



# The Sizewell C Project

## 8.4 Planning Statement Appendix 8.4L HPC Section 106 Agreement Part 1 of 2

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December 2020

Planning Act 2008  
Infrastructure Planning (Applications: Prescribed  
Forms and Procedure) Regulations 2009



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

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**DEED OF DEVELOPMENT CONSENT  
OBLIGATIONS**

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

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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;

**"Combwich Site"** means the land at Combwich, 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 [REDACTED];

**"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 I4);

**"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 Combech 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 Combech 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 [REDACTED]
  - 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 [REDACTED]
  - 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 [REDACTED] 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:

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

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:

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

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:

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

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, Combwich 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;

**"Combwich 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:

<b>Officer</b>	<b>Proportion of time to be spent in the case of a normal working week exclusively on the Project</b>
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.



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

Authorised signatory

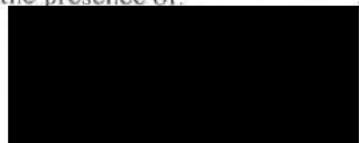


( The COMMON SEAL of  
( SOMERSET COUNTY COUNCIL was  
( hereunto affixed in the presence of:

Authorised signatory

Number in Register  
23515

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



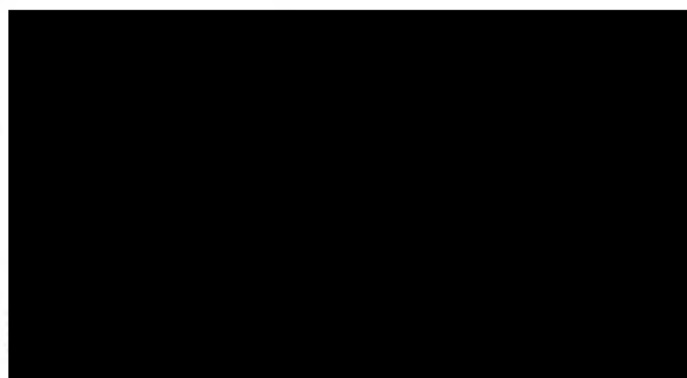
Authorised signatory



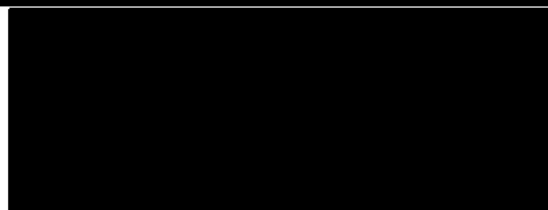
**SIGNED** as a **DEED** by **EDF** )  
**DEVELOPMENT COMPANY LIMITED** )  
acting by two directors or one director and )  
the company secretary: )

Director

~~Director~~/Secretary



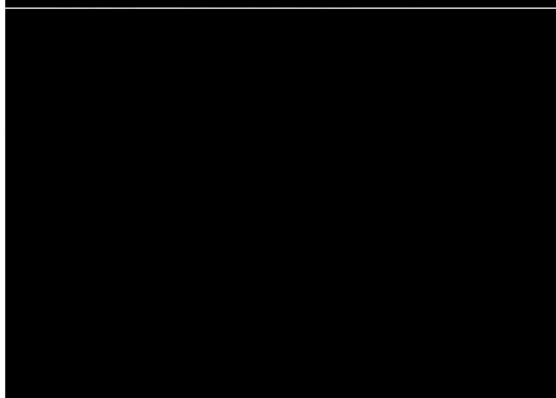
**SIGNED** as a **DEED** by **EDF ENERGY** )  
**NUCLEAR GENERATION LIMITED** )  
acting by a director in the presence of: )



Witness



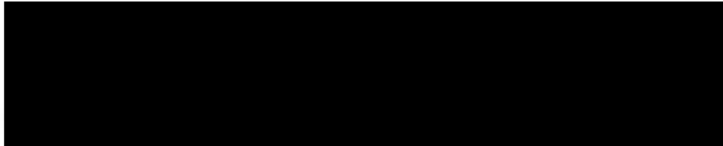
Witness name, address and occupation



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



Director



Director/Secretary

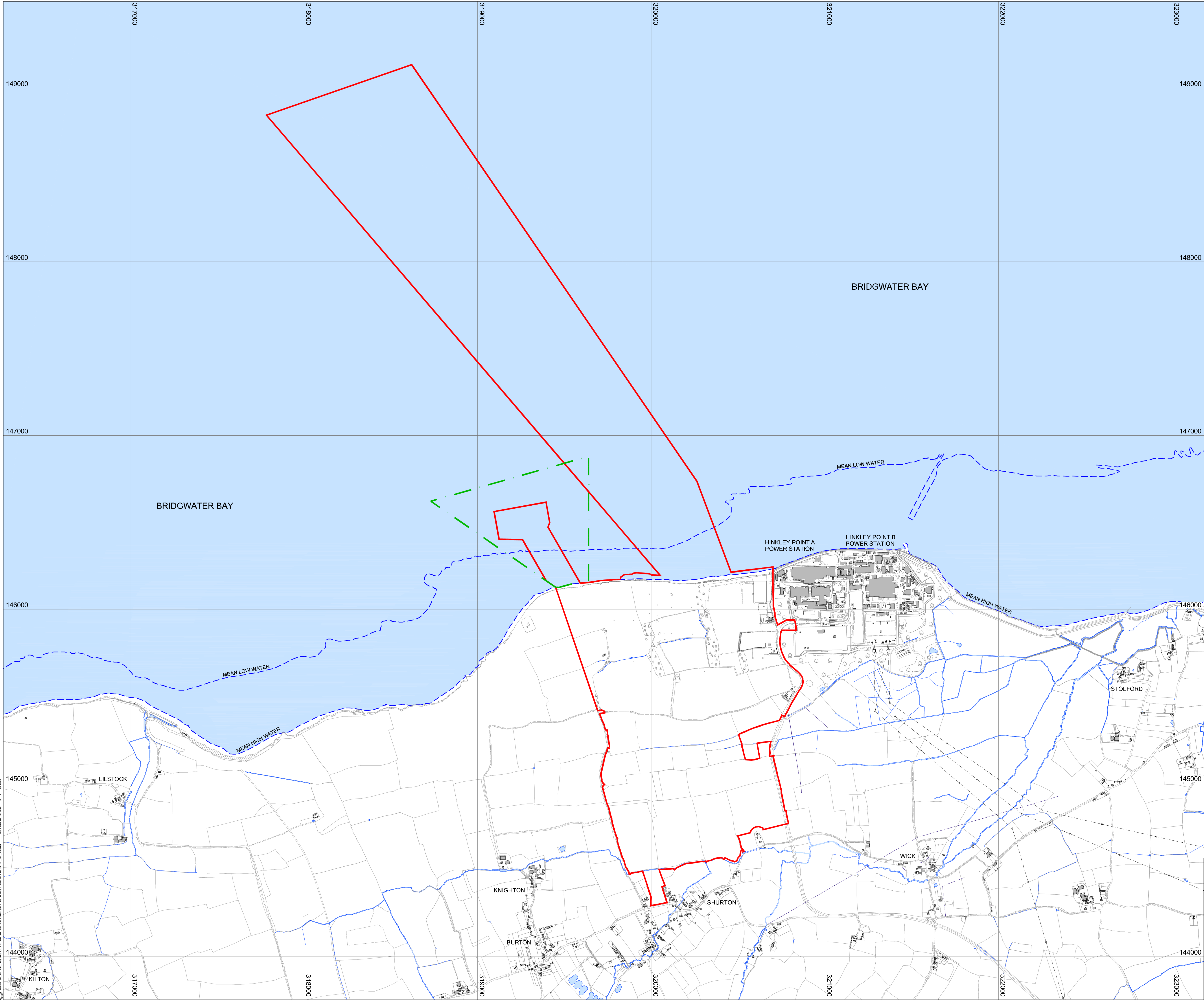
## LIST OF PLANS AND ANNEXES

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



## PLANS 1A TO 1H - SITES





### NOTES

- EDF AERIAL TOPOGRAPHY SURVEY MAPPING DATA WITH A BASE SCALE OF 1:5000 AND OS MASTERMAP TOPOGRAPHY LAYER DATA WITH A BASE SCALE OF 1:1250 ADOPTED AS DRAWING BACKGROUND TOPOGRAPHY DATA.
- ALL CO-ORDINATES ARE IN METRES AND ARE BASED ON THE NATIONAL GRID.

### KEY

HINKLEY POINT C DEVELOPMENT SITE BOUNDARY - ORDER LIMITS

TEMPORARY JETTY SEAWARD HARBOUR LIMITS

N

E

S

W

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B	AUG 2012	NNB JS	NNB	FOR SUBMISSION	NNB
A	MAY 2012	NNB JS	NNB	FOR SUBMISSION	NNB
REVISION	DATE	DRAWN	CHECKED	REASON FOR REVISION COMPLETES	APPROVED

HINKLEY POINT C

DRAWING TITLE

HPC DEVELOPMENT SITE

PLAN 1A

PROJECT DRAWING REFERENCE NO.

