

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
Annex 8	ASC contribution review mechanism
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