay to West Somerset Council:

2.1.1 the sum of **£60,000** on the later of the Transitional Date and the second anniversary of the Implementation of Phase 1;

2.1.2 the sum of **£60,000** on the later of the Transitional Date and the third anniversary of the Implementation of Phase 1;

2.1.3 the sum of **£60,000** on the later of the Transitional Date and the fourth anniversary of the Implementation of Phase 1; and

2.1.4 the sum of **£60,000** on the later of the Transitional Date and the fifth anniversary of the Implementation of Phase 1,

to be applied as contributions towards the cost of West Somerset Council employing a Community Outreach Worker and shall also pay to West Somerset Council:

2.1.5 the sum of **£15,000** on the later of the Transitional Date and the second anniversary of the Implementation of Phase 1;

2.1.6 the sum of **£15,000** on the later of the Transitional Date and the third anniversary of the Implementation of Phase 1;

2.1.7 the sum of **£15,000** on the later of the Transitional Date and the fourth anniversary of the Implementation of Phase 1; and

2.1.8 the sum of **£15,000** on the later of the Transitional Date and the fifth anniversary of the Implementation of Phase 1,

to be applied by West Somerset Council towards the costs of carrying out the duties of the Community Outreach Worker.

2.2 NNB GenCo shall pay to Sedgemoor Council:

- 2.2.1 the sum of **£60,000** on the later of the Transitional Date and the second anniversary of the Implementation of Phase 1;
- 2.2.2 the sum of **£60,000** on the later of the Transitional Date and the third anniversary of the Implementation of Phase 1;
- 2.2.3 the sum of **£60,000** on the later of the Transitional Date and the fourth anniversary of the Implementation of Phase 1; and
- 2.2.4 the sum of **£60,000** on the later of the Transitional Date and the fifth anniversary of the Implementation of Phase 1,

to be applied as contributions towards the cost of Sedgemoor Council employing a Community Outreach Worker and shall also pay to Sedgemoor Council:

- 2.2.5 the sum of **£15,000** on the later of the Transitional Date and the second anniversary of the Implementation of Phase 1;
- 2.2.6 the sum of **£15,000** on the later of the Transitional Date and the third anniversary of the Implementation of Phase 1;
- 2.2.7 the sum of **£15,000** on the later of the Transitional Date and the fourth anniversary of the Implementation of Phase 1; and
- 2.2.8 the sum of **£15,000** on the later of the Transitional Date and the fifth anniversary of the Implementation of Phase 1,

to be applied by Sedgemoor Council towards the costs of carrying out the duties of the Community Outreach Worker.

2.3 NNB GenCo shall pay to the County Council:

- 2.3.1 the sum of **£60,000** on the later of the Transitional Date and the second anniversary of the Implementation of Phase 1;
- 2.3.2 the sum of **£60,000** on the later of the Transitional Date and the third anniversary of the Implementation of Phase 1;
- 2.3.3 the sum of **£60,000** on the later of the Transitional Date and the fourth anniversary of the Implementation of Phase 1; and
- 2.3.4 the sum of **£60,000** on the later of the Transitional Date and the fifth anniversary of the Implementation of Phase 1,

to be applied as contributions towards the cost of the County Council employing a Young Persons' Support Worker.

3. BRIDGWATER COLLEGE

3.1 NNB GenCo shall pay to Bridgwater College the sum of **£2,000,000** on or before the Transitional Date to be used to fund the Energy Skills Centre.

4. CONSTRUCTION WORKFORCE DEVELOPMENT STRATEGY

- 4.1 NNB GenCo shall during the Construction Period at its own cost implement the initiatives described in the **Construction Workforce Development Strategy** being Employment Brokerage, Employment Outreach, the Employment & Skills Charter, the Construction Skills Centre, the Hinkley Ready Skills Project, the Enterprise Project and the Apprenticeship Programme in partnership with its contractors and partners, the Councils and other key stakeholders.
- 4.2 NNB GenCo shall on or before the Transitional Date and annually thereafter during the Construction Period provide to the Councils an annual implementation plan setting out the key activities to be undertaken and the key targets to be achieved to implement the initiatives described in the **Construction Workforce Development Strategy**.
- 4.3 NNB GenCo shall consult with the Councils on any amendments to the Construction Workforce Development Strategy and take into account any reasonable representations to ensure that the overall effectiveness of the strategy in maximising local benefits is maintained and shall use reasonable endeavours to ensure that before the end of the Construction Period a total of **£4,350,000** is applied by NNB GenCo and its partners and contractors towards the initiatives described in the **Construction Workforce Development Strategy**.
- 4.4 The maximum liability of NNB GenCo pursuant to this paragraph 4 is **£4,350,000** Index Linked in accordance with clause 12.

5. OPERATIONAL WORKFORCE DEVELOPMENT STRATEGY

- 5.1 NNB GenCo shall from the first anniversary of the Transitional Date until the end of the Construction Period at its own cost implement the Operational Workforce Development Strategy.
- 5.2 NNB GenCo shall consult with the Councils on any amendments to the Operational Workforce Development Strategy and take into account any reasonable representations to ensure that the overall effectiveness of the strategy in maximising local benefits is maintained.

SCHEDULE 11 – TRANSPORT

1. DEFINITIONS AND INTERPRETATION

1.1 Where in this Schedule the following defined terms and expressions are used they shall have the following respective meanings unless otherwise stated:

"Associated Developments" means Bridgwater A, Bridgwater C, Cannington Bypass, Cannington Park and Ride, Comwich Wharf, the HPC Campus, Junction 23, Junction 24, the Temporary Jetty, Williton Park and Ride and Work Nos. 16, 17A and 17B, 19, 21 and 22 in Schedule 1 to the Development Consent Order (each an **"Associated Development"**);

"Baseline Deflectograph Surveys" means the deflectograph condition surveys on HGV Route 1 and HGV Route 2 carried out by NNB GenCo within 3 months of completion of Phase 2 pursuant to paragraph 3.2 of Schedule 16 to the **Site Preparation Works Section 106 Agreement**;

"Bridgwater Safety and Capacity Works" means works considered by the County Council to be reasonably necessary to improve safety and capacity on the highway network in Bridgwater having regard to the transport impacts of the Project;

"Bulk Materials Delivery Period" means the period commencing on the Temporary Jetty Operational Date and ending on the last day of the Construction Period.

"Bulk Materials Delivery Plan" means a plan setting out the proposed programme for delivery to the HPC Development Site by road and by sea of bulk materials for on-site concrete production at the HPC Development site during the Bulk Materials Delivery Period and demonstrating how not more than 20% of such bulk materials will be delivered by road over that period;

"Comwich Wharf" means Work Nos. 8A and 8B in Schedule 1 to the Development Consent Order;

"Construction Method Statement" means the document appended to the Environmental Statement at **Annex 2** thereof;

"Construction Traffic Management Plan" means the construction traffic management plan attached at **Annex 12** to this Deed (as the same may be amended from time to time by NNB GenCo subject to the approval of the Transport Review Group in accordance with paragraph 3);

"Construction Workforce Travel Plan" means the construction workforce travel plan attached at **Annex 13** to this Deed (as the same may be amended from time to time by NNB GenCo subject to the approval of the Transport Review Group in accordance with paragraph 3);

"Environmental Statement" means the environmental statement submitted by NNB GenCo with its application for the Development Consent Order and including any updates to it submitted during the examination of the Application;

"General Inspection Survey" means the visual inspection of all the parts of the Structures that can be inspected without the need for special access equipment or traffic management

arrangements in order to provide information on the physical condition of all visible elements of the Structures;

"HGV" means any vehicle exceeding a maximum gross weight of 3.5 tonnes (being the maximum allowable total weight when loaded) travelling to or from the HPC Development Site for the purposes of the construction of the Power Station but excluding buses, minibuses and vehicles transporting abnormal indivisible loads;

"HGV Route 1" means the HGV route from Junction 23 of the M5 via the A38 Bristol Road, Bridgwater, Northern Distributor Road (now classified as the A39), the A39 west of Quantock roundabout, Cannington High Street (only prior to the Cannington Bypass being available for use) and thereafter Cannington Bypass (once available for use) and then along the C182 to the HPC Development Site shown coloured black and labelled "HGV Route 1" on [Plan 6](#) annexed to this Deed or such other route as may be approved by the County Council in consultation with West Somerset Council and Sedgemoor Council from time to time;

"HGV Route 2" means the HGV route from Junction 24 of the M5 via the A38 Taunton Road, the A39, west of the Taunton Road/Broadway junction, Cannington High Street (only prior to the Cannington Bypass being available for use) and thereafter Cannington Bypass (once available for use) and then along the C182 to the HPC Development Site shown coloured black and labelled "HGV Route 2" on [Plan 6](#) annexed to this Deed or such other route as may be approved by the County Council in consultation with West Somerset Council and Sedgemoor Council from time to time;

"Implementation Plan" means the plan setting out the anticipated dates of commencement, order and duration of each of the Associated Developments annexed to this Deed at [Annex 14](#) (as the same may be amended from time to time by NNB GenCo with the approval of the Councils);

"Junction 24" means Work No. 10 in Schedule 1 to the Development Consent Order;

"Principal Inspection Survey" means a close examination, within touching distance, of all inspectable parts of the Structures in order to provide information on the physical condition of all inspectable parts of the Structures using a method statement to be agreed between NNB GenCo and the County Council;

"Structures" means the bridges, culverts and other highway structures listed in [Annex 15](#) to this Deed;

"Temporary Jetty" means the temporary jetty development to be provided at the HPC Development Site pursuant to the Development Consent Order or a harbour empowerment order made under the Harbours Act 1964 (as applicable);

"Temporary Jetty Operational Date" means the date on which the Temporary Jetty is first available for use for the purpose of receiving seaborne deliveries of bulk materials to be used in the production of concrete at the HPC Development Site;

"Transport Assessment" means the document appended to the Environmental Statement at [Annex 7](#) and including any updates to it submitted during the examination of the Application;

"Transport Co-ordinator" means the transport co-ordinator identified in the **Construction Workforce Travel Plan** and appointed by NNB GenCo;

"Transport Forum" means the transport forum identified in the **Construction Workforce Travel Plan**;

"Transport Review Group" means the group established pursuant to paragraph 2 to liaise on transport-related matters in respect of the Project;

"Transport Review Group Contribution" means the aggregate of the amounts payable by NNB GenCo pursuant to paragraph 2.1, being **£600,000**;

"Traffic Management Report" means a report prepared by NNB GenCo in accordance with the **Construction Traffic Management Plan** and provided to the Transport Review Group by NNB GenCo in accordance with paragraph 3.2.4;

"Travel Plan Report" means a report prepared by NNB GenCo in accordance with the **Construction Workforce Travel Plan** and provided to the Transport Review Group by NNB GenCo in accordance with paragraph 3.2.2;

"Walking and Cycling Improvements" means works considered by the County Council to be reasonably necessary to improve walking and cycling in Bridgwater and links between Bridgwater and Cannington village having regard to the transport impacts of the Project; and

"Williton Park and Ride" means Work No. 11 in Schedule 1 to the Development Consent Order.

2. TRANSPORT REVIEW GROUP

2.1 NNB GenCo shall pay to the County Council:

2.1.1 the sum of **£75,000** on or before the Transitional Date;

2.1.2 the sum of **£75,000** on or before the first anniversary of the Transitional Date;

2.1.3 the sum of **£75,000** on or before the second anniversary of the Transitional Date;

2.1.4 the sum of **£75,000** on or before the third anniversary of the Transitional Date;

2.1.5 the sum of **£75,000** on or before the fourth anniversary of the Transitional Date;

2.1.6 the sum of **£75,000** on or before the fifth anniversary of the Transitional Date

2.1.7 the sum of **£75,000** on or before the sixth anniversary of the Transitional Date;
and

2.1.8 the sum of **£75,000** on or before the seventh anniversary of the Transitional Date,

to be applied as contributions towards the County Council's costs of funding its participation in (including preparation for and attending meetings of) the Transport Review Group.

2.2 The Transport Review Group shall comprise:

- 2.2.1 the Transport Co-ordinator;
 - 2.2.2 one representative to be nominated by the County Council;
 - 2.2.3 one representative to be nominated by West Somerset Council;
 - 2.2.4 one representative to be nominated by Sedgemoor Council;
 - 2.2.5 one representative to be nominated by the Highways Agency; and
 - 2.2.6 up to three representatives to be nominated by NNB GenCo,
- or such alternates as may be nominated by those representatives from time to time.
- 2.3 NNB GenCo shall provide appropriate persons to attend each meeting of the Transport Review Group.
 - 2.4 The Transport Review Group shall meet quarterly with effect from the Transitional Date until the end of the Construction Period in a convenient location in Somerset to be identified by NNB GenCo from time to time, or less or more frequently where agreed by the Transport Review Group.
 - 2.5 Meetings of the Transport Review Group shall be quorate if at least five members (at least one of whom is a member representing NNB GenCo) are present.
 - 2.6 Meetings of the Transport Review Group shall be chaired by the County Council.
 - 2.7 Meetings of the Transport Review Group shall operate (and decisions of the Transport Review Group shall be taken) on a majority voting basis with each member of the Transport Review Group present at a Transport Review Group meeting having one vote **PROVIDED THAT** in the event that at the conclusion of any such meeting the Transport Review Group has failed to reach a majority decision on any matter that was voted on by the Transport Review Group at that meeting, that failure to reach a majority shall be deemed to be a Dispute and the Transport Co-ordinator shall refer such deemed Dispute for dispute resolution in accordance with clause 10 within 10 Working Days of the date of the relevant Transport Review Group meeting.
 - 2.8 The Transport Review Group shall with effect from the Transitional Date until the end of the Construction Period:
 - 2.8.1 receive Travel Plan Reports and Traffic Management Reports produced by NNB GenCo pursuant to paragraph 3.2 and recommend appropriate action to NNB GenCo in accordance with paragraph 3.3 where considered reasonably necessary;
 - 2.8.2 taking into account the Travel Plan Reports and Traffic Management Reports received from NNB GenCo and other matters the Transport Review Group considers relevant, discuss with and advise NNB GenCo as to how implementation and compliance with the provisions of the **Construction Workforce Travel Plan** and the **Construction Traffic Management Plan** (including the Traffic Monitoring and Management System) could be improved where considered reasonably necessary;

- 2.8.3 approve and monitor the implementation of mitigation measures proposed by NNB GenCo, the County Council and/or the Highways Agency pursuant to paragraphs 3.3 and 3.7 respectively;
- 2.8.4 subject to paragraph 2.11, receive any amendments to the **Construction Workforce Travel Plan** and the **Construction Traffic Management Plan** proposed by NNB GenCo and be responsible for reviewing and approving such amendments; and
- 2.8.5 liaise with the Transport Forum and where reasonable consider the views and opinions of the Transport Forum when carrying out its monitoring and advisory roles.
- 2.9 Nothing in this Schedule 11 shall limit the County Council's rights or powers to take immediate action in extraordinary circumstances in the interests of highway safety (including without consulting the Transport Review Group) should real time monitoring data provide reasonable evidence that immediate remedial action is required prior to the next scheduled meeting of the Transport Review Group and in such instances the Transport Review Group will be informed of such actions and evidence as soon as is practically possible.
- 2.10 Where proposed measures are approved by the Transport Review Group for the purposes of traffic management and/or parking control with the intention of limiting unauthorised parking, deterring rat running and maintaining traffic flow, NNB GenCo shall at its own expense fund such measures to be implemented by the County Council in general accordance with the delivery programme and costs estimate approved by the Transport Review Group. The maximum liability of NNB GenCo pursuant to this paragraph 2.10 is **£500,000** Index Linked in accordance with clause 12.
- 2.11 The Transport Review Group shall not be entitled to approve any amendments to the **Construction Workforce Travel Plan** or the **Construction Traffic Management Plan** proposed by NNB GenCo unless it is reasonably satisfied that the amendments are unlikely to give rise to any materially new or materially different environmental effects in comparison with those assessed in granting the Development Consent Order.
- 3. CONSTRUCTION WORKFORCE TRAVEL PLAN AND CONSTRUCTION TRAFFIC MANAGEMENT PLAN**
- 3.1 NNB GenCo shall implement the **Construction Workforce Travel Plan** and the **Construction Traffic Management Plan** with effect from the Transitional Date until the end of the Construction Period.
- 3.2 During the Construction Period NNB GenCo shall:
- 3.2.1 undertake monitoring pursuant to the **Construction Workforce Travel Plan** of the implementation of the Construction Workforce Travel Plan including the extent to which all of the mode share and other targets set out in the Construction Workforce Travel Plan have been achieved and/or are reasonably likely to be achieved;
- 3.2.2 provide a Travel Plan Report to the Transport Review Group at the end of every calendar quarter unless otherwise agreed by the Transport Review Group in accordance with the **Construction Workforce Travel Plan**;

- 3.2.3 undertake monitoring pursuant to the **Construction Traffic Management Plan** of the implementation of the Construction Traffic Management Plan including the extent to which all of the limits and other targets set out in the Construction Traffic Management Plan have been achieved and/or are reasonably likely to be achieved; and
- 3.2.4 provide a Traffic Management Report to the Transport Review Group at the end of every calendar quarter unless otherwise agreed by the Transport Review Group in accordance with the **Construction Traffic Management Plan**.
- 3.3 In the event that:
- 3.3.1 a Travel Plan Report (in relation to the relevant period to which that Travel Plan Report relates) identifies that any of the mode share and other targets set out in the **Construction Workforce Travel Plan** have not been achieved or are not reasonably likely to be achieved (as appropriate); or
- 3.3.2 a Traffic Management Report (in relation to the relevant period to which that Traffic Management Report relates) identifies that relevant controls in the **Construction Traffic Management Plan** have not been met; and
- 3.3.3 taking into account the findings of that Travel Plan Report or Traffic Management Report (as appropriate), the Transport Review Group considers that mitigation measures are reasonably necessary to address the impact of the shortfalls and/or reasonably likely shortfalls (as appropriate) against targets identified in the relevant Travel Plan Report or controls in the relevant Traffic Management Report (as appropriate) and advises NNB GenCo to that effect,
- then subject to the following provisions of this paragraph 3 (other than paragraph 3.4), NNB GenCo shall at the next available meeting of the Transport Review Group propose mitigation measures (including a programme for delivery) to address the impact of the shortfalls and/or reasonably likely shortfalls (as appropriate) against targets identified in the Travel Plan Report or controls in the Traffic Management Report or the limits and other targets set out in the **Construction Traffic Management Plan** (as appropriate) to the Transport Review Group for approval.
- 3.4 In the event that, taking into account the findings of any relevant Travel Plan Reports and/or Traffic Management Reports and any other matters the Transport Review Group considers appropriate, the Transport Review Group identifies unforeseen significant transport impacts that have arisen on the local road network as a result of the Project and considers that mitigation measures are reasonably necessary to address those impacts then subject to the following provisions of this paragraph 3, NNB GenCo shall at the next available meeting of the Transport Review Group propose mitigation measures (including a programme for delivery) to address the identified impacts to the Transport Review Group for approval.
- 3.5 Any mitigation measures proposed by NNB GenCo pursuant to paragraphs 3.3 and/or 3.4 shall include an estimate of the costs of the proposed mitigation measures, such estimate to include the costs of designing those mitigation measures, any associated works to services and/or utilities, professional fees and the costs of tendering and entering into any contract in respect of the proposed mitigation measures.

- 3.6 Subject to paragraph 3.10, where proposed mitigation measures are approved by the Transport Review Group pursuant to paragraph 3.3 or paragraph 3.4 (as appropriate), NNB GenCo shall at its own expense implement such measures in general accordance with the delivery programme and costs estimate approved by the Transport Review Group.
- 3.7 In the event that:
- 3.7.1 NNB GenCo does not submit proposed mitigation measures to the Transport Review Group in accordance with paragraph 3.3 or paragraph 3.4 (as appropriate); or
- 3.7.2 NNB GenCo submits proposed mitigation measures to the Transport Review Group in accordance with paragraph 3.3 or paragraph 3.4 (as appropriate) but NNB GenCo and the Transport Review Group are unable to agree those mitigation measures within 6 weeks of such submission by NNB GenCo,
- then the County Council and/or the Highways Agency may instead submit proposed mitigation measures to the Transport Review Group for approval (together with a programme for delivery and a detailed estimate of the costs of the proposed mitigation measures in accordance with paragraph 3.5) and if approved by the Transport Review Group those mitigation measures shall subject to paragraph 3.10 be implemented by NNB GenCo at its own cost in accordance with paragraph 3.6.
- 3.8 Mitigation measures and remedial action shall only be carried out or funded by NNB GenCo pursuant to paragraph 3.7 where the mitigation measures or remedial action contribute towards achieving the targets and/or objectives of the **Construction Workforce Travel Plan** and/or the **Construction Traffic Management Plan** (as appropriate).
- 3.9 Subject to paragraph 3.10, NNB GenCo shall pay the sum of **£1,600,000** on or before the Transitional Date to the County Council to be used for the purpose of undertaking travel behaviour activities to support a reduction in traffic in Bridgwater and along affected transport corridors.
- 3.10 The maximum liability of NNB GenCo pursuant to this paragraph 3 is **£5,100,000** Index Linked in accordance with clause 12.

4. HIGHWAY SURVEYS

- 4.1 NNB GenCo shall with effect from the Transitional Date carry out:
- 4.1.1 deflectograph condition surveys on HGV Route 1 and HGV Route 2 no less frequently than once every two years from the date of completion of the Baseline Deflectograph Surveys until the end of the Construction Period; and
- 4.1.2 final deflectograph condition surveys on HGV Route 1 and HGV Route 2 within 3 months of the end of the Construction Period,
- and shall submit the results of those deflectograph surveys to the County Council within 2 weeks of completion of each survey.
- 4.2 In the event that the results of any deflectograph condition surveys carried out pursuant to paragraph 4.1 demonstrate using criteria to be agreed between NNB GenCo and the County Council that maintenance works to HGV Route 1 and/or HGV Route 2 are required, then subject to paragraph 4.5 NNB GenCo shall pay to the County Council such amount as is

required (in the reasonable opinion of NNB GenCo) to carry out those maintenance works **PROVIDED THAT** NNB GenCo shall not be liable under this paragraph 4.2 to the extent that amounts already paid by NNB GenCo to the County Council pursuant to this paragraph 4.2 and/or paragraph 3.3 of Schedule 16 to the **Site Preparation Works Section 106 Agreement** have not been applied by the County Council in accordance with this paragraph 4.2 or paragraph 3.3 of Schedule 16 to the Site Preparation Works Section 106 Agreement (as appropriate) at the time that such deflectograph surveys are carried out by NNB GenCo.

- 4.3 NNB GenCo shall with effect from the Transitional Date carry out a General Inspection Survey no less frequently than once every two years from the date on which the final General Inspection Survey was carried out pursuant paragraph 4.6 of Schedule 16 to the **Site Preparation Works Section 106 Agreement** until the end of the Construction Period and a final Principal Inspection Survey after the end of the Construction Period and shall provide the results of such surveys to the County Council on each occasion.
- 4.4 In the event that the results of any General Inspection Survey or the final Principal Inspection Survey demonstrate that maintenance works to the Structures are required, then subject to paragraph 4.5 NNB GenCo shall within 5 weeks of the date of the relevant General Inspection Survey or Principal Inspection Survey submit to the County Council for approval the proposed design for the maintenance works and shall either carry out and complete those works itself in accordance with the design as approved by the County Council or shall pay to the County Council such sum as is reasonably required for the County Council to carry out and complete the maintenance works in either case as soon as reasonably practicable **PROVIDED THAT** NNB GenCo shall only be liable for maintenance works necessary as a result of traffic directly related to the Project AND in the event that NNB GenCo does not begin the maintenance works within 2 months of approval of their design by the County Council (save where NNB GenCo has been unable to begin the works because it has not been authorised to enter the public highway to do so or otherwise for reasons beyond NNB GenCo's control), NNB GenCo shall pay to the County Council within 30 days of written demand the sum reasonably required for the County Council to carry out and complete the maintenance works.
- 4.5 The maximum liability of NNB GenCo pursuant to this paragraph 4 is **£1,000,000** Index Linked in accordance with clause 12.

5. BRIDGWATER SAFETY AND CAPACITY WORKS

- 5.1 NNB GenCo shall pay the sum of **£300,000** to the County Council on or before the Commencement Date such amount to be used for the design of Bridgwater Safety and Capacity Works.
- 5.2 Subject to paragraph 5.5, with effect from the Transitional Date NNB GenCo shall within 15 Working Days of receipt by NNB GenCo of a detailed proposal provided to it by the County Council for the implementation of any Bridgwater Safety and Capacity Works pay to the County Council the reasonable costs of implementing those Bridgwater Safety and Capacity Works.
- 5.3 Any detailed proposal provided by the County Council to NNB GenCo pursuant to paragraph 5.2 shall include a detailed estimate of the costs of implementing the proposed Bridgwater Safety and Capacity Works, the scheduled start date for implementation and the estimated date of completion of the Bridgwater Safety and Capacity Works and detailed

designs of the Bridgwater Safety and Capacity Works and in preparing any such proposal the County Council shall consult and take into account the reasonable representations of NNB GenCo and Sedgemoor Council.

5.4 The County Council shall apply any amounts received from NNB GenCo pursuant to paragraph 5.2 towards the costs of the County Council carrying out and completing the relevant Bridgwater Safety and Capacity Works in accordance with the detailed proposal provided by the County Council in accordance with paragraph 5.2.

5.5 Subject to paragraph 5.6, NNB GenCo shall:

5.5.1 pay the sum of **£126,000** to the County Council on or before the Transitional Date; and

5.5.2 with effect from the Transitional Date, pay to the County Council within 15 Working Days of receipt by NNB GenCo of a detailed proposal or proposals provided to it by the County Council for road safety schemes, driver awareness training and road safety education campaigns within Bridgwater the reasonable costs of implementing the same **PROVIDED THAT:** (i) in preparing any such proposal the County Council consults and takes into account the reasonable representations of NNB GenCo and Sedgemoor Council; and (ii) not more than **£1,134,000** shall be paid to the County Council pursuant to this paragraph 5.5.2,

such amounts to be used for road safety schemes, driver awareness training and road safety education campaigns within Bridgwater in accordance with the proposals provided to NNB GenCo pursuant to paragraph 5.5.2.

5.6 The maximum liability of NNB GenCo pursuant to this paragraph 5 is **£5,160,000** Index Linked in accordance with clause 12.

6. WALKING AND CYCLING IMPROVEMENTS

6.1 NNB GenCo shall pay the sum of **£317,500** to the County Council on or before the Commencement Date, such amount to be used for the design of Walking and Cycling Improvements.

6.2 Subject to paragraph 6.5, with effect from the Transitional Date NNB GenCo shall within 15 Working Days of receipt by NNB GenCo of a detailed proposal provided to it by the County Council for the implementation of any Walking and Cycling Improvements pay to the County Council the reasonable costs of implementing those Walking and Cycling Improvements.

6.3 Any detailed proposal provided by the County Council to NNB GenCo pursuant to paragraph 6.2 shall include a detailed estimate of the costs of implementing the proposed Walking and Cycling Improvements, the scheduled start date for implementation and the estimated date of completion of the Walking and Cycling Improvements and detailed designs of the Walking and Cycling Improvements and in preparing any such proposal the County Council shall consult and take into account the reasonable representations of NNB GenCo and Sedgemoor Council.

6.4 The County Council shall apply any amounts received from NNB GenCo pursuant to paragraph 6.2 towards the costs of the County Council carrying out and completing the

relevant Walking and Cycling Improvements in accordance with the detailed proposal provided by the County Council in accordance with paragraph 6.2.

- 6.5 The maximum liability of NNB GenCo pursuant to this paragraph 6 is **£3,175,000** Index Linked in accordance with clause 12.

7. ASSOCIATED DEVELOPMENT PHASING

- 7.1 NNB GenCo shall not Commence parts (d) to (h) of Work No. 1A in Schedule 1 to the Development Consent Order unless works to construct the Cannington Bypass were Commenced at least 6 months earlier pursuant to a contract which provides (or a series of contracts which together provide) for the construction of the Cannington Bypass.
- 7.2 With effect from the Commencement Date and subject to paragraph 10, NNB GenCo shall use reasonable endeavours to carry out and complete the Associated Developments in accordance with the **Implementation Plan**.
- 7.3 At least one month prior to the Commencement of works to construct any Associated Development, NNB GenCo shall prepare and submit to the Councils a detailed implementation programme for that Associated Development which shows how the relevant development will be delivered with other Associated Developments.
- 7.4 With the effect from the Commencement Date, NNB GenCo shall use reasonable endeavours to carry out and complete each Associated Development in accordance with the relevant detailed implementation programme submitted to the Councils pursuant to paragraph 7.3.
- 7.5 NNB GenCo shall keep the Councils informed of progress in carrying out and completing the Associated Developments by providing reports on at least a quarterly basis demonstrating performance against the **Implementation Plan** and the detailed implementation programmes previously submitted to the Councils pursuant to paragraph 7.3 and including, where it is anticipated that works to construct any Associated Development will Commence in the quarter following the date of the report, anticipated dates for Commencement of those works.
- 7.6 Should an anticipated or actual completion date (or dates) in respect of any Associated Development be delayed beyond the relevant period (inclusive of contingency) prescribed in the third column of Table 1 in section 10 of the **Implementation Plan**, NNB GenCo shall promptly notify the Councils of such delay and (in consultation with the Councils) shall carry out a detailed review of the Implementation Plan and the relevant detailed implementation programme previously submitted to the Councils pursuant to paragraph 7.3, such review to occur as soon as reasonably practicable and in any event within three months of the date of notification of the relevant delay.
- 7.7 The review to be carried out by NNB GenCo (in consultation with the Councils) pursuant to paragraph 7.6 shall take into account the assessments set out in the Environmental Statement, the Construction Method Statement and the Transport Assessment.
- 7.8 NNB GenCo shall determine (taking into account the results of the review carried out pursuant to paragraph 7.6 and any reasonable representations of the Councils) the appropriate course of action to be taken in respect of the anticipated or actual delay, which course of action shall be determined with the objective of reducing the delay so far as reasonably practicable having regard to the timely delivery of the Project as a whole.

- 7.9 A copy of the review carried out by NNB GenCo pursuant to paragraph 7.6 and the course of action determined by NNB GenCo pursuant to paragraph 7.8, together with a timetable for the implementation thereof, shall be provided by NNB GenCo to the Councils within 10 Working Days of completion of such review.
- 7.10 The course of action determined by NNB GenCo pursuant to paragraph 7.8 may include (as relevant and subject to the terms of the relevant Schedule) drawing forward contingency payments provided for in paragraph 3 of Schedule 1 in relation to accommodation and/or paragraph 3 of this Schedule 11 in relation to transport and such course of action shall be implemented by NNB GenCo in accordance with the timetable provided to the Councils pursuant to paragraph 7.9.

8. DELIVERY OF BULK MATERIALS TO THE HPC DEVELOPMENT SITE

- 8.1 On or before the Temporary Jetty Operational Date NNB GenCo shall submit the Bulk Materials Delivery Plan to the Councils.
- 8.2 NNB GenCo shall within one month following each anniversary of the Temporary Jetty Operational Date submit a report to the Councils specifying:
- 8.2.1 the proportion of bulk materials for on-site concrete production that were delivered to the HPC Development Site by road during the previous year; and
 - 8.2.2 in the event that the report (in relation to the one year period to which it relates) shows a divergence from the delivery programme set out in the Bulk Materials Delivery Plan, the further measures to be taken by NNB GenCo during the remainder of the Bulk Materials Delivery Period to correct the identified divergence so that not more than 20% of such bulk materials will be delivered by road over the whole of the Bulk Materials Delivery Period.
- 8.3 NNB GenCo shall implement and comply with any further measures specified in accordance with paragraph 8.2.2 in a report submitted to the Councils pursuant to paragraph 8.2.

9. HIGHWAYS DESIGN AND SUPERVISION FEES

- 9.1 NNB GenCo shall pay to the County Council:
- 9.1.1 the sum of **£200,000** on or before the Commencement Date; and
 - 9.1.2 the sum of **£200,000** on or before the first anniversary of the Commencement Date,
- to be applied to cover the full audit and supervision fees which would apply to transport schemes to be implemented by NNB GenCo under the Development Consent Order including highway capacity schemes, the Cannington Bypass and associated development site access.

10. HUNTWORTH ROUNDABOUT

- 10.1 NNB GenCo shall not be required to carry out and complete Work No. 22 in Schedule 1 to the Development Consent Order in the event that the Transport Review Group decides that such works are no longer necessary as a result of there being alternative highway

improvements to the A38 Huntworth Roundabout committed to be carried out by a person other than NNB GenCo.