HPWP/20

REVISION

B

SCALE

1:7,000 @ A0

DATE

AUG 2012

DOCUMENT

DCO SECTION 106 AGREEMENT

SCALE BAR

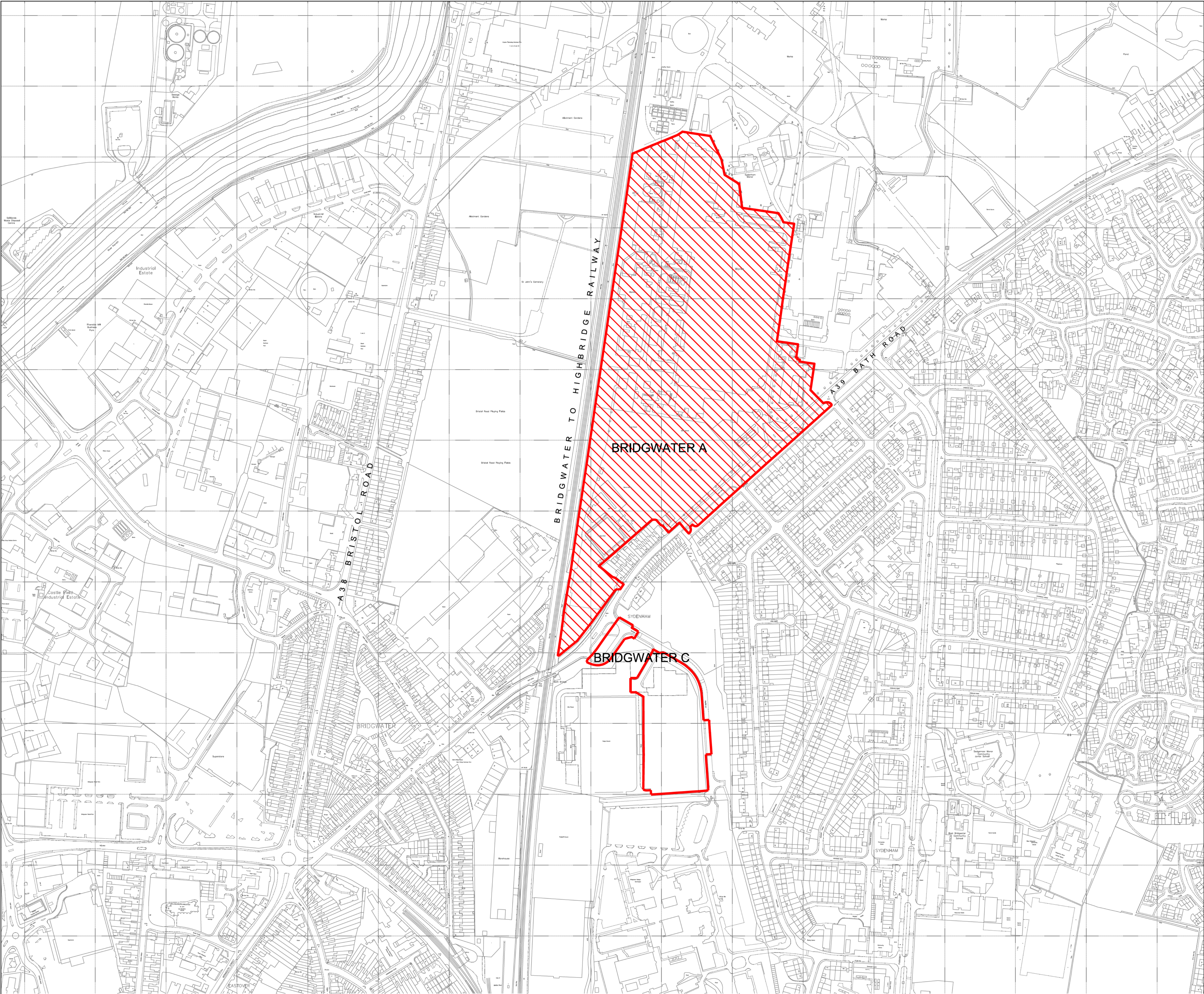
0 100 200 400 600 800 METRES

DRAWING SECURITY CLASSIFICATION


☐ PROTECTIVE MARKING REQUIRED


☒ NOT PROTECTIVELY MARKED

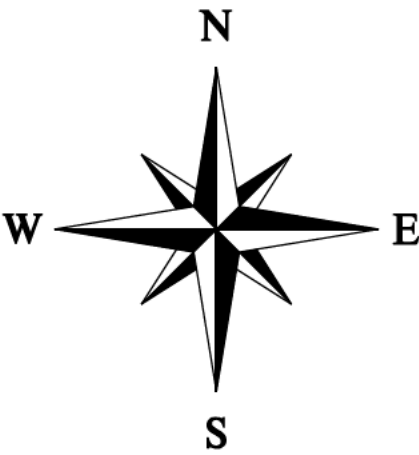




KEY

 BRIDGWATER A SITE BOUNDARY

 BRIDGWATER C SITE BOUNDARY



010 25 50 100 200 300

metres

Scale 1:2500 @ A1 OS Grid at 100m

Drawn : CFA

Date : Aug 2012



Hinkley Point C

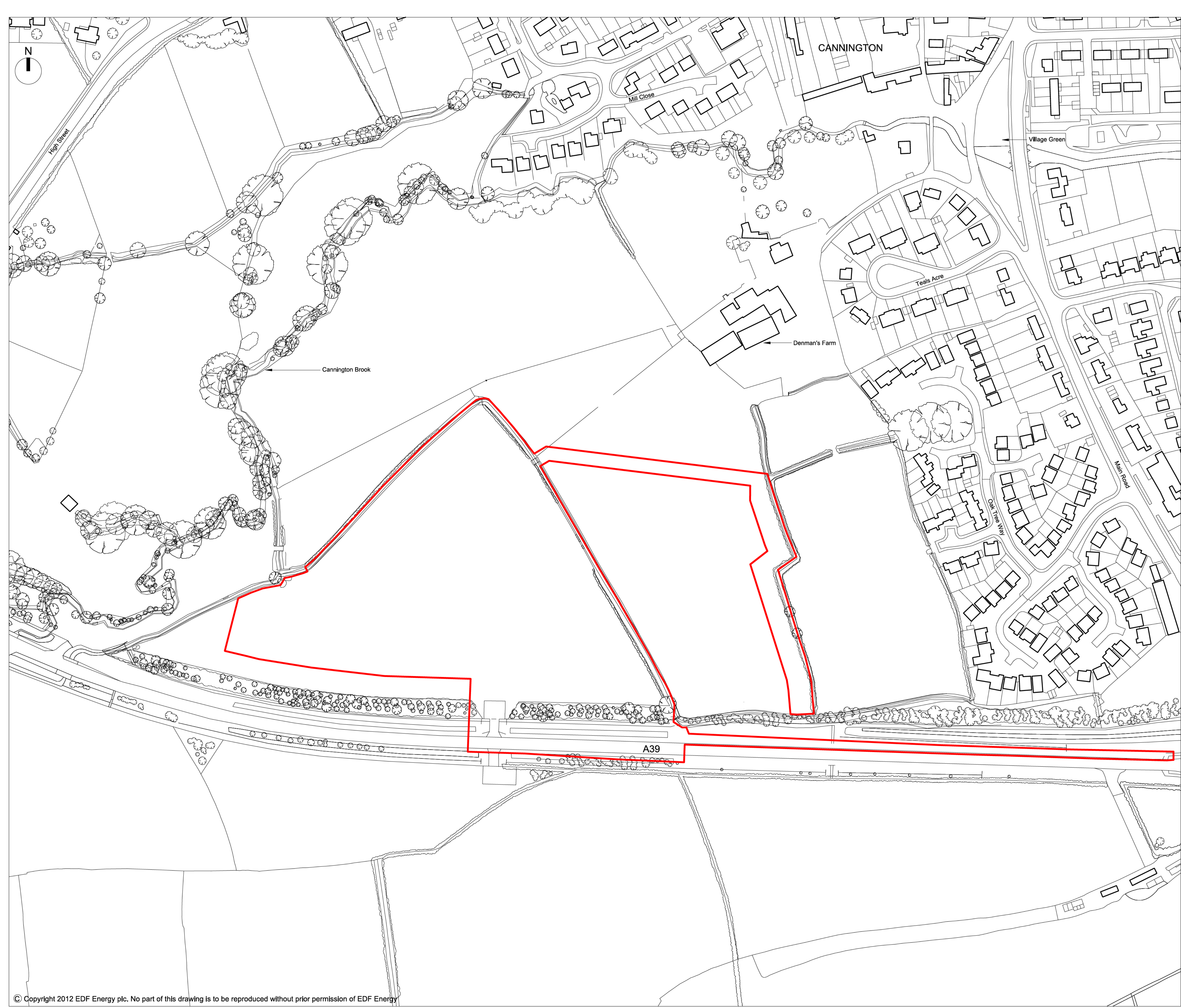
DCO Section 106 Agreement

Plan 1B

Bridgwater Accommodation Campuses

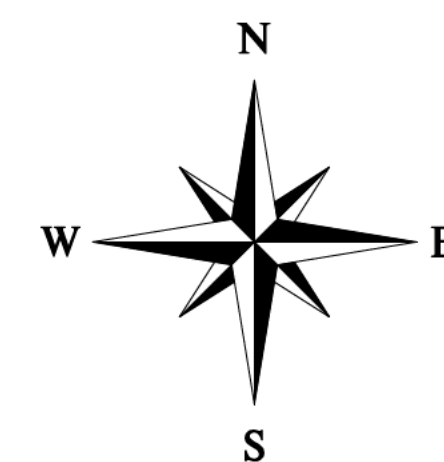
(Bridgwater A and C)





