

## SCHEDULE 3 – COMMUNITY IMPACT MITIGATION

### 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:

**"Annual Community Impact Contribution"** means the sum of **£3,200,000** to be paid in accordance with paragraph 3.1

**"Community Impact Contribution"** means the sum of **£3,500,000** to be paid in accordance with paragraph 2.1; and

**"Stogursey Contribution"** means the sum of **£500,000** to be paid in accordance with paragraph 4.1.

### 2. COMMUNITY IMPACT CONTRIBUTION

- 2.1 NNB GenCo shall not Implement Phase 2 unless the Community Impact Contribution has been paid to West Somerset Council for the purpose of mitigating the intangible and residual impacts of the Development and/or other elements of the Project (if permitted) on the local communities affected by them through projects the objectives of which are to promote or improve the economic, social or environmental well-being of those local communities.
- 2.2 West Somerset Council shall ensure that not less than **£2,000,000** from the Community Impact Contribution is applied solely for projects for promoting or improving the quality of life and/or economic, social or environmental well-being of the local communities in West Somerset Council's administrative area.
- 2.3 West Somerset Council shall ensure that not less than **£1,000,000** from the Community Impact Contribution is applied solely for projects for promoting or improving the quality of life and/or economic, social or environmental well-being of the local communities in Sedgemoor Council's administrative area and particularly in Bridgwater.
- 2.4 West Somerset Council shall ensure that not less than **£500,000** from the Community Impact Contribution is applied solely for projects for promoting or improving the quality of life and/or economic, social or environmental well-being of the local communities in Sedgemoor Council's administrative area and particularly in Cannington.
- 2.5 West Somerset Council shall take into account the recommendations of the Board when deciding how to apply the Community Impact Contribution.

### 3. ANNUAL COMMUNITY IMPACT CONTRIBUTION

- 3.1 NNB GenCo shall pay the Annual Community Impact Contribution to West Somerset Council in the following instalments:
- 3.1.1 the sum of **£1,600,000** prior to the first anniversary of the Implementation of Phase 2; and
- 3.1.2 the sum of **£1,600,000** prior to the second anniversary of the Implementation of Phase 2,

for the purpose of mitigating the intangible and residual impacts of the Development and/or other elements of the Project (if permitted) on the local communities affected by them through projects the objectives of which are to promote or improve the economic, social or environmental well-being of those local communities

3.2 The parties agree that West Somerset Council may apply up to **£80,000** from the Annual Community Impact Contribution for the purpose of contributing towards the costs of the Parish Liaison and Community Safety Officer and Joint Community Safety Project Officers to be employed by West Somerset Council, Sedgemoor Council and/or the County Council as referred to in Schedule 4.

3.3 West Somerset Council shall take into account the recommendations of the Board when deciding how to apply the Annual Community Impact Contribution.

#### 4. **STOGURSEY CONTRIBUTION**

4.1 NNB GenCo shall not Implement Phase 2 unless the Stogursey Contribution has been paid to West Somerset Council for the purpose of community impact mitigation measures in the parish of Stogursey, and West Somerset Council shall make such amount available to Stogursey Parish Council to draw down on reasonable notice for such purpose in accordance with paragraph 4.2

4.2 Community impact mitigation measures put forward by Stogursey Parish Council or community impact measures within Stogursey which have the written support of Stogursey Parish Council (who shall have considered and voted upon such measures at an open public meeting) shall be considered by West Somerset Council's Cabinet without reference to the Board.

4.3 Notwithstanding paragraphs 4.1 and 4.2, it is agreed that nothing shall prevent Stogursey Parish Council and residents of the parish of Stogursey from submitting bids to the Board for funding from the Community Impact Contribution and the Annual Community Impact Contribution (and such bids shall be considered by the Board in accordance with the criteria and procedures set out in Schedule 1).

#### 5. **REVIEW**

West Somerset Council, the County Council, Sedgemoor Council and NNB GenCo shall review the application of the Community Impact Contribution, the Annual Community Impact Contribution and the Stogursey Contribution prior to the determination of the Development Consent Application and any agreed modifications shall be documented in the Development Consent Obligations.

#### 6. **MAXIMUM LIABILITY OF NNB GENCO**

The maximum liability of NNB GenCo pursuant to this Schedule 3 is **£7,200,000**, being the aggregate amount of the Community Impact Contribution, the Annual Community Impact Contribution and the Stogursey Contribution Index Linked in accordance with clause 14 and together with any Interest due pursuant to clause 15.