SCHEDULE 12 – ENVIRONMENT

1. DEFINITIONS AND INTERPRETATIONS

1.1 Where in this Schedule the following defined terms and expressions are used they shall have the following respective meanings unless otherwise stated:

"Air Quality Contributions" means the amounts to be paid to Sedgemoor Council and West Somerset Council pursuant to paragraph 2 of this Schedule;

"Bridgwater Strategic Flood Defence Tariff SPD" means the supplementary planning document adopted by Sedgemoor Council in September 2009 providing for the delivery of strategic flood defence solutions for Bridgwater, as varied or updated from time to time;

"Cannington Flood Scheme Area" means the geographical area shown edged in pink on [Plan 10](#) annexed to this Deed;

"Ecology Officer" means an ecological officer employed by the County Council whose role includes monitoring NNB GenCo's and its partners' and contractors' compliance with relevant ecological mitigation and monitoring plans committed to by NNB GenCo pursuant to the Development Consent Order;

"Environment Agency" means the body corporate known as the Environment Agency established pursuant to section 1 of the Environment Act 1995 or such successor to its functions;

"First Bridgwater A Phase" means the accommodation buildings comprised in Block A of Bridgwater A to be constructed within the area shown shaded green on [Plan 7](#) annexed to this Deed;

"Flood Defence Contributions" means the amounts to be paid to Sedgemoor Council pursuant to paragraph 5 of this Schedule;

"Occupation" means, in relation to the First Bridgwater A Phase, the Second Bridgwater A Phase, Bridgwater C and Junction 23, occupation for the purposes of that development but does not include occupation for the purposes of construction, fitting out, decoration, marketing or site security nor for any other purposes which are connected with the preparation or delivery of that development;

"Second Bridgwater A Phase" means the accommodation buildings comprised in Block B, Block C and Block D of Bridgwater A to be constructed within the area shown shaded blue on [Plan 7](#) annexed to this Deed;

"Stolford Area" means the geographical area shown edged green on [Plan 9](#) annexed to this Deed;

"Stolford Area Flood Fund" means the fund to be applied by the Environment Agency and funded by NNB GenCo in the amount specified in paragraph 6.1 and applied in accordance with paragraphs 6.2 and 6.3;

"Transport Noise Insulation Scheme" means the scheme set out in the document attached at **Annex 16** to this Deed to assist those owners of property within eligible areas to make noise insulation improvements to their windows; and

"Wessex Regional Flood and Coastal Committee" means the Wessex Regional Flood and Coastal Committee established pursuant to section 22 of the Flood and Water Management Act 2010 or such successor to its functions.

2. AIR QUALITY CONTRIBUTIONS

2.1 On or before the Transitional Date NNB GenCo shall pay:

2.1.1 the sum of **£15,000** to West Somerset Council; and

2.1.2 the sum of **£15,000** to Sedgemoor Council,

to be applied as contributions towards the cost of West Somerset Council and Sedgemoor Council developing and implementing joint air quality action plans for Williton and Bridgwater.

3. ECOLOGY OFFICER CONTRIBUTION

3.1 NNB GenCo shall pay to the County Council:

3.1.1 the sum of **£8,000** on or before the Transitional Date;

3.1.2 the sum of **£8,000** on or before the first anniversary of the Transitional Date;

3.1.3 the sum of **£8,000** on or before the second anniversary of the Transitional Date; and

3.1.4 the sum of **£8,000** on or before the third anniversary of the Transitional Date,

to be applied as contributions towards the cost of the County Council carrying out the duties of an Ecology Officer.

4. TRANSPORT NOISE INSULATION SCHEME

4.1 NNB GenCo shall implement the **Transport Noise Insulation Scheme** in accordance with its terms with effect from the Commencement Date until the Transport Noise Insulation Scheme is ended in accordance with its terms.

5. FLOOD DEFENCE CONTRIBUTIONS

5.1 NNB GenCo shall pay to Sedgemoor Council:

5.1.1 the sum of **£50,000** on or before Occupation of any accommodation building comprised in the First Bridgwater A Phase;

5.1.2 the sum of **£50,000** on or before Occupation of any accommodation building comprised in Second Bridgwater A Phase;

5.1.3 the sum of **£88,000** on or before Occupation of any accommodation building comprised in Bridgwater C; and

5.1.4 the sum of **£38,500** on or before Occupation of Junction 23,

to be paid into a pool of funds used for the purpose of Sedgemoor Council delivering strategic flood defences for Bridgwater in accordance with the Bridgwater Strategic Flood Defence Tariff SPD.

- 5.2 With effect from the Commencement of Cannington Park and Ride, NNB GenCo shall within 20 Working Days of receipt from Sedgemoor Council of a finalised proposal prepared by the Environment Agency (on the approval and instruction of Wessex Regional Flood and Coastal Committee) for the provision of a flood alleviation scheme within the Cannington Flood Scheme Area pay to Sedgemoor Council the sum of **£500,000** to be applied in accordance with paragraph 5.3 **PROVIDED THAT** in preparing and forwarding such proposal the Environment Agency and Sedgemoor Council shall consult and take into account the reasonable representations of NNB GenCo.
- 5.3 Following receipt of the sum referred to in paragraph 5.2, Sedgemoor Council shall promptly pay that sum to the Environment Agency to be applied as a contribution towards the cost of the Environment Agency providing the flood alleviation scheme in accordance with the proposal referred to in paragraph 5.2.
- 5.4 If any amount of money paid to Sedgemoor Council pursuant to paragraph 5.2 remains unspent at the commencement of the post-operational phase of Cannington Park and Ride, Sedgemoor Council shall repay any such unspent monies to NNB GenCo.

6. STOLFORD AREA FLOOD FUND

- 6.1 On or before the later of the Commencement of works to infill the Holford stream valley and the Commencement Date, NNB GenCo shall pay to West Somerset Council the sum of **£80,000** to be used to establish the Stolford Area Flood Fund which shall be applied in accordance with the following provisions of this paragraph 6.
- 6.2 West Somerset Council shall pay sums from the Stolford Area Flood Fund to the Environment Agency (or at its direction any nominee) upon approval and instruction from the Wessex Regional Flood and Coastal Committee for the payment of the relevant sum, for the purpose of being applied by Environment Agency (or at its direction any nominee) towards projects and measures within the Stolford Area the purpose of which is to manage and mitigate flood risk within that area **PROVIDED THAT** not more than **£71,500** of the Stolford Area Flood Fund shall be paid to the Environment Agency (or at its direction any nominee) pursuant to this paragraph 6.2.
- 6.3 West Somerset Council shall pay sums from the Stolford Area Flood Fund to the Environment Agency (or at its direction any nominee) upon receipt of requests from the Environment Agency (or at its direction any nominee) for the relevant sum, for the purpose of being applied by Environment Agency (or at its direction any nominee) towards improving the local community's understanding of flood risk in the Stolford Area and/or the administrative costs of the Environment Agency associated with the Stolford Area Flood Fund **PROVIDED THAT** not more than **£8,500** of the Stolford Area Flood Fund shall be paid to the Environment Agency pursuant to this paragraph 6.3.
- 6.4 If any amount of money paid to West Somerset Council pursuant to paragraph 6.1 remains unspent within ten years of the date that amount was paid by NNB GenCo, West Somerset Council shall pay any such unspent monies to the Environment Agency to be applied in accordance with paragraphs 6.2 and/or 6.3.

SCHEDULE 13 – DEDICATED COUNCIL RESOURCING

1. DEFINITIONS AND INTERPRETATION

- 1.1 Where in this Schedule the following defined terms and expressions are used they shall have the following respective meanings unless otherwise stated:

"Communications Officer" means an officer employed or contracted by West Somerset Council and/or Sedgemoor Council to co-ordinate external communications with NNB GenCo's communication team in accordance with an agreed protocol, manage queries and complaints received in relation to the Project, and disseminate information related to the Project;

"Customer Services Officer" means the suitably qualified and experienced (in the reasonable opinion of West Somerset Council and Sedgemoor Council) customer services officer or officers employed or contracted by West Somerset Council and Sedgemoor Council to work across both West Somerset Council and Sedgemoor Council by answering public queries about all matters relating to the Project and by ensuring the co-ordination of public services across West Somerset and Sedgemoor in all matters relating to the Project;

"Employment and Skills Officer" means an employment and skills officer to be employed by Sedgemoor Council but seconded to NNB GenCo to establish and manage arrangements for promotion of employment and training opportunities for local people;

"Environmental Health Officer WSC" means the suitably qualified and experienced (in the reasonable opinion of West Somerset Council) environmental health officer to be employed by West Somerset Council whose roles include monitoring noise levels at the Sites and monitoring NNB GenCo's and its partners' and contractors' implementation of and compliance with the relevant environmental measures committed to by NNB GenCo pursuant to the requirements set out in the relevant schedule of the Development Consent Order;

"Environmental Health Officer SDC" means the suitably qualified and experienced (in the reasonable opinion of Sedgemoor Council) environmental health officer to be employed by Sedgemoor Council whose roles include monitoring noise levels at the Sites and monitoring NNB GenCo's and its partners' and contractors' implementation of and compliance with the relevant environmental measures committed to by NNB GenCo pursuant to the requirements set out in the relevant schedule of the Development Consent Order;

"Finance Officer WSC" means the suitably qualified and experienced (in the reasonable opinion of West Somerset Council) finance officer employed or contracted by West Somerset Council *inter alia* to discharge the financial responsibilities of West Somerset Council pursuant to this Deed;

"Finance Officer SDC" means the suitably qualified and experienced (in the reasonable opinion of Sedgemoor Council) finance officer employed or contracted by Sedgemoor Council *inter alia* to discharge the financial responsibilities of Sedgemoor Council pursuant to this Deed;

"Group Manager – Strategy" means the suitably qualified and experienced (in the reasonable opinion of Sedgemoor Council) group manager for strategy and business services employed or contracted by Sedgemoor Council *inter alia* to provide project guidance and input to the successful implementation and monitoring of the Project;

"Harbour Master" means CF Spencer and Co Ltd, or such other company or individual contracted by Sedgemoor Council to supply the harbour master and deputies for the Port of Bridgwater pursuant to Sedgemoor Council's duties and responsibilities as competent harbour authority;

"Legal Consultant" means the suitably qualified and experienced (in the reasonable opinion of West Somerset Council and Sedgemoor Council) legal consultant employed or contracted by West Somerset Council and/or Sedgemoor Council *inter alia* to provide legal guidance to West Somerset Council and Sedgemoor Council in discharging its obligations pursuant to this deed;

"Major Projects Manager" means the suitably qualified and experienced (in the reasonable opinion of West Somerset Council and Sedgemoor Council) person employed or contracted by West Somerset Council to manage the implementation/delivery of the Council's obligations pursuant to this Deed, to manage the discharge of requirements and obligations in relation to the Development and the reporting of performance/compliance in accordance with timescales set out in schedule 14 to the Development Consent Order;

"Major Projects Officer / Planning Administrator" means the suitably qualified and experienced (in the reasonable opinion of Sedgemoor Council) support officer employed or contracted by Sedgemoor Council *inter alia* to provide day to day administrative support to other officers undertaking activity in relation to the Project;

"Officers" means all of those persons employed or otherwise appointed by the Councils whose costs of employment are funded in whole or in part by contributions made by NNB GenCo pursuant to this Schedule 13 including all such persons who were already employed or retained by the Councils before the date of this Deed;

"Planning Manager" means the suitably qualified and experienced (in the reasonable opinion of West Somerset Council) planning manager employed or contracted by West Somerset Council *inter alia* to provide day to day project guidance and input to the successful implementation and monitoring of the Project;

"Planning Officer(s)" means the suitably qualified and experienced (in the reasonable opinion of West Somerset Council and Sedgemoor Council) development control officer employed or contracted by West Somerset Council or Sedgemoor Council to provide day to day development control advice to ensure the successful implementation and monitoring of the Project and who shall be the primary point of contact for the discharge of requirements and obligations in relation to the Project and will co-ordinate the consultation responses from statutory consultees;

"Planning Officer / Coordinator" means the suitably qualified and experienced (in the reasonable opinion of the County Council) planning manager employed or contracted by the County Council to provide *inter alia* day to day development control advice in relation to the County Council's functions as competent authority (e.g. highways) to ensure the successful implementation and monitoring of the Project, and who shall be the primary point of contact for the discharge of requirements and obligations in relation to the Project;

"Planning Support Officer" means the suitably qualified and experienced (in the reasonable opinion of West Somerset Council) planning support officer employed or contracted by West Somerset Council *inter alia* to provide administrative support to the Planning Manager and Development Control Officers, including performing the administrative functions for the Development Control Officers, registering conditions, identifying and sending out consultations, producing decision notices for the conditions and obligations and uploading documents to West Somerset Council's website as appropriate;

"Service Manager – Energy" means the suitably qualified and experienced (in the reasonable opinion of the County Council) planning manager employed or contracted by the County Council *inter alia* to provide project guidance and input to the successful implementation and monitoring of the Project; and

"Total Technical Support" means consultancy services commissioned and procured by West Somerset Council and Sedgemoor Council to supplement the technical resources of West Somerset Council and Sedgemoor Council to support the delivery of the discharge of requirements and obligations in relation to the Project.

2. SKILLS AND TRAINING

2.1 NNB GenCo shall pay to Sedgemoor Council:

2.1.1 the sum of **£60,000** on or before the first anniversary of the Transitional Date;

2.1.2 the sum of **£60,000** on or before the second anniversary of the Transitional Date;

2.1.3 the sum of **£60,000** on or before the third anniversary of the Transitional Date;
and

2.1.4 the sum of **£60,000** on or before the fourth anniversary of the Transitional Date,

as contributions towards the cost of Sedgemoor Council employing the Employment and Skills Officer and Sedgemoor Council shall consult NNB GenCo on the detailed activities of the Employment and Skills Officer and take proper account of its reasonable representations.

3. PLANNING SUPPORT

3.1 NNB GenCo shall pay to West Somerset Council:

3.1.1 the sum of **£35,000** on or before the first anniversary of the Transitional Date;

3.1.2 the sum of **£35,000** on or before the second anniversary of the Transitional Date;

3.1.3 the sum of **£35,000** on or before the third anniversary of the Transitional Date;
and

3.1.4 the sum of **£35,000** on or before the fourth anniversary of the Transitional Date,

as contributions towards the cost of West Somerset Council employing the Planning Manager.

3.2 NNB GenCo shall pay to Sedgemoor Council:

- 3.2.1 the sum of **£35,000** on or before the first anniversary of the Transitional Date;
 - 3.2.2 the sum of **£35,000** on or before the second anniversary of the Transitional Date;
 - 3.2.3 the sum of **£35,000** on or before the third anniversary of the Transitional Date;
and
 - 3.2.4 the sum of **£35,000** on or before the fourth anniversary of the Transitional Date,
- as contributions towards the cost of Sedgemoor Council employing the Group Manager – Strategy.

3.3 NNB GenCo shall pay to the County Council:

- 3.3.1 the sum of **£35,000** on or before the Commencement Date;
- 3.3.2 the sum of **£35,000** on or before the first anniversary of the Commencement Date;
- 3.3.3 the sum of **£35,000** on or before the second anniversary of the Commencement Date;
- 3.3.4 the sum of **£35,000** on or before the third anniversary of the Commencement Date; and
- 3.3.5 the sum of **£35,000** on or before the fourth anniversary of the Commencement Date,

as contributions towards the cost of the County Council carrying out the duties of the Service Manager – Energy.

3.4 NNB GenCo shall pay to West Somerset Council:

- 3.4.1 the sum of **£55,000** on or before the first anniversary of the Transitional Date;
- 3.4.2 the sum of **£55,000** on or before the second anniversary of the Transitional Date;
- 3.4.3 the sum of **£55,000** on or before the third anniversary of the Transitional Date;
and
- 3.4.4 the sum of **£55,000** on or before the fourth anniversary of the Transitional Date,

as contributions towards the cost of West Somerset Council employing the Major Projects Manager.

3.5 NNB GenCo shall pay to West Somerset Council:

- 3.5.1 the sum of **£50,000** on or before the first anniversary of the Transitional Date;
- 3.5.2 the sum of **£50,000** on or before the second anniversary of the Transitional Date;
- 3.5.3 the sum of **£50,000** on or before the third anniversary of the Transitional Date;
- 3.5.4 the sum of **£50,000** on or before the fourth anniversary of the Transitional Date;
- 3.5.5 the sum of **£50,000** on or before the fifth anniversary of the Transitional Date;

- 3.5.6 the sum of **£50,000** on or before the sixth anniversary of the Transitional Date;
- 3.5.7 the sum of **£50,000** on or before the seventh anniversary of the Transitional Date;
and
- 3.5.8 the sum of **£25,000** on or before the eighth anniversary of the Transitional Date,
as contributions towards the cost of West Somerset Council employing a Planning Officer.

3.6 NNB GenCo shall pay to West Somerset Council:

- 3.6.1 the sum of **£50,000** on or before the first anniversary of the Transitional Date;
- 3.6.2 the sum of **£50,000** on or before the second anniversary of the Transitional Date;
- 3.6.3 the sum of **£50,000** on or before the third anniversary of the Transitional Date;
and
- 3.6.4 the sum of **£50,000** on or before the fourth anniversary of the Transitional Date,
as contributions towards the cost of West Somerset Council employing a second Planning Officer.

3.7 NNB GenCo shall pay to West Somerset Council:

- 3.7.1 the sum of **£25,000** on or before the first anniversary of the Commencement Date;
- 3.7.2 the sum of **£25,000** on or before the second anniversary of the Commencement Date;
- 3.7.3 the sum of **£25,000** on or before the third anniversary of the Commencement Date; and
- 3.7.4 the sum of **£25,000** on or before the fourth anniversary of the Commencement Date,

as contributions towards the cost of West Somerset Council employing a Planning Support Officer.

3.8 NNB GenCo shall pay to Sedgemoor Council:

- 3.8.1 the sum of **£50,000** on or before the Commencement Date;
- 3.8.2 the sum of **£50,000** on or before first anniversary of the Commencement Date;
- 3.8.3 the sum of **£50,000** on or before the second anniversary of the Commencement Date;
- 3.8.4 the sum of **£50,000** on or before the third anniversary of the Commencement Date; and
- 3.8.5 the sum of **£50,000** on or before the fourth anniversary of the Commencement Date,

as contributions towards the cost of Sedgemoor Council employing a Planning Officer.

3.9 NNB GenCo shall pay to Sedgemoor Council:

- 3.9.1 the sum of **£50,000** on or before the Commencement Date;
- 3.9.2 the sum of **£50,000** on or before first anniversary of the Commencement Date;
- 3.9.3 the sum of **£50,000** on or before the second anniversary of the Commencement Date; and
- 3.9.4 the sum of **£50,000** on or before the third anniversary of the Commencement Date;

as contributions towards the cost of Sedgemoor Council employing a second Planning Officer.

3.10 NNB GenCo shall pay to Sedgemoor Council:

- 3.10.1 the sum of **£29,500** on or before the Commencement Date;
- 3.10.2 the sum of **£29,500** on or before first anniversary of the Commencement Date;
- 3.10.3 the sum of **£29,500** on or before the second anniversary of the Commencement Date; and
- 3.10.4 the sum of **£29,500** on or before the third anniversary of the Commencement Date,

as contributions towards the cost of Sedgemoor Council employing a Major Projects Officer / Planning Administrator.

3.11 NNB GenCo shall pay to the County Council:

- 3.11.1 the sum of **£30,000** on or before the Commencement Date;
- 3.11.2 the sum of **£30,000** on or before first anniversary of the Commencement Date;
- 3.11.3 the sum of **£30,000** on or before the second anniversary of the Commencement Date; and
- 3.11.4 the sum of **£30,000** on or before the third anniversary of the Commencement Date,

as contributions towards the cost of the County Council carrying out the duties of a Planning Officer / Coordinator.

4. FINANCE OFFICERS

4.1 NNB GenCo shall pay to West Somerset Council:

- 4.1.1 the sum of **£30,000** on or before the first anniversary of the Transitional Date;
- 4.1.2 the sum of **£30,000** on or before the second anniversary of the Transitional Date;
- 4.1.3 the sum of **£30,000** on or before the third anniversary of the Transitional Date; and

4.1.4 the sum of **£30,000** on or before the fourth anniversary of the Transitional Date, as contributions towards the cost of West Somerset Council employing the Finance Officer WSC.

4.2 NNB GenCo shall pay to Sedgemoor Council:

4.2.1 the sum of **£15,000** on or before the first anniversary of the Transitional Date;

4.2.2 the sum of **£15,000** on or before the second anniversary of the Transitional Date;

4.2.3 the sum of **£15,000** on or before the third anniversary of the Transitional Date; and

4.2.4 the sum of **£15,000** on or before the fourth anniversary of the Transitional Date,

as contributions towards the cost of Sedgemoor Council employing the Finance Officer SDC.

5. COMMUNICATIONS OFFICER

5.1 NNB GenCo shall pay to Sedgemoor Council:

5.1.1 the sum of **£34,000** on or before the first anniversary of the Commencement Date;

5.1.2 the sum of **£34,000** on or before the second anniversary of the Commencement Date;

5.1.3 the sum of **£34,000** on or before the third anniversary of the Commencement Date; and

5.1.4 the sum of **£34,000** on or before the fourth anniversary of the Commencement Date,

as contributions towards the cost of Sedgemoor Council employing a Communications Officer on behalf of Sedgemoor Council and West Somerset Council.

6. ENVIRONMENTAL HEALTH

6.1 NNB GenCo shall pay to West Somerset Council:

6.1.1 the sum of **£30,000** on or before the first anniversary of the Transitional Date;

6.1.2 the sum of **£30,000** on or before the second anniversary of the Transitional Date;

6.1.3 the sum of **£30,000** on or before the third anniversary of the Transitional Date; and

6.1.4 the sum of **£30,000** on or before the fourth anniversary of the Transitional Date,

as contributions towards the cost of West Somerset Council employing the Environmental Health Officer WSC.

6.2 NNB GenCo shall pay to Sedgemoor Council:

- 6.2.1 the sum of **£30,000** on or before the first anniversary of the Commencement Date;
 - 6.2.2 the sum of **£30,000** on or before the second anniversary of the Commencement Date;
 - 6.2.3 the sum of **£30,000** on or before the third anniversary of the Commencement Date;
 - 6.2.4 the sum of **£30,000** on or before the fourth anniversary of the Commencement Date; and
 - 6.2.5 the sum of **£30,000** on or before the fifth anniversary of the Commencement Date,
- as contributions towards the cost of Sedgemoor Council employing the Environmental Health Officer SDC.

7. LEGAL SUPPORT

7.1 NNB GenCo shall pay to Sedgemoor Council:

- 7.1.1 the sum of **£30,000** on or before the first anniversary of the Transitional Date;
 - 7.1.2 the sum of **£30,000** on or before the second anniversary of the Transitional Date;
 - 7.1.3 the sum of **£30,000** on or before the third anniversary of the Transitional Date; and
 - 7.1.4 the sum of **£30,000** on or before the fourth anniversary of the Transitional Date,
- as contributions towards the cost of Sedgemoor Council employing the Legal Consultant for Sedgemoor Council and West Somerset Council.

8. CUSTOMER SERVICES OFFICERS

8.1 NNB GenCo shall pay to West Somerset Council:

- 8.1.1 the sum of **£35,000** on or before the first anniversary of the Transitional Date;
 - 8.1.2 the sum of **£35,000** on or before the second anniversary of the Transitional Date;
 - 8.1.3 the sum of **£35,000** on or before the third anniversary of the Transitional Date; and
 - 8.1.4 the sum of **£35,000** on or before the fourth anniversary of the Transitional Date,
- as contributions towards the cost of West Somerset Council employing a Customer Services Officer.

8.2 NNB GenCo shall pay to Sedgemoor Council:

- 8.2.1 the sum of **£35,000** on or before the first anniversary of the Transitional Date;
- 8.2.2 the sum of **£35,000** on or before the second anniversary of the Transitional Date;

8.2.3 the sum of **£35,000** on or before the third anniversary of the Transitional Date;
and

8.2.4 the sum of **£35,000** on or before the fourth anniversary of the Transitional Date,
as contributions towards the cost of Sedgemoor Council employing a Customer Services
Officer.

9. TOTAL TECHNICAL SUPPORT

9.1 NNB GenCo shall pay to West Somerset Council:

9.1.1 the sum of **£250,000** on or before the first anniversary of the Commencement
Date;

9.1.2 the sum of **£100,000** on or before the second anniversary of the Commencement
Date; and

9.1.3 the sum of **£50,000** on or before the third anniversary of the Commencement
Date,

as contributions towards the cost of West Somerset Council and Sedgemoor Council
procuring Total Technical Support.

10. HARBOUR MASTER FEES

With effect from the Commencement Date, NNB GenCo shall provide a purchase order
and subsequently pay within 30 days of receipt of a valid invoice from Sedgemoor Council
the reasonable costs of the Harbour Master incurred in attending meetings in connection
with the Project at the request of NNB GenCo.

11. GOVERNANCE

11.1 The sums paid to the Councils pursuant to this Schedule 13 shall only be applied by the
Councils towards the provision of additional dedicated staff resources to fulfil the
additional duties imposed on the Councils over and above their normal statutory duties and
to ensure the efficient operation and management of the Project (in particular in managing
the discharge of requirements pursuant to the Development Consent Order and the
discharge and monitoring of obligations set out within this Deed).

11.2 West Somerset Council and Sedgemoor Council shall use their best endeavours to ensure
that Officers shall not be allocated other additional duties that prevent him or her from
fulfilling the Councils' obligations in relation to the matters referred to in paragraph 11.1.

11.3 The Officers shall, in the case of a normal working week, work exclusively on the Project
for the proportion of their working hours agreed by NNB GenCo and the Councils to be as
follows:

Officer	Proportion of time to be spent in the case of a normal working week exclusively on the Project
SDC Employment and Skills Officer	100%

Planning Manager	40%
Group Manager – Strategy	33%
Service Manager – Energy	40%
Major Projects Manager	100%
WSC Planning Officer (no. 1)	100%
WSC Planning Officer (no. 2)	100%
WSC Planning Administrator	80%
SDC Planning Officer (no. 3)	100%
SDC Planning Officer (no. 4)	100%
SDC Major Projects Officer / Planning Administrator	100%
SCC Planning Officer / Coordinator	100%
WSC Finance Officer	75%
SDC Finance Officer	20%
WSC Environmental Health Officer	60%
SDC Environmental Health Officer	60%
Legal Consultant	20%
WSC Customer Services Officer	100%
SDC Customer Services Officer	100%
Communications Officer	50%
Harbour Master	Time charge basis
Total Technical Support	100%

- 11.4 The Councils shall repay to NNB GenCo such proportion of the sums paid pursuant to this Schedule 13 as equates to any time spent by any of the Officers on matters other than the Project, unless such time was spent during that proportion of the Officer's working hours not funded by NNB GenCo according to the table in paragraph 11.3.
- 11.5 The Councils shall within 20 Working Days of receiving a request from NNB GenCo produce itemised timesheets showing all of the matters that the Officers have worked on during the period of their employment pursuant to this Schedule 13, to include both matters relating to the Project and (subject to the Councils' obligations in relation to the confidentiality of information) any other matters.

12. REVIEW

- 12.1 NNB GenCo shall provide an anticipated programme for the submission of material to discharge requirements pursuant to the relevant schedule to the Development Consent Order to the Councils prior to the Transitional Date.
- 12.2 NNB GenCo together with the Councils shall carry out a joint review of the dedicated staff resources funded by NNB GenCo pursuant to this Schedule 13 within 6 months of the fourth anniversary of the Transitional Date having regard to:
- 12.2.1 the progress of the Project against NNB GenCo's anticipated programme for the overall Project;
 - 12.2.2 the amount and complexity of work anticipated in relation to the completion of the remaining tasks that the Councils need to perform in relation to the discharge of requirements pursuant to the Development Consent Order and the discharge and monitoring of obligations set out within this Deed;
 - 12.2.3 the genuine and evidenced level of activity undertaken, including levels of interaction with the community, by the Officers set out in this Schedule 13 in relation to the Project; and
 - 12.2.4 the anticipated duties likely to be imposed on the Councils over and above their normal statutory duties during the remainder of the Construction Period.
- 12.3 Following the joint review to be carried out by NNB GenCo and the Councils pursuant to paragraph 12.2, NNB GenCo shall consider whether (taking into account the Councils' reasonable representations) any funding of the following Officers should continue after the periods provided for in this Schedule 13:
- 12.3.1 Employment and Skills Officer;
 - 12.3.2 Planning Manager;
 - 12.3.3 Group Manager – Strategy;
 - 12.3.4 Service Manager – Energy;
 - 12.3.5 Major Projects Manager;
 - 12.3.6 Planning Officer;
 - 12.3.7 Planning Administrator;
 - 12.3.8 Finance Officer;
 - 12.3.9 Environmental Health Officer;
 - 12.3.10 Legal Consultant;
 - 12.3.11 Communications Officer; and
 - 12.3.12 Total Technical Support.
- 12.4 NNB GenCo shall provide a copy of the completed review to the Councils by not later than the fifth anniversary of the Transitional Date and shall thereafter provide any additional

funding in the amount and at the intervals determined by NNB GenCo pursuant to paragraph 12.3.

SCHEDULE 14 – MONITORING

1. DEFINITIONS AND INTERPRETATION

- 1.1 Where in this Schedule the following defined terms and expressions are used they shall have the following respective meanings unless otherwise stated:

"Accommodation Management Strategy" means the accommodation management strategy set out in Section 7 of the **Accommodation Strategy** that was submitted as part of the Application (as the same may from time to time be amended in accordance with paragraph 5);

"Socio-Economic Advisory Group" means the socio-economic advisory group constituted in accordance with and having the functions ascribed to it by paragraph 3; and

"Socio-Economic Measures" means the strategies and other mitigation and enhancement measures relating to accommodation, community safety, economic development, education and health matters that are within the scope of the development consent obligations in Schedules 1, 3, 4, 5 and 6 respectively.

2. MONITORING BY NNB GENCO

- 2.1 Subject to paragraphs 2.2 and 6.1, during the Construction Period NNB GenCo shall undertake monitoring of the impacts of the Project and the Workforce on the local community including monitoring where reasonably practicable of:

- 2.1.1 the number of workers comprised in the Workforce and the proportion of those workers that are non-home-based;
- 2.1.2 the number of non-home-based workers commuting from relevant areas (including, for example, Ward Clusters, Administrative Areas and/or postcode areas) to the Site at which they work;
- 2.1.3 the types of accommodation (including tourist, private rented, owner-occupied, latent and Campus accommodation) taken up by non-home-based workers (including the monthly average take up rates for each type of accommodation by Administrative Area);
- 2.1.4 the performance of NNB GenCo and the Workforce against the relevant key performance indicators for the Project set out in the **Construction Workforce Development Strategy** or such other key performance indicators as may be agreed by the Socio-Economic Advisory Group from time to time;
- 2.1.5 the performance of NNB GenCo and the Workforce against the relevant key performance indicators for the Project set out in the **Health Action Plan** or such other key performance indicators as may be agreed by the Socio-Economic Advisory Group from time to time;
- 2.1.6 any relevant community safety matters that arise and any related actions taken by NNB GenCo and/or others;
- 2.1.7 the implementation of the **Education Strategy**;

- 2.1.8 the implementation of the **Supply Chain Engagement Strategy**; and
- 2.1.9 any other monitoring as may be agreed between NNB GenCo and the Socio-Economic Advisory Group from time to time.
- 2.2 NNB GenCo shall use reasonable endeavours to obtain from members of the Workforce such information as is reasonably required by NNB GenCo for the purpose of its monitoring pursuant to paragraph 2.1.
- 2.3 NNB GenCo shall deliver the results of the monitoring pursuant to paragraph 2.1 to the Socio-Economic Advisory Group not less than 7 days before each meeting of the Socio-Economic Advisory Group.
- 2.4 NNB GenCo shall prepare a report on at least an annual basis during the Construction Period setting out a summary of expenditure (by Administrative Area where appropriate) over the previous year:
 - 2.4.1 from the Housing Fund on the initiatives listed in paragraph 2.2 of Schedule 1;
 - 2.4.2 from the EDF Energy Community Fund for the purpose of mitigating the intangible and residual impacts of the Project by enhancing the quality of life of communities within the Area of Benefit; and
 - 2.4.3 on the implementation of the **Education Strategy**;
 - 2.4.4 on supply chain engagement;
 - 2.4.5 on skills and training and the implementation of the **Construction Workforce Development Strategy** and the Operational Workforce Development Strategy; and
 - 2.4.6 on community safety, health and any other relevant socio-economic matter.