KEY

 SITE BOUNDARY



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metres

Scale 1:1250 @ A1

Drawn : CFA

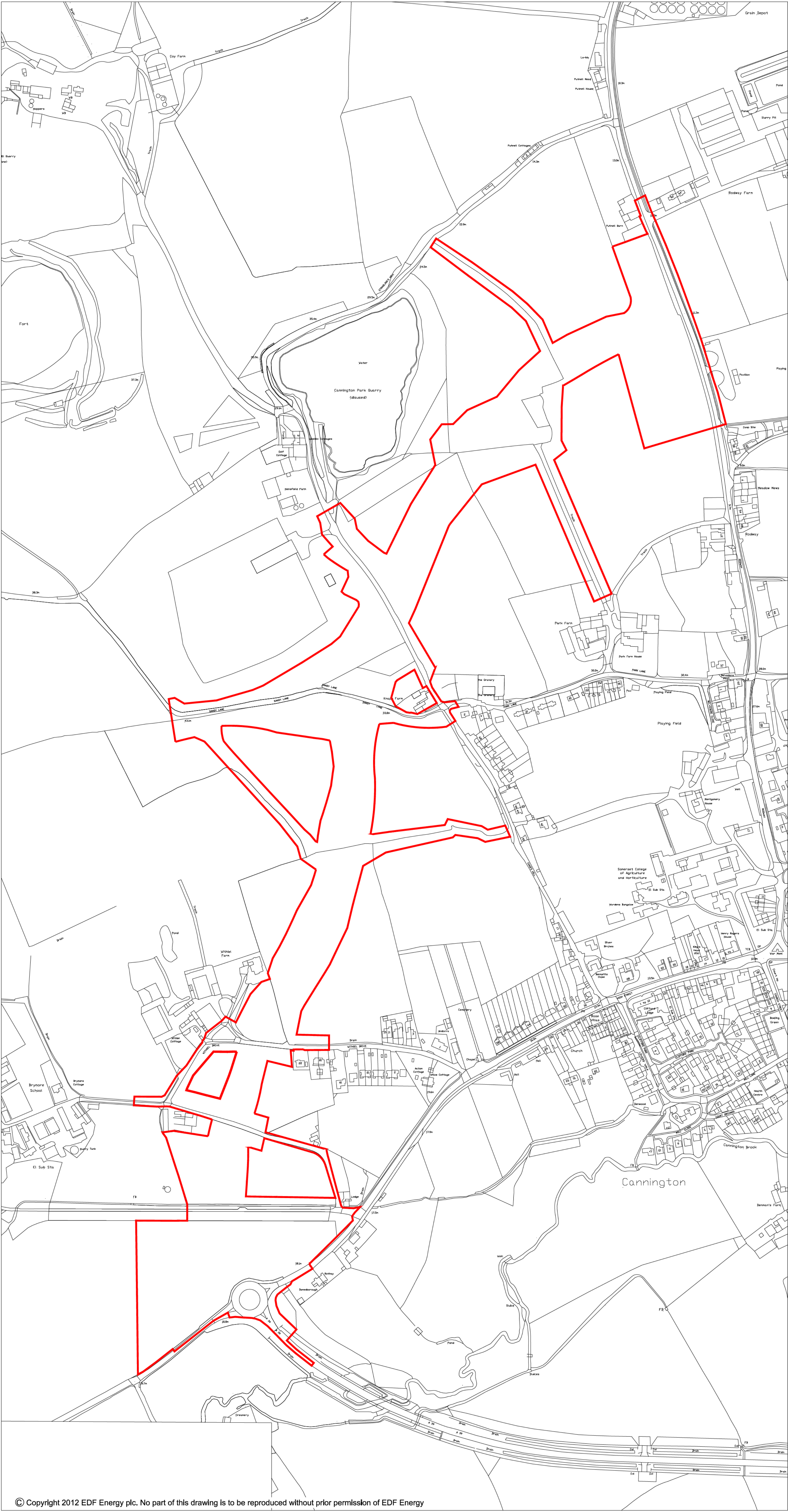
Date : Aug 2012



Hinkley Point C  
DCO Section 106 Agreement

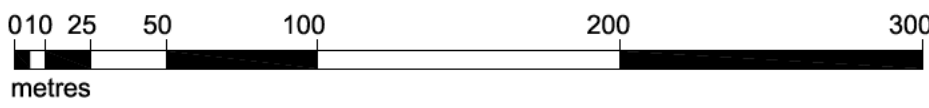
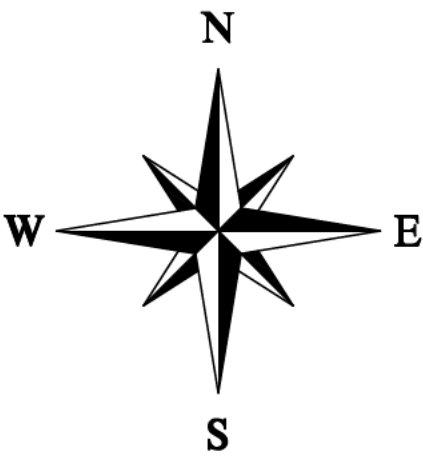
Plan 1C  
Cannington Park and Ride





KEY

 SITE BOUNDARY



Scale 1:2500 @A1

Drawn : RH

Date : Aug 2012



Hinkley Point C  
DCO Section 106 Agreement

Plan 1D  
Cannington Bypass





Date: Aug 2012

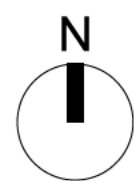


Plan 1E  
Combwich Wharf









Stock Moor

A38

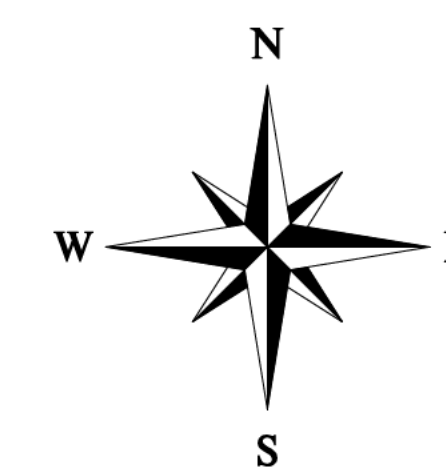
Huntworth Roundabout

M5

KEY



SITE BOUNDARY



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metres

Scale 1:1250 @ A1

Drawn : CFA

Date : Aug 2012




Hinkley Point C  
DCO Section 106 Agreement

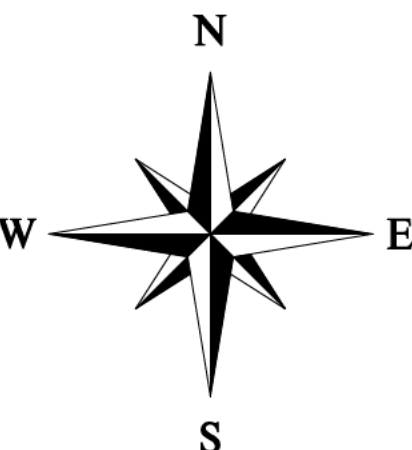
Plan 1G  
Junction 24





**KEY**


 SITE BOUNDARY



Scale 1:1250 @ A1

0 10 25 50 100 metres

Drawn : CFA	Date : Aug 2012
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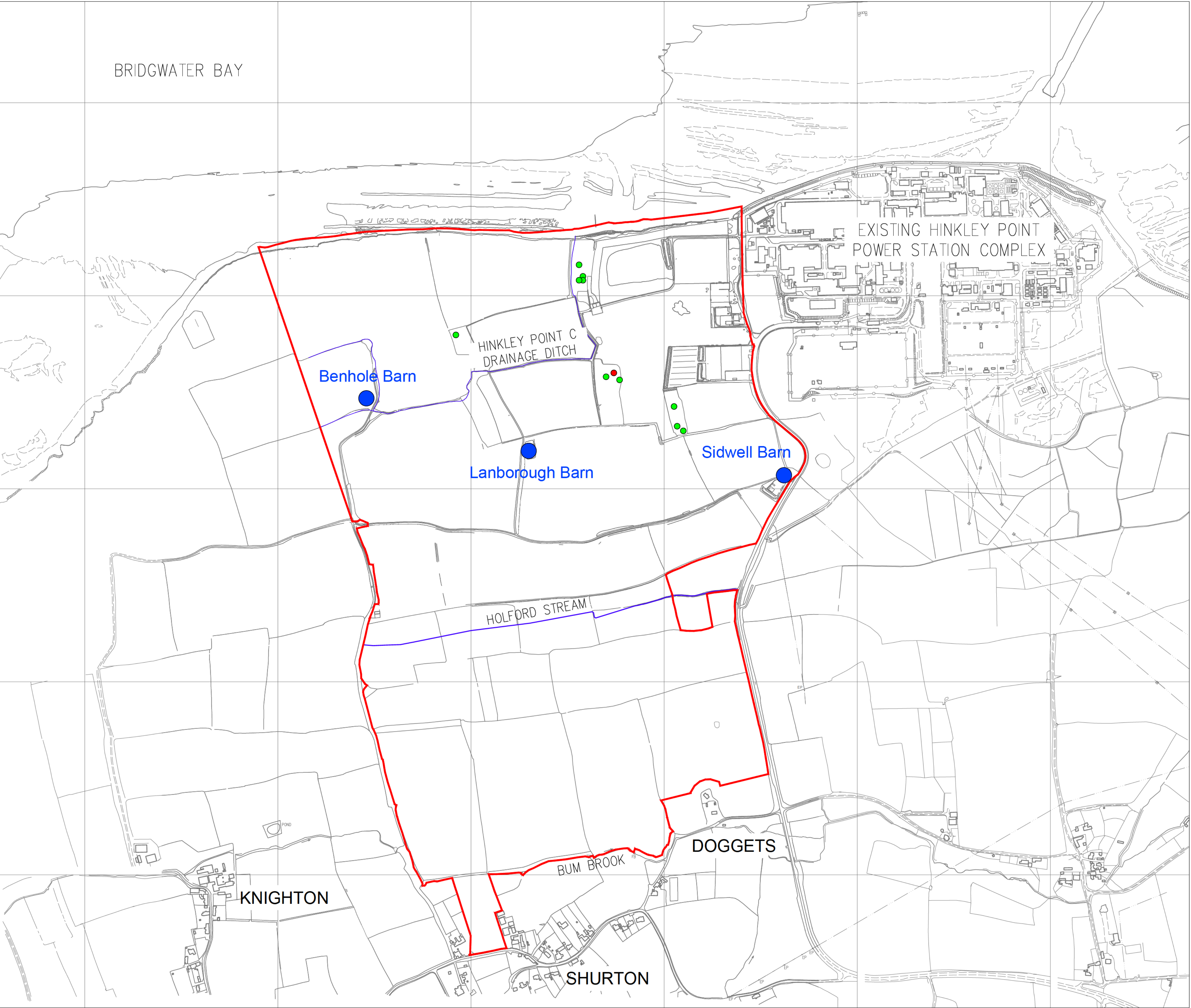
Hinkley Point C  
DCO Section 106 Agreement

Plan 1H  
Williton





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## PLAN 2 - BARNS

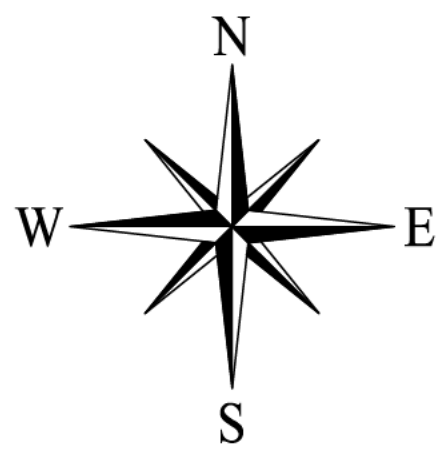




**KEY**

-  PLANNING APPLICATION SITE BOUNDARY (APPLICATION BOUNDARY ALSO REPRESENTS LAND UNDER THE CONTROL OF EDF ENERGY.)
-  BARNs TO BE DEMOLISHED
-  TREES WITH MEDIUM-HIGH POTENTIAL TO SUPPORT A BAT ROOST, TO BE REMOVED
-  CONFIRMED BAT TREE ROOST TO BE REMOVED (UNDER LICENCE)

FURTHER DETAILS OF THE BAT SURVEYS WHICH DEFINE WHICH TREES SHALL BE FELLED ARE DETAILED IN APPENDIX 4, CHAPTER 11 OF THE ENVIRONMENTAL STATEMENT.