3. SOCIO-ECONOMIC ADVISORY GROUP

- 3.1 On or before the Transitional Date, NNB GenCo shall establish the Socio-Economic Advisory Group which shall exist until the end of the Construction Period.
- 3.2 Membership of the Socio-Economic Advisory Group shall comprise:
 - 3.2.1 one representative nominated by each of the County Council; West Somerset Council; Sedgemoor Council; North Somerset Council; Taunton Deane Borough Council; the Avon and Somerset Constabulary; the Devon and Somerset Fire and Rescue Services and the PCT; and
 - 3.2.2 up to three representatives nominated by NNB GenCo,
 or such alternates as may be nominated by those representatives from time to time.
- 3.3 The Socio-Economic Advisory Group shall, subject to paragraph 6.1:
 - 3.3.1 consider any amendments to the **Supply Chain Engagement Strategy**, the **Accommodation Management Strategy** and/or the **Health Action Plan** proposed by NNB GenCo pursuant to paragraph 5;

- 3.3.2 receive from NNB GenCo the results of NNB GenCo's monitoring carried out pursuant to paragraph 2.1 and Schedule 1;
 - 3.3.3 receive from NNB GenCo the reports prepared pursuant to paragraph 2.3 summarising expenditure on the matters described in that paragraph;
 - 3.3.4 receive from the Councils monitoring reports prepared pursuant to Schedule 1;
 - 3.3.5 having regard to such monitoring results and summary of expenditure, review progress of and consider improvements to the implementation of the Socio-Economic Measures; and
 - 3.3.6 provide a forum for organisations to work together to manage and mitigate the impacts of the Project on, and maximise benefits for, the local community and for NNB GenCo to take account of the reasonable representations of the members of the Socio-Economic Advisory Group.
- 3.4 Meetings of the Socio-Economic Advisory Group shall:
- 3.4.1 take place every six months from the Transitional Date (or less or more frequently where agreed by the Socio-Economic Advisory Group) at a convenient location in Somerset to be notified by NNB GenCo to the members of the Socio-Economic Advisory Group from time to time;
 - 3.4.2 be quorate if at least five members (at least one of which is a member representing NNB GenCo and one is a member representing one of the Councils) are present; and
 - 3.4.3 be chaired by one of the members representing NNB GenCo.
- 3.5 NNB GenCo shall be responsible for the costs of convening and holding meetings of the Socio-Economic Advisory Group.
- 3.6 NNB GenCo shall ensure that each meeting of the Socio-Economic Advisory Group is attended by at least one member representing NNB GenCo, or an alternate nominated by NNB GenCo's representatives.
- 3.7 The Councils shall ensure that each meeting of the Socio-Economic Advisory Group is attended by at least one member representing one of the Councils, or an alternate nominated by the Councils' representatives.
- 3.8 NNB GenCo may make such further arrangements as it considers appropriate for the proper and efficient functioning of the Socio-Economic Advisory Group from time to time.
- 4. IMPLEMENTATION OF SOCIO-ECONOMIC MEASURES**
- 4.1 NNB GenCo shall take into account the results of monitoring carried out pursuant to paragraph 2.1 when implementing relevant Socio-Economic Measures.
 - 4.2 NNB GenCo and the other member organisations of the Socio-Economic Advisory Group shall take account of the reasonable representations and any relevant advice given by the Socio-Economic Advisory Group when deciding how to implement relevant Socio-Economic Measures.

5. MODIFICATION OF STRATEGIES

- 5.1 NNB GenCo may submit any amendments to the **Supply Chain Engagement Strategy**, the **Accommodation Management Strategy** and/or the **Health Action Plan** to the Socio-Economic Advisory Group for approval.
- 5.2 The Socio-Economic Advisory Group shall not be entitled to approve any such amendments proposed by NNB GenCo unless it is reasonably satisfied that the amendments would not adversely affect the overall effectiveness of the mitigation or enhancement measures thereby secured.
- 5.3 Amendments to the **Supply Chain Engagement Strategy** and/or the **Health Action Plan** proposed by NNB GenCo shall not have effect unless and until they are approved by the Socio-Economic Advisory Group.

6. LEGAL COMPLIANCE

- 6.1 Nothing in this Schedule 14 shall require NNB GenCo to do anything that would be or that NNB GenCo is properly advised by its legal advisors would be contrary to data protection, confidentiality and/or any other applicable legal requirements or otherwise unlawful for any reason.

SCHEDULE 15 – COUNCILS' GENERAL OBLIGATIONS

1. THE CONTRIBUTIONS

- 1.1 West Somerset Council, Sedgemoor Council and the County Council shall each establish an interest-bearing account or accounts where those Contributions and/or other sums of money that are payable to them pursuant to this Deed shall be held and shall promptly notify the account details to NNB GenCo.
- 1.2 The Councils each covenant with NNB GenCo that they shall on receipt of the Contributions or other amounts from NNB GenCo place the received sums of money in such account or accounts.
- 1.3 Interest accruing to the account or accounts in which the Contributions are held shall be retained in that account or accounts and shall only be applied in accordance with the provisions of this Deed for the same purposes as for the Contributions to which the interest relates.
- 1.4 Subject to compliance with relevant laws and their own constitution and internal financial rules, West Somerset Council, Sedgemoor Council and the County Council shall each provide NNB GenCo with copies of all account statements and other correspondence received in relation to the accounts established pursuant to this paragraph 1.

2. APPLICATION OF CONTRIBUTIONS

- 2.1 The Councils each covenant with NNB GenCo that in respect of monies that each of them receive pursuant to this Deed not to spend the relevant monies other than for the purposes specified in this Deed in relation to the relevant Contribution or sum of money.
- 2.2 The Councils each covenant with NNB GenCo that they will within 6 months of the Transitional Date and annually thereafter until the Contributions have been spent provide NNB GenCo with a statement setting out details of the purposes to which the monies have been applied and (subject to compliance with relevant laws) including appropriate contact details of the persons employed by the relevant Council to perform and/or otherwise performing the roles identified in the Schedules to this Deed for which Contributions are payable to that Council (and the Councils shall keep NNB GenCo informed of any changes of personnel and/or contact details).
- 2.3 Notwithstanding paragraph 2.2, NNB GenCo shall in any event have the right (at its own expense) to audit all expenditure funded from the Contributions or other amounts secured under this Deed and the Councils each covenant with NNB GenCo to provide access to all such information and evidence as may reasonably be necessary to enable NNB GenCo to carry out any such audit upon receipt of 2 months' prior notice subject to NNB GenCo agreeing the frequency and scope of such audits in advance with the Councils and **PROVIDED THAT** in default of such agreement there shall be no more than two audits in the first 12 months following the date of this Deed and no more than one audit in any subsequent 12 month period.

3. UNSPENT CONTRIBUTIONS

- 3.1 Unless expressly stated otherwise in this Deed, if any amount of money (except amounts paid out of the Housing Fund and the EDF Energy Community Fund) paid to the Councils

under this Deed by NNB GenCo remains unspent within four years of the date that amount was paid by NNB GenCo, the Councils shall repay any such unspent monies to NNB GenCo or its nominee.

4. REGISTRATION

- 4.1 This Deed shall be registered by West Somerset Council and Sedgemoor Council promptly after the date of this Deed as a local land charge in the registers of local land charges maintained by West Somerset Council and Sedgemoor Council respectively.
- 4.2 Following the performance and satisfaction of all the obligations contained in this Deed, West Somerset Council and Sedgemoor Council will forthwith effect the cancellation of all entries made in the register of local land charges in respect of this Deed.

IN WITNESS whereof this Deed has been duly executed by the parties to this Deed on the date which appears at the head of this document.

Sedgemoor
2085



AA

(The **COMMON SEAL** of **WEST**
(**SOMERSET DISTRICT COUNCIL** was
(hereunto affixed in the presence of:

Authorised signatory



(The **COMMON SEAL** of
(**SOMERSET COUNTY COUNCIL** was
(hereunto affixed in the presence of:

X SA *[Signature]*

Authorised signatory

Number in Register
23515

The COMMON SEAL of)
SEDGEMOOR DISTRICT COUNCIL was)
hereunto affixed in the presence of:)



M. Wellman
Authorised signatory

SIGNED as a DEED by EDF)
DEVELOPMENT COMPANY LIMITED)
acting by two directors or one director and)
the company secretary:)

Director

[Handwritten signature]

Director/Secretary

[Handwritten signature]

SIGNED as a DEED by EDF ENERGY)
NUCLEAR GENERATION LIMITED)
acting by a director in the presence of:)

[Handwritten signature]

Witness

SC Challenger

Witness name, address and occupation

SUSAN REINWEN CHALLENGER
EDF Energy
Barnett Way
Barnwood
Gloucester
GL4 3RS
Solicitor

(**SIGNED** as a **DEED** by **NNB**
(**GENERATION COMPANY LIMITED**
(acting by two directors or one director and
(the company secretary:



Director



Director/Secretary

LIST OF PLANS AND ANNEXES

Plans 1A to 1H	Sites
Plan 2	Barns
Plan 3	Fencing in Phase 0
Plan 4	Bridgwater
Plan 5	Ward Clusters
Plan 6	HGV Route 1 and HGV Route 2
Plan 7	Bridgwater A phasing
Plan 8	Areas for replacement sports pitches
Plan 9	Stolford Area
Plan 10	Cannington Flood Scheme Area
Annex 1	Construction Workforce Development Strategy
Annex 2	Financial contributions table
Annex 3	Site Preparation Works Phases
Annex 4	Deed of Covenant
Annex 5	PRS Thresholds
Annex 6	Community Safety Management Plan
Annex 7	Community Safety Officers
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Annex 9	Supply Chain Engagement Strategy
Annex 10	ROW Schedule of Works
Annex 11	Outreach Workers
Annex 12	Construction Traffic Management Plan
Annex 13	Construction Workforce Travel Plan
Annex 14	Implementation Plan
Annex 15	List of the bridges, culverts and other highway structures
Annex 16	Transport Noise Insulation Scheme

Somerset West and Taunton

Executive – 18 June 2019

Local Plan Issues Document – Approval for Public Consultation

This matter is the responsibility of Executive Councillor Mike Rigby

Report Author: Laura Higgins, Strategy Specialist

1 Executive Summary / Purpose of the Report

1.1 The purpose of this report is to seek approval for the first public consultation stage (the Issues Document) in the Local Plan making process.

2 Recommendations

2.1 The Executive resolves to:

- 1) **approve** the Somerset West and Taunton Local Plan Issues Document for public consultation (Appendix A);
- 2) **authorise** the Head of Strategy to make any necessary editorial corrections and minor amendments to the documents, and to agree the final publication style.

3 Risk Assessment

Description	Likelihood	Impact	Overall
Not undertaking this Issues consultation will mean that the Council is less informed about the local issues that are important to residents, businesses and organisations. This would adversely affect the quality and robustness of the next stages in the Local Plan process.	Likely (4)	Moderate (3)	Medium (12)
<i>The mitigations for this are the proposed changes as set out in the report.</i>	Rare (1)	Negligible (1)	Low (1)

4 Background and Full details of the Report

4.1 There is a statutory requirement for Local Planning Authorities to have an ‘up-to-date’ Local Plan. This is primarily concerned with ensuring Councils have a housing requirement figure based on up-to-date evidence/guidance. The West Somerset Local Plan was adopted in Nov 2016 and is deemed up-to-date at present as it is based upon the most recent housing need assessment guidance and adopted within the past 5 years.

- 4.2 However, the Taunton Deane Core Strategy was adopted in September 2012 and its housing requirement figure was not based on the most recent housing need assessment. The Core Strategy is also more than 5 years old which is a threshold in the National Planning Policy Framework for determining whether a Plan is up-to-date. Given the position of the Taunton Deane Core Strategy, and the introduction of the Government's Standard Method for calculating housing need, there statutory need to produce a new Local Plan.
- 4.3 Furthermore, the creation of the new Council administrative area provides a positive justification to producing a new Local Plan to reflect the aims, aspirations and direction of travel for the new Council. In accordance the Local Government (Boundary Changes) Regulations 2018, we must adopt a local development document under section 23 of the 2004 Act to apply to the whole of the area within a period of 5 years starting with the reorganisation date.
- 4.4 The geographical scope of the new Local Plan is the administrative boundary of Somerset West and Taunton but excludes the Exmoor National Park which has its own Local Planning Authority.
- 4.5 The Local Plan plan-making process must comply with the Town and Country Planning (Local Planning) (England) Regulations 2012. We are at the very first stage of the process where we gather evidence, identify issues and present options for consultation (Regulation 18). Regulation 18 should involve some public consultation but it is up to us to decide what form this consultation takes and what each stage covers before the more formal consultation required at Regulation 19.
- 4.6 We have set out in the Local Development Scheme (for approval at Full Council on 19 June 2019) a proposal for the stages of the Local Plan which is, in summary:
- Consultation on the Issues Document (Reg 18) document in Q2 of 2019/20;
 - Consultation on an 'Options' style for the Local Plan policies (Reg 18) in Q3 of 2019/20;
 - Publication of a Draft Local Plan (Reg 19) in Q2 of 2020/21;
 - Submit the Plan to the Secretary of State (Reg 22) in Q3 of 2020/21.
 - Examination hearings (Reg 24) with appointed Planning Inspector - Q1 of 2021/22.
 - Local Plan adopted in Q3 of 2021/22.
- 4.7 The Issues Document (**Appendix A**) summarises the social, environmental and economic issues we face in Somerset West and Taunton including any differences across the District. It also presents thoughts and ideas for how we could address these issues. In some cases, these ideas are purposely suggestive or bold to generate reaction and discussion. The consultation asks for views on the issues and ideas presented.
- 4.8 Consultation will be in line with our Statement of Community Involvement (see Agenda of this Committee) and will take place for a period of a minimum of 6 weeks starting in July 2019. We also intend to consult on the Sustainability Appraisal Scoping Report at the same time.

4.9 Following the consultation, we will review the comments received and produce a consultation report which will form part of the evidence base for the next stage (Options) of the Plan-making process. We will also be producing an evidence base to inform the next stage as well as Sustainability Appraisal and Habitats Regulation Assessment.

4.10 The Issues document will be desktop published before publication.

5 Links to Corporate Aims / Priorities

5.1 Officers are in the process of preparing a new Corporate Strategy to replace those previously prepared for Taunton Deane and West Somerset. The Local Plan is an important document which will help articulate and translate the Council's emerging strategic objectives into planning policy.

6 Finance / Resource Implications

6.1 There is an agreed budget and reserves to support the delivery of the Local Plan process.

6.2 The Portfolio Holder for Planning and Transport and the Head of Strategy has reviewed and approved this report with no issues arising. Minor changes to the text were suggested and incorporated.

7 Legal Implications

7.1 The Council's Constitution describes how Somerset West and Taunton will discharge its responsibilities, including responsibilities for the preparation and adoption of the Local Plan, which must be considered and endorsed by Full Council, prior to adoption.

8 Environmental Impact Implications

8.1 The Local Plan is ultimately examined against its sustainability credentials as set out in the National Planning Policy Framework. This is tested through an Examination in Public by an independent Planning Inspector and through Sustainability Appraisal, Strategic Environmental Assessment and Habitats Regulation Assessment which will be prepared as part of the plan making process.

9 Safeguarding and/or Community Safety Implications

9.1 None at this stage.

10 Equality and Diversity Implications

10.1 None at this stage. In order to comply with the public sector equality duty: an Impact Assessments (IA) accompanies this series of reports and agenda items on the Local Plan (enclosed as Appendix 2). Further Impact Assessments will be prepared in due course as part of the plan making process. Further, details of the process are also available from: <https://www.somersetwestandtaunton.gov.uk/your-council/equality-and-diversity/>

11 Social Value Implications

11.1 None at this stage.

12 Partnership Implications

12.1 As part of the Duty to Co-operate requirement (Town & Country Planning (Local Planning) (England) Regulations 2012), we will be expected to work with other public bodies, particularly neighbouring planning authorities and the County Council on any cross boundary strategic plan making issues to develop sound Local Plans.

13 Health and Wellbeing Implications

13.1 None at this stage.

14 Asset Management Implications

14.1 None at this stage.

15 Data Protection Implications

15.1 With permission from the consultee in line with the GDPR, personal data will be collected as part of the consultation on the Issues Document.

16 Consultation Implications

16.1 The consultation on this document will be in line with the Statement of Community Involvement (see Agenda of this Committee). This is the first stage of the Local Plan process and no previous consultation on this document has taken place. The results of this consultation will inform the next stage.

Democratic Path:

- **Scrutiny – Yes**
- **Executive – Yes**

Reporting Frequency: Once only

List of Appendices

Appendix A	Local Plan Issues Document for consultation
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Contact Officers

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**Somerset West
and Taunton**

LOCAL PLAN 2040

Issues document

Consultation Document

July 2019

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INTRODUCTION

A New Council, a New Local Plan

1. The new Somerset West and Taunton Council came into being on Monday 1 April 2019 and combined the former West Somerset Council and Taunton Deane Borough Council into a brand new District council.
2. This is an exciting time for our area and we are keen to keep up momentum and progress with a new Local Plan which will shape the future of our District for the next 20 years. We need your input to help us make the best decisions for our places.
3. Local Plans contain policies that are used when determining planning applications. Having an up-to-date Local Plan with strong policies means communities can have confidence and certainty about how and where new development can come forward and know what to expect in terms of the scale and type of change and the key locations where new major development will take place. They are also an opportunity to set out ambition and aspirations for the future and tackle the issues of the present.

What about our existing Local Plan documents?

4. The majority of policies and allocations for new development within our current West Somerset Local Plan and Taunton Deane Core Strategy, Site Allocations and Development Management Plan and Taunton Town Centre Area Action Plan and saved policies are still relevant and go a long way to addressing some of the key issues for our area. They include many allocations for new development, a number of which are now being or have been delivered. However,

some of the policies are dated and we need a coherent Plan covering the whole area.

5. Our existing Plans contain a large number of allocations for new housing and employment. We will use updated evidence to determine whether all of these are retained or if further sites are required. Existing Plans focus development in Taunton, Wellington, Minehead and major rural centres with limited development in villages.

Get involved

6. This consultation document is the first stage in preparing the Local Plan. A successful Local Plan is informed by local knowledge and an appreciation of what is important to local people and businesses as well as more technical evidence.
7. Whilst change can be daunting, we are not allowed to plan for no new development as we are expected to meet the forecast need for homes and jobs and supporting infrastructure and facilities such as shops and services. The government expects us to have an up-to-date Plan and it will need to go through independent examination by a planning inspector to make sure it is based on robust evidence.
8. Not everyone will get the outcome they want, but making sure your ideas or concerns are understood at an early stage helps make a better Local Plan. This is the first of several chances to have your say and help plan for the District for the next 20 years.



Look out for the question boxes which provide a guide as to what we'd like to hear your views on.

Have Your Say

We are really keen to hear your views on this consultation document. Your views are important as they will help shape the next stage of the plan.

Comments can be made from xxxx to xxxx.

You can make comments in a number of different ways, the easiest way is likely to be online through our consultation portal [\[link\]](#). Here you can also register your interest to be kept informed of the progress on the project.

Alternatively if you would prefer to send us your written comments you can download a comment form from the website (or phone us for a paper copy) and return to:

strategy@somersetwestandtaunton.gov.uk

Strategy Team
Somerset West and Taunton Council
Deane House
Belvedere Road
Taunton
TA1 1HE

[\[phone number\]](#)

A PORTRAIT OF OUR PLACES

9. The Local Plan area covers the new District area of Somerset West and Taunton but excludes the area covered by Exmoor National Park Authority which has its own separate Local Plan.
10. Whilst we are a new Council covering two former District areas, our new Plan area contains diverse places each with their own character and individual issues and challenges. It is important for the Local Plan to continue to recognise this distinctiveness so that we can determine how the Local Plan should respond to development and community needs.

Map to be inserted (District boundary; neighbouring authorities; main settlements; main roads and rail)

Overview of Somerset West and Taunton District

11. The eastern part of the Plan area contains the main settlements of Taunton and Wellington which have good access to the transport network. The western part of our area is characterised by a series of coastal communities but a poor road network. This has influenced how the settlements have developed over time with housing and employment growth occurring in the more accessible locations.
12. The quality of the landscape and setting of our area is of a particularly high standard including the Blackdown Hills and Quantocks Hills Areas of Outstanding Natural Beauty and the Somerset Levels and Moors to the east and Brendon Hills in the west. Whilst Exmoor National Park is a separate planning authority, the remainder of the district has a close relationship with the Park and its setting.
13. Our area demonstrates a rich tapestry of wildlife habitats and sites. The Severn Estuary and Somerset Levels and Moors are recognised as Special Protection Areas (SPA) and Ramsar sites whilst there are also five Special Areas of Conservation (SAC) at Exmoor and Quantock Oakwoods, Severn Estuary, Hestercombe House, Quants and Holme Moor, Clean Moor. There are 25 Sites of Special Scientific Interest (SSSI) including those referred to above as well as over 480 local/County wildlife sites within the District.
14. Our towns and villages have evolved and developed over centuries, resulting in a rich and diverse local character. This is reflected today by the recognition of 53 Conservation Areas, nearly 3,000 Listed Buildings, over 2,200 recorded archaeological sites, 87 Scheduled Monuments, 9 Registered Historic Parks and Gardens, and 73 areas of High Archaeological Potential.
15. Along the coast there are areas vulnerable to sea flooding between Blue Anchor and Minehead. There is also a risk of fluvial flooding across the District particularly from the Rivers Tone, Exe, Parrett and tributaries and a risk of extensive flooding in the Somerset Levels and Moors.
16. The population structure in the district shows a higher proportion of over 65s (33.7%) compared to the UK (22.2%) and Somerset (31.9%). Notably, within Somerset West and Taunton there is a marked difference between the former District areas. 29.3% of former Taunton Deane population are over 65 whilst 50.8% of former West Somerset are over 65¹. Population projections indicate that (based on previous trends) all age groups apart from the 65+ group will decline over the period up to 2039².
17. The overall crime rate is below the national average whilst 91% of residents perceive their areas as safe during the day and 59% do so after dark. The District is not particularly deprived in overall terms although there are small and quite pronounced pockets of deprivation both in an urban and rural sense. There are parts of Taunton and Wellington which fall within the most deprived parts of the country when measured against the Indices of Multiple Deprivation, whilst many of the rural areas perform poorly against barriers to services and housing indices.
18. The ratio of house prices to earnings is one measure of how affordable it is to buy a property. 'Lower quartile' price provides an indication of the entry level house price in a local market, typically those purchased by first-time buyers. The ratio of lower quartile house price to lower quartile earnings in 2016 in Taunton Deane was 8.02 and in West Somerset was 10.10, compared to 7.16 nationally³. The higher the ratio, the less affordable it is for households to get onto the property ladder.

19. Unemployment is low in both the former Taunton Deane (3.8%) and West Somerset (3%) areas over the plan period. Estimate for 2016 indicate that unemployment in both districts is below the national (4.89%) and regional rates (3.9%)⁴.

Taunton

20. Taunton is the major administrative, economic, cultural and retail centre in the county, as well as being the focus for many other services including health, education and leisure. Taunton has a wide retail catchment, including much of Somerset and north and east Devon.
21. Taunton town centre is characterised by an extended shopping centre that stretches from the railway station to the north, High Street to the south and East Reach to the east. The centre contains a good mix of national retailers and local independent traders. The town centre is generally very busy with low vacancy rates and good pedestrian footfall, although some vacancy clusters are emerging due to the challenges that high streets are facing from changing retail behaviours, including online shopping. Leisure and arts facilities are limited, restricting the range of evening activity within the town centre.
22. Traffic in the town centre can be particularly heavy, especially during the morning and evening peak hours. This can lead to congestion and delays also impact on the reliability and efficiency of local bus services. Taunton has two Air Quality Management Areas and congestion could adversely affect these areas. The town is served by the national rail network, with a station located on the northern fringe of the town centre.
23. The town centre is rich in built and natural heritage. There are many historically important buildings within the town centre, as well as Conservation Areas and areas of archaeological importance. Open spaces are abundant, with several parks and open areas within or adjacent to the town centre. The River Tone and the Bridgwater and Taunton Canal are home to several nationally protected species of wildlife. Green Wedges make access to open countryside easy and

convenient from the town centre, through either French Weir Park or Vivary Park.

24. Taunton's economy is broadly typical of the sub-region, but over the past 15 years it has experienced weaker growth than other nearby towns despite the locational advantages provided by junctions on the motorway network (M5). The former Taunton Deane area has significant reliance on public sector jobs with 37%⁵ of workforce jobs in public sector health, residential care, social work, education and public administration. There has been a large reduction in office based local government jobs and increases in non-office based education and healthcare jobs.
25. The Employment, Retail and Leisure Study⁶ concluded that if past trends were to be projected forward this would deliver continued stagnation for the size of Taunton's office and industrial economy in jobs and floorspace terms. Industrial stock reduced significantly in 2006, and this does not appear to have been replaced.
26. Taunton was designated by the Government as a 'Garden Town' in early 2017. The town is undergoing significant change with key developments like Monkton Heathfield, Staplegrove new community, Comeytrove/Trull/South West Taunton new community. The Local Plan will help support the delivery of the Garden Town Vision and help enable the Delivery Plan. A Town Centre Design Guide, Supplementary Planning Documents and Masterplans will shape new development in the town and their content will inform and be informed by the ongoing development of the Local Plan. The green wedges between built-up areas are a key principle of the Garden Town Vision and potentially one for the Local Plan as a whole.

Main issues in Taunton:

- The limited development that has taken place on regeneration sites within the town centre, particularly Firepool, and to understand why

commercial and industrial development has not taken place as envisaged;

- Rising levels of traffic congestion and the need to increase the use of public transport;
- The need to enhance the river corridor for its biodiversity and leisure value;
- The need to redefine the purpose of the town centre and the lack of a multi-purpose venue to enhance Taunton's function as a destination in the sub-region;
- The need to ensure new development is of high quality design to respect local character and heritage as well as of sustainable design and construction;
- The need to enhance the public realm, accessibility and enjoyment of the retail environment and enhancement of the night-time economy.

What is already happening in Taunton:

- Successfully awarded Garden Town status in 2017 attracting significant Government funding to support infrastructure and 13,000 homes. A draft Vision⁷ has been published. Approval of the Delivery Plan anticipated by the end of 2019;
- Adoption of a Local Development Order that streamlines the planning process for the Nexus 25 strategic Employment site at Junction 25 of the M5 that could deliver more than 3,500 jobs;
- Delivery of over 900 homes so far at the Monkton Heathfield Garden Community;
- Land purchased between the New Garden Communities of Monkton Heathfield and Nerrols Farm for the creation of a Green Country Park;
- £14.2m of Government funding secured for a new link road as part of the Staplegrove planned new Garden Community.

Wellington

27. Wellington is the sixth largest town in Somerset and the market town serves a rural hinterland which extends into Devon. The town occupies an attractive setting at the foot of the Blackdown Hills Area of Outstanding Natural Beauty.
28. The settlement benefits from a rich heritage with a historic centre laid out around burgage plots, it also grew significantly during Victorian times with the construction of the Great Western Canal and with a thriving woollen trade. There is a high proportion of listed buildings which avoided demolition in the post-war years. It also benefits from high quality green spaces within the urban area, and there is a green wedge separating the town from its associated settlement of Rockwell Green and Westford.
29. Wellington contains a number of important heritage assets which are featured on Historic England's Risk Register. In 2017 a project officer was employed to work specifically on the heritage assets at risk within the town. This includes the Tonedale Mill, Toneworks, Wellington Monument and the Conservation Area. The Council are working in close liaison with Historic England to safeguard these assets into the future.
30. The town centre is characterised by numerous specialist independent shops and has fostered an image as a 'food town'. However it lacks the presence of many national retailers.
31. The economy of the town is still heavily influenced by manufacturing with two major local employers: Swallowfield and Relyon operating. There are new business parks situated on the fringes of the town, with the Chelston Business Park located to the east of the town in close proximity to Junction 26 of the M5.

32. There is a preference from office and industrial occupiers in the rural area to locate around Wellington as this area benefits from ease of access to the M5 motorway allowing good connectivity to the wider south west region. Demand is on a small scale and tends to be from existing businesses with space taken by local business such as solicitors and accountants and small industrial units.
33. Despite being a substantially sized settlement and being on the main railway line between Exeter and Bristol, Wellington does not currently have a mainline rail station. The aspiration to re-open the station is at an advanced stage and would bring wider sustainability benefits.

Main issues in Wellington:

- A risk posed to heritage assets in the town through development pressures;
- The need to improve the self-containment of the town to reduce the need to travel to Taunton by car;
- New employment development not coming forward;
- Improvements needed for walking and cycling to Chelston and Foxmoor employment sites and beyond to Taunton.

What is already happening in Wellington:

- The re-opening of a railway station in Wellington is at an advanced stage;
- All planned urban extensions are completed or under construction;
- A Wellington Place Plan is being considered.

Coastal communities

34. The largest settlement along the coast is the Victorian seaside resort town of Minehead together with the smaller adjacent settlement of Alcombe. It is the main service centre in the local area, having a community hospital, a community college, middle school and a

substantial shopping centre. It is the location of a Butlins holiday centre, which in the peak holiday season is home to up to c.6,000 visitors at a time. It serves a wider area including much of Exmoor and parts of North Devon. The historic port of Watchet and nearby Williton provide some local services.

35. Road links along the A39 from Minehead to Bridgwater, and the A358 from Taunton to Williton are both relatively narrow A roads with points of restricted headroom and narrowing.
36. Many parts of the minor road network, besides being narrow and winding, are severely constrained by the local geography. Walking is restricted in some of the local settlements by the lack of safe footways in key locations. Minehead however has a good level of access to its services and facilities by a range of transport modes including walking and cycling.
37. The area's economy has considerably less traditional office and industrial employment space compared to the neighbouring authorities. This reflects the area's relative remoteness compared to Taunton and South Somerset. The biggest job sectors in the area are tourist related accommodation, food and recreation, the public sector and Hinkley Point. There is also a strength in the coastal towns as a result of their historic role as tourist resorts.

Main issues in our Coastal Communities:

- A very high proportion of older people and low proportion of young people;
- Enhanced risk of flooding and coastal change from the sea due to the climate crisis;
- Importance of retaining attractiveness of coast to increase tourism, whilst encouraging development to improve service levels and employment opportunities;

- Poor road, public transport, digital and mobile infrastructure networks;
- Lack of affordable housing;
- High reliance on tourism, food and retail sectors.

What is already happening in our Coastal Communities:

- The Council will be developing a Coastal Communities Strategy to bring together initiatives for the area;
- The Minehead Coastal Community Team created an Economic Plan⁸ to inform the development of future projects for the town and will be taking forward a development which aims to significantly raise the quality of the visitor offer in the town;
- The Watchet Coastal Community Team published an Economic Plan⁹ aims to secure a stronger future for Watchet through a series of regeneration projects, small and large, short and long term.

Rural communities

38. The majority of our area is rural. Minor rural centres have a basic range of facilities including shop(s), public house(s), a community centre / village hall, school and doctors' surgery but there villages and hamlets with no such facilities. Services are relatively thinly spread amongst the rural communities although some settlements are almost of a size that could support additional services.
39. Our rural communities are best characterised by the geographical diversity of the areas in which they sit. This diversity has greatly influenced not only the landscape character and setting of villages and hamlets but also the building materials used within them. The quality of both the natural and built environment in many of our rural communities contributes greatly to the quality of life enjoyed by its residents.

40. Our rural areas have a high quality natural and built environment which leads to high house prices. Coupled with low wages, this means that many local people are priced out of the housing market and find it necessary to move out of their communities to cheaper urban areas when moving out of home or requiring a bigger home.
41. Whilst the rural economy has diversified to a degree, many jobs remain unskilled and poorly paid. The mobile and broadband network in our rural areas is poor. Rural households are less able to access information and online services and businesses are less able to keep up with competitors, widen their customer base and are less attractive to new employees.
42. These accessibility issues mean that many rural villages are amongst the most deprived areas nationally when considered against barriers to housing and services indicators. For example, the rural area around Milverton falls within the top 10% of the country for barriers to access to housing and service provision whilst many smaller rural communities have extremely limited or no public transport provision.

Main issues in our Rural Communities:

- Poor road, public transport, digital and mobile infrastructure networks;
- Lack of affordable housing;
- Fuel poverty especially in off-gas grid areas;
- The need to balance the need for more housing to support the viability of local facilities/public transport against its impact on the landscape and environment.