0 100 500m  
Scale 1:5,000 @ A1 OS Grid at 500m

Drawn : MCP

Date : Sept 11

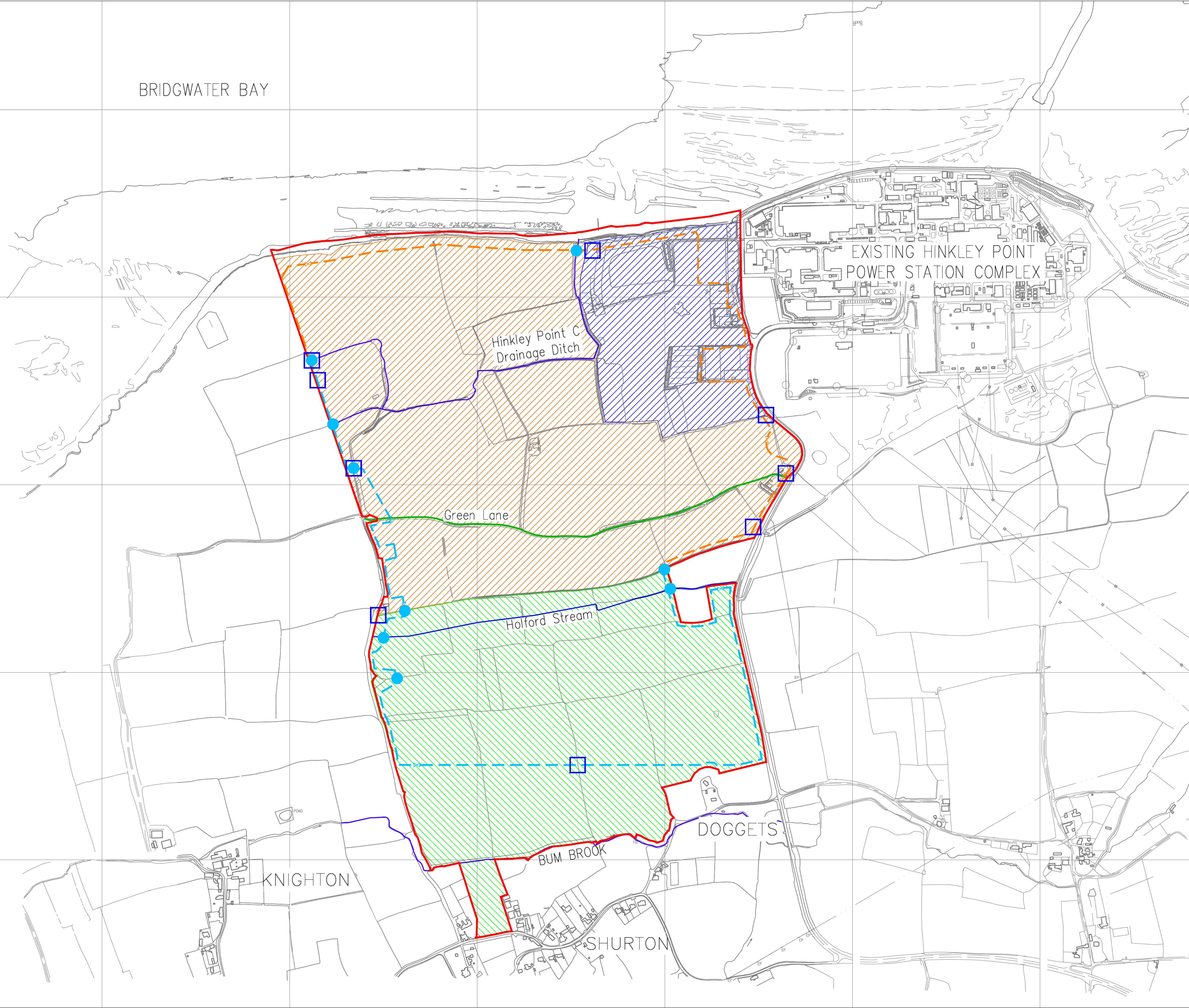


Hinkley Point C  
Preliminary Works  
Site Preparation Works

Plan 2

## PLAN 3 - FENCING IN PHASE 0



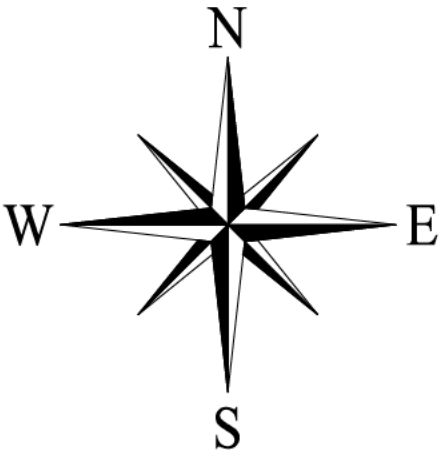


- KEY
- PLANNING APPLICATION BOUNDARY
  - BUILT DEVELOPMENT AREA WEST
  - BUILT DEVELOPMENT AREA EAST
  - SOUTHERN CONSTRUCTION PHASE AREA
  - PHASE 0 SECURITY FENCE
  - PHASE 1 SECURITY FENCE
  - PHASE 1 FENCE CROSSING CULVERT
  - FOOTPATH CROSSING FENCE

AT EACH FOOTPATH CROSSING A GAP OF 3m WILL BE LEFT, 1.5m EITHER SIDE UNTIL PROVISION OF THE ALTERNATIVE FOOTPATH DURING PHASE 1 WHEREUPON THE FENCE WILL BE COMPLETED.

DURING PHASE 0 FENCING WORK WOULD NOT EXTEND TO WITHIN 10m EITHER SIDE OF ANY CULVERT. THE CULVERT AND INTERVENING FENCE WOULD BE COMPLETED DURING PHASE 1.

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0 50 100m

Scale: 1:5,000 @ A1 OS Grid at 500m

Drawn : MCP

Date : Sept 11



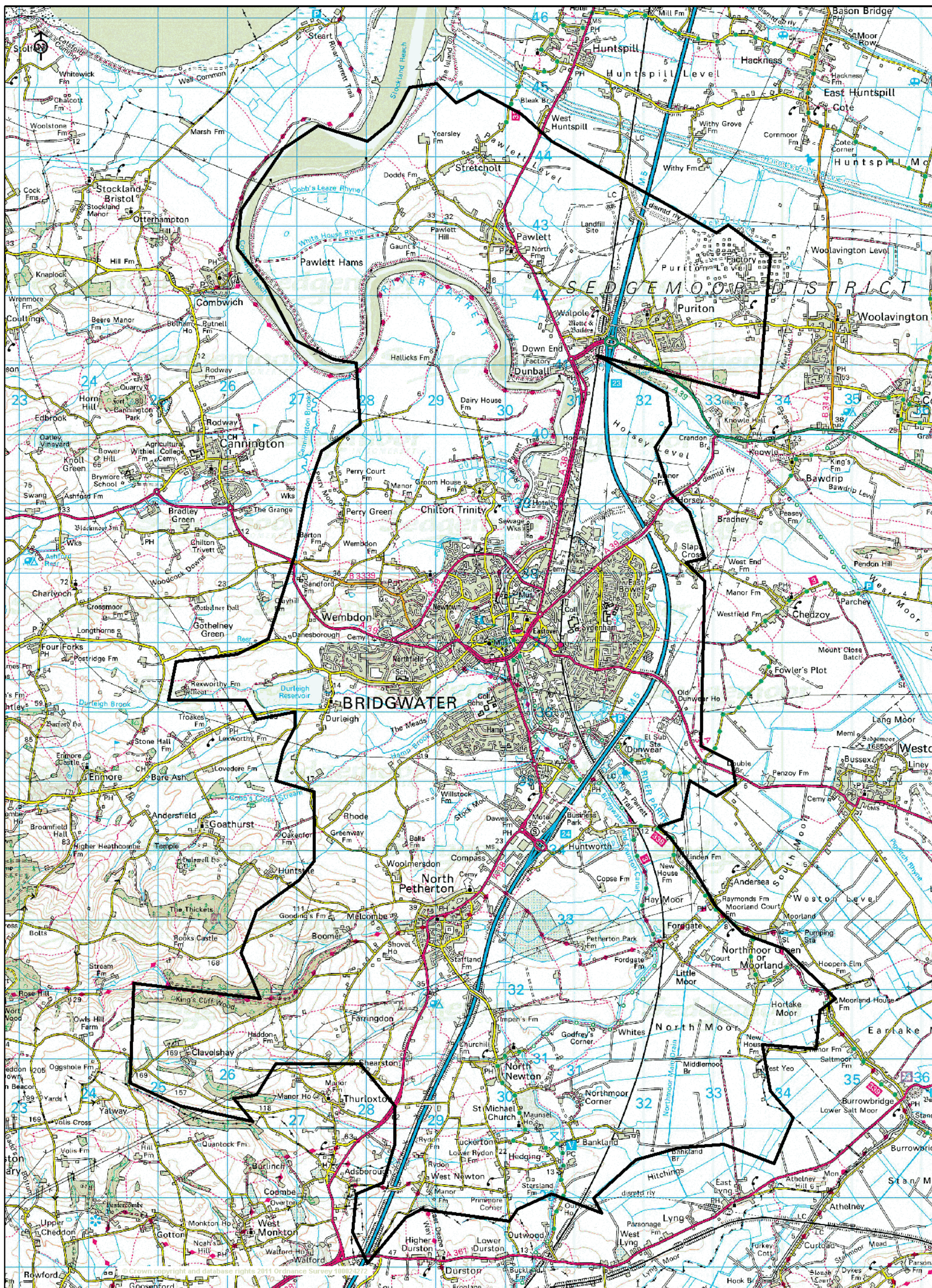
Hinkley Point C  
Preliminary Works  
Site Preparation Works

Plan 3



## PLAN 4 - BRIDGWATER

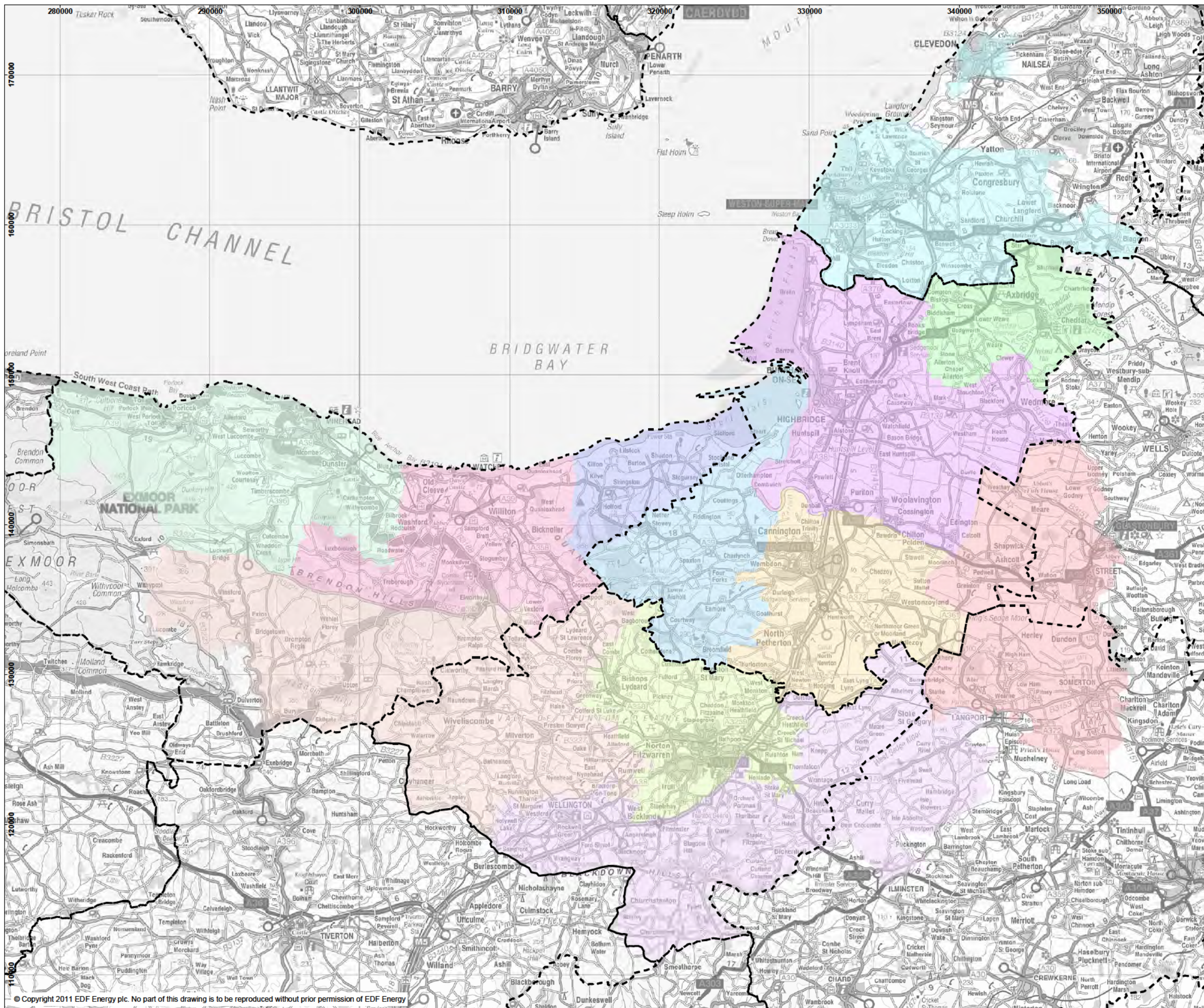






## **PLAN 5 - WARD CLUSTERS**





**KEY**

LOCAL AUTHORITIES

Distribution of Housing Fund

Ward Clusters

Bridgwater

Burnham and Highbridge

Cannington

Cheddar and Clevedon

Glastonbury

Hinkley Point

Minehead

Somerset South

Somerset West

Taunton

Watchet and Williton

Weston-super-Mare

N

E

S

W

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edf

ENERGY

DOCUMENT:

HINKLEY POINT C PROJECT

WARD CLUSTERS

FIGURE NO:

PLAN 5

REVISION:

01

DATE:

MAY 2012

DRAWN:

M.H

SCALE:

1:226,000@A3

SCALE BAR:

0

5

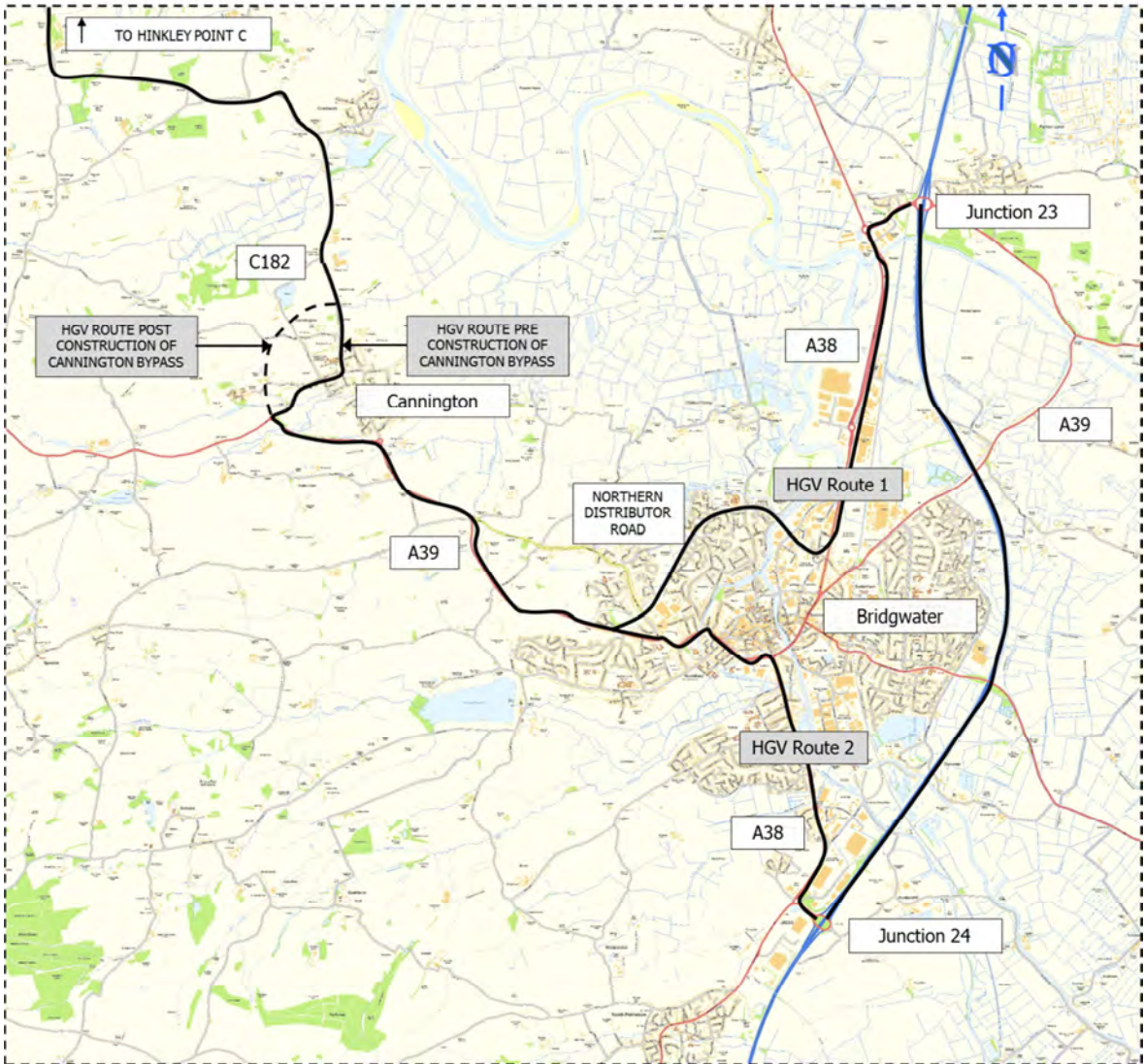
10Kilometres

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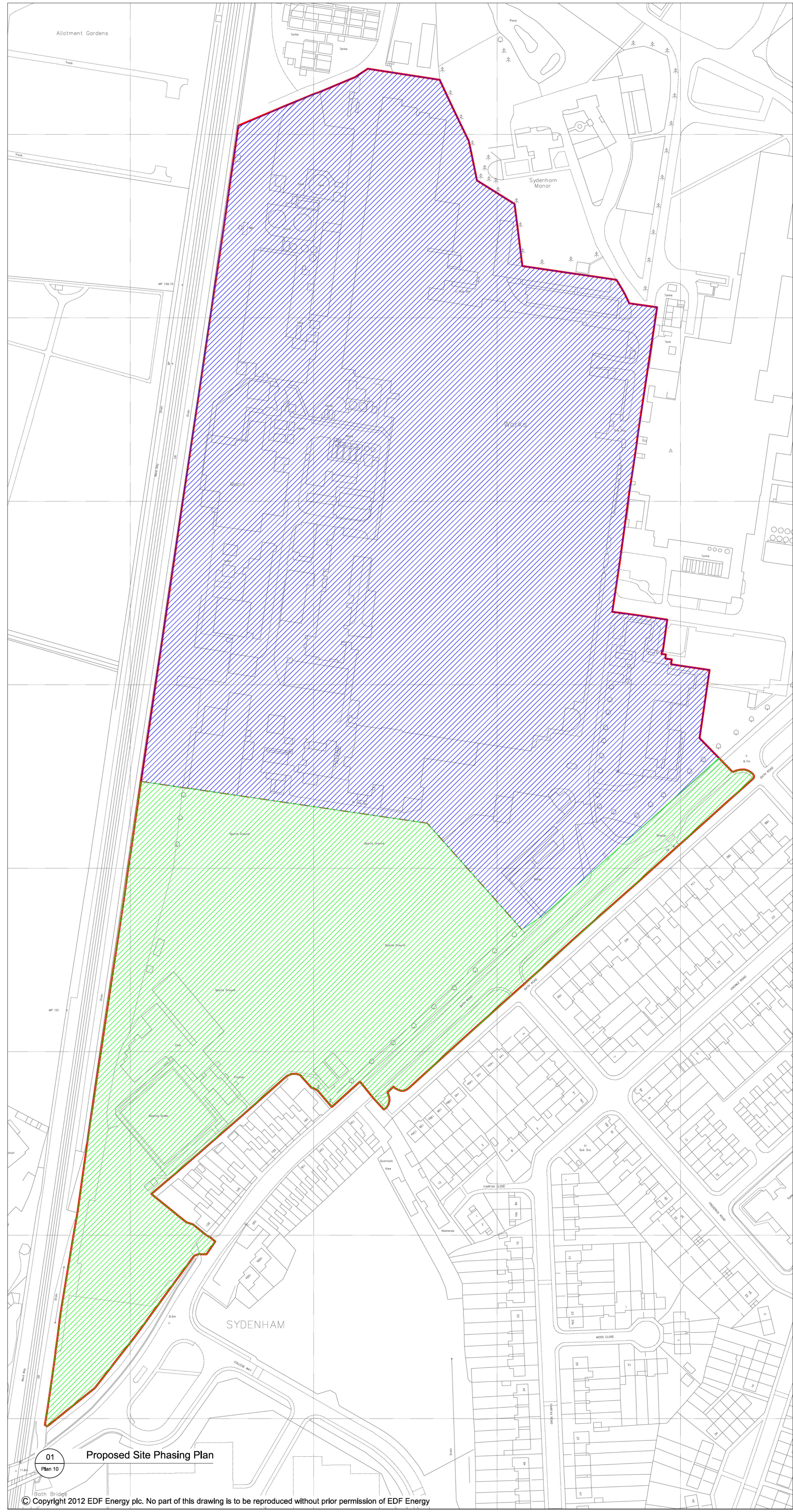
**PLAN 6 - HGV ROUTE 1 AND HGV ROUTE 2**