What is already happening in our Rural Communities:

- Four adopted Neighbourhood Plans: Bishops Lydeard and Cothelstone; Trull & Staplehay; West Monkton & Cheddton Fitzpaine;

Stogumber. Four in preparation: Creech St Michael; Oake; Ruishton and Thornfalcon; Wiveliscombe

- A Rural Communities Place Plan is being considered.

Q1 Have we reflected the key **characteristics and issues of our places** in the District?

THE SCOPE OF THE NEW LOCAL PLAN

43. The Local Plan will need to consider changes in national policy since the current Local Plan documents were produced and other changes such as population growth, health, economic, climate, environmental, behavioural and technological changes.
44. The Local Plan will cover many land uses such as the need for and location of new homes, businesses, shops and leisure; the need for supporting community services, transport and infrastructure; how such developments should be designed to conserve and enhance our heritage, respect local character and deliver gains in biodiversity; and how we can adapt to and mitigate the climate crisis and flood risk through the location and design of development and through providing opportunities for infrastructure and behavioural change. These issues are set out in the National Planning Policy Framework (NPPF).
45. The Local Plan will contain a vision for our District with objectives setting out our priorities which will link to the Corporate Plan objectives of the Council. It will proactively plan for new development where this is needed and contain new policies that planning proposals will be assessed against. Once adopted, the policies of the new Local Plan will replace those of the current Taunton Deane Core Strategy, SAADMP, old Local Plan saved policies and TTCAAP and the West Somerset Local Plan.

NATIONAL ISSUES

National Planning Policy Framework (NPPF)

44. The NPPF sets out the government's planning policies for England and how these are expected to be applied. Local Plans which are expected to be in line with the NPPF. There have been recent updates to the NPPF¹⁰ and our new Local Plan will be expected to address these:
 - A new method for calculating housing need;
 - A strict housing delivery test making evidence of deliverability of sites very important;
 - The need to use land more effectively and review allocations that are no longer deliverable, particularly employment land;
 - A requirement for 10% of housing to be on small sites (<1 hectare) to improve delivery rates;
 - Removal of the ability to seek affordable housing and other contributions from sites of 10 or fewer, except in designated rural areas;
 - The need for stronger policies to achieve high quality design;
 - The need to facilitate enough self-build housing plots to meet demand;
 - An emphasised protection for Areas of Outstanding Natural Beauty;
 - To ensure all new development delivers a net gain in biodiversity;
 - Emphasis on identifying improvements and mitigation to air quality issues.

Other national issues

45. There is also an increased awareness and evidence that has strengthened the public and political awareness on key topics which cut across many of Local Plan issues including:

- The urgent and critical need to address our climate crisis and mitigate global heating^{11 12};
- The impact of our behaviour and lifestyles on biodiversity including the need to reduce plastic waste¹³;
- The inaccessibility of 'millennials' to home ownership¹⁴;
- The importance of people's mental health¹⁵;
- The need to keep working at improving equality, opportunity and accessibility for disadvantaged groups¹⁶;
- The impact of poor air quality on our health, especially children¹⁷.

- 1.5 million jobs at risk of automation²²;
- The need to decarbonise the national electricity and gas grids and increase their capacity and resilience through development of smart energy infrastructure²³;
- The need for residents, businesses, energy and transport infrastructure to access high quality, speed, capacity and resilient digital connectivity²⁴.

Q2 Have we captured all the key **national issues** that are relevant to our Local Plan?

Q3 How do you think the new Local Plan should respond to these issues?

Behavioural and technological changes

46. There will continue to be changes in our behaviour and technology that will impact on how we live our lives and interact with our places. The Local Plan needs to recognise these changes and consider in what ways it could:

- The impact of online shopping and other factors on the health and vitality of our town centres¹⁸;
- The decrease in car ownership and driving licences especially in young people¹⁹;
- The increase in electric car ownership with all new cars and vans effectively zero emission by 2040 and the fast-paced development of connected autonomous vehicles (CAV)²⁰;
- Improved mobility through real-time bus monitoring, ticketing apps, contactless payments, wifi on public transport and an increase in dockless bikes, on-demand and ride sharing services²¹.

Local issues

47. Considering the characteristics of our areas and the national issues discussed, we have set out what we believe are the key issues for our Local Plan. It is important to note that we have not made any decisions on how we deal with these issues but have presented ideas to stimulate discussion and comment. The next stage of the Local Plan will contain options for how we address these issues and your comments will help develop the options
48. We have a lot of background evidence relating to our existing Plans that remain relevant but we will need to update and gather further evidence to inform the new Local Plan. This list is not exhaustive but new evidence is likely to relate to:
- An assessment of housing need including an option for higher economic growth scenario;
 - Sustainability Appraisal;
 - Habitats Regulation Assessment;
 - Gypsy and Traveller Needs Assessment update;
 - Strategic Flood Risk Assessment;
 - Whole Plan viability assessment (to also inform the Community Infrastructure Levy Charging Schedule review);
 - Infrastructure Delivery Plan;
 - Issue-specific evidence.

Protecting and Enhancing our Environment

49. Over the past 3 years, more housing was built on greenfield land compared to brownfield land across our District²⁵ as we needed greenfield land to meet our housing targets in sustainable locations. Development on greenfield land has enabled the delivery of some

key sites, such as the Monkton Heathfield Garden Community, which provides a significant proportion of housing to meet our targets on the edge of Taunton. If the new Local Plan maximised development on brownfield sites, which could mean higher housing densities, this may **reduce the need for any new allocations on greenfield sites**, although the impact of higher densities on heritage assets and local character will need to be carefully considered.

50. Our existing Local Plan documents promote the mitigation of the climate crisis as a key issue. Whilst our level of carbon dioxide emissions have been reducing slightly overall and on a per capita basis, much of this has been as a result of national decarbonisation of the electricity grid in particular. Efforts to deliver renewable and low carbon technologies and improve rates of walking, cycling and public transport use must be improved. Our Local Plan could be stronger to give us the ability to **require low carbon developments**. We could push the boundaries to demonstrate how serious we are about tackling the climate crisis with **challenging targets for decarbonisation** within new development and ensure we have the infrastructure to support clean modes of transport.
51. The consequences of the climate crisis and global heating include increasing the threat of overheating and water stress, more flooding and stronger, more damaging wind speeds. We are updating our Strategic Flood Risk Assessment to ensure we avoid siting new development in areas of greatest flood risk. High quality design could **maximise opportunities for Sustainable Urban Drainage Systems (SuDS)** to store surface water using permeable surfaces, grey water recycling and flood storage measures such as balancing ponds. We could ensure that **new developments are built to be resilient to climate change** that is already in motion, particularly the risks of overheating, and work on enabling our existing communities and buildings to be adapted.

52. Rising sea levels and increased storm violence as a result of the climate crisis gives rise to a greater flood risk from the sea posing an increasing threat to new and existing development close to the parts of the coast which are low-lying and/or which are unstable and vulnerable to rapid erosion. We can continue to **focus development away from the areas at most risk of flooding**.
53. The natural beauty of the coast is an essential factor in driving our tourism industry. It is therefore important to ensure that it retains its attractiveness. Some development may be required to enhance the tourism offer so careful planning, siting and mitigation measures could **ensure coastal development can take place without causing unacceptable damage to the coastal environment**.
54. The Quantock Hills and Blackdown Hills Areas of Outstanding Natural Beauty have recently adopted Management Plans²⁶ and AONBs are afforded significant protection by the NPPF. However, the Somerset Levels and Moors, which is internationally significant for wildlife, has a dramatic and unique landscape characterised by flat, wet meadows bordered by rhynes and ditches with low hills shaped by human history, farming and natural processes. The **landscape and heritage value of the Somerset Levels and Moors could be better recognised** through the Council's planning policy to reflect its significance.
55. The NPPF expects **net gains in biodiversity from new development** and so our new Local Plan will need to be as strong in this regard. Net gains could be closely linked to the Somerset Pollinator Action Plan, Guidance on Development for Hestercombe House SAC and the Exmoor and Quantocks Oak Woodlands SAC; Somerset Habitat Action Plans²⁷. Somerset County Council and Natural England are working on Great Crested Newts mapping and zoning for use in Plan making and decision taking so we can identify opportunities to improve and widen their habitats. This approach could be extended

to other protected species too. Trees provide habitats and wildlife corridors as well as shade, particularly in our towns, so opportunities could be explored to ensure further **tree planting**, of appropriate species, in new development.

56. Our natural environment should be accessible for everyone to enjoy to provide benefits to our mental health and wellbeing. Improving **access to the natural environment** could be achieved through the site development and the focus of Community Infrastructure Levy, grants and S106 funds to improve footpaths and cycleways and address physical barriers, such as improving access to the River Tone frontage for people with disabilities and access across the M5 and beyond.

Q4 What are your views on how we could address **environmental** issues?

Boosting our Prosperity

Employment and retail

57. For many years we have had high aspirations for attracting new businesses to the area but this has not been as successful as we hoped. The new Local Plan, along with the emerging Prosperity Strategy could try to understand and address this issue. The Local Plan needs to provide the right conditions to attract new businesses to move into our District which may include **ensuring that employment sites are affordable** to potential businesses and being proactive to **encourage refurbishments** as a cost-effective solution in bringing more modern space into the market. We could ensure high quality infrastructure and digital connectivity and to carve out a niche for the **green knowledge industry and research and innovation sectors** to base themselves here.
58. District-wide, we could be bolder in terms of our aspirations to demonstrate that we are a place that wants to **drive up productivity** and is highly supportive of new and existing businesses, particularly the knowledge and industrial sector to compete with neighbouring towns and Districts. We are developing a Prosperity Strategy which will help to deliver the Heart of the South West Local Enterprise Zone (HotSW LEP)'s Productivity Strategy²⁸ that seeks to double the size of our economy over 20 years.
59. The Employment, Retail and Leisure Study²⁹ concluded that we have too much land allocated for employment compared to demand. The NPPF expects us to assess our employment sites and allocation for deliverability so that we focus employment on those that are deliverable and **release poor employment sites for housing** whilst retaining or allocating new ones. This might result in fewer employment sites but those that remain would be of the highest quality, or have potential for modernisation and be most attractive to

employers. Often though the most attractive sites to employers are those with good car parking and road access so we will need to **ensure that employment sites have good access to public transport** otherwise this could increase car-borne traffic.

60. **Maintaining a range of site sizes and locations** will provide opportunities for local businesses to grow and stay in the area. Providing **small start-up units** as new build or subdivision of larger buildings will encourage enterprise and entrepreneurship (micro business and small and medium enterprises - SMEs) particularly in the rural and coastal areas.
61. We have a higher proportion of older people here compared to the national average. Fewer young people also means businesses find it more of a challenge to attract the talent and workforce that they demand and may choose not to locate here. A lack of labour over the forecast period is likely to act as a constraint to growth³⁰. The Local Plan could look at ways to **encourage young people to stay or move here**. Improving the local education and skills pathway and career prospects within the knowledge economy, as well as building on the leisure and cultural offers of the area may encourage our highly skilled young people to stay here rather than seeking advancement in their careers elsewhere in the region or country.
62. With the proportion of those aged 17-20 holding a driving licence having fallen by almost 40 per cent in recent years³¹ the need for **excellent public transport links** to access jobs and leisure activities is more critical than ever. Locating **smaller and more affordable housing in our town centres**, improving the food, leisure and entertainment offer in our towns and attractive walking and cycling networks provide more incentive to attract and keep younger people in our area.

63. The existing Hinkley Point nuclear power station lies within the north-eastern part of the District. Hinkley Point B remains an operational power station and the development of Hinkley C is underway. It involves the influx of a substantial additional workforce (with an estimated peak of c.5600 workers). Working jointly with our neighbouring districts, the Local Plan will need to consider **how new workers at Hinkley Point C will be housed and ensure that we provide opportunities to maximise the use of sustainable transport.**
64. With increased online shopping and people choosing to travel to out of town stores, our high streets may need to be less dependent on traditional retail shops in order to thrive. Our policies could be more flexible to **allow vacant retail units to be used in a more diverse way** by creative trades, pop-ups, libraries, exhibitions, markets, cultural events. If our High Streets regularly offer something new they could attract more regular visits. This would need to be progressed in conjunction with town centre management. Encouraging **empty storage areas above vacant shops to be converted to flats or start up offices** and **resisting out of town retail stores and expansion** would add to the vibrancy of our towns and increase local spend.

Q5 What are your views on how we could address **employment and retail** issues?

Housing

65. The NPPF expects us to follow the Government's 'Standard Method' to calculate our Local Housing Need figure which is a minimum (incorporating the average annual housing growth and an affordability ratio). For the former Taunton Deane area this is currently 614 dwellings per year and for former West Somerset this is currently 88 dwellings per year. Over the past 5 years, on average, these figures have been exceeded in both areas.
66. Through the Local Plan process we need to consider **whether we use the Standard Method figure as our housing target or propose a higher requirement figure** in our Local Plan. Past high housing delivery rates, economic growth aspirations and/or a request to accommodate unmet housing need from other nearby Local Planning Authorities are potentially reasons why we might consider a higher housing target. A higher housing requirement may require some further site allocations combined perhaps with an increase in densities particularly in Taunton Town Centre. Using the minimum housing target may potentially not require further allocations beyond reviewing the appropriateness of existing uses. Whether we need additional allocations will be better understood as we progress through the Local Plan process.
67. The NPPF sets out a range of tenures deemed 'affordable housing'. However, a combination of high local house prices and low incomes mean some tenures are not actually affordable in our area or do not meet the needs of many households. We could have a clear **policy requirement only for affordable tenures** that we can evidence need for in order to maximise opportunities for people, especially young people, to access affordable housing.
68. The Authority Monitoring Report's³² for the former Taunton Deane and West Somerset areas show that affordable housing completions

have been falling short of targets. In the former Taunton Deane area over the past five years, the average proportion of affordable housing delivered was 21.3% compared to a 25% target. The former West Somerset area achieved 24.4% compared to a 35% target. If affordable housing is to be a priority, we could ensure we have **stringent site requirements across the District rather than overall targets**. Developers can only argue non-viability in exceptional circumstances as we would make sure we had a robust whole plan viability assessment to reduce incidences of developers arguing down their affordable housing provision on viability grounds.

69. We could consider **increasing the affordable housing requirement on individual sites** now that we may lose some affordable housing due to our inability to take contributions from sites of 10 dwellings or fewer (NPPF) in areas which are not Designated Rural Areas (which are generally speaking our more urban areas).
70. The amount of affordable housing to be sought via Local Plan policies relates closely to the viability of development as well as the amount of Community Infrastructure Levy (CIL) we ask for from developers. Neither requirement can be too high that it makes developments unviable so if one is raised, the other is likely to need to reduce. **We need to strike the right balance between affordable housing provision and infrastructure funding**.
71. We may also consider whether financial contributions from some sites would help **deliver affordable housing on Council owned land**. We will use the most up to date evidence on the need for affordable housing and viability to inform how much and of what tenures the Local Plan could deliver.
72. Affordable housing must currently meet the needs of those with a local connection to the area who cannot afford to access the open housing market. We may need to **review the how the local**

connection policy should be applied given the physical extent of the District is larger.

73. We are expected to have **regard to the demand for self-build and custom housebuilding plots** for people who want to build their own homes and we maintain a register of those who are interested. We are delivering enough sites to comply with the requirement although we are not actively going above and beyond this requirement. With the right materials and builder a self-build house could be cheaper than a standard house but self-build housing does not need to be affordable housing (as defined in the NPPF) and is exempt from providing a Community Infrastructure Levy.
74. The NPPF requires 10% of housing to be on small sites (<1 hectare) to improve delivery rates. Our delivery rates are high so potentially we might be able to make a case for being exempt on this basis. Nevertheless, **proactively identifying small sites** can help support local building firms and may deliver a wider range of housing products and sites that better respect local character. We can continue to positively promote windfall sites, rural exception sites and for Neighbourhood Plans to proactively identify small sites. The former West Somerset area has a number of small sites identified but not allocated so we could consider allocating these to provide more certainty. We could also consider whether any larger sites could be appropriately subdivided to create smaller sites.
75. In terms of delivering housing in rural areas, we will **look at our approach to settlement boundaries**. Different approaches are used in the former council areas. The West Somerset area does not have settlement boundaries and determines the suitability of housing proposals on a site by site basis³³ based upon the proximity of the contiguous built-up area with a number of further criteria that need to be met (relationship to facilities and pedestrian access; respecting character; traffic generation; and effect on the amenity of the area).

The Taunton Deane area has defined settlement boundaries³⁴ where new housing should be focussed. Sensitive additional development could help support the introduction of local services and facilities in rural communities.

76. We will look at evidence of need for student accommodation and consider whether there is any need to identify suitable sites for student accommodation.

Q6 What are your views on how we could address **housing** issues?

Infrastructure

77. Our towns and some larger villages typically have access to superfast broadband, however, connection outside of these areas is extremely limited. Connecting Devon and Somerset (CDS) has been set up to deliver superfast broadband infrastructure to areas where the market has failed to invest. In addition to this, the Government's policy has shifted in recent years towards supporting rollout of full-fibre (or Fibre to the Premises) connectivity which provides far greater levels of reliability, resilience and speed of internet connections compared to traditional copper wire connections. Enabling such connectivity in Somerset West and Taunton will be essential to attracting high quality employment to the area and driving up productivity. To complement CDS, the Local Plan could support full-fibre in all new homes and businesses by **ensuring developments are required to provide sufficient ducting space for multi-operator full-fibre connectivity**.
78. The Government wants the UK to be a world leader in 5G mobile technology but this is frustrating for our rural areas, some of which have no mobile signal at all, or are only served by a single operator. The Local Plan can continue to support fixed mobile network infrastructure. However, our Local Plan is looking to 2040 and the Government wants the majority of the population covered by a 5G signal by 2025. Our Local Plan could therefore **support the effective use of rooftops and street furniture to accommodate mobile digital infrastructure**, including small cells for 5G so that we are ready for the new technology. This will create significant advantages for local business. In the early stages this is most likely to be cost effective in our towns but we can work with CDS so that the benefits are felt more widely across the District. 5G rollout will rely on full-fibre connectivity and may potentially enable us to develop smarter transport and energy solutions in particular.

79. Infrastructure that makes a new development proposal acceptable in planning terms will continue to be sought using s106 legal agreements. These can include things like junction improvements, public transport contributions and new play space. Infrastructure which is required to serve a wider need is funded, in part, through the Community Infrastructure Levy (CIL) and can include strategic transport improvements, school places, community facilities, flood mitigation etc). CIL is currently in place in the former Taunton Deane area but not West Somerset. We will start to **review the geographical scope of CIL, the amount of the levy and the items which CIL can be spent on** (the Regulation 123 list) to align with the latter stages of the Local Plan production because the issues are closely linked.
80. If we want to mitigate the climate crisis we could provide more **opportunities for people to reduce their need to travel, as well as walk, cycle and use public transport as an alternative to the private car**. Public transport must be convenient in terms of destinations, routes and timetables and frequent enough to meet as many people's needs as possible. It must have benefits over using the car in terms of cost and/or journey time otherwise people won't use it. New or improved routes usually take many years to become self-financing, if at all, so routes need to be 'pump-primed' by s106 funding from developers.
81. There is no up-to-date County-wide Transport Strategy at present so the Local Plan could **take the lead in developing strong policies for public transport provision** to require financial contributions towards bus services; support bus priority measures including smart bus infrastructure; consider the proximity of new development to bus routes; and consider high density development at public transport nodes. We could also consider how to improve strategic bus links through working with the County Council and our neighbouring

authorities, for example to support a bus service from Williton to Bridgwater.

Q7 What are your views on how we could address **infrastructure** issues?

A Better Quality of Life

82. The ability for people to come together through leisure, sport, family and cultural activities builds strong and healthy communities and can reduce the sense of isolation in rural areas. The Local Plan could seek to **strengthen the self-containment of our settlements** through the boundaries allocation of sites to include multi-purpose community uses and to resist their loss.
83. Our population is aging and the Local Plan could also respond in a way to **help older people enjoy a better quality of life** particularly better rural public transport and the self-containment of settlements. Further measures could be more strongly required through the Local Plan. This could include high expectations for the design of new housing regarding adaptability and wheelchair standards; design the public realm to be safe, accessible and include seating and public toilets; bus stops with seating and handrails; locating housing close to community facilities; develop housing of a size and type to encourage downsizing to housing that is cheaper to heat and maintain.
84. We want to create balanced communities. Primarily this means retaining our younger people and encouraging other younger people to move to our area. To this end we could **create places attractive for younger people**. Leisure, entertainment and cultural offers are key to this as well as suitably affordable, sized and located housing/apartments. The Local Plan could look to boost economic prospects through encouraging improvements in access to education and skills development and aspiring towards inward investment from high quality employers; ensure its housing mix and tenures are affordable to young households; and that new houses are served by the best digital connectivity they can be.
85. We also want to encourage **young people to stay in the area if they start a family**. The Local Plan could ensure homes have sufficient internal space for quiet homework areas and sufficient play space and natural light; play facilities located in the centre of neighbourhoods with good natural surveillance; multi-purpose venues suitable for toddler and parent groups; a public realm that encourages use by all ages rather than being purely 'adult' spaces; improve access to recreation, leisure, open space especially by public transport; providing safe walking and cycling routes. Providing support for childcare facilities, schools and healthcare in locations accessible to employment helps households, and particularly women, be able to get back into work whilst managing childcare logistics.
86. Through good design the Local Plan could also try to **reduce inequalities in the built environment experienced by people with physical disabilities and mental health issues**. It could ensure the public realm is designed so that the physical environment is accessible and free from obstructions (particularly important considering the likely push for on-street electric charging points); parks and playgrounds are accessible by level walkways; public spaces are overlooked, with direct and clear routes, well designed transport interchanges, and good lighting to help people with physical disabilities and mental health issues feel more confident at navigating the urban environment. Such design would also help provide an environment where women feel safer, particularly at night. To create a sense of place and local identity, policies could be developed to **avoid the over-engineering of streets** in new developments so that we don't see out-of-a-catalogue streets.
87. The Local Plan could **continue to regenerate Taunton town centre** and build on what has been achieved through the Area Action Plan. The Local Plan should reflect on why some sites in the Plan have not come forward and adapt its policies to improve the prospects of

development taking place. We could **review the uses on the site allocations** to determine if alternative uses or mix of uses are more appropriate and more deliverable to avoid sites sitting empty for many years. This could mean introducing **more housing on town centre sites and perhaps student accommodation if there is an identified need** given that we have an over-supply of employment land. There are a number of development sites in the town centre which place great emphasis on the need to deliver high quality urban design to respect local character, the heritage, biodiversity and open spaces in the town. We are going to produce a Design Guide during 2019 for the town centre and wider District to provide direction for developers.

88. Our environment goes a long way to determining the quality of our health and wellbeing. Local Plans are encouraged by the NPPF to do more in terms of **supporting healthy lifestyles**. In reality, this approach isn't new as for decades Local Plans have sought to encourage walking and cycling, provide sport and recreational facilities, play parks and open spaces, enable accessible primary healthcare among other measures that are inherent in good Plan-making. However, we could try to bring health and well-being to the forefront of our Local Plan policies. We could also **identify areas of the district where there are inequalities in health and actively try to deliver improvements in those areas**. The Council will be producing a Health and Wellbeing Action Plan and the Local Plan will be developed alongside this.

Q8 What are your views on how we could create a **better quality of life** for local people?

What Happens Next?

89. This Issues document is part of Stage 1. All the comments received before the consultation closes will be analysed and a summary report produced and published on our website. The responses will be carefully considered and used to help prepare the Options stage of the Local Plan (also part of Stage 1).

Stage 1	Evidence gathering (Reg 18)	This includes a number of sub-stages including the consultation on this issues document, consultation on options, sustainability appraisal of options and evidence base studies produced
Stage 2	Draft Plan (Reg 19)	Consultation on draft policies, potential development locations and supporting information, based on the previous stage and evidence gathering
Stage 3	Publication version of the Plan	Consultation on the revised plan, changed in light of the previous stage and further evidence gathering. Plan and comments go to the Planning Inspector
Stage 4	Planning Inspector's hearings	An independent Planning Inspector examines the plan, evidence and comments made. The Inspector holds hearing sessions to discuss the 'soundness' of the plan
Stage 5	Plan is adopted	The plan is adopted and is used to inform local planning policy and decisions on planning applications

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- ²⁶ [Quantock Hills AONB Management Plan 2019-2024](#); [Blackdown Hills AONB Management Plan 2019-2024](#)
- ²⁷ [Somerset Pollinator Action Plan 2018-28](#); [Hestercombe House SAC Guidance on Development \(April 2018\)](#); [Exmoor and Quantocks Oak Woodlands SAC Guidance on Development \(April 2018\)](#); [Somerset Habitat Action Plans](#)
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- ²⁹ Section 5.5 [Employment, Retail and Leisure Study](#) (Oct 2018) Peter Brett Associates
- ³⁰ Para 5.4.7 [Employment, Retail and Leisure Study](#) (Oct 2018) Peter Brett Associates
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- ³² [Authority Monitoring Report](#) (2018) Taunton Deane Borough Council, West Somerset Council
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Item 6 Local Plan Issues Document – Approval for Public Consultation

Proposed Amendment

At Scrutiny on 12 Jun 2019, a number of proposals were made for strengthening the climate emergency section within the Issues Document specifically paragraphs 50 and 51.

Due to the number of amendments proposed it was considered easier to present the proposed text in full. Paragraphs 50 and 51 of Item 6, Appendix 1 are proposed to be replaced by the following text:

50. Somerset West and Taunton Council declared a climate emergency in February 2019 and are working towards carbon neutrality by 2030. The Local Plan must respond in a manner to help meet this target which will require **strong and challenging energy efficiency and renewable energy targets**, examples could be solar panels on every new building and perhaps pilot a scheme with a proportion of passive eco-housing. Efforts to deliver renewable and low carbon technologies and improve rates of walking, cycling and public transport use must be improved so our policies may need to **prioritise infrastructure to support sustainable modes of transport**.
51. The consequences of the climate emergency and global heating include an increasing threat of overheating and water stress, more flooding and stronger, more damaging wind speeds. We could ensure that **new developments are designed to be resilient to climate change** that is already in motion, particularly the risks of overheating. High quality design could maximise opportunities for Sustainable Urban Drainage Systems (SuDS) to store surface water using permeable surfaces, grey water recycling and flood storage measures such as balancing ponds; design and orientate buildings to maximise solar gain; tree planting to provide shade and cooling; electric car charging points could be standard; and enabling our existing buildings to be adapted. When it comes to additional design requirements on new buildings, we will need to look at the impact on viability to ensure that developments can be built or whether other policy requirements elsewhere would need to be toned down (eg affordable housing/Community Infrastructure Levy).

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Somerset West and Taunton Council

SWT Executive – 18th June 2019

District wide Local Plan: Local Development Scheme

This matter is the responsibility of Councillor Mike Rigby

Report Author: Paul Browning: Strategy Specialist

1 Executive Summary / Purpose of the Report

- 1.1 Somerset West and Taunton has the statutory responsibility to prepare a Local Plan which covers the whole of the new local authority area (excluding Exmoor National Park). It is a requirement that these Plans are kept up-to-date and fit for purpose, with planning policy guidance advising on updating such Plans in whole (or in part) at least every 5 years.
- 1.2 The Council is also required to prepare a Local Development Scheme (LDS) which sets out the programme for the preparation of the District wide Local Plan and other development plan documents.
- 1.3 The current adopted Local Plans by Taunton Deane Borough Council and West Somerset Council are in need of updating.

2 Recommendations

- 2.1 With regard to the production of the District wide Local Plan, **Executive recommends to Council to:**
 - Approve the Local Development Scheme (enclosed as Appendix 1); and
 - In consultation with the Portfolio Holder for Planning and Transport delegate authority is given to the Head of Strategy to agree any necessary final amendments prior to its publication.

3 Risk Assessment (if appropriate)

- 3.1 The potential risks that might impact on the preparation and timely delivery of the Local Plan and other Development Plan documents are set out the “Risk Assessment section of the Local Development Scheme (See Appendix 1 – Table 2).

4 Background and Full details of the Report

- 4.1 We are required under the Planning and Compulsory Purchase Act 2004 (as

amended) (the Act) to prepare a Local Development Scheme (LDS) which sets out the programme for the preparation and review of development plan documents.

- 4.2 The need for Local Authorities to have “up-to-date” Local Plans was recently affirmed in the government’s National Planning Policy Framework (February 2019).
- 4.3 In accordance the Local Government (Boundary Changes) Regulations 2018, we must adopt a local development document under section 23 of the 2004 Act to apply to the whole of the area within a period of 5 years starting with the reorganisation date.
- 4.4 The LDS (enclosed as Appendix 1) thus takes account of national developments in planning policy and legislation and local changes. The aim is to publish:
 - An “Issues” document (Regulation 18) document in Q2 quarter of financial year 2019/20 and consider responses.
 - Publication of an “Options” style document (Regulation 18) in Q3 of 2019/20.
 - Publication (Regulation 19) in Q2 of 2020/21.
 - Submission Plan (Regulation 22) to Secretary of State in Q3 of 2020/21.
 - Examination (Regulation 24) ie Public Inquiry with appointed Inspector-Q1 of 2021/22.
 - Adoption Inspector’s Report, approval at Full Council in Q3 of 2021/22.
- 4.5 At this stage the Review is s about updating our adopted local plan policies to reflect current the latest position and government advice.
- 4.6 The nature of various aspects of planning policy means that Members have in the past been actively involved in the local plan process. Members will recall that adopted planning polices for Taunton Deane Borough Council and West Somerset Council were informed by regular meetings of a Member Steering Group. To this end, the agenda item gives authority to the Portfolio Holder for Planning and Transport to establish a Member Steering Group to support the review process.

5 Links to Corporate Aims / Priorities

- 5.1 Officers are in the process of preparing a new Corporate Strategy to replace those previously prepared for Taunton Deane and West Somerset. The Local Plan is an important document which will help articulate and translate the Council’s emerging strategic objectives into planning policy.

6 Finance / Resource Implications

- 6.1 There is an agreed budget and reserves to support the delivery of the Local Plan process.
- 6.2 The Portfolio Holder for Planning and Transport and the Head of Strategy has reviewed and approved this report with no issues arising. Minor changes to the text were suggested and incorporated.

7 Legal Implications (if any)

- 7.1 The Council's Constitution describes how Somerset West and Taunton will discharge its responsibilities, including responsibilities for the preparation and adoption of the Local Plan, which must be considered and endorsed by Full Council, prior to adoption.

8 Environmental Impact Implications (if any)

- 8.1 None at this stage. In order to comply with statutory duties associated a Habitat Regulations Assessment; Sustainability Appraisal will be prepared as part of the plan making process.

9 Safeguarding and/or Community Safety Implications (if any)

- 9.1 None at this stage.

10 Equality and Diversity Implications (if any)

- 10.1 None at this stage. In order to comply with the public sector equality duty: an Impact Assessments (IA) accompanies this series of reports and agenda items on the Local Plan (enclosed as Appendix 2). Further Impact Assessments will be prepared in due course as part of the plan making process. Further, details of the process are also available from:

<https://www.somersetwestandtaunton.gov.uk/your-council/equality-and-diversity/>

11 Social Value Implications (if any)

- 11.1 None at this stage.

12 Partnership Implications (if any)

- 12.1 A revised draft Statement of Community Involvement (SCI) has been prepared as part of the plan making process. To this end, agenda item seeks approval to consult upon the contents of the draft SCI.
- 12.2 The recommendations outlined in the agenda item seek to ensure that Members continue to play an active role in the review of the District wide Local Plan.

13 Health and Wellbeing Implications (if any)

- 13.1 None at this stage.

14 Asset Management Implications (if any)

14.1 None at this stage.

15 Data Protection Implications (if any)

15.1 None at this stage.

16 Consultation Implications (if any)

16.1 None at this stage.

17 Scrutiny Comments / Recommendation(s) (if any)

A verbal update will be given to Executive.