Plan 6 – HGV Routes


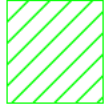



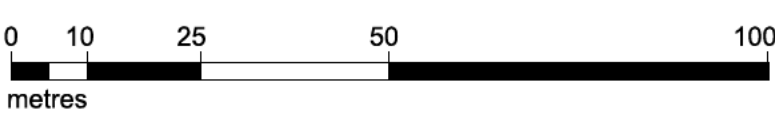
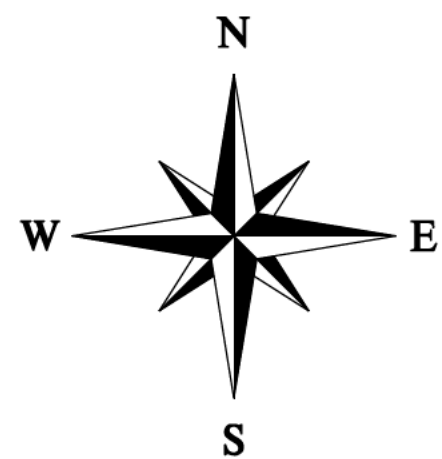
## **PLAN 7 - BRIDGWATER A PHASING**





KEY

-  SITE BOUNDARY
-  PHASE ONE WORKS
-  PHASE TWO WORKS



Scale 1:1000 @ A1 OS Grid at 1000m

Drawn : CFA

Date : August 2012



Hinkley Point C  
DCO Section 106 Agreement

Plan 7  
Bridgwater A Phasing Plan

01

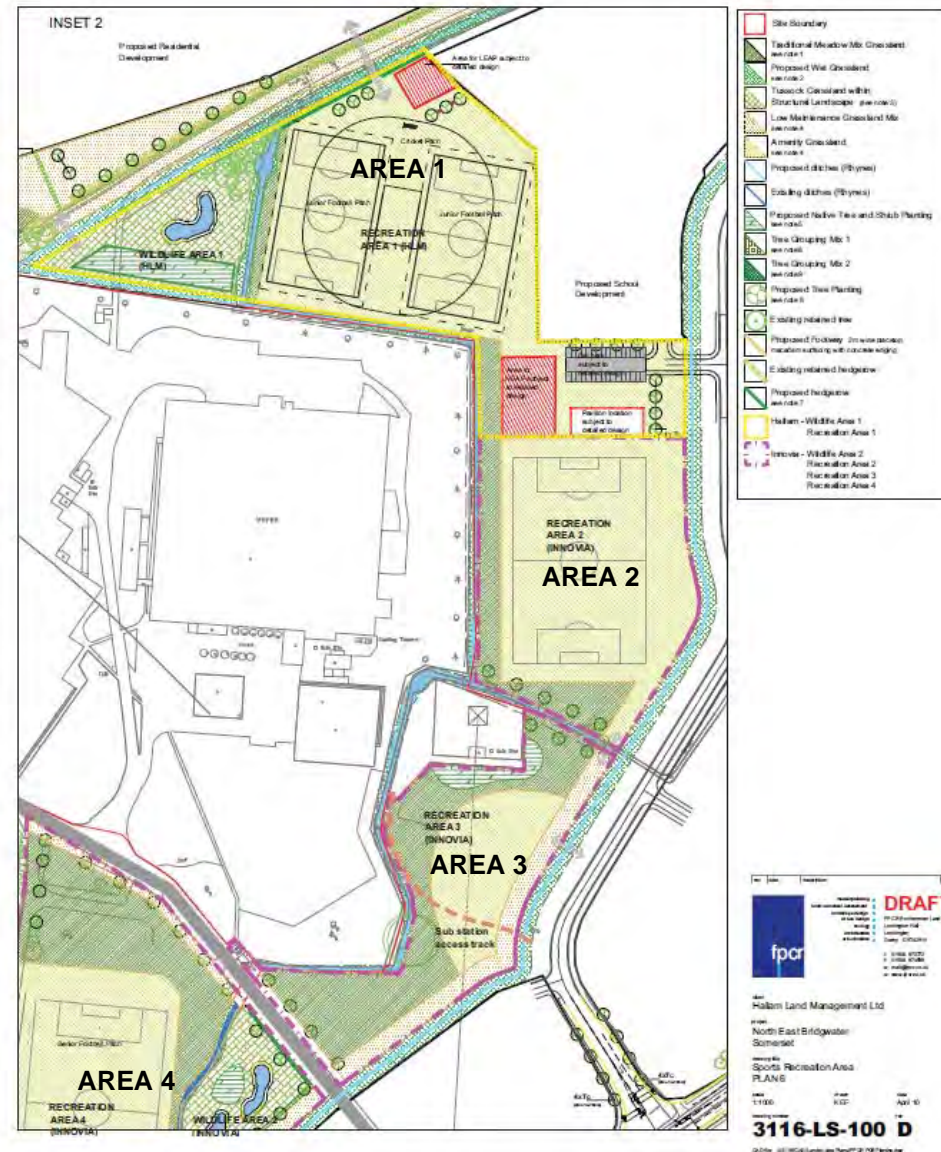
Plan 10

Proposed Site Phasing Plan



## **PLAN 8 - AREAS FOR REPLACEMENT SPORTS PITCHES**

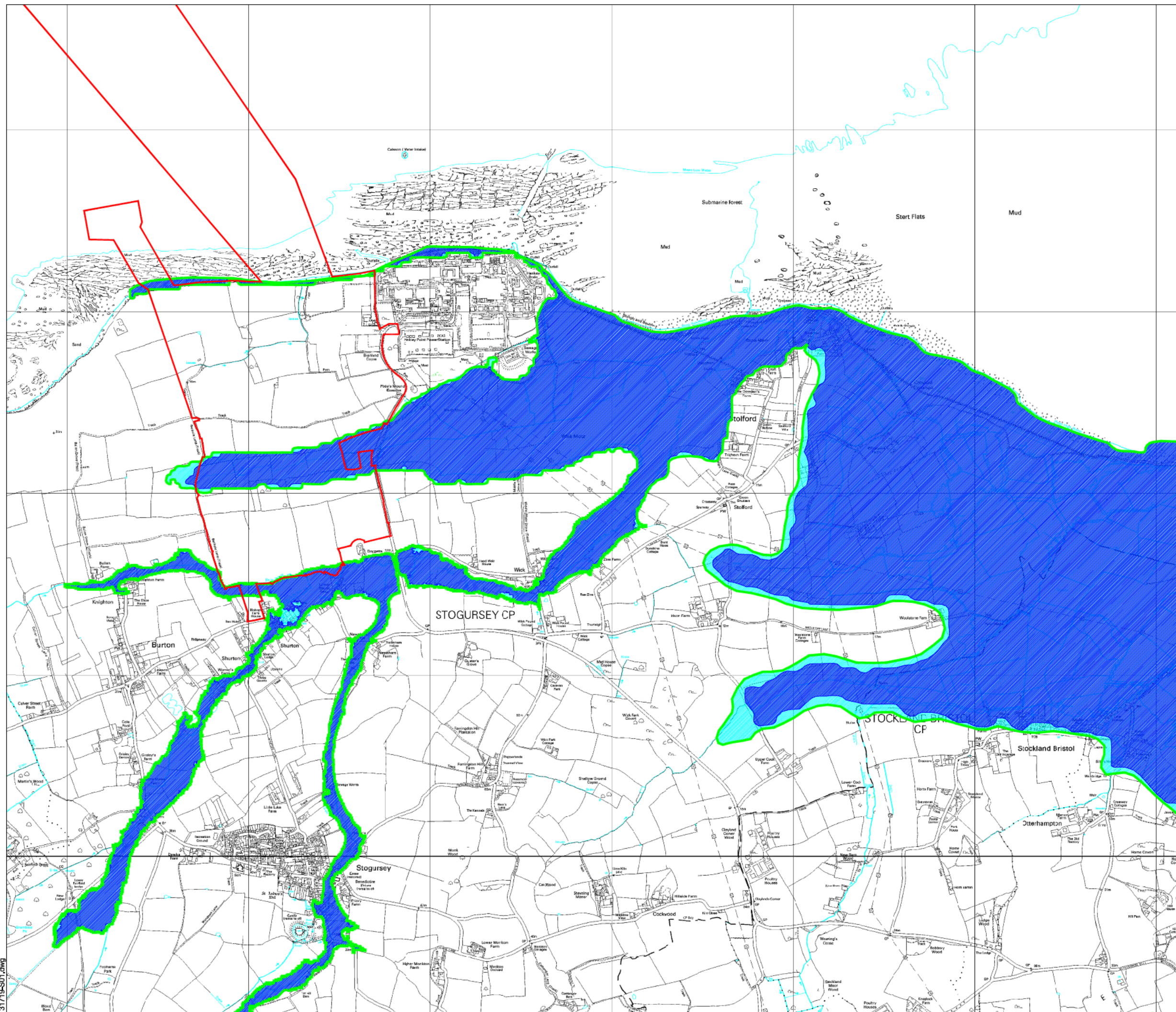
## PLAN 8



**NOT PROTECTIVELY MARKED**

## PLAN 9 - STOLFORD AREA





# KEY

- Hinkley Point C Development Site Boundary
- 'Stolford Area'
- Flood Map - Flood Zone 2
- Flood Map - Flood Zone 3



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0 400 1000m

Scale 1:20,000 @ A3. OS Grd @1000m Spacing

Drawn : J.P.

Date : August 12



Stolford Area

Plan 9

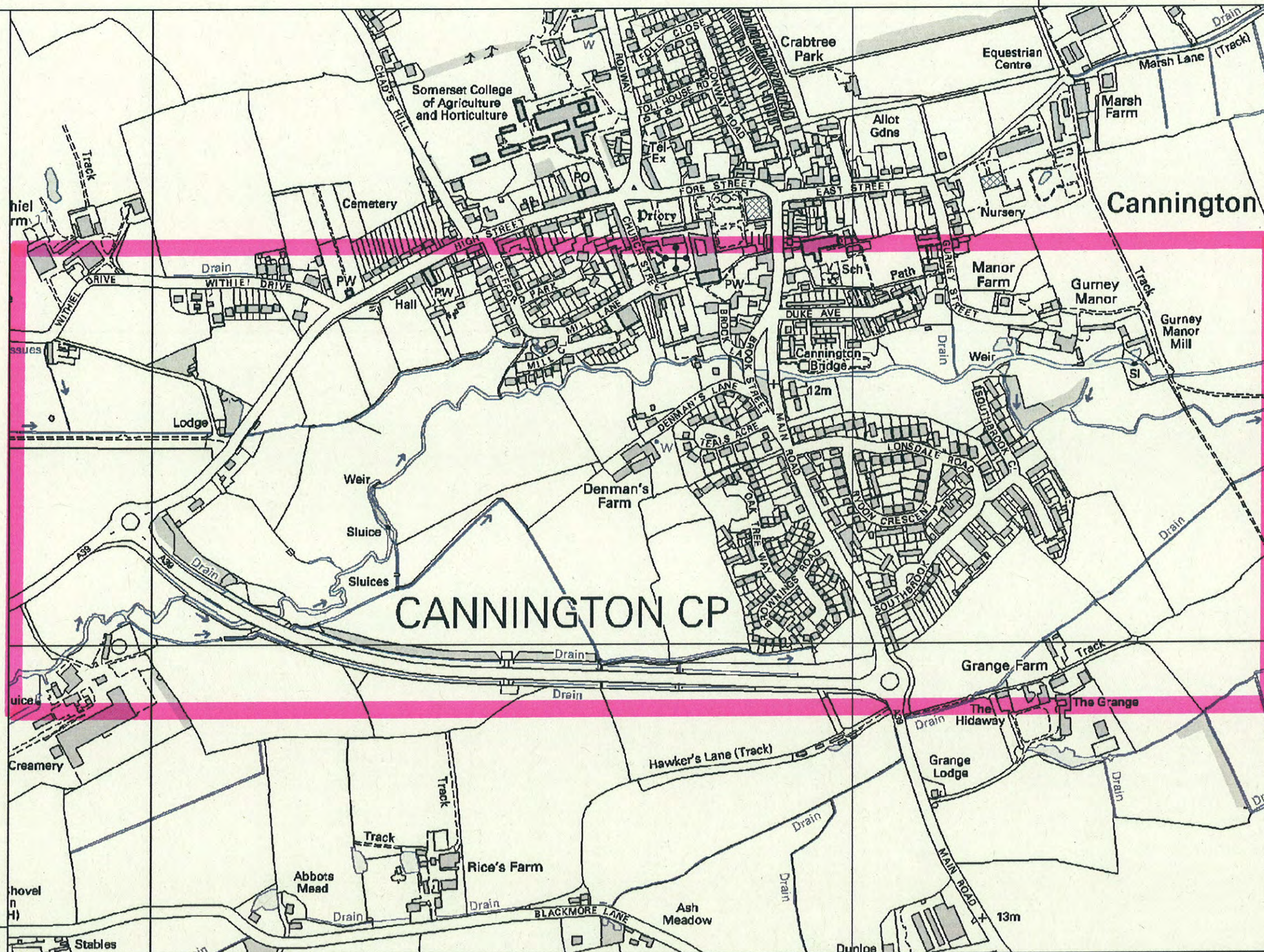
Rev 03

31719-S01.dwg

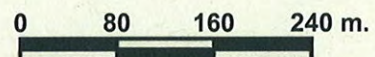
**PLAN 10 - CANNINGTON FLOOD SCHEME AREA**



### Legend



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## **ANNEX 1 - CONSTRUCTION WORKFORCE DEVELOPMENT STRATEGY**

# APPENDIX C: CONSTRUCTION WORKFORCE DEVELOPMENT STRATEGY

NOT PROTECTIVELY MARKED

NOT PROTECTIVELY MARKED

## CONTENTS

C1.1	STRATEGIC CONTEXT .....	11
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## FOREWORD

The Construction Workforce Delivery Strategy, (CWDS) has been developed through collaborative working with a range of skills and employment stakeholders and agencies in Somerset. This work has been fully supported by the authorities in Somerset who have contributed to the review of the detailed technical work at the monthly Skills Operations Meetings, as well as providing invaluable local insights to support the evolution of the strategy and, in particular, to comment on the detailed skills and employment interventions contained within this document. A detailed Technical Review has been completed by the authorities and changes to reflect their feedback has been incorporated through the document (see **Appendix 1** for cross-reference)

The Construction Workforce Team, (CWT) would like to thank the following organisations for their contribution to the projects:

- Bridgwater College and in particular the Construction Skills Centre project team.
- Cogent.
- Constructionarium.
- Skills Funding Agency.
- South West Apprenticeship Company.
- Wessex JobCentre Plus and in particular the members of the Employment Brokerage project team.