Democratic Path:

- ~~Scrutiny / Corporate Governance or Audit Committees – Yes / No~~ (delete as appropriate)
- ~~Cabinet/Executive – Yes / No~~ (delete as appropriate)
- ~~Full Council – Yes / No~~ (delete as appropriate)

Reporting Frequency: Once only Ad-hoc Quarterly
 Twice-yearly Annually

List of Appendices

Appendix 1	Local Development Scheme (LDS)
Appendix 2	Impact Assessments

Background papers (links)

All documents relating to adopted Local Plans for Taunton Deane BC and West Somerset Council can be accessed via the following link:

<https://www.somersetwestandtaunton.gov.uk/planning-policy/adopted-local-plans/>

Local Government (Boundary Changes) Regulations 2018,

<http://www.legislation.gov.uk/uksi/2018/1296/contents/made>

Planning and Compulsory Purchase Act 2004 (as amended) (the Act)

<http://www.legislation.gov.uk/ukpga/2004/5/contents>

Planning Act 2008 as amended by the Localism Act 2011.can be viewed at

<http://www.legislation.gov.uk/ukpga/2008/29/contents>

and

<http://www.legislation.gov.uk/ukpga/2011/20/contents/enacted>

Town and Country Planning (Local Planning) (England) Regulations 2012

<http://www.legislation.gov.uk/uksi/2012/767/regulation/18/made>

National online planning practice guidance can be viewed on the government web site at:

<http://planningguidance.planningportal.gov.uk/>

The National Planning Policy Framework (February 2019) can be viewed at:

<https://www.gov.uk/government/publications/national-planning-policy-framework--2>

Note: For sight of individual background papers and more information on the supporting evidence base please contact the report author.

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Appendix 1: Local Development Scheme (LDS)

Appendix 2: Impact Assessments

End

Somerset West and Taunton

SOMERSET WEST AND TAUNTON LOCAL DEVELOPMENT SCHEME

June 2019

This document has been prepared by Somerset West and Taunton.

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Photographs show:

Copies of this LDS document are available from:
Somerset West and Taunton
The Strategy Team, Deane House, Taunton, TA1 1HE
Tel: insert
Email: insert

For further details of the Local Development Framework, and to view and download this and other documents, please visit our website.

Accessibility: this document is also available in Braille, large print, on tape and on disc and we can translate it into different languages. We can provide a member of staff to discuss the details.

Document control record

Name of Document: Local Development Scheme
Author: Somerset West and Taunton
Description of content: Outlines the timetable and delivery plan for Development Plan documents

Author: Paul Browning
Approved by: Nick Bryant
Head of Strategy
Date of approval: 2019

Version	Date	Comments
1	2 April 2019	New Development Scheme for new Council (1 st Draft)
2	3rd April 2019	Track changes (1st Draft)
3	3rd April 2019	Track changes (accepted)
4	10th April 2019	Updates: Local Plan end date, separate issues and options stage and revisions to SPD
5	12th April 2019	Typo's and factual updates
6	30 th May 2019	Typo's and factual updates.

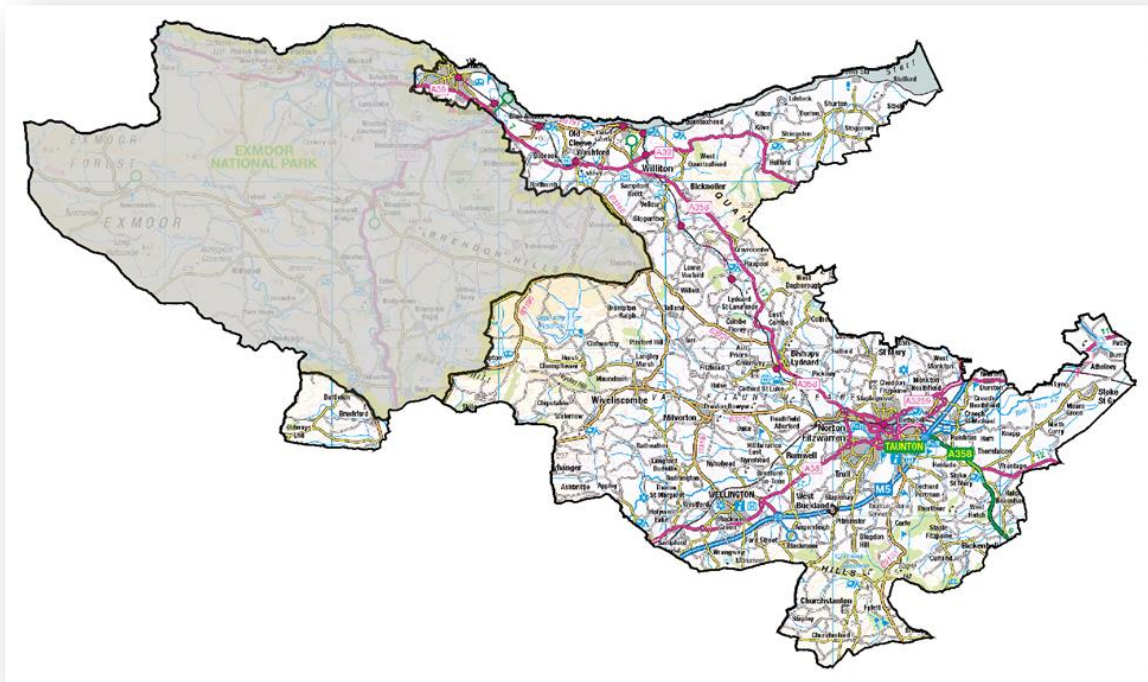
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Introduction

1. This Local Development Scheme sets out the key planning policy documents that Somerset West and Taunton intend to produce, including Development Plan Documents which make up the District's Local Plan. It is the first Local Development Scheme (LDS) that the Council has produced since the decision to become one Council by Taunton Deane Borough Council and West Somerset Council. The LDS identifies the key milestones in their preparation and sets out the arrangements for their production.
2. Since the 1st April 2019, as a new Council, Somerset West and Taunton has a range of responsibilities regarding planning, planning policy and the determination of relevant planning applications.

Diagram 1: Somerset West and Taunton. The central area outlined in black represents the area cover by a new district council, serving the residents, businesses and communities of both Taunton Deane and West Somerset.



3. We are required under the Planning and Compulsory Purchase Act 2004 (as amended) (the Act) to prepare and maintain a Local Development Scheme (LDS). The Act also requires every planning authority to prepare a development scheme which sets out the programme for the preparation and review of development plan documents. Furthermore, in accordance the Local Government (Boundary Changes) Regulations 2018, we must adopt a local development document under section 23 of the 2004 Act to apply to the whole of the area within a period of 5 years starting with the reorganisation date.
4. The Council has prepared this LDS in accordance with the Act. This first edition of the LDS brings together the previous Taunton Deane LDS (January 2015) and West Somerset LDS (March 2016)

<https://www.westsomersetonline.gov.uk/Planning---Building/Planning-Policy/Local-Plan-to-2032/Local-Development-Scheme>

5. It was approved by Full Council on **the xx** 2019.
6. The LDS contains a number of abbreviations and technical terms. A glossary of planning terms can be found on our web site. A list of current Development Plan for Somerset West and Taunton is enclosed as Appendix 2.
7. This first edition of the LDS takes account of national developments in planning policy and legislation and local changes. Being the first LDS for the new local authority there is no detailed commentary on changes from the previously agreed LDS's. The new district-wide Local Plan drawing together the adopted planning policies from:

Taunton Deane BC

- Relevant remaining saved policies of the Taunton Deane Local Plan (2004)
- The Town Centre Area Action Plan (Adopted 2008)
- Taunton Deane Core Strategy (Adopted 2012)
- Site Allocations and Development Management Plan (Adopted 2016).

West Somerset (excluding Exmoor National Park)

- Relevant remaining saved policies of the West Somerset Local Plan (2006)
- West Somerset Local Plan (Adopted 2016).

8. In addition, the Council produces an Authority Monitoring Report (AMR). This statutory document monitors the effectiveness of policies in the Development Plan. The AMR also contains specific information about expected future rates of housing delivery on a range of sites. This and other documents such as the Community Infrastructure Levy (CIL) are available for download from:
<https://www.somersetwestandtaunton.gov.uk/planning-policy/evidence-base-and-monitoring/authority-monitoring-report-amr/> and
<https://www.somersetwestandtaunton.gov.uk/planning-policy/cil/>
9. The Local Development Framework (or LDF`) is the name for the collection of development plan documents and other documents which provide the framework for delivering planning policy in Somerset West and Taunton, as shown in the diagram below.

Diagram 2: Relationships between documents within the Local Development Framework



Note: EiP – Examination in Public

Future plans for the LDF

10. We are required under the Planning and Compulsory Purchase Act 2004 to prepare a Local Development Scheme (LDS) which sets out the programme for the preparation and review of development plan documents which make up the District's Local Plan. It identifies the key milestones in their preparation and sets out the arrangements for their production.
11. According to Planning Practice Guidance: *“To be effective plans need to be kept up-to-date. Policies will age at different rates depending on local circumstances, and the local planning authority should review the relevance of the Local Plan at regular intervals to assess whether some or all of it may need updating. **Most Local Plans are likely to require updating in whole or in part at least every five years.** Reviews should be proportionate to the issues in hand. Local Plans may be found sound conditional upon a review in whole or in part within five years of the date of adoption.” (Bold Somerset West and Taunton emphasis)*
12. The National Planning Policy Framework (NPPF) (February 2019) makes clear that the Government's preferred approach is for each local planning authority to

prepare a single Local Plan for its area (or a joint document with neighbouring areas).

13. The review of the new district wide Local Plan began on the 1st April 2019(see <https://www.somersetwestandtaunton.gov.uk/planning-policy/local-development-scheme/>)Key drivers for this work include:

- Statutory requirement for the new Council to maintain an up to date Local Plan (as set out in paragraph 11 above).
- To keep pace with evolving national policy and guidance (eg Revised National Planning Policy Framework (NPPF) February 2019)).
- To maintain a vibrant economy, the provision of objectively assessed need (such as new homes), and protect our local environment.
- To provide a better service to our customers.
- A spatial vision for the new Council, ensuring that the whole Local Plan is effective and up to date.

14. In line with legislation governing the preparation of Local Plans, Table 1 below outlines the work programme going forward on the Somerset West and Taunton LDF. This table lists the production of the following documents:

- A new district wide Local Plan (ie a review of adopted development plan documents, rolling forward the planning time horizon until 2040 and merging them into one document).
- A Legal Compliance document.
- A Statement of Community Involvement (SCI).
- An Authority Monitoring Report (AMR) (which will be updated on an annual basis as before).
- A review of Community Infrastructure Levy (CIL).
- Various Supplementary Planning Documents (SPD).

Table 1: LDF Project summary and timeline

Project	Key stages	Output	Dates
Somerset West and Taunton District wide Local Plan (Development Plan Document)	Legal Compliance[#] - to commence Local Plan review within 5 years of the adoption date.	A review style document setting out the significant changes / issues / reasons for the review.	Q2 quarter, 2019/20
	Publish (Regulation 18*)	An “Issues” document for consultation	Q2 quarter, 2019/20
	Publish (Regulation 18*)	An “Options” style document for consultation	Q3 quarter, 19/20

	Publication (Regulation 19*)	Informed by above consultation, an updated evidence base and supported by reasoned justification - this document contains updated policies that Somerset West and Taunton propose to include in the new District –wide Local Plan	Q2 quarter, 2020/21
	Submission (Regulation 22*)	Submission of the District-wide Local Plan to the Secretary of State	Q3 quarter, 2020/21
	Independent examination (Regulation 24*)	Examining the soundness and legal compliance of the submission document	Q1 quarter, 2021/22
	Adoption*	Adoption of the Plan by the Council	Q3 quarter, 2021/22
Review of Taunton Town Centre Area Action Plan (2008)	To be considered as part of District –wide Local Plan Review - see above		
Review of Site Allocations and Development Management Plan (2016)			
Adoption of Statement of Community Involvement (SCI)	Publication & consultation	Consultation on SCI's	Q2 quarter, 2019/20
	Adoption	Review consultation responses and adopt SCI's	Q3 quarter, 2019/20
Authority Monitoring Report (AMR)	n/a	A statutory document monitoring the effectiveness of policies in the adopted Development Plan.	Annually Q3 quarter
Review of Community Infrastructure Levy (CIL)	Publication & consultation	CIL review to be informed by contents of District wide pre-submission Local Plan. Further government reforms on the horizon for 2019. When there is clarity on arrangements detailed timescales for the CIL review will be set out.	TBC
	Independent examination	Examination of the CIL charging schedule	TBC
	Adoption	Take account of any changes recommended by the examiner and adopt	TBC

Supplementary planning documents (SPD)			
Adoption of Taunton Garden Town Plan: Design Guidance	Adoption	Informed by various forms of community consultation, embeds guidance into the statutory Local Plan	Q3 quarter, 2019/20
Affordable Housing SPD	Publication & consultation	Updates & embeds guidance into the statutory Development Plan	Post Adoption of District wide Local Plan
	Adoption	Informed by various forms of consultation, embeds guidance into the statutory Local Plan	TBC

15. A more detailed timetable for plan preparation of each Development Document' is set out in Appendix 1.
16. The final output of the review of will be termed a Somerset West and Taunton District wide Local Plan (2019 to 2040), to align this with matters outlined in paragraph 13 (above) and to take account of changes in national policy and guidance.
17. Within Table 1 the Council has identified a need to deliver various Supplementary Planning Documents (SPDs) – in effect, embedding them into the statutory planning system. The detailed programmes for these will be finalised in due course.
18. As the Minerals and Waste Authority, Somerset County Council is responsible for preparing the Minerals and Waste Development Framework and are required to prepare a separate LDS. This document can be viewed at the County Council's website at: <http://www.somerset.gov.uk/policies-and-plans/policies/minerals-and-waste/>

Ensuring successful delivery

19. The LDF documents will be largely prepared by Council staff in the Strategy functional area. Delivery depends on various factors, including staffing levels in the Council, which may be subject to change during the life of the Local Development Scheme. The costs for plan-making will be met from Council's budgeting process.
20. The leadership provided by the senior management team helps to ensure the timely delivery of the project and the delivery of outputs that reflect the needs of the Council's customers.
21. External consultants may be used for some aspects of the work, to act as a "critical friend" via sustainability appraisal work and for technical / specialist aspects of retail planning. Subject to necessary approvals such additional support

will be brought in as needed.

22. There will also be costs associated with undertaking consultations with stakeholders and the required Examination in Public (EiP). The costs for consultation and EiP will be kept under review and the allocation of funds for these will take place through the Council's annual budgeting process.
23. Officers will also work with a Member Local Plan Steering Group (which consists of a group of nominated Elected Members (Councillors) who assist in the plan making process.
24. In accordance with the Council's Constitution and governance arrangements (see <https://democracy.somersetwestandtaunton.gov.uk/mgCommitteeDetails.aspx?ID=331>), relevant committees make decisions on specific LDF issues at various stages of the plan making process. Recommendations to adopt new Development Plan Documents are made to Full Council.

Risk Assessment

25. In preparing this LDS consideration has been given to potential risks that might impact on the preparation and timely delivery of Development Plan Documents. Whilst it is difficult to anticipate all potential risks it is important that the key ones are identified and consideration is given to how they can be eliminated, mitigated, minimised or accepted (see Table 2).

Table 2: Basic register of risks and opportunities

Risk	Risk rating	Impact	Mitigating measure
Legal Compliance for a new Council: legislation requires that we must adopt a local development document under section 26 of The Local Government (Boundary Changes) Regulations 2018; Which applies to the whole of the Council area within 5 years of the reorganisation date.	Low (Rare(1) x Major (4))	Major: government intervention in the plan making process and loss of local control. The impact from any such action would be significant.	Ensure a district wide local plan is in place that complies with legislation which has been reviewed via an Examination in Public and found to be legally compliant.
Staff: Availability of experienced personnel. Key staff may leave or become unavailable due to long term sickness.	Medium (Possible(3) x Major(4))	Major: slippage in delivery of one or more elements of the LDF.	Identify resource requirements and undertake necessary forward planning. Where resources allow use consultants for key pieces of work eg Sustainability Appraisal.
Competing work priorities: Key staff involved in other work (eg funding bids to central government, neighbourhood planning) which have potential to redirect resource from delivering LDS milestones.	Medium (Possible(3) x Major(4))	Major: slippage in delivery of one or more elements of the LDF.	Carefully prioritise work / undertake necessary forward planning to ensure input into other work areas does not compromise the LDS. Operational Plans and Corporate Strategy reflect importance.
Lack of up to date evidence base: Key policies <u>not</u> being monitored with an Authority Monitoring Report (AMR) and technical studies.	Low (Unlikely (2) x Moderate (3))	Moderate: Lack of a robust evidence base underpinning plan making is likely to result in one or more elements of the LDF being found to be unsound.	Maintain and up to date evidence base and plan this into the early stages of plan preparation. As evidenced in the AMR, ensure all policies and proposals are justified based on the evidence base.
Funding: There may be insufficient funding or resources allocated to the production of LDF documents and/or cost uncertainties associated with Inspector's time and length of Public Inquiries (EIP's).	Medium (Unlikely(2) x Major (4))	Major: slippage in delivery of one or more elements of the LDF.	LDS informs the Council's financial planning with existing reserves in place. Look to deliver better value for money through joint working or undertaking evidence base work in-house.

	Risk rating	Impact	Mitigating measure
<p>Soundness: The Inspector may conclude that one or more elements of a Development Plan Document are 'unsound' at the EIP stage (i.e. the Public Inquiry).</p>	<p>Low (Rare(1) x Major(4))</p>	<p>Major: Non delivery / adoption of one or more elements of the LDF / Development Plan Document.</p>	<p>Ensure robust evidence gathering and close engagement with the Planning Inspectorate (PINS), and key statutory stakeholders (e.g. infrastructure providers) on best practice and case law. Take advantage of any training / support provided via the Planning Advisory Service (PAS) and Royal Town Planning Institute (RTPI). Soundness issues could be addressed either within the plan- making process or by "lifting out" the issue that is making the plan unsound and addressing that separately.</p>
<p>Duty to Co-operate (DtC): insufficient cooperation with/from key partner. Note requirements have been outlined in SCC's latest Statement of Community Involvement in Planning.</p>	<p>Low (Rare(1) x Major(4))</p>	<p>Major: slippage in delivery of one or more elements of the LDF. It is not possible to rectify an issue of DtC at public hearings / EIP stage, so this risk could have a significant impact.</p>	<p>Ensure cross boundary strategic matters are scoped at an early stage and early engagement with adjacent authorities and other key stakeholders is established and maintained. Ensure this is established at both the officer and member levels. Document & maintain audit trail of how this has led to effective policies on strategic matters.</p>
<p>Changes to Legislation: There may be changes to national and international legislation, and/or national policy statements and guidance.</p>	<p>Medium (Possible(3) x Major(4))</p>	<p>Major: may impact on the one or more elements of the LDF. Ultimately, any Development Plan Document will undergo an EiP to assess its legal compliance (as well as soundness).</p>	<p>Regular monitoring of changes to Government legislation and policy. Assess legal compliance (self-assessment test) before submission stage.</p>

Risk	Risk rating	Impact	Mitigating measure
Programme slippage / Internal delays: Slippages in gathering data / assessments for the evidence base.	Low (Possible(3) x Minor(2))	Minor: slippage in delivery of one or more elements of the LDF.	The Councils have sought to minimise risk of slippage by drawing on experience from previous LDS preparation, Ensure that this LDS is realistic in its programme of delivery, taking into account availability of resources, other anticipated commitments and required information from other stakeholders.
Lack of capacity – external statutory bodies in the plan making process: Slippages in gathering data / assessments for the evidence base.	Medium (Possible(3) x Major(4))	Major: slippage in delivery of one or more elements of the LDF. Reduced capacity of the resources of statutory consultees also has potential to impact on their ability to input effectively into the plan making process and satisfy duty to cooperate requirements.	Forward planning to ensure timeline for work is clear. Regular dialogue with consultee's to ensure that consultees are aware of when input will be required. Maintain regular contact with agencies and informal engagement outside of public consultation periods to avoid spikes in workload. .
Legal challenge: Delays to adopting because of High Court challenges.	Low (Rare(1) x Major(4))	Major: slippage in delivery of one or more elements of the LDF. Risk of additional legal costs.	Assess legal compliance (self-assessment test) before submission. Obtain internal legal advice.

Notes:

Council's risk assessment matrix.

The Evidence Base

26. It is critical that Local Development Documents are founded on a robust and proportionate evidence base. These are published on the Council's website and reviewed as necessary to inform plan making in the District. The new district wide Local Plan will be underpinned by a number of important key evidence base documents. Key topics include:
- Economy.
 - Employment Need and Land Availability.
 - Housing Market and Housing Land Availability.
 - Settlement Role and Function.
 - Taunton (Garden town status).
 - Historic Environment.
 - Strategic Flood Risk Assessment / Flood Risk Infrastructure.
 - Transport.
 - Green Infrastructure and Green Space.

Sustainability Appraisal and Strategic Environmental Assessment

27. Where appropriate Local Development Documents are subject to Sustainability Appraisal that meet the requirements of the Strategic Environmental Assessment (SEA) Directive. This is to ensure sustainability is at the heart of planning policy formation, with potential social, economic and environmental implications of policies appraised to ensure sustainability issues are identified early and inform the plan making process.
28. The Sustainability Appraisal is an iterative process that is undertaken throughout the whole period of plan preparation. The appraisal process draws heavily upon the Council's evidence base and the plans and programmes of other organisations.
29. At the start of plan preparation the Council updates its Sustainability Appraisal Scoping Report, which pulls together relevant plans, programmes and data to inform Sustainability Appraisal that policies should be tested against. A Sustainability Appraisal report is then published alongside each consultation stages to demonstrate how different policy approaches perform, with a final report produced when the Local Development Document is published.

Appropriate Assessment

30. A number of sites within or near the District have been given European designations based on their importance to wildlife. To protect the integrity of European sites Local Authorities are likely to be obliged to carry out Appropriate Assessment as part of the planning process under the Habitats Directive. This is needed to ensure the policies in the Local Plan, either alone or in combination with other plans or projects, will not lead to an adverse effect on the integrity of the designated sites. In the first instance a 'screening' stage will need to be undertaken to

determine if the plan is likely to have a significant effect on a European designated site. If necessary this is then followed by an Appropriate Assessment.

Infrastructure Delivery Plan (IDP)

31. The Infrastructure Delivery Plan (IDP) will set out the evidence on current and future infrastructure provision in West Somerset and Taunton. It assesses infrastructure capacity and identifies any necessary improvements required as a result of the planned development within the period up to 2040. The IDP's purpose is to show that the new District wide Local Plan can realistically be delivered and that infrastructure will not prevent development occurring.

End

Appendix 1: Local Development Documents – Detailed Profiles

District wide Local Plan (2019 -2040)	
Scope and content	
Description	<p>Once adopted planning application will be determined in accordance with this Local Plan, unless other material considerations indicate otherwise.</p> <p>Drawing together relevant the adopted planning policies from Taunton Deane BC and West Somerset Council, the new district wide Local Plan will set out the vision and economic, social and environmental objectives to guide and control new development up to 2040.</p> <p>The new district wide Local Plan will plan for the required levels of housing, employment, infrastructure and other forms of development and determine the appropriate distribution of development across the District’s settlements. The new Local Plan will set out clear policies to ensure the objectives of the plan are achieved, including Development Management Policies and if required, allocating strategic sites in sustainable locations.</p>
Status	Development Plan Document
Geographical Coverage	District wide
Council Lead Officer	Head of Strategy
Conformity	NPPF and Planning Practice Guidance
Timetable & Milestones	
Legal Compliance document – to commence Local Plan review	Q1 quarter, 2019/20
Commence work on evidence base and options	Q1 quarter, 2019/20
Publish “Issues” document	Q2 quarter, 2019/20
Plan preparation (Reg 18): Publish an “Options” style document	Q3 quarter, 2019/20
Publication and consultation on proposed submission DPD (Reg 19) Informed by above issues and options consultation, an updated evidence base and supported by reasoned justification. This document contains updated policies that Somerset West and Taunton propose to include in the new District –wide Local Plan.	Q2 quarter, 2020/21
Submission to Secretary of State (Reg 22) Submission of the District-wide Local Plan to the Secretary of State	Q3 quarter, 2020/21

Examination Hearings Period (Reg 24) Examining the soundness and legal compliance of the submission document	Q1 quarter, 2021/22
Adoption and publication of the Plan by the Council	Q3 quarter, 2021/22
Arrangements for Production	
Resources and management arrangements	Prepared by the Strategy functional area in conjunction with other Council services, statutory consultees and consultant expertise. Members steer provided by a new Member Local Plan Steering Group with key stages agreed at, Executive and Full Council.
Joint working	Joint working with adjacent Local Authorities key on evidence base work (e.g. SHMA, Infrastructure Delivery). Strategic planning issues addressed as part of duty to cooperate.
Community and stakeholder involvement	In accordance with the Town and Country Planning (Local Planning) (England) Regulation 2012 and the Council's SCI.
Post-Production	
The implementation of policies of the Local Plan will be monitored as part of the Authorities Monitoring Report (AMR).	

Authorities Monitoring Report (AMR)	
Scope and content	
Description	Assesses the implementation of the LDS and the extent to which the policies in the Development Plan documents are being achieved.
Status	Statutory but <u>not</u> a Development Plan Document.
Geographical Coverage	District wide
Council Lead Officer	Head of Strategy
Conformity	Must conform with Section 35 of the Planning and Compulsory Purchase Act 2004 as amended by Section 113 of the Localism Act 2011.
Timetable & Milestones	
Annual December publication (ie Q3 quarter)	

Arrangements for Production	
Resources and management arrangements	Prepared by the Strategy functional area in conjunction with other Council services, statutory consultees and consultant expertise. Members steer provided by a new Member Local Plan Steering Group with sign-off at Executive.
Joint working	None.
Community and stakeholder involvement	None.
Post-Production	
Ongoing monitoring of planning applications in annual topic reports (eg Housing, Employment) which feed into the AMR.	

Review of Community Infrastructure Levy (CIL)	
Scope and content	
Description	Taunton Deane BC adopted its Community Infrastructure Levy (CIL) and its charging schedule in 2014. CIL is a levy on new development to fund the timely delivery of infrastructure needed to support development. It is therefore important to the delivery of planned growth in the District.
Status	Local Development Document
Geographical Coverage	District wide
Council Lead Officer	Head of Strategy
Conformity	Local Plan, Infrastructure Delivery Strategy, NPPF, Practice Guidance
Timetable & Milestones	
<p>Following on from the recommendations of the Independent CIL Review Panel and the Autumn Budget 2017, announcements in March 2018, the Government consulted on a series of reforms to the existing system of development contributions. A response is awaited on further consultation on CIL draft regulations that focused on technical implementation of the reforms outlined by the government. Further simplification of this process is just one of the potential reforms on the horizon for 2019.</p> <p>The Council intend to review CIL charging rates following conclusion of Government reforms to developer contributions</p>	
Publication and Consultation	after Q3 quarter, 2020/21
Independent Examination	To be advised
Adoption	To be advised
Arrangements for Production	
Resources and management arrangements	Prepared by the Strategy functional area in conjunction with other Council services, statutory consultees and consultant expertise. Members steer provided by a new Member Local Plan Steering Group with key stages agreed at Executive and Full Council. Emerging charging schedule will be based on development proposals in Local Plan, updated viability assessments and Infrastructure Delivery Strategy.

Joint working	Joint working with adjacent Local Authorities key on evidence base work (e.g. SHMA, Infrastructure Delivery). Strategic planning issues addressed as part of duty to cooperate.
Community and stakeholder involvement	In accordance with the CIL Regulations 2010 (as amended) or any further changes that result of reforms to developer contributions.
Post-Production	
Somerset West and Taunton as both charging and collecting authority will issue liability notices. Reporting of the levy raised and what it is to be spent on will be monitored.	

Affordable Housing Supplementary Planning Document (SPD)	
Scope and content	
Description	<p>Taunton Deane BC adopted its affordable Housing SPD in May 2014 (See https://www.somersetwestandtaunton.gov.uk/media/1164/affordable-housing-2014.pdf) The Council intends to review this SPD after the adoption of the district wide Local Plan.</p> <p>The purpose of the proposed SPD is to provide greater detail on housing policies in the adopted district wide Local Plan. The guidance within the SPD is intended to be used in decision making relating to planning applications that include residential development, where an affordable housing contribution is to be sought. It also updates & embeds current adopted guidance into the statutory Development Plan.</p>
Status	Development Plan Document
Geographical Coverage	Site specific: District wide
Council Lead Officer	Head of Strategy
Conformity	NPPF and Planning Practice Guidance
Timetable & Milestones	
Publication and consultation	Post Adoption of District wide Local Plan
Adoption and publication of the Plan by the Council	To be advised
Arrangements for Production	
Resources and management arrangements	Prepared by the Strategy functional area in conjunction with other Council services, statutory consultees and consultant expertise. Members steer provided by a new Member Local Plan Steering Group with key stages agreed at Executive.
Joint working	Joint working with “Registered housing providers”. Further details available at: https://www.somersetwestandtaunton.gov.uk/housing/council-and-social-housing/registered-housing-providers/
Community and stakeholder involvement	In accordance with the Town and Country Planning (Local Planning) (England) Regulation 2012 and the Council’s SCI.
Post-Production	
The implementation of policies of the Local Plan will be monitored as part of the Authorities Monitoring Report (AMR).	

Table 3: Summary: LDF Timeline and Key Milestones

	2019/2020				2020/21				2021/2022			
	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4
District Wide LP		Legal & Issues	Options			Publication	Submission		EIP		Adopt	
SCI		Publish	Adopt									
CIL							Publish (TBC)					
Taunton Garden Town Plan: Design Guidance			Adopt									
Affordable Housing SPD												Publish (TBC)
AMR												

Appendix 2: Current Development Plan for Somerset West and Taunton:

As at (insert approval date) the Development Plan for Somerset West and Taunton consists of the following documents:

Taunton Deane BC

- Relevant remaining saved policies of the Taunton Deane Local Plan (2004).
- The Town Centre Area Action Plan (Adopted 2008).
- Taunton Deane Core Strategy (Adopted 2012).
- Site Allocations and Development Management Plan (Adopted 2016).
- The relevant adopted Neighbourhood Plan.
- Somerset Minerals Local Plan (adopted February 2015).
- Somerset Waste Core Strategy (adopted February 2013).

West Somerset

- Relevant remaining saved policies of the West Somerset Local Plan (2006).
- West Somerset Local Plan (Adopted 2016).
- The relevant adopted Neighbourhood Plan.
- Somerset Minerals Local Plan (adopted February 2015).
- Somerset Waste Core Strategy (adopted February 2013).

Neighbourhood Planning and Neighbourhood Plans:

Following the Localism Act a number of Parish Councils have progressed Neighbourhood Plans for their area. When adopted these identify the key priorities for the community and where homes, commercial premises and other development should be built. When adopted the Neighbourhood Plan also becomes part of the Development Plan.

To date a number of communities have embarked on preparing plans, with four now adopted:

- Bishops Lydeard and Cothelstone NDP adopted 12th July 2016.
- Trull & Staplehay NDP adopted 11th July 2017.
- West Monkton & Cheddon Fitzpaine NDP adopted 23rd April 2018.
- Stogumber NDP adopted 23rd November 2017.

A number of other Neighbourhood Plans are currently being developed and will therefore require close collaboration between the District and qualifying body on key issues to ensure plans are complementary. The Council will have a key role in guiding Neighbourhood Plans through the examination and referendum process.

For further information on these and other neighbourhood plans being prepared visit (<https://www.somersetwestandtaunton.gov.uk/planning-policy/neighbourhood-planning/>)

SPD: Supplementary Planning Documents build upon the policies and proposals contained within DPD's, providing additional detail and guidance. They are a material consideration in deciding applications for planning permission, but do not themselves have Development Plan

status. They can be used to provide further guidance or detailed advice on policies in the Local Plan. They are not tested through independent examination but they will be subject to community involvement during preparation.

The currently adopted SPDs are:

- Taunton Town Centre Planning Obligations SPD (2008).
- Taunton Town Centre Design Code SPD (2008).
- The Affordable Housing SPD (2014).
- Jurston Farm Development Brief SPD (2014).

The above documents are available on Council website at:

<https://www.somersetwestandtaunton.gov.uk/planning-policy/adopted-local-plans/taunton-town-centre-area-action-plan/>

End

Draft Somerset Equality Impact Assessment: New district wide Local Plan

Before completing this EIA please ensure you have read the EIA guidance notes – available from your Equality Officer

Organisation prepared for	Somerset West & Taunton		
Version	1	Date Completed	15 th May 2019

Description of what is being impact assessed

As outlined in the xxx Report, Somerset West and Taunton has a statutory duty to produce a new district wide Local Plan.

The current adopted Local Plans by Taunton Deane BC and West Somerset Council are somewhat dated. They conformed to government advice at that time they were adopted. They are available at : <https://www.somersetwestandtaunton.gov.uk/planning-policy/adopted-local-plans/>

A local plan sets out local planning policies and identifies how land is used, determining what will be built where. As the new district wide local plan progresses through the various statutory stages, the impacts to be assessed are those from the policies proposed within in the new district wide Local Plan. In due course this is likely to involve considering the implications of both strategic planning policies (eg those which aim to secure a significant proportion of affordable housing) and development management policies (eg those associated with the design).

Within the “Customer” function, those within development management and enforcement are responsible for implementing the policies of the Local Plan. For example, when determining planning proposals from developers. Where the Local Plan contains relevant policies, applications for planning permission should be determined in line with the plan, unless material considerations indicate otherwise.

Evidence

What data/information have you used to assess how this policy/service might impact on protected groups? Sources such as the [Office of National Statistics](#), [Somerset Intelligence Partnership](#), [Somerset's Joint Strategic Needs Analysis \(JSNA\)](#), Staff and/ or [area profiles](#), should be detailed here

A Local Plan must demonstrate it is based on a sound evidence and further Impact Assessments will be prepared in due course as part of the plan making process.

The evidence base associated with adopted local has been collected and developed since 2006. It includes: Equalities Information Reports and Annual Monitoring Reports and "Spatial Portraits" which include specific equalities data such as age, race and gender. It also includes Individual Evidence Base Documents such as Gypsy & Traveller Accommodation Assessments, Strategic Housing Market Assessments, Previous Engagement and Consultation also contain information relating to protected characteristics. The documents which form the evidence base can be found within the related pages to the various adopted local plans on the Councils web site at: <https://www.somersetwestandtaunton.gov.uk/planning-policy/adopted-local-plans/>

As the new local plan progresses through the various statutory stages, new data will be collected by the Council, its stakeholder and partner organisations to identify and monitor equality issues. The Council will also look to other local authorities EIA's to understand how they have identified and addressed Equality.

Who have you consulted with to assess possible impact on protected groups? If you have not consulted other people, please explain why?

The Strategy team within Somerset West and Taunton are responsible for drafting, adopting and monitoring new local planning policy. This process requires approval from Full Council informed by recommendations from **xx**

All geographic areas of Somerset West and Taunton could potentially be affected because the new district wide Local Plan covers the whole of the district. However, some areas / parishes / businesses / residents / protected groups / environments have more potential for being affected. For example, communities abutting land allocated for residential development.

The new district wide Local Plan will have to include a revised “Spatial Portrait” that details demographic information relevant to the new district in relation to protected characteristics such as age, sex, disability, race and religion. As explained in **xx** Report, the Council also has legal duty to prepare a Statement of Community Involvement (SCI). This sets out how Somerset West and Taunton will involve the community; stakeholders and protected groups in the preparation, alteration and review of local planning policy and the consideration of planning applications within the Local Planning Authority area.

At this stage of the local plan process, no groups have been consulted on this EIA. Consulting on the draft contents of the SCI is being seen as mechanism to help the Council understand what communities actually want. It also keeps stakeholders, our communities and protected groups informed that a review of adopted local plan policies has commenced.

In due course extensive consultation on the Local Plan will take place at each stage of the plan making process. AS required by the law, the economic, environmental, and social effects of a plan from the outset of the plan preparation process will be set out in Sustainability Appraisal (SA) and the Habitats Regulations Assessments (HRA).

It should be noted that the Local Plan will assume that other regulatory authorities will regulate matters within their control effectively. For example, as the Minerals and Waste Authority for Somerset (excluding Exmoor National Park), Somerset County Council will prepare Minerals and Waste Local Plans.

Analysis of impact on protected groups

The Public Sector Equality Duty requires us to eliminate discrimination, advance equality of opportunity and foster good relations with protected groups. Consider how this policy/service will achieve these aims. In the table below, using the evidence outlined above and your own understanding, detail what considerations and potential impacts against each of the three aims of the Public Sector Equality Duty. Based on this information, make an assessment of the likely outcome, before you have implemented any mitigation.

Protected group	Summary of impact	Negative outcome	Neutral outcome	Positive outcome
Age	<ul style="list-style-type: none"> • None at this stage of the process. • Previously adopted Local Plans contained measures which improve access to facilities such as schools/hospitals/shops by 	□	⊗	□

	<p>other than the private car. The planning policies also have a focus on placing development in the most sustainable places which benefits all sectors of the community (especially the young and elderly). These Plans also seek education provision, ensuring that the young in society have access to schools. Furthermore, they mention green space and recreation which benefits all in society but particularly the young and reduces health inequalities.</p>			
Disability	<ul style="list-style-type: none"> • None at this stage of the process. • Previously adopted Local Plans have made provision for elderly members of the population. eg Sheltered Housing and there are policy references to Building for Life and Lifetime Homes criteria. 	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Gender reassignment	<ul style="list-style-type: none"> • None at this stage of the process. • No specific reference or mention in previously adopted Local Plans. 	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Marriage and civil partnership	<ul style="list-style-type: none"> • None at this stage of the process. • No specific reference or mention in previously adopted Local Plans. 	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Pregnancy and maternity	<ul style="list-style-type: none"> • None at this stage of the process. • No specific reference or mention in previously adopted Local Plans. 	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Race and ethnicity	<ul style="list-style-type: none"> • None at this stage of the process. • Previously adopted Local Plans have included policies regarding Gypsy and Travellers eg provision for new residential and transit pitches. 	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

Religion or belief	<ul style="list-style-type: none"> None at this stage of the process. Previously adopted Local Plans have included reference to such provision within District and Local Centres as part of wider community facility provision. 	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Sex	<ul style="list-style-type: none"> None at this stage of the process. No specific reference or mention in previously adopted Local Plans. 	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Sexual orientation	<ul style="list-style-type: none"> None at this stage of the process. No specific reference or mention in previously adopted Local Plans. 	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Other, e.g. carers, veterans, homeless, low income, rurality/isolation, etc.	<ul style="list-style-type: none"> None at this stage of the process. Previously adopted Local Plans contain rural exception policies to address those in housing need in rural areas. The Council supports the Somerset Armed Forces Covenant to ensure veterans are treated fairly and not disadvantaged See https://www.somersetwestandtaunton.gov.uk/community-and-living/armed-forces-covenant/ 	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Negative outcomes action plan				
Where you have ascertained that there will potentially be negative outcomes, you are required to mitigate the impact of these. Please detail below the actions that you intend to take.				
Action taken/to be taken	Date	Person responsible	How will it be monitored?	Action complete
Initial EIA to be reviewed by Corporate Equalities Officer	07/06/2019	?	?	<input type="checkbox"/>
Informed by responses on the draft Statement of Community Involvement (SCI): produce a revised "Spatial Portrait" that details the baseline demographic information relevant to the new district in relation to protected	31/12/2019			<input type="checkbox"/>

characteristics such as age, sex, disability, race and religion.				
	Select date			<input type="checkbox"/>
	Select date			<input type="checkbox"/>
	Select date			<input type="checkbox"/>
If negative impacts remain, please provide an explanation below.				
None at this stage of the process.				
Completed by:	Paul Browning			
Date	15 th May 2019			
Signed off by:	Nick Bryant			
Date				
Equality Lead/Manager sign off date:				
To be reviewed by: (officer name)	Paul Browning			
Review date:	Prior to publication of an "Options" style document (Regulation 18) in Q3 of 2019/20.			

End

Somerset West and Taunton Council

SWT Executive – 18th June 2019

District wide Local Plan: New Member Steering Group - Nominations

This matter is the responsibility of Executive Councillor Mike Rigby

Report Author: Paul Browning: Strategy Specialist

1 Executive Summary / Purpose of the Report

- 1.1 Having commenced the review of the district wide Local Plan, this report seeks to establish a Member Steering Group to support the review process.
- 1.2 To this end, the Portfolio Holder for Planning and Transport and the Chair of Executive are invited to nominate 8 Members to sit on the new Local Plan Member Steering Group. This cross party Member group is to run alongside an officer group (ie the Strategy team), thereby providing suitable governance for the review process.

2 Recommendations

- 2.1 With regard to the production of the Review of the District wide Local Plan, **Executive** resolves to set up:
 - A crossing working party is set up to support the Review Local Plan.
 - 8 Members are nominated to sit on the new Local Plan Member Steering Group.
- 2.2 The Portfolio Holder for Planning and Transport and/or Chair will give a verbal update at the meeting on the nominations to the new Member Steering Group.
- 2.3 The Member LDF Steering Group will run until the District wide Local Plan is adopted by the Council and will meet on average on a quarterly basis. The draft terms of reference are enclosed as Appendix 1.

3 Risk Assessment (if appropriate)

- 3.1 The potential risks that might impact on the preparation and timely delivery of the Local Plan and other Development Plan documents are set out the “Risk Assessment section of the Local Development Scheme.

4 Background and Full details of the Report

- 4.1 The reasons for the Review of the Local Plan are set out within the report accompanying the Local Development Scheme. The Review is currently

about updating our local plan policies to reflect current the latest position and government advice.

- 4.2 The nature of various aspects of planning policy means that members have in the past been actively involved in the local plan process. For example, members will recall that adopted planning policies for Taunton Deane Borough Council and West Somerset Council were informed by regular meetings of a LDF Steering Group and the West Somerset Local Development Panel.
- 4.3 Accordingly, with regard to the Review, Appendix 1 highlights the importance of effective, sustained engagement between Council Officers and Members. Thus, this report gives authority to establish a Member Steering Group to support the review process. The draft terms of reference for this member group are enclosed as Appendix 1.
- 4.4 This Member group is to run alongside an officer group (ie the Strategy team), thereby providing suitable governance.
- 4.5 The timetable for the review is outlined in the latest Local Development Scheme. The aim is to publish:
- Publication of an “Issues” document (Regulation 18) document in Q2 quarter of financial year 2019/20 and consider responses.
 - Publication of an “Options” style document (Regulation 18) in Q3 of 2019/20.
 - Publication (Regulation 19) in Q2 of 2020/21.
 - Submission Plan (Regulation 22) to Secretary of State in Q3 of 2020/21.
 - Examination (Regulation 24) ie Public Inquiry with appointed Inspector- Q1 of 2021/22.
 - Adoption Inspector’s Report, approval at Full Council in Q3 of 2021/22.
- 4.6 In addition to attending meetings with the aforementioned Steering Group, Member engagement on the Local Plan Review is anticipated to include:
- Other topic-focused meetings - such as workshops attended by Council Members and other stakeholders;
 - Member Information sheets linked with the Council’s evidence base underpinning the Review of the district wide Local Plan;
 - One to one briefings of Members including, but not limited to, relevant Portfolio Holder ; and
 - Member training events and site visits.

5 Links to Corporate Aims / Priorities

- 5.1 Officers are in the process of preparing a new Corporate Strategy to replace those previously prepared for Taunton Deane and West Somerset. The Local Plan is an important document which will help articulate and translate the Council’s emerging strategic objectives into planning policy.

6 Finance / Resource Implications

- 6.1 There is an agreed budget and reserves to support the delivery of the Local Plan process.
- 6.2 The Portfolio Holder for Planning and Transport and the Head of Strategy has reviewed and approved this report with no issues arising. Minor changes to the text were suggested and incorporated.

7 Legal Implications (if any)

- 7.1 The Council's Constitution describes how Somerset West and Taunton will discharge its responsibilities, including responsibilities for the preparation and adoption of the Local Plan, which must be considered and endorsed by Full Council, prior to adoption.

8 Environmental Impact Implications (if any)

- 8.1 None at this stage. . In order to comply with the legislations that govern the local plan process, a Strategic Environmental Assessment and Sustainability Appraisal will be prepared and consulted upon at key points throughout the plan making process.

9 Safeguarding and/or Community Safety Implications (if any)

- 9.1 None at this stage.

10 Equality and Diversity Implications (if any)

- 10.1 None at this stage. In order to comply with the public sector equality duty: an Impact Assessments (IA) accompanies this series of reports and agenda items on the Local Plan. Further Impact Assessments will be prepared in due course as part of the plan making process. Further, details of the process are also available from:

<https://www.somersetwestandtaunton.gov.uk/your-council/equality-and-diversity/>

11 Social Value Implications (if any)

- 11.1 None at this stage.

12 Partnership Implications (if any)

- 12.1 The recommendations outlined above seek to ensure that Members continue to play an active and important role in considering in the review of the District wide Local Plan, helping to deliver a sound Plan that embeds the Council's policies and priorities' and takes account of community interests.

13 Health and Wellbeing Implications (if any)

13.1 None at this stage.

14 Asset Management Implications (if any)

14.1 None at this stage.

15 Data Protection Implications (if any)

15.1 None at this stage.

16 Consultation Implications (if any)

16.1 None at this stage.

17 Scrutiny Comments / Recommendation(s) (if any)

17.1 A verbal update will be given to Executive.

Democratic Path:

- ~~Scrutiny / Corporate Governance or Audit Committees – Yes / No~~ (delete as appropriate)
- ~~Cabinet/Executive – Yes / No~~ (delete as appropriate)
- ~~Full Council – Yes / No~~ (delete as appropriate)

Reporting Frequency: Once only Ad-hoc Quarterly
 Twice-yearly Annually

List of Appendices (delete if not applicable)

Appendix 1	Member Steering Group. Draft Terms of Reference.
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Note: For sight of individual background papers and more information on the supporting evidence base please contact the report author.

Contact Officers

Name	Paul Browning: Strategy Specialist
Direct Dial	01984 600614
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Appendix 1: Local Plan Member Steering Group

Draft Terms of Reference.

Drafted May 2019

1 Introduction

1.1 Somerset West and Taunton has statutory responsibility to prepare a Local Plan which must be up-to-date and fit for purpose. Planning Policy Guidance advises updating such Plans in whole or part at least every 5 years.

1.2 The Taunton Deane Core Strategy was adopted in 2012. The West Somerset Local Plan was adopted in 2016. Thus there is now a pressing need to start the process of reviewing both documents and combining them into one Strategy given this process is likely to take 3 to 4 years to complete.

1.3 Member input in planning policy development is essential, offering an opportunity for officers to relay technical information that will inform the decision making process and ensure that adequate oversight is in place to steer development of robust planning policy.

2 Purpose & Key Tasks

2.1 The Steering Group's key function is to contribute to the production of planning policy documents which form part of the Local Development Framework. Over the period to 2021/22, the primary focus of Steering Group's work will be on the new District wide Local Plan which involves reviewing and updating the following related planning policies:

Taunton Deane BC

- Relevant remaining saved policies of the Taunton Deane Local Plan (2004).
- The Town Centre Area Action Plan (Adopted 2008).
- Taunton Deane Core Strategy (Adopted 2012).
- Site Allocations and Development Management Plan (Adopted 2016).

West Somerset (excluding Exmoor National Park)

- Relevant remaining saved policies of the West Somerset Local Plan (2006).
- West Somerset Local Plan (Adopted 2016).

2.3 The broad timetable of work and specific outcomes is detailed within the Council's latest Local Development Scheme (LDS). The role of the Steering Group is to act as a sounding board for policies and proposals as they are drafted and to advise when they consider issues should be reported to Portfolio Holder for Planning and Transport.

2.4 Once adopted, the new district wide Local Plan will form part of the “development plan” and it is the duty of the planning authority to determine planning applications in accordance with the development plan unless material considerations indicate otherwise. Such policies are essential to the Council achieving its aims, such as those within the Council’s Corporate Strategy and plans for boosting our local economy alongside better infrastructure for Somerset.

2.5 Given the potentially contentious nature of housing and employment related development, it is important that Members are kept fully informed of developing policies and proposals.

2.6 In addition to attending meetings with the aforementioned Steering Group, Member engagement on the Review is anticipated to include:

- Other topic-focused meetings - such as workshops attended by Council Members and other stakeholders;
- Member Information sheets linked with the Council’s local plan evidence base; the AMR (Authorities Monitoring Report); infrastructure planning and CIL (Community Infrastructure Levy), which underpin the Review of the district wide Local Plan;
- One to one briefings of Members including, but not limited to, relevant Portfolio Holders; and
- Member training events and site visits.

3 Timescales

3.1 The Council has a statutory duty to prepare such Local Plans under the: Planning Act 2004 (as amended) by the Localism Act 2011; and the Town and Country Planning (Local Planning) (England) Regulations 2012. Furthermore, in accordance the Local Government (Boundary Changes) Regulations 2018, we must adopt a local development document under section 23 of the 2004 Act to apply to the whole of the Council area within a period of 5 years starting with the reorganisation date.

3.2 The broad timetable of work and specific outcomes is detailed within the Council’s latest Local Development Scheme (LDS). The LDS establishes the priority to review adopted planning policies and adopt a revised Local Plan by 2021/22.

3.3 Delivery of the work programme summarised in LDS is the subject of regular monitoring and review to ensure that the strategy team priorities are still appropriate taking into account any change(s) in: local circumstances and national and regional legislation and policy. Any issues with and associated alterations to the adopted LDS are reported to the Local Plan Member Steering Group prior to any recommendations to change the LDS are considered by the Council.

4 Monitoring Progress

4.1 Regular updates in the form of short written highlight reports will be provided for Local Plan Member Steering Group.

5 Membership, Chairing and Administration

5.1 The membership of the LDF Steering group should comprise of 8 members. The members of the Steering Group can be selected from any non-executive Member of the Council and must be agreed by Executive committee.

5.2 The nature of various aspects of this planning policy work means that those selected will have the necessary skills and experience and have in the past been actively involved in this process. Member input is essential, offering an opportunity for officers to relay technical information that will inform the decision making process and ensure that adequate oversight is in place to steer the development of robust planning policy.

5.3 Where possible the membership of the Local Plan Steering Group should reflect the political balance of the Council.

5.4 One of the Members needs to be nominated and endorsed by the remaining members to act as Chair for the Steering Group. Duties of the Chair include chairing the meeting, consensus gathering of members and (if appropriate) briefing the Portfolio Holder for Planning and Transport.

5.5 Unless agreed with the Chair, Members of the Group shall not be entitled to send nominated representatives acting in their absence.

5.6 Unless agreed with the Chair, the venue for Steering Group meeting shall be in rotation between Deane House (Taunton) and West Somerset House (Williton).

5.7 The aim is that the Steering Group usually meets every quarter as a minimum. Meetings are always booked for approximately 2 hours, but usually aim for around an hour's worth of information (plus question time). This format, together with a Forward Plan and short informative papers and power point presentations distributed before the meeting has in the past been an effective way of working.

6 Limitations of the Local Plan Steering Group

6.1 The Steering Group shall act as an advisory and coordinating group. It has to adhere to the Council's governance and constitutional arrangements. For example, declaring member interest.

6.2 Members shall be free to respond to consultation documents in their own right as well to participate in any coordinated Group response.

6.3 The Steering Group cannot direct the actions of any member representative, although it is anticipated that the groups' advice shall be thoroughly considered.

6 Invited Representations

6.1 The Portfolio Holder for Planning and Transport is invited to attend each meeting of the Local Plan Steering Group.

6.2 Other individuals / officers from the Council and/ or stakeholders may be invited from time to time for specific issues on a one off basis. (For example, the Housing Development & Enabling Manager to discuss affordable).

6.3 In all cases invited representatives may be excluded from certain items on the agenda for confidential or commercially sensitive reasons. Such exclusion, if in dispute, is at the sole discretion of the Chair.

End

Somerset West and Taunton Council

SWT Executive – 18th June 2019

Statement of Community Involvement (SCI): Draft for Consultation

This matter is the responsibility of Executive Councillor Mike Rigby

Report Author: Paul Browning: Strategy Specialist

1 Executive Summary / Purpose of the Report

- 1.1 The Statement of Community Involvement (SCI) sets out how Somerset West and Taunton will involve our community and stakeholders in the preparation, alteration and review of local planning policy and the consideration of planning applications within the Local Planning Authority area.
- 1.2 The Council also has legal duty to prepare an SCI under section 18 (Part 1) of the Planning and Compulsory Purchase Act 2004.
- 1.3 This is our first SCI for the new Council and has been prepared to take account of changes to planning policy nationally, as well as learning from elements of the former SCI's for Taunton Deane BC and West Somerset Council respectively.

2 Recommendations

- 2.1 With regard to the production of the Statement of Community Involvement (SCI), **Executive resolves to:**
 - Approve the contents of the draft SCI document (enclosed as Appendix 1); and
 - in consultation with the Portfolio Holder for Planning and Transport delegate authority is given to the Head of Strategy and the Principal Planner Specialist to agree any necessary final amendments prior to its publication for consultation.

3 Risk Assessment (if appropriate)

- 3.1 The potential risks that might impact on the preparation and timely delivery of the Local Plan and other Development Plan documents are set out the "Risk Assessment section of the Local Development Scheme.

4 Background and Full details of the Report

- 4.1 We are required under various pieces of legislation (such as the Planning and Compulsory Purchase Act 2004 (as amended) (the Act)) to prepare a Statement of Community Involvement (SCI).
- 4.2 This is our first SCI (enclosed as Appendix 1). However, its contents are based upon the SCI's that were adopted by the former Taunton Deane BC and West Somerset Council in 2014.
- 4.3 Planning Practice Guidance (paragraph: 035 Reference ID: 61-035-20190315) states that there is no requirement for local planning authorities to consult when reviewing and updating their Statement of Community Involvement.
- 4.4 Consulting on the draft contents of the SCI is being seen by this Council as a mechanism to help the Council understand what communities actually want. It also keeps stakeholders and our communities informed that a review of adopted local plan policies has commenced.
- 4.5 The SCI will be used by the Council to guide the approach to the consultation undertaken in the preparation of its local plan documents. In line with current legislation, the SCI specifies the organisations which must be consulted on local plan matters.
- 4.6 In addition to meeting its statutory obligations, the Council is committed to ensuring that local groups, organisations and individuals are provided with the opportunity to be involved in the preparation of local development documents. As set out in the draft SCI, a variety of methods will be used at various stages of the planning process to enable community involvement in the preparation of local plans.
- 4.7 The Planning System requires the Council to determine planning applications for changes of use of land and buildings. The Council determines a range of applications (eg household extensions, listed buildings, changes of use, advertisements, major housing and business proposals).
- 4.8 The SCI thus sets out:
- The standards that the Council expects applicants to follow when making an application for planning permission.
 - How the Council will process planning applications and notify and consult the local community and stakeholders about development proposals; and
 - How the Council will consider and determine planning applications within the Local Planning Authority area.
- 4.9 As set out in the draft SCI, Somerset West and Taunton is also responsible for certain regulatory stages of the Neighbourhood Plan and Neighbourhood Development Order process.
- 4.10 These Documents, when successfully completed, form part of the Statutory Development Plan for the area and are used to determine planning applications.
- 4.11 Whilst the Neighbourhood Planning Regulations set out who must be consulted at which stage, the SCI sets out the Council's expectations for all parties at the various stages of the regulatory process.

5 Links to Corporate Aims / Priorities

- 5.1 Officers are in the process of preparing a new Corporate Strategy to replace those previously prepared for Taunton Deane and West Somerset. The Local Plan is an important document which will help articulate and translate the Council's emerging strategic objectives into planning policy.

6 Finance / Resource Implications

- 6.1 There is an agreed budget and reserves to support the delivery of the Local Plan process.
- 6.2 The Portfolio Holder for Planning and Transport and the Head of Strategy has reviewed and approved this report with no issues arising. Minor changes to the text were suggested and incorporated.

7 Legal Implications (if any)

- 7.1 The Council's Constitution describes how Somerset West and Taunton will discharge its responsibilities, including responsibilities for the preparation and adoption of the Local Plan, which must be considered and endorsed by Full Council, prior to adoption.

8 Environmental Impact Implications (if any)

- 8.1 None at this stage. In order to comply with the legislations that govern the local plan process, a Strategic Environmental Assessment and Sustainability Appraisal will be prepared and consulted upon at key points throughout the plan making process.

9 Safeguarding and/or Community Safety Implications (if any)

- 9.1 None at this stage.

10 Equality and Diversity Implications (if any)

- 10.1 None at this stage. In order to comply with the public sector equality duty: an Impact Assessments (IA) accompanies this series of reports and agenda items on the Local Plan. Further Impact Assessments will be prepared in due course as part of the plan making process. Further, details of the process are also available from:

<https://www.somersetwestandtaunton.gov.uk/your-council/equality-and-diversity/>

11 Social Value Implications (if any)

- 11.1 None at this stage.

12 Partnership Implications (if any)

12.1 The draft SCI is in accordance with the Council's Constitution which describes how Somerset West and Taunton will discharge its responsibilities with regard to joint arrangements and partnerships.

13 Health and Wellbeing Implications (if any)

13.1 None at this stage.

14 Asset Management Implications (if any)

14.1 None at this stage.

15 Data Protection Implications (if any)

15.1 None at this stage.

16 Consultation Implications (if any)

16.1 None at this stage.

17 Scrutiny Comments / Recommendation(s) (if any)

17.1 A verbal update will be given to Executive.

Democratic Path:

- **Scrutiny / ~~Corporate Governance or Audit Committees~~ – Yes / No** (delete as appropriate)
- **~~Cabinet/Executive~~ – Yes / ~~No~~** (delete as appropriate)
- **Full Council – ~~Yes~~ / No** (delete as appropriate)

Reporting Frequency: Once only Ad-hoc Quarterly
 Twice-yearly Annually

List of Appendices

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Background papers (links)

All documents relating to adopted Local Plans for Taunton Deane BC and West Somerset Council can be accessed via the following link:

<https://www.somersetwestandtaunton.gov.uk/planning-policy/adopted-local-plans/>

Town and Country Planning Act (1990) can be viewed at:
<https://www.legislation.gov.uk/ukpga/1990/8/contents>

Planning and Compulsory Purchase Act 2004 (as amended) (the Act)
<http://www.legislation.gov.uk/ukpga/2004/5/contents>

Planning Act 2008 as amended by the Localism Act 2011.can be viewed at:
<http://www.legislation.gov.uk/ukpga/2008/29/contents>
and
<http://www.legislation.gov.uk/ukpga/2011/20/contents/enacted>

Town & Country Planning (Development Management Procedure) (England) Order (2010) can be viewed at:
<http://www.legislation.gov.uk/uksi/2010/2184/contents/made>

Town and Country Planning (Local Planning) (England) Regulations 2012
<http://www.legislation.gov.uk/uksi/2012/767/regulation/18/made>

The Neighbourhood Planning Regulations (2012) (as amended)
<http://www.legislation.gov.uk/uksi/2012/637/contents/made>

National online planning practice guidance can be viewed on the government web site at:
<http://planningguidance.planningportal.gov.uk/>

Note: For sight of individual background papers and more information on the supporting evidence base please contact the report author.

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Appendix 1: Statement of Community Involvement (SCI): Draft for Consultation

Somerset West and Taunton

SOMERSET WEST AND TAUNTON: STATEMENT OF COMMUNITY INVOLVEMENT

Draft for Consultation June 2019

Insert Front Cover / Insert pictures and text

This document has been prepared by Somerset West and Taunton.

© Somerset West and Taunton

Photographs show:

Insert details

Copies of this SCI are available from: Somerset West and Taunton
The Strategy Team, Deane House, Taunton, TA1 1HE

Tel: insert

Email: strategy@somersetwestandtaunton.gov.uk

For further details about the Local Development Scheme and the timetable for the production of our New District wide Local Plan: to view and download this and other documents, please visit our website.

<https://www.somersetwestandtaunton.gov.uk/planning-policy/local-development-scheme/>

Accessibility: this document is also available in Braille, large print, on tape and on disc and we can translate it into different languages. We can provide a member of staff to discuss the details. (confirm / insert appropriate equalities logos / text)

Document control record

Name of Document: Statement of Community Involvement
Author: Somerset West and Taunton
Description of content: Sets out how *Somerset West and Taunton* will involve the community and stakeholders in the preparation, alteration and review of local planning policy and the consideration of planning applications within the Local Planning Authority area
Author: Paul Browning
Approved by: Nick Bryant
Head of Strategy
Date of approval: insert 2019

Version	Date	Comments
1	16 th April 2019	New SCI (Track changes version) Based upon content of WSC SCI (2014) (1 st Draft)
2	16 th April 2019	Track changes (accepted), new neighbourhood planning appendix, factual updates.
3	18 th April 2019	Track changes accepted
4	30 th April 2019	GT comments, further suggested changes
5	10 th May 2019	Track Changes accepted.
6	31 st May 2019	Track changes. Suggested changes from internal consultees and Executive Member for Planning & Transport

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What is a Statement of Community Involvement?

1. This Statement of Community Involvement (SCI) sets out how Somerset West and Taunton will involve the community and stakeholders in the preparation, alteration and review of local planning policy and the consideration of planning applications within the Local Planning Authority area. This is our first SCI for the new Council and has been prepared to take account of changes to planning policy nationally, as well as learning from elements of the former SCI's for Taunton Deane BC and West Somerset Council respectively. The Exmoor National Park Authority is the Local Planning Authority for the parts of the former West Somerset District which lie within the Exmoor National Park. The National Park Authority is responsible for publishing its own SCI.

Why have an SCI?

2. Decisions on where new homes, jobs, shops, services and facilities should go must take account of the capacity of a range of things including infrastructure, environmental and social constraints as well as opportunities. Often, local communities have the best understanding of how their areas work. To this end it is vital that the views of local communities and other stakeholders are taken into account through both plan-making and decision-taking (development management) processes. The Council also has legal duty to prepare an SCI.
3. The Council also has a legal duty to consult in the preparation of local plans and on planning applications. These duties and responsibilities are set out in a number of pieces of legislation including:
 - the Planning and Compulsory Purchase Act (2004),
 - Localism Act (2011),
 - Town and Country Planning Act (1990),
 - Town & Country Planning (Development Management Procedure) (England) Order (2010)
 - the Town and Country Planning (Local Planning) (England) Regulations 2012, and;
 - the Neighbourhood Planning Regulations (2012).

How can you get involved?

4. There are two areas of planning that you can be involved in:
 - **Planning policy preparation** (The Local Plan and other planning policy documents) - setting the policy framework against which development proposals will be assessed. Decisions on planning applications are made in line with these local planning documents.
 - **Planning applications** (Development Management) - most types of development require a planning application to be submitted and approved. Anyone can view and make comments on a planning application.

Corporate Context

5. This is the Council's first SCI. It is one of a suite of documents aimed at developing a shared Vision for the future of the Somerset West and Taunton Local Planning Authority area.

Community Involvement in Plan Preparation

The Planning System

6. The planning system requires local authorities to produce Local Plans. These set out the spatial strategy for an area - where people will live, work and spend their leisure time - and provide the basis on which planning applications are determined.
7. Planning Legislation, Regulations and Guidance set out what documents must be produced, how they must be developed and examined by an independent examiner.
8. Further information regarding the Council's programme for preparing development plan documents is contained in the Local Development Scheme. Copies of the Local Development Scheme are available from:
 - the Council's website at <https://www.somersetwestandtaunton.gov.uk/planning-policy/local-development->
 - or may be inspected at the Council's offices:
 - West Somerset House, Killick Way, Williton, Somerset TA4 4QA, and;
 - The Council office – Deane House, Belvedere Road, Taunton, TA1 1HE
9. The Statement of Community Involvement will be used by the Council to guide the approach to the consultation undertaken in the preparation of its local plans. There are two types of local plans:
 - Development Plan Documents (such as the West Somerset Local Plan to 2032 and the Taunton Deane Core Strategy to 2028), and;
 - Supplementary Planning Documents (these may include planning obligations SPD, strategic site masterplans etc. which provide more detail for the application of statutory planning policies).
10. The Statement of Community Involvement should be used by those producing the documents to guide the approach to the consultation undertaken in their preparation.

Community Involvement in Plan Preparation

Development Plan Documents

11. Development Plan Documents (DPDs) set out policies and proposals for the regulation and use of land within the LPA area. The Taunton Deane Local Plan 2012-2028 and West Somerset Local Plan 2016-2032 are examples of DPDs. Going forward, we will be producing a new Local Plan covering the new Somerset West and Taunton LPA area to 2039. Other DPDs may also be produced for specific sites or issues and these will be set out in the LDS.
12. Each DPD goes through a series of formal stages of production prior to adoption. These involve the consideration of alternative options, public consultation, and a publication stage at which formal representations are made and submission for independent examination.
13. The formal stages in the production of a development plan document are:
 - **Pre-publication consultation** – this could be undertaken once or a number of times. The exact scale and extent of consultation may depend on the scope and content of the Plan being prepared. For a Local Plan, issues, strategy options and preferred strategy consultations are likely to be appropriate, as well as other engagement outside these specific exercises. This gives communities a chance to input early into strategic and policy direction for plans. Representations received will be collated into a report which also says how the issues raised have been addressed.
 - **Publication** – Following further evidence gathering and strategy and policy development, in which comments from previous consultations have been taken account, the plan will be formally published for consultation. At this stage, the DPD will essentially be the Plan that the LPA want to submit it in for Examination. At this point stakeholders and members of the community can make formal representations on the Plan's soundness. These representations are then considered by an Examiner considering the soundness of the Plan.
 - **Submission** – the Council must submit the published plan to the Secretary of State along with all representations received at the publication stage.
 - **Examination** – an independently appointed Inspector will consider the soundness of the Development Plan Document against several tests as well as whether the Council has complied with the relevant Regulations. The Examination will consist of a series of Examination Hearing Sessions where those who have made representations at the Publication stage may be permitted to appear and provide oral representations to the Inspector. The Inspector may then make recommendations for Main (and minor) Modifications to the submitted DPD. Where Main Modifications are recommended, there would be further public consultation.