- West Somerset Community College and in particular the Hinkley Ready Skills and Hinkley Enterprise Project team members.
- The officers and members of, and consultants to, Sedgemoor District Council, Somerset County Council and West Somerset Council.

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## PREAMBLE

The Construction of Hinkley Point C is one of the largest and technologically complex construction projects ever to be built in the UK and will require a highly skilled and competent construction workforce. With a build programme of approximately nine years, it provides an invaluable opportunity for sustained employment for people who live in Somerset. Individuals will be able to start and develop their careers in construction to reach their full potential. It is in this respect that the project provides a unique opportunity and the Construction Workforce Development Strategy (CWDS) has been designed to create pathways to the opportunities for Somerset people.

EDF Energy is committed to planning effectively and robustly for the skills and employment interventions at HPC during both the construction and operation phase of its life. This will ensure that opportunities for the employment of people in West Somerset, Sedgemoor and the county of Somerset are maximized and ensure that EDF Energy and its contractors at Hinkley Point C have access to people with the right skills at the right time.

The CWDS has been developed to match the needs of the community with the specific demands created by the project. The strategy therefore adopts a 'demand led' approach; the 'demand led' approach puts employment opportunities at the heart of the skills model. Effective and detailed labour market forecasting, in combination with close supply chain partner liaison, provides clear indicators for potential job opportunities and vacancies. The labour market intelligence developed by EDF Energy, to support the construction of Hinkley Point C, is used to design the skills curriculum for any given period of the build programme. The skills and employment infrastructure that is provided as a result of implementing the CWDS will enable individuals to be matched to training that best suits their potential. Further factors are also considered including the potential demand for skills and occupations within the Somerset economy and whether particular skills will offer individuals the opportunity for sustainable employment.

The principles contained within the CWDS were first developed as part of the original 'Dillington Vision'<sup>1</sup>, which formed the basis of EDF Energy's stage 2 consultation commitments in