- **Adoption** – following receipt of the Examiner’s Report (and subject to the Plan being found sound) the Council can formally adopt the Plan as a Development Plan Document.

Strategic Environmental Assessment and Sustainability Appraisal

14. A Sustainability Appraisal (SA) incorporating Strategic Environmental Assessment (SEA) Scoping Report is produced when starting the process of DPD preparation; it is consulted on to allow interested parties to make representations on what the SA/SEA should contain.
15. An SA/SEA is an iterative process undertaken when preparing each stage of a DPD, documenting and evidencing decisions taken on options for the DPD in relation to strategies, policies and allocations. A report is consulted on at key points throughout the plan-making process, at the same time as the DPD.
16. Where both these documents are required The Council may combine them into one publication.

Supplementary Planning Documents

17. Supplementary Planning Documents (SPD) are non-statutory planning policy documents which provide additional information or detail on the how particular policies in a DPD should be applied. Examples include: masterplans, development briefs and design guidance. The process for the preparation of SPDs is simpler than the more formal requirements laid down in the Regulations for preparing DPDs.
18. The 2012 Local Planning Regulations require the following stages for the production of an SPD:
 - **Publication** – at which point stakeholders and members of the community can make formal representations on the draft SPD. Representations received will be collated into a report which also says how the issues raised have been addressed.
 - **Adoption** – following consideration of the consultation responses and the making of any appropriate amendments, the document will be considered by the Council for formal adoption.

Neighbourhood Planning

19. The Localism Act 2011 introduced a new, locally prepared, tier of statutory planning policy: Neighbourhood Development Plans and Neighbourhood Development Orders. These Documents, when successfully completed, form part of the Statutory Development Plan for the area, used to determine planning applications. The qualifying body (the Town or Parish Council) is responsible for research, drafting and consultation during the development of the document. The District Council is responsible for certain regulatory stages in the process, the details of which are set out in Appendix D.

20. The Council expects the relevant qualifying body to undertake appropriate and effective consultation with the community and stakeholders. Such engagement will identify issues that will shape the form and content of the Neighbourhood Plan or Development Order.
21. Every Neighbourhood Plan or Development Order is individual and therefore the scope and form of consultation will vary. Statutory stakeholders have specialist knowledge, information and expertise which can assist in the development and production of the Neighbourhood Plan. Voluntary Bodies have locally specific knowledge on the range of groups and people in the area. Those who live, work and play in the area may also have specific insights which can be invaluable.
22. The Council expects the town or parish council preparing the Plan to provide details of the engagement undertaken; including a list of organisations, associations and bodies who were consulted, a summary of their input, how the Neighbourhood Planning group have taken account of any relevant issues and how the draft neighbourhood plan has been shaped to take account of them.
23. A number of bodies can advise and provide training and support to neighbourhood plan groups. The Council can assist in identifying appropriate organisations and sources of information.
24. The Council is responsible for notification and facilitating the following regulatory stages in the Neighbourhood Plan process:
- **Designation of a neighbourhood planning area** – Stakeholders and members of the community can make formal representations on the compliance with the regulations of the proposed Neighbourhood Planning Area. In parished areas, the relevant qualifying body for neighbourhood planning purposes will always be the local town or parish council. In unparished areas of the district (i.e. within Taunton itself), the relevant qualifying body may be a neighbourhood forum or other community organisation. Once a neighbourhood area has been designated by the Council the designation must be formally advertised.
 - The Council will check that the Draft Neighbourhood Plan complies with the criteria for a Neighbourhood Plan in the Legislation and Regulations.
 - **Publicising the Draft Neighbourhood Plan** – Stakeholders and members of the community can make formal representations on the plan. These representations are submitted alongside the plan for consideration by the Independent Person appointed to consider the soundness of the neighbourhood plan.
 - **Examination of the Neighbourhood Plan** - The Council will appoint an appropriately qualified Independent Person to consider whether the draft Neighbourhood Plan is in compliance with the relevant Regulations and Legislation.
 - The Council considers the Independent Person's recommendations and amends the plan accordingly where appropriate. Assuming that the draft

Neighbourhood Plan can be made compliant it is subject to a referendum within the Neighbourhood Planning Area.

- **Decision on the Neighbourhood Development Plan proposal:** Following the referendum, if a simple majority of those voting support adoption of the Neighbourhood Plan, then the Council must formally “make” the Neighbourhood Development Plan. Once it has been “made” it becomes part of the Statutory Development Plan for the area.

25. The Neighbourhood Planning Regulations³ set out who must be consulted at which Stage.

Who we will consult

26. We will consult people at various stages in the development of local plans. The Town and Country Planning Regulations require Local Planning Authorities to involve the community and stakeholders in Local Plan preparation and specify a number of organisations which must be consulted on local plan matters relevant to them (the Specific Consultation Bodies) and also describes a number of interest group types (General Consultation Bodies) to be included. A list of Specific Consultation Bodies, General Consultation Bodies, and other organisations and groups the Council seeks to involve in plan-making is included in Appendix A.

27. In addition to meeting its statutory obligations, the Council is committed to ensuring that local groups, organisations and individuals are provided with the opportunity to be involved in the preparation of local development documents.

28. The Council has a database of consultees, who have either commented upon, or expressed an interest in being involved with the development of local plans. This database is used to keep individuals, companies and organisations informed on the production of the Local Plan and other planning policy documents. New consultees are added to the consultation database via e-mail or letter to the Strategy Team requesting inclusion on to the database. The General Data Protection Regulations will be followed to ensure that personal data is only required and retained where proportionate and necessary, is only gathered where explicit consent has been provided, is kept securely and is not disclosed to others.

Consultation methods

29. The Town and Country Planning (Local Planning) (England) Regulations 2012 set out the minimum requirements for public participation in the preparation of Development Plan Documents. These are marked in the following list of methods with an “M”. The Council aims to go beyond these requirements; examples of ways we may do this are listed after the statutory requirements.

30. A variety of methods will be used at various stages of the planning process to enable community involvement in the preparation of local plans. These methods include, but are not limited to:

- **The Council’s website (M)** – consultation activities will be publicised through the Council’s website, on the Planning Policy home page at: <https://www.somersetwestandtaunton.gov.uk/planning-policy/> Local plan

evidence base studies and related information are also available to view and download.

- **Inspection Points (M)** – hard copies of documents will be available for inspection at the Council's Offices (at Deane House, Taunton and West Somerset House, Williton) during consultation periods. In addition we will also make them available at selected local libraries in the area. Copies of the evidence base studies are also be available to view on request in these locations.
- **E-mail (M)** – notifications will be sent to statutory bodies, stakeholders, relevant groups and other individuals and organisations on our consultation database. The Council's Strategy t team is contactable via the following generic e-mail address_- strategy@somersetwestandtaunton.gov.uk
- **Letters (M)** –postal notifications will be sent to statutory bodies, stakeholders, relevant groups and other individuals and organisations on our consultation database where we only have a postal address or they have specifically requested to be contacted by post.
- **Local News Media** – Public Notices will be placed in the Somerset Gazette Advertisements will include details on when and where planning documents can be inspected, how copies can be obtained, the closing date for representations and where to send them. We will also issue a press release to appropriate local news media.
- **Public exhibitions / drop-in sessions** – these events, staffed by planning policy officers, provide information and detail on the emerging proposals. They offer the opportunity for the public and stakeholders to ask questions about the Plan and collect information and literature about the consultation exercise. This helps to target members of the community who may not get involved through electronic media or more formal methods.
- **One-to-one meetings** – with individuals, groups, organisations and stakeholders as appropriate, to provide the opportunity for exchange on information, discussions and problem solving. However, it is the responsibility of the individual, group or organisation to submit written comments after the meeting if they wish.
- **Presentations** – to groups, organisations and stakeholders as appropriate, to target particular people in the community who may be interested in a specific issue.
- **Community and resident meetings and groups** – use of pre-existing community and resident meetings to target people with specific characteristics or interests.
- **Local Plan Newsletter** – this will be published from time to time via the Council's website to provide information about the progress of planning policy document preparation and public engagement opportunities.
- **Local Plan Workshops and Focus Groups** – Round table workshop

sessions and focus groups can provide a valuable opportunity to discuss proposals in some detail and to receive feedback and answer questions. This informal environment may also help to reach people who might not get involved with more formal processes.

- **Social Media** – we may advertise consultations through the Council's Twitter and Facebook accounts with additional tweets if appropriate during the course of the consultation.

31. It is recognised that some of the methods outlined above may not suit everybody, however it is hoped that the variety of methods will enable a wide range of people to get involved in the consultation process.

32. In line with Equalities legislation, all of our publications will be written clearly and concisely, explaining any technical terms or language. A translation facilities box will be included on all consultation and adopted DPDs and SPDs. We will also offer an appropriate timescale for representations to be received to allow everyone to have the chance to participate.

Equalities and Diversity

33. The Equality Act (2010) defines nine “protected characteristics”: age, disability, gender reassignment, marriage or civil partnership, pregnancy and maternity, race, religion or belief, sex and sexual orientation. The Council will ensure that these characteristics do not affect people’s ability to respond to our consultation and have their views heard.

34. It is recognised that some groups are harder to engage with than others. These can include: those for whom English is not their first language, people with disabilities, children and young people, older people, gypsies and travellers, ethnic minorities, and the homeless. Such groups may not be engaged by or may be unable or unwilling to engage in traditional consultation methods. The Council will endeavour to take account of barriers faced by these groups and try to overcome these by using alternative methods of consultation, or by asking affected groups or individuals how they would like to be involved.

35. A list of community and voluntary organisations operating in Somerset West & Taunton with links to equality and diversity groups is included in Appendix A. This is not an exhaustive list, it provides an indication of the variety of harder to reach groups in the District.

What we do with representations received

36. We will read all representations received and take into account those which are related to planning policy matters. Because we get a large number of responses we cannot always respond individually to them, but we will produce a summary document which will be published on our website.

37. All representations received will be public documents and as such will be available for others to see. In line with the General Data Protection Regulations we will not publish personal data such as personal e-mail addresses, signatures, telephone numbers or postal addresses. We cannot keep your name secret.

38. The Council will not accept or publish comments that are offensive, obscene, racist or illegal. We may pass any such material to the Police.
39. A statement of consultation will be produced containing an overview of the consultation activities undertaken, summary of representations received and how or what the Council will do to take these into account in the final document. This statement will form part of the publication documentation for local planning documents.
40. A response report on the consultation exercise will be presented to the Council's Executive and where appropriate Full Council Local Development Panel. All responses will be considered although not all will justify amendment to the Plan's content. Responses suggesting changes to the Plan's strategy or policies should be supported by appropriate evidence where possible.
41. When submitting a DPD to the Secretary of State, the Council is also required to submit a statement of compliance setting out which bodies and other persons have been consulted, how they have been consulted, the main issues that were raised and how these have been addressed.

What we will do if you feel unfairly treated

42. The level of service you can expect from the Council is set out in our Service Standards. If a person is not happy with the service they have received they should contact the Strategy team in the first instance via the generic email address: strategy@somersetwestandtaunton.gov.uk . If they are dissatisfied with the response they can make a formal complaint through the Council's Complaint Procedure, set out on the website at <https://www.somersetwestandtaunton.gov.uk/contact-us/complaints-and-compliments/>.
43. The Local Government Ombudsman investigates complaints of injustice arising from misadministration by Local Government and certain other bodies. The Ombudsman can investigate complaints about how a Council has done something. However, they cannot question what a Council has done simply because someone does not agree with it. www.lgo.org.uk

Community Involvement in Development Management

The Planning System

44. The Planning System requires Local Authorities to determine applications for changes of use of land and buildings.
45. Planning Legislation, Regulations and Guidance set out what should be in an application and the process for making decisions on its acceptability.
46. Development Management decisions shape the character of an area. The Council determines a range of applications, inter alia, household extensions, fences, listed building applications, changes of use, advertisements to major

housing and business premises.

47. Applications for nationally significant infrastructure projects are considered by the Planning Inspectorate. As Somerset is a two tier local authority area, planning applications for waste, minerals and major highway schemes are considered by Somerset County Council.
48. There are four stages at which the local community and stakeholders may be consulted and/or notified about development proposals:
- pre-application stage - undertaken by the applicant once or a number of times. The exact scale and extent of consultation will depend on the scope and content of the planning application being prepared;
 - application stage - undertaken by the Council this is formal consultation on the application;
 - when a decision has been made - undertaken by the Council; and
 - appeal on a decision - undertaken by the Council on behalf of the Planning Inspectorate (PINS), additional formal comments may be submitted.
49. Planning Acts, Orders and Regulations set out the approach that the Council and applicants are required to undertake in regard to consultation.
50. The SCI will be used by the Council to set expectations for applicant led consultation and guide our approach to consultation in the planning application process.

Pre-application (for the applicant to undertake)

51. Because the Council is rarely the applicant for planning permission, this section of the SCI is primarily focused on setting the standards we would expect an applicant to follow prior to making an application for planning permission.
52. We recommend that all applicants undertake appropriate and effective pre-application consultation with the community before submitting an application. Early engagement with the Council, local community and key stakeholders can identify and address issues before applications are submitted, shape the design of the development and ensure sufficient information is submitted for an application to be registered and a recommendation made.
53. Engagement with the Council is important and can vary from a short conversation with a Council Officer to a number of meetings with various Council Services and Elected Members. Pre-application advice is subject to the payment of an appropriate fee. The fee is based on the size and type of development. Details of the Pre-application advice service and fees are available on the [Council](https://www.somersetwestandtaunton.gov.uk/planning/pre-planning-advice/) web site: <https://www.somersetwestandtaunton.gov.uk/planning/pre-planning-advice/>
54. Open and transparent consultation with Parish and Town Councils as well as members of the public at public meetings is recommended. Advice from the Council and Parish or Town Councils is confidential and will be “without prejudice” to

any eventual decision of an application. Views from a wide number and range of community members; utilising local and community media, publications and knowledge is expected.

55. The Council expects an applicant to provide details of the pre-application engagement undertaken; including a list of the organisations, bodies and people who engaged with the consultation, a summary of their responses and an explanation of how they have taken account of any relevant issues raised as well as how the developer has amended their scheme to take account of them. This should also be presented within the appropriate policy context, relevant national and local policies and links to local strategies.
56. Every planning application is individual therefore the scale of community consultation and techniques used will vary. The Council can advise on relevant issues and suggest ways to involve and inform the community.
57. A number of bodies can advise and provide training to communities on a range of planning issues including pre-application engagement, representations to planning applications and planning policy consultations. Planning Aid England provides a range of advice and support to individuals and communities. See their web site for more information: <http://www.rtpi.org.uk/planning-aid>. The Planning Portal also provides information on the planning system to individuals, developers and Councils: <http://www.planningportal.gov.uk>.

Application (for the Council)

58. When an application is received it will be registered and checked to make sure that all the information the Council expects is submitted. When it has been validated it will be included on the weekly application register. The register as well as all information and correspondence pertaining to the application will be put on the case file. This will be available on the Council's website <https://www.somersetwestandtaunton.gov.uk/planning/find-a-planning-application/>. Paper copies of current planning applications can also be made available to view on request at West Somerset House's Reception in Williton and Deane House Reception, Taunton.

Community Involvement in Development Management

Who we will consult

59. The Town and Country Planning (Development Management Procedure) (England) Order 2010 requires the Council to consult the community. For certain types of application the Council is also obliged to consult with specific groups and organisations, often referred to as statutory consultees, these are listed in Appendix B. Consultation will be proportionate to the application being considered.

How we will consult

60. The Council has a duty to ensure applications and decisions are properly publicised in order that the public and stakeholders can meaningfully influence the process. The Council is required to publicise the application, either by site notice or by writing to neighbours. Site notice/s will be placed in a prominent position on or near the site. For some larger developments, applications contrary to the local plan and some statutory applications, such as those affecting Listed Buildings or Conservation Areas, a Public Notice will also be placed in that section of the local newspaper⁷.
61. The letter, notice or advert will contain details of the planning application and information on where plans and any supporting documents accompanying the application can be viewed. It will also explain where to make representations and when they have to be returned to the Council.
62. Sometimes planning applications are revised after they have been submitted; this could be as a result of matters of concern or items raised in objections. In these cases, the Council may re-consult those people originally notified of the application to give them the opportunity to comment on the amendments. The Council has a statutory time limit within which SWT has to determine most applications. Given this a 14 day response period will usually apply for re-consultation.
63. Parish and town councils are consulted on the planning applications within their area, other than those that are determined by them Under the Council's Delegated Scheme – Milverton, Pitminster and Wellington.

Community Involvement in Development Management

What we do with representations received

64. Representations received will be put in the case file and published on the Council's website. The Council will only be able to consider matters relating to planning and the planning application. The Council will not accept comments that are offensive, obscene, racist or illegal. We may pass such material to the Police.
65. Where appropriate, comments may result in changes to an application, conditions attached to an application decision to address particular issues or refusal of an application. There are nearly always differing views and competing interests, we are required to make informed decisions having regard to national and local planning policies, development impacts and what will be in the best interest of the community.

Decisions

66. For most minor and householder applications decisions are made by Principal Planner Specialist under powers delegated and set out in the Somerset West and Taunton Council Constitution (April 2019). Ward Councillors may request that any application be determined by the Planning Committee. Such requests received within 14 days of validation will be considered by the Chair & Vice Chair of the Committee.
67. For major, significant and controversial applications decisions are made by Councillors on the Planning Committee. The Development Management Officers prepare a report for committee outlining the proposal, issues raised and recommendations of either approval, approval with conditions or refusal.
68. Any person who has made a representation will be notified when the application is to be reported to the Planning Committee for determination.
69. On occasion the Secretary of State will call in an application rather than let the Local Authority decide. If this happens the Council will provide copies of all correspondence to the Secretary of State and publicise the call-in on its website.

Post-application (the Council)

70. Once a decision has been made on an application, the Council will publish it on the weekly decision register and in the local newspaper. For locations in the former district of West Somerset, a copy of the decision notice for all applications since 1974 is available on the Council's website. For location in Taunton Deane they are available from 1986.
71. Where an applicant is unhappy with the Council's decision they have the right to appeal. Applicants must lodge an appeal with the Planning Inspectorate who will determine its validity before initiating proceedings and setting a start date. When an appeal is accepted the Council has one week from the start date to notify all statutory consultees and interested persons. Statutory consultees and interested persons may have the opportunity to make any additional comments on the application. Within five weeks the Council will submit all relevant information, including further representations received, and an appeal statement to the Planning Inspectorate. The Inspectorate will re-evaluate the information and determine whether the Council's decision was correct or if it should be overturned. The Council will publish the decision on its website.

What we will do if you feel unfairly treated

72. The level of service you can expect from the Council is set out in our Service Standards. If a person is not happy with the planning service they have received they should contact either the Head of Strategy or the Principal Planner Specialist in the first instance. If they are dissatisfied with the response they can make a formal complaint through the Council's Complaint Procedure at: <https://www.somersetwestandtaunton.gov.uk/contact-us/complaints-and-compliments/>
73. The Local Government Ombudsman investigates complaints of injustice arising

from misadministration by Local Government and certain other bodies. The Ombudsman can investigate complaints about how a Council has done something. However, they cannot question what a Council has done simply because someone does not agree with it. www.lgo.org.uk

Monitoring and Review

74. The contents of the Statement of Community Involvement will be regularly reviewed in order to keep up to date with any changes in policy, to update consultee groups, where necessary, and to review the relative success of the various community involvement measures undertaken.

Appendix A – Stakeholders to be involved in local planning policy

To be checked and confirmed before publication

Specific Consultation Bodies - These are the statutory consultees defined in the Regulations	
Marine Management Organisation	The Highways Agency
English Heritage	Parrett Internal Drainage Board
Natural England	Somerset County Council
Environment Agency	Devon County Council
Sedgemoor District Council	British Telecom PLC
East Devon District Council	Commpro Telecommunications
Exmoor National Park Authority	Mobile Operators Association (MOA)
North Devon District Council	Mono Consultants Ltd.
Mid Devon District Council	T-Mobile (UK) Ltd
South Somerset District Council	
Homes and Communities Agency	O2 (UK) Ltd
Somerset Supporting People Partnership	Orange Personal Communications
NHS Clinical Commissioning Group and NHS Commissioning Board	Vodafone Ltd
Somerset Health & Wellbeing Board	South West Water
RWE npower renewables	Wessex Water
EDF Energy	Network Rail Infrastructure Limited
National Grid UK Transmission	Avon and Somerset Constabulary
National Grid	British Transco
Western Power Distribution	Wales and West Utilities
Blackdown Hills and Quantocks AONB's	Heart of South West LEP.
Local Nature Partnership (LNP)	
Town and parish councils	
Town and Parish Councils in and adjacent to the new Council area.	

General Consultation Bodies – The Regulations also require the Council to consult such general consultation bodies as it considers appropriate, this lists below are not exclusive and additional organisations can be added on request.	
a. Voluntary bodies some or all of whose activities benefit any part of the authority's area	
The West Somerset Initiative	Seaward Way Community Group
Minehead Conservation Society	Somerset Activity & Sports Partnership
POPP team leader, Age Concern Somerset	West Somerset and Exmoor Bridleways Association
Somerset Playing Fields Association	Community Council for Somerset
Rural Women's Network c/o Council for Somerset	Somerset Gay Health
Age Concern Somerset	Forum 21
Ecos Trust	Friends of Watchet Station
Single Parent Action Network	Scout movement and over 60 club
Cycle Somerset	Engage (formerly W Somerset CVS)
West Somerset Seniors' Forum	Transition Minehead and Alcombe
Somerset Wildlife Trust	Somerset County Federation of Womens' Institutes

The Woodcombe Society	Somerset Association of Local Councils
West Somerset LETS Group	West Somerset Citizens Advice Bureau
Williton Regeneration Partnership	CPRE, West Somerset District Committee
The Ramblers	CPRE South West
Magna Tenants Panel	RSPB SWRO
FWAG South West England Office	The Exmoor Society
10 Parishes	Artlife
Friends of the Earth	SUSTRANS
The Council's Registered housing providers	House Builders Federation
Transition Town Taunton	Onion Collective CIC
b. Bodies which represent the interests of different racial, ethnic or national groups in the authority's area.	
Equality South West	Traveller Education Service
Somerset Racial Equality Council	Friends, Families and Travellers
c. Bodies which represent the interests of different religious groups in the authority's area	
Faithnet South West	Property Officer and Secretary of the Houses and Glebe Committee of the Bath and Wells Diocesan Board of Finance
Minehead Baptist Church	West Somerset Methodist Circuit
Somerset Circuit of Jehovah Witnesses	Catholic Church, Clifton Diocese
d. Bodies which represent the interests of disabled persons in the authority's area	
Compass Disability Services	Taunton and District Mencap Society
Open Daws - Disabled Activities in West Somerset	Somerset Cancer Care, Minehead West Somerset Group
	Mind in West Somerset
e. Bodies which represent the interests of persons carrying on business in the authority's area	
Somerset Chamber of Commerce	West Somerset Business Forum
Federation of Small Businesses, Taunton and District	Minehead Chamber of Trade
Country Land and Business Association – South West	Road Haulage Association Bristol/Avonmouth, Cornwall, Dorset, Devon, Somerset, Wiltshire
South West Tourism Ltd	Regen
Business Link Somerset	WACET

Appendix B – Stakeholders to be involved in development management

The Regulations require the Council to consult specific consultation bodies when considering some planning applications.

The statutory consultees for Development Management include:

Local highway authorities

Local planning authorities

Natural England

Town and Parish councils

Rail network operators

Regional development agencies

The British Waterways Board

The Coal Authority

The English Sports Council

The Environment Agency

The Health and Safety Executive

The Historic Buildings and Monuments Commission for England

The National Park Authority

The Secretary of State for the Environment, Food and Rural Affairs

The Secretary of State for Transport

The Theatres Trust

The Office for Nuclear Regulation

The statutory consultees which need to be consulted vary depending on the type of application submitted, and the specific site circumstances. Therefore, the detailed table within Schedule 5 of The Town and Country Planning (Development Management Procedure) (England) Order 2010 should be referred to for more detailed information.

Appendix C - Definition of application type

The following is a general guide. As sites and applications are uniquely individual there may be deviations from these categories.

Application type	Description	Examples
Significant applications	Applications where there are considerable issues of scale and controversy	<ul style="list-style-type: none"> • Strategic Site Allocations • Large scale retail or residential development, i.e.: <ul style="list-style-type: none"> ○ 10 or more dwellings or where the site is more than 0.5 hectares; ○ All uses where floor space is more than 1,000m² or the site is more than 1 hectare. • Applications requiring a full transport assessment • Proposals to remove community facilities – such as development on playing fields • Schedule 1 and 2 developments under Environmental Impact Assessment Regulations⁹ • Applications are normally determined within 13 weeks
Departure applications	Applications contrary to or out of line with the Development Plan	<ul style="list-style-type: none"> • Applications considered to be in breach of and/or may significantly compromise the delivery of Local Planning Policy, i.e. <ul style="list-style-type: none"> ○ Core Strategy; ○ Local Plan; ○ Site Allocations and Development Management Plan; ○ Town Centre Area Action Plan. • Applications which must be submitted to DCLG for their consideration.
Small Scale applications	Applications for sites that are of local significance or are sensitive to development pressures and allocated sites that have not generated significant objection in the Development Plan Document process.	<ul style="list-style-type: none"> • Less than 10 dwellings • For all other uses where floor space is less than 1,000m² • Normally determined within 8 weeks

<p>Other minor applications</p>	<p>Applications for minor items which are of local significance or are sensitive to development pressures and allocated sites that have not generated significant objection in the Development Plan Document process.</p>	<ul style="list-style-type: none"> • Applications which impact on a local landmark • Applications in the Area of Outstanding Natural Beauty (AONB) or Site of Special Scientific Interest (SSSI) • Applications which propose the loss of a community facility - such as post office, public house • Applications for: <ul style="list-style-type: none"> ○ Advertising consent ○ Tree works ○ Conservation Area Consent ○ Listed Building Consent ○ Householder applications ○ Change of use for non-major developments where no building or engineering works are proposed ○ Normally determined within 8 weeks
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Appendix D – Neighbourhood Planning

In accordance with legislation set out in the Neighbourhood Planning Act 2017 Local Planning Authorities (LPA's) have to set out in their Statements of Community Involvement (SCI) their policy for discharging their duty to:

- give advice or assistance to neighbourhood development plan Qualifying Bodies (QB's) on proposals for making neighbourhood development plans (NDP's);
- the process for making neighbourhood development plans;
- give advice or assistance to neighbourhood development plan QB's in regard to proposals for modification of NDP's);

General Advice and Support:

To this end, West Somerset and Taunton will provide general information about Neighbourhood Planning on its website and specific information about Neighbourhood Planning for a defined areas on request. The type of information may include, amongst other things:

- Advice on setting up Qualifying Bodies (including Neighbourhood Forums, where applicable);
- Advice on designating the Neighbourhood Plan Areas;
- Advice on context such as: the Councils local planning policy, national designations (i.e. AONB's), Permitted Development Rights and national legislation such as what Neighbourhood Plans can and cannot do, and how these may affect the scope and content of a Neighbourhood Plan;
- Advice on engagement and consultation;
- A copy of any surveys, assessments, monitoring or mapping information that the Councils hold which is of relevance;

The LPA will also support QB's as they develop their community-led neighbourhood development plans by, amongst other things:

- Advice on due process, such as: regulation 14 consultation (undertaken by the qualifying body), submission documentation, Independent Examination, Referendum and the Neighbourhood Plan being made;
- Advice on compliance with the provision concerning neighbourhood development plans made by or under Sections 38A and 38B of the Planning and Compulsory Purchase Act 2004 (as amended by the Localism Act 2011):
 - relates to the development and use of land;
 - date for the period for which it is to have effect it is clearly indicated;
 - does not include excluded development;
 - relates to the designated Neighbourhood Plan Area.
- Advice on meeting all the Basic Conditions (as set out in Schedule 4B to the Town & Country planning Act 1990):
 - has regard to national policies and advice contained in guidance issued by the Secretary of State;
 - contributes to achieving sustainable development;
 - is in general conformity with strategic policies in the TDBC development plan;
 - is compatible with EU Environmental Obligations and does not breach European Convention Rights;

The LPA have obligations at various stages of the neighbourhood plan process. There are

eight stages in statute where the LPA has responsibility. These are:

- Designation of a neighbourhood plan area;
- Designation of a neighbourhood forum;
- Publication of all documentation submitted to the LPA for a neighbourhood plan and consultation on those documents;
- Appointment of Independent Examiner;
- Submission to Independent Examiner;
- Publication of Examiners report;
- Referendum on a neighbourhood plan;
- Decision to make a neighbourhood plan.

To provide transparency of procedures, the LPA has set out what is required of it at each stage, any prescriptive timescales for this, how this is brought to people's attention, and who makes any decisions (if relevant).

Stage	LPA's Legal Obligations	Decision taken by	Notification
Neighbourhood plan area	<p>Following receipt of an application to designate a neighbourhood plan area the LPA must make and publish a decision on the designation:</p> <p>Where a Qualifying Body (QB) is a Parish Council, within 8 weeks from the date on which the area application is first publicised;</p> <p>In Forum Areas 13 weeks;</p> <p>If the area straddles two LPA's 20 weeks;</p> <p>Note: if consultation is required this must be a minimum of 6 weeks.</p>	<p>Officer technical decision in consultation with Portfolio Holder.</p> <p>If consultation is required a decision will also involve the Local Development Framework Steering Group.</p>	<p>The LPA will make the proposed designation, and its decision on it, available as:</p> <ul style="list-style-type: none"> • a hard copy at the Councils building and at location(s), as agreed with the QB, in the neighbourhood plan area; • a digital copy on the Councils website; • issue notifications via e-mail to statutory bodies, elected members and anyone who has asked to be kept informed of the plans in the LPA area. <p>If consultation is required notification will include where documents can be viewed, how representations can be made, and timescale for those.</p> <p>The LPA may also publicise this via Press Release (includes local news organisations), TDBC website, and Weekly Bulletin.</p>

Neighbourhood forum	<p>Following receipt of an application to designate a neighbourhood forum the LPA must make and publicise a decision on the application as soon as possible. The Secretary of State has powers to set timescales, or to intervene in the process.</p> <p>Note: A minimum of 6 weeks consultation</p>	Officer technical decision in consultation with Portfolio Holder and Local Development Framework Steering Group.	<p>The LPA will make the proposed designation, and its decision on it, available as:</p> <ul style="list-style-type: none"> • a hard copy at the Councils building and at location(s), as agreed with the QB, in the neighbourhood plan area; • a digital copy on the Councils website; • issue notifications via e-mail to statutory bodies, elected members and anyone who has asked to be kept informed of the plans in the LPA area. <p>If consultation is required notification will include where documents can be viewed, how representations can be made, and timescale for those.</p> <p>The LPA may also publicise this via Press Release (includes local news organisations) and Weekly Bulletin.</p>
Voluntary withdraw of designation of a neighbourhood forum*	Following receipt of an application to withdraw of designation of a neighbourhood forum the LPA must, as soon as possible, acknowledge and publish the request.	Not applicable.	<p>The LPA will publish:</p> <ul style="list-style-type: none"> • a hard copy at the Councils building and location(s), as agreed with the QB, in the neighbourhood plan area;

<p>*whilst there is no decision to make the LPA must publish and acknowledge the request.</p>			<ul style="list-style-type: none"> • a digital copy on the Councils website; • via e-mail to statutory bodies, elected members and anyone who has asked to be kept informed of the plans in the LPA area. <p>The LPA may also publicise this via Press Release (includes local news organisations) and Weekly Bulletin.</p>
<p>Publication of plan or order proposals (Reg16)</p>	<p>As soon as possible the LPA must publicise on its website and in such other manner as it considers likely to bring to the attention to those who live, work out carry on business in the Neighbourhood Area:</p> <ul style="list-style-type: none"> • The Plan/Order proposal; • Details of where and when the Order/Plan proposal may be inspected; • Details of how to make representations; • A statement that any representations may include a request to be notified of the Council's decision; • A deadline for the representations; and • Notify any consultation body which is referred to in the Consultation Statement that the proposal has been received. <p>The Secretary of State has powers to set timescales, or to intervene in the process. Note: A minimum of 6 weeks consultation from the date the proposal is first published.</p>	<p>Officer technical decision in consultation with Portfolio Holder.</p>	<p>The LPA will publish:</p> <ul style="list-style-type: none"> • a hard copy at the Councils building and at location(s), as agreed with the QB, in the neighbourhood plan area; • a digital copy on the Councils website; • issue notifications via e-mail to statutory bodies, elected members and body or person referred to in the Consultation Statement submitted by the QB and anyone who has asked to be kept informed of the plans in the LPA area. <p>The LPA may also publicise this via Press Release (includes local news organisations) and Weekly Bulletin.</p>

Appointment of Independent Examiner	As soon as possible, with the provision that the Secretary of State has powers to set timescales, or to intervene in the process.	Officer technical decision with the Qualifying Body, in consultation with Portfolio Holder.	<p>The LPA will publish this:</p> <ul style="list-style-type: none"> • on the Councils website; • via e-mail to statutory bodies, elected members and anyone who has asked to be kept informed of the plans in the LPA area. <p>The LPA may also publicise this via Press Release (includes local news organisations) and Weekly Bulletin.</p>
Submission to Independent Examiner (Reg 17)	As soon as possible, with the provision that the Secretary of State has powers to set timescales, or to intervene in the process.	Officer technical decision in consultation with Portfolio Holder and Local Development Framework Steering Group.	<p>The LPA will publish this:</p> <ul style="list-style-type: none"> • on the Councils website; • via e-mail to statutory bodies, elected members, body or person referred to in the Consultation Statement submitted by the QB and anyone who has asked to be kept informed of the plans in the LPA area. <p>The LPA may also publicise this via Press Release (includes local news organisations) and Weekly Bulletin.</p>

<p>Publication of examiners report (Reg 18)</p> <p>LPA's decision on examiners report (Reg 19)</p>	<p>A decision must be taken by the LPA on whether to submit a neighbourhood plan or order to a referendum within 5 weeks from the date the LPA receive the examiner's report.</p> <p>The LPA must publicise on its website and in such other manner as it considers likely to bring to the attention to those who live, work out carry on business in the Neighbourhood Area:</p> <ul style="list-style-type: none"> • The examiner's report; • The Council's decision in light of the report and reasons for it; and • Details of where the decision may be inspected. <p>The Secretary of State has powers to set timescales, or to intervene in the process.</p>	<p>Portfolio Holder decision. Officer technical advice, in consultation with the Local Development Framework Steering Group, to the Portfolio Holder.</p>	<p>The LPA will publish:</p> <ul style="list-style-type: none"> • a hard copy at the Councils building and at location(s), as agreed with the QB, in the neighbourhood plan area; • a digital copy on the Councils website; • issue notifications via e-mail to statutory bodies, elected members and body or person referred to in the Consultation Statement submitted by the QB and anyone who has asked to be kept informed of the plans in the LPA area. <p>The LPA may also publicise this via Press Release (includes local news organisations) and Weekly Bulletin.</p>
<p>Referendum</p>	<p>LPAs should hold a referendum within 56 days* of the decision that a referendum should be held, or 84 days weeks where it is cross-boundary, not arranged by the LPA or there is a business referendum; unless the Qualifying Body agree the referendum need not be helped by the prescribed date or the poll is taken on the same day as another poll.</p> <p>The LPA must publish:</p> <p>at least 28 days* before the referendum date (56 working days when a business referendum is also to be held):</p>	<p>For the decision to hold the referendum: Portfolio Holder decision. Officer technical advice, in consultation with the Local Development Framework Steering Group, to the Portfolio Holder.</p> <p>For the referendum result: the Counting Officer, or in cross-</p>	<p>In regards to the information statement and specified documents, the LPA will publish:</p> <ul style="list-style-type: none"> • a hard copy at the Councils building and at location(s), as agreed with the QB, in the neighbourhood plan area; • a digital copy on the Councils website; • issue notifications via e-mail to statutory bodies, elected

	<p>Information statement , specifying:</p> <ul style="list-style-type: none"> • that a referendum will be held; • the date on which the referendum will be held; • (the question to be asked in the referendum; • a map of the referendum area; • where the referendum area is not identical to the neighbourhood area, a map of the neighbourhood area; • a description of persons entitled to vote in the referendum; • the referendum expenses limit that will apply in relation to the referendum and the number of persons entitled to vote by reference to which that limit has been calculated; • that the referendum will be conducted in accordance with procedures similar to those used at local government elections; and • the address and times at which a copy of the specified documents can be inspected; <p>and specific documents:</p> <ul style="list-style-type: none"> • draft neighbourhood plan/order; • independent examiners report; • summary of any representations submitted to the independent examiner; • a statement that the local planning authority are satisfied the order meets the basic conditions; • a statement that sets out general information as to town and country planning (including neighbourhood planning) and the referendum. <p>and, in the case of a community right to build order:</p>	<p>boundary referendum the Chief Counting Officer.</p>	<p>members and body or person referred to in the Consultation Statement submitted by the QB and anyone who has asked to be kept informed of the plans in the LPA area.</p> <p>The LPA may also publicise this via Press Release (includes local news organisations) and Weekly Bulletin.</p>
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	<ul style="list-style-type: none"> • that the independent examiner has recommended that the draft order is submitted to a referendum; • a statement that sets out details of any enfranchisement right which are not to be exercisable in relation to land the development of which is to be authorised by the draft order, and the properties, or types of properties, in relation to which, the qualifying body proposes that right is not exercisable. <p>At least 25 days* before the referendum date publish the notice of referendum;</p> <p>At least 6 days* before the referendum date publish the notice of poll;</p> <p>After the referendum the counting officer must: declare the result, inform proper officer of the relevant Council and publicise:</p> <ul style="list-style-type: none"> • the result of the referendum; • the number of ballot papers counted; • the total number of votes cast for each answer; and • the number of rejected ballot papers under each head shown in the statement of rejected ballot papers. <p>Note: * timescales are excluding Bank Holidays, weekends and public morning.</p>		
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<p>Decision to make plan (Reg 20)</p>	<p>A neighbourhood plan or order should be brought into force 8 weeks from the date of the referendum, unless there are unresolved legal challenges.</p> <p>The LPA must, as soon as possible after making the Order/Plan:</p> <p>publicise on its website and in such as manner to bring to the attention of the who live, work and carry out business in the Neighbourhood Area:</p> <ul style="list-style-type: none"> • The decision and reason(s); • Details of where the decision can be inspected; • If made, the Plan/Order and details where it can be inspected. <p>send a copy of the decision to the QB, any person who has asked to be notified of it and notify any person who has asked where and when the Plan/Order may be inspected.</p>	<p>Member decision. Portfolio Holders recommendation to Full Council with Officer technical advice in consultation with the Local Development Framework Steering Group.</p>	<p>The LPA will publish this:</p> <ul style="list-style-type: none"> • on the Councils website; • issue notifications via e-mail to statutory bodies, elected members and body or person referred to in the Consultation Statement submitted by the QB and anyone who has asked to be kept informed of the plans in the LPA area. <p>The LPA may also publicise this via Press Release (includes local news organisations) and Weekly Bulletin.</p>
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End

Somerset West and Taunton Council

Executive - 18th June 2019

Regeneration of Firepool

This matter is the responsibility of Cllr Habib Farbahi

Report Author: James Barrah, Head of Commercial Investment

1 Executive Summary

This report is the next key step to progress delivery of the Firepool site. It sets out a programme of activity to deliver the outline planning consent. The report outlines a little of the history of the site, some lessons learned and the steps undertaken in the past 3 months to identify the likely most deliverable form of development in a relatively short programme.

Appendix 1 consists of the indicative conceptual block plan for the site which both builds on the outline planning approval and accords with current planning policy. This is not a prescriptive solution but it is work in progress. The site is to be divided into bite size blocks to assist greater flexibility and certainty of delivery. The intention is that the Council will act as the masterplan developer to deliver the public realm and infrastructure to remove the obvious barriers to progress the site and act as a catalyst to delivery.

The report seeks support for the broad direction of travel set out and the key recommendation is to seek authority to appoint a professional design team to help progress the masterplan delivery and to work up detailed business cases for Blocks 1,2 and 5. The report also sets the way forward for the hotel and to identify the market and commercial appetite for a performance venue together with the potential space requirements.

Key to the regeneration of the site is to build on the extensive consultation already undertaken with the previous planning applications but to focus now on delivery.

Our intention is to get the public realm and infrastructure elements on site next year and to have 2 or 3 Blocks started on site as well. The decisions within this report are a key and essential stage in the process and sets up the next key steps as follows:

June – September

- Design team appointed to further develop and cost the conceptual delivery block plan and create a Framework Masterplan ready for approval
- Commission expert studies into a performance venue
- Hard market test Hotel, Leisure and Residential blocks and seek commercial occupiers

Post October

- Review detailed business case for Blocks 1,2 and 5
- Council decision to work up, consult and submit planning applications as required
- Review business case for Performance Venue
- Review and decide on alternate delivery approach for Hotel
- Consult and submit planning applications in late 2019, early 2020 potentially in conjunction with plot developers
- Secure detailed planning approvals, conclude developer deals
- Major start on site mid 2020

2 Recommendations

Executive to recommend to Council;

- That the broad principle of the conceptual block plan design is progressed to Framework Masterplan and that indicative designs for all of the blocks are developed. In-particular Blocks 1, 2, and 5 be progressed to detailed business case and to provide authority to appoint a design team following due process.
- To endorse the approach that the Council further considers the business case to act as the lead commercial and masterplan developer and to delegate authority to the Head of Commercial Investment in consultation with the Portfolio Holder to enter into relevant transactions. This will include hard market testing of Blocks 1,2 and 5 to inform completion of business cases.
- To endorse the principle that the Council may also be the developer of some of the plots each being considered on a case by case basis and subject to a detailed business case and further Council approval.
- To note the review of the Hotel development project, to cease the current Council investment plans and cancel the existing budget approval and instead to seek a development partner/investor to deliver this scheme as an alternative to the previously approved Council development, and on a different part of the site. A specialist property adviser will be appointed to undertake a thorough hard marketing exercise
- To commission a suitable performance venue expert to establish the business case and conduct soft market testing with suitable operators for such a facility on site.
- To report back with progress as and when required and set up a project governance Board to oversee the direction of the project.

- Approval of a total budget of £275,000 to progress these work streams and this to be funded from New Homes Bonus funds

3 Risk Assessment

Risk Matrix

Description	Likelihood	Impact	Overall
The council is unable to decide on the right, viable solution for the site and there is no activity	3	5	15
Council selects a single developer for the whole site whom is unable to perform	3	5	15
Lack of progress will mean lack of investment and job creation plus loss of potential Council Tax and Business Rates income	2	5	10
Poor quality scheme could undermine future of Town and area	1	5	5

Risk Scoring Matrix

Likelihood	5	Almost Certain	Low (5)	Medium (10)	High (15)	Very High (20)	Very High (25)
	4	Likely	Low (4)	Medium (8)	Medium (12)	High (16)	Very High (20)
	3	Possible	Low (3)	Low (6)	Medium (9)	Medium (12)	High (15)
	2	Unlikely	Low (2)	Low (4)	Low (6)	Medium (8)	Medium (10)
	1	Rare	Low (1)	Low (2)	Low (3)	Low (4)	Low (5)
			1	2	3	4	5
			Negligible	Minor	Moderate	Major	Catastrophic
			Impact				

4 Background

The redevelopment of Firepool has been an element of Council plans for the centre of Taunton for a very significant period of time. The intention to create a new development in this location is described in the Council's Town Centre Action Plan adopted in 2008. This was further reinforced by the Taunton Rethink adopted in late 2014 which confirmed the importance of this site as a central point in the town centre growth plans

St Modwen were appointed in 2010 and whilst some progress has been made in regards to Firepool South. The development agreement with St Modwen came to an end in late 2018. St Modwen submitted an outline planning application in 2016 that was recommended for approval and the S106 for this was signed in March of this year. The permission is live.

5 Enabling Works

The initial enabling package of works is well underway within budget and programme. Concrete has been broken up, site fencing enhanced and some interim landscaping completed. The principle of the boulevard established with part of the interim footpath created and for the moment the whole site looking better cared for and feeling safer for the public. The grassed area is a temporary solution but is intended to make the area an attractive area for the public to use and enjoy pending development.

Further work utilising the existing budget approval over the coming weeks will address some further demolitions, completing the temporary footpath connection to the station and completion of the vehicular access from Trenchard Way by Somerset County Council on the Council's behalf.

The intention is that these works create considerable temporary improvement to the area and help make an underused public car park feel more welcome and useable as a long stay car park outside of cricket matches. That should help grow car park revenue. The enabling works are also intended to help build momentum a vital part of all projects and importantly to help illustrate to investors and occupiers the true value of the site.

6 Constraints and Vital Issues

The site presents various constraints and issues to be addressed. In summary key issues to be addressed are:

- Flood Risk – To reassess and ensure compliance with the flood risk strategy for the site which involves raising the level of the site
- Weir – Working with partners to consider some essential repairs to the Weir and Lock and to improve the appearance of the Lock area
- Utilities – To relocate services that severely restrict the optimum layout for the site and to provide services to each block
- Highway Access – To provide the optimum access to the site from the NIDR and as required Canal Road and resolve the level change

These issues will be addressed and solutions identified and costed for the next stage.

7 Title

The final acquisitions have now been made to deliver all of the site although legal completion of the acquisition of one property has not yet been achieved but is expected by end August. It has been exchanged though. This is the last remaining obstacle to complete control of the site.

8 Value of the Site to the Area

There is enormous economic and social regenerative benefits from bringing this site forward and quickly. This site could reasonably be producing £1,500,000 of Business Rates Income per year and in the region of £500,000 per annum in Council Tax. Then you add in the GVA of any business uses on site, employment created is a direct and indirect income to the area and wider Public Sector including the Council of at least £3m per annum. There is every reason to move on a regeneration scheme on this site quickly to capitalise on these considerable benefits. In addition despite the constraints there is considerable potential direct development value in the site that the Council can potentially benefit from as a developer and investor. In turn this return can then be re invested in our communities. Opportunities for such potential Council investments will be reported in due course.

9 Hotel – Background

Previous Council approvals supported the business case for the delivery of a 120 bed hotel. This project went through a long process of due diligence and an open tendering exercise. The Council hoped to find a developer to undertake the scheme but after market testing undertaken a few years ago there was little interest. There were some submissions but they were far from straight forward and involved adding in other sites and land of value plus loans and financial commitments. However the investment market changes quickly and we have been advised by specialist hotel agents that there is an increasing appetite in investors and developers for franchised type premium hotels and this may well extend to Taunton. The advice is clear enough to suggest that it is worth re-examining the potential for a third party to take all or some of the financial risk.

There have been a number of hotels developed by other Councils up and down the country. Council's have developed, owned and operated these hotels and have made a decent return from them. Generally this sort of franchised hotel does not have a simple lease arrangement and the market has moved towards a handful of specialist hotel operators whom occupy only on a management basis. There is also an emerging investment market for existing hotels run solely under management agreements. We have been advised that new build hotels have been sold within 6 months at prices comfortably above the costs.

10 Hotel – Way Forward

The original Firepool Hotel business case was well considered and had some considerable merit. However, a detailed review has been undertaken and there is specific concern over a number of key issues:

- Operating Risk with public funding albeit with strong independent advice that the demand is solid from third party specialist advisers
- Capital lockup – that is it may prove difficult to sell the Hotel given the lack of a traditional lessee paying a traditional rent
- Moreover the opportunity cost of committing significant amounts of capital to the Hotel

project when the rest of Firepool will certainly require additional considerable Council investment

A Four star hotel brand would be good for Taunton, particularly one that is an internationally recognised brand. It is recommended that we should re-review options to secure a direct developer/lessees /investor on the best possible terms but with the minimum financial commitment from the Council. There was clear evidence of a need for a circa 100 bed hotel in Taunton Town Centre to provide a much more sustainable, town centre alternative to a successfully trading Holiday Inn at Blackbrook Gate and the other motels and hotels in the Town.

Our recommendation is that a premium hotel is needed for the Town Centre and that Firepool is the perfect location. We though need to further test the appetite for a third party to fund and take on the operator risk. A specialist hotel agent will be appointed to further test the market. The results of this exercise and a recommended way forward will be reported back to Council.

11 Performance Venue

There has been a long held ambition for a major performance venue for Taunton. Firepool could be the ideal location. The Council wishes to review the market for a Performance Venue. This will likely be a multi-functional space that sits in Taunton and possibly at Firepool. Although there is no precise definition for what a Performance Venue should consist of in terms of this project it is probably easiest to define it as:

1. A space for live performances in all media
2. A covered seating arena to allow ideally tiered seating
3. A flexible space that could also accommodate conferences, events and fayres

A suitable expert in the field will be appointed to review the market for such a facility. They will also advise on likely size and car parking requirements. They will be asked to speak to suitable operators and assess the likelihood of securing commercial investment for such. It is noted that both Cardiff and Bristol have live schemes of between 12,000 and 15,000 capacity and these facilities can cost many tens of millions and often also require significant revenue support. It is expected that if this sort of proposal is viable then it would be possible to have such a facility fully funded by private commercial investment but a positive business case will be very challenging.

Once the expert consultant has reviewed the market place a report will be brought back to Council with a recommended way forward.

12 Recommended Delivery Block plan. (Please also refer to Appendix 1)

The proposed Block plan has the following key components, each individual block could be developed as follows. The site would be developed on the basis of six individual and distinct areas as shown on the attached plan but with these plots being connected through the principles established in the Master Plan and site high level business case. This plan is nothing more than indicative at this stage but follows some of the principles contained within the outline planning approval. It is important to note that the Block plan is very similar to the Town Centre Action Plan and subsequent design codes that are current Local Plan policy.

Block 1 - There is strong interest from residential developers for this part of the site this could be a start on site next year

- One block of apartments between the Acorn development and Viridor but positioned to create a gap to allow the space behind to enjoy the river aspect
- This first site is on the back of the river which should be 2 bed apartments with living spaces facing the river view and it is expected to achieve around 20 units
- The L shaped block shown on the plan is also apartments and is intended to enjoy a courtyard that faces out over the river and also over Somerset County Cricket Club

Block 2 – there is strong interest from residential developers for this part of the site – this could be a start on site next year

- We are potentially looking at a contemporary modular Terraced Town House building with some apartments.
- Town House types would be on a 4m, 4.5 and 5m width modules on 3 or 4 stories.

Block 3 – Not market tested as yet but will likely be a follow on to Block 2

- Office uses to complement the proposed innovation centre on Block 6 New access to turn into the site from the new access into NIDR/Trenchard Way
- Refurbishment of the Great Western Goods office into Food and Beverage
- Line the boulevard with buildings probably apartments above active ground floor space for cafes/bars/food related and possibly a local supermarket such as a Tesco Metro/Simply Food of say 4,000 sqft

Block 4 – There will be interest in this but not at the same time as Blocks 1 and 2

- The eastern block is a continuation of Block 2 so it will be housing led exactly as the brief listed above
- Where this block meets the boulevard it should be housing on its eastern and northern edge
- The southern and western edge will have active ground floor space possibly 2 storey in height in places with upto 4/5 stories above of apartment space above
- Parking for the apartments to be in the courtyard
- Block 4 could also be the best possible space for the Performance venue

Block 5 – There is good interest from occupiers – this could be a start on site next year

- The western edge to take a standard rectangular block for a Hotel
- The eastern edge to have a 5 screen cinema with each screen being somewhere around 10m wide by 20 m with a ground floor access foyer taking customers to a first floor reception space with screens beyond or something similar

Block 6 – there is good interest from occupiers but may take a little longer to put together

- Innovation Centre of circa 4,000 sqm
- Possible retention of no 9 Canal Road and providing a terrace of new houses next to it say 4 houses in total

The Block design approach will be further developed and indicative and costed designs worked up for decisions to proceed later in the year.

Blocks 1 and 2 will be taken to the market. The intention is that Block 5 could be easily developed by the Council and further work will be undertaken on bringing forward pre-lets and working up the detailed business case. The hotel part of this report also relates to this block.

Transport/Public Realm/Infrastructure requirements.

This is the key element in the scheme. This is the element that all members of the public can use and enjoy. This will include all of the main public areas of the scheme to include. The quality of the scheme is as much about the spaces around the buildings as the buildings themselves. Key components of this work stream are:

- Creation of the landmark boulevard linking train station with river and onto the Town Centre via Coal Orchard
- It includes all of the public realm area alongside the river and up into the scheme
- It delivers vehicles and pedestrian routes around the site

Service Strategy

- Need to create a surface water culvert along Canal Road until it outflows into Lock – this helps manage floods from Taunton Town Centre
- Review positioning surface water and mains drainage into the road/boulevard to clear the site for clean development
- Gas and power to run in main roads where possible to minimise land take
- Review well designed, high quality service duct approach to make it easier for utility companies to access infrastructure without digging up roads and pathways and leaving unmatched patches

Therefore it is recommended that the public realm and infrastructure elements should be taken forward for conceptual design by the Council together with development of the delivery masterplan to establish the required level of detail and retain the level of control required to deliver the best possible scheme, we will complete this over the next three months.

13 Recommended Masterplan Delivery Approach

It is recommended that a new single developer for the site is not the best way to proceed. This is because the St Modwen experience was a clear example of putting too many eggs into the one basket. The best possible solution is to look at the site not as one large development site but on a master plan basis where the site is shaped by the public realm, the boulevard the Lock and bridges and public spaces and the 400m of waterfront on both River and Canal. These elements can be enjoyed by all residents of Taunton. They should be delivered to the best possible quality and the only organisation that can honestly undertake that task to the benefit of all residents and visitors to the area is the Council. This route will also retain the greatest flexibility to respond quickly to changes in our operating environment.

The Council will produce a Framework Masterplan for the Firepool site. This Masterplan will be presented to the Council for approval and adoption in its role as landowner but also importantly as the Local Planning Authority. Upon adoption, the Masterplan will be a material planning consideration that can be taken into account in the determination of detailed planning applications for the individual plots within the site. It will also provide confidence to the Council in its planning authority role that detailed proposals sit within a broader framework for the wider site which is an important consideration in terms of securing an appropriate mix

of uses across the site and in ensuring that there is a coordinated approach to design and place-making.

Professional officers will provide technical planning and urban design input and guidance to the Team preparing the masterplan in order that the document can be recommended to the Council for adoption in late Summer / early Autumn.

14 Governance - Key Principles

The intention is that a handful of key principles will guide the regeneration of this key site. The masterplan has been broken down into logical blocks each individual block will have its own business case.

It is proposed that all components of the project will be tested by clearly drawn parameters to provide the structure to keep the project focussed and deliverable in quick time. The intent is to have a mechanism to sift proposals that balances market interest, deliverability, viability and quality. The suggested parameters are light touch and are as follows:

1. Financials	:	30%
2. Delivery	:	20%
3. Fits the Masterplan	:	15%
4. Regeneration	:	15%
5. Design	:	20%

The intention is that every use proposal that comes forward either promoted internally or proposed externally is tested against these parameters. Those proposals that score well will enter a traffic light system to assess likely deliverability and resource allocation.

Red is stop this proposal will not achieve the projects objectives. Amber is this is marginal and needs more work. Green is go to business case.

Parameters in a little more Detail

Financials

The intention is to agree a basic block plan that creates some order on the site but keeps flexibility. Each block will have a likely use although not definitive certainly indicative. For the optimum use and block a likely density is assumed. From this data and the wider understanding of the site in relation to infrastructure costs a financial appraisal is produced. Each Block will have its own business plan and delivery plan which will include selling to a developer, a JV or Council self-development. The risks and rewards will be considered block by block.

Delivery

This assesses the deliverability in the following measures:

- i. Likelihood of planning success
- ii. Covenant – ability of occupier to deliver, track record etc
- iii. Funding – proof of funding and level of conditionality of that funding
- iv. Appetite and evidence for pace of delivery

Fits the Plan

The base masterplan is produced as part of the action plan. This will fit with the strategic context of the outline approval from 2018, the Town Centre Action Plan from 2008 and design codes that are current Local Plan Policy. This should also fit the emerging conceptual block plan which will form the conceptual masterplan. Options that do not accord with these plans risk a refusal at planning or compromise key objectives such as the boulevard and will be scored accordingly.

Regeneration

Key drivers are uses that produce highly skilled jobs, general employment, complimentary commercial space (complimentary to the Town), driving GVA. Delivering enhanced and quality and accessible waterfront areas and a significant area of increased public realm. Creating secure space that creates an enhanced environment for locals and visitors to enjoy is an essential outcome.

Design/Quality

The Town and the scheme demands high quality architecture and scoring will reflect this. This will also include issues of sustainability. It is essential that the scheme reflects all of the qualities of our Garden Town status and our emerging waterfront first strategies. We want a Firepool that both respects the architecture in Taunton but also helps to take it forward as well.

15 Links to Corporate Aims / Priorities

The Council is currently preparing a new Corporate Plan. The regeneration of Taunton Town Centre with Firepool as a key component will undoubtedly be a key feature for the benefits and reasons as set out in the main body of this report.

16 Finance / Resource Implications

The Finance implications are to be further considered at business case stage. The budget of £275K allows for the continued funding of the project management team, architect and urban designer, engineers, quantity surveyors and specialist advisers for the Performance Venue and the Hotel and commercial agents together with a suitable contingency.

17 Legal Implications

The decision relating to this report will enable the commencement of legal work to deliver the necessary development approach.

The choice of option will also enable procurement processes to commence, which delivers that option and ensure that the council is fully compliant with the appropriate legislation.

18 Environmental Impact Implications

The environmental implications will be addressed through the planning process which runs parallel to this decision, and our core delivery principles set out above.

19 Safeguarding and/or Community Safety Implications

None related directly to this report. As stated above these issues will be dealt with through the planning process and final design considerations within the build.

20 Equality and Diversity Implications

This report relates to financing the development. The equality and diversity implications of the development are addressed through the design and planning process.

21 Social Value Implications

At this stage we have not carried out a detailed analysis in this area. However we are aware that when we seek a delivery partner there will be opportunities to explore social value within the procurement and building elements of the project. We will ensure social value is taken fully into account in later stages of the project whichever option is taken.

22 Partnership Implications

There are no direct implications for this report at this stage but maybe later in the project.

23 Health and Wellbeing Implications

No known implications in this report

24 Asset Management Implications

The land which is proposed for development is in the ownership of the Council, with one remaining land transaction due to complete imminently. This detailed business case and the chosen development option will therefore be key to future management or disposal of the asset. The asset management team will be involved in the project and have acted as advisors throughout the production of the outline planning application.

25 Consultation Implications

This report relates to the choice of method for delivery of the scheme by the council. The decision is therefore one for councillors to determine so does not require consultation outside of the Council at this stage. Any subsequent planning application will be subject to proper consultation which will be a full and thorough exercise later in the year. There has already been considerable consultation in past years and the content of this proposal is similar to both the outline consented scheme and the preceding Town Centre Action Plan.

26 Scrutiny Comments

Comments from the Scrutiny meeting will be reported verbally at the time of the meeting.

Democratic Path:

- **Scrutiny - Yes**
- **Executive – Yes**
- **Full Council – Yes**

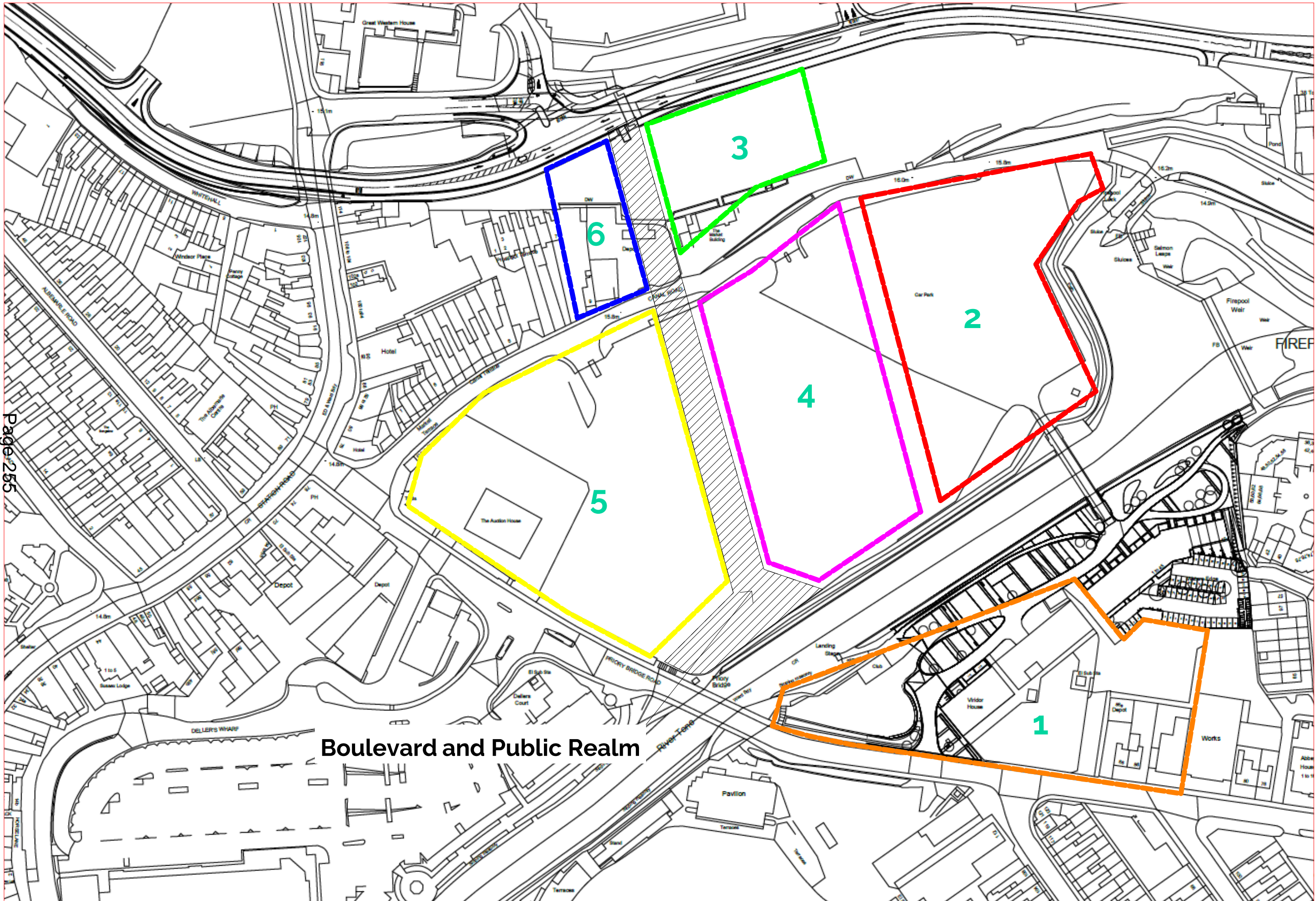
Reporting Frequency: Once only

List of Appendices

Appendix 1	Block Masterplan
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Contact Officers

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Boulevard and Public Realm

By virtue of paragraph(s) 3 of Part 1 of Schedule 12A
of the Local Government Act 1972.

Document is Restricted

By virtue of paragraph(s) 3 of Part 1 of Schedule 12A
of the Local Government Act 1972.

Document is Restricted

Agenda Item 13

EXECUTIVE FORWARD PLAN 2019-20

Meeting	DRAFT AGENDA ITEMS	LEAD OFFICER
18 June 2019	<ul style="list-style-type: none"> • Hinkley Tourism Action Partnership • Firepool • Commercial Acquisition – Confidential Report • Local Plan Issues Document • Local Plan Development Scheme • Planning Cross Party Working Group • Statement of Community Involvement 	N. Maclean J. Barrah J. Barrah L. Higgins P. Browning P. Browning P. Browning
9 July 2019	<ul style="list-style-type: none"> • Otterford Travellers Site 	J. Barrah
23 July 2019	<ul style="list-style-type: none"> • 2018/19 Financial Performance Report 	P. Fitzgerald
13 August 2019	<ul style="list-style-type: none"> • Strategic Flood Scheme • Creech St. Michael Neighbourhood Development Plan 	Ann Rhodes Ann Rhodes
10 September 2019	<ul style="list-style-type: none"> • HPC Strategy 	Mark Leeman
15 October 2019		
12 November 2019		

10 December 2019		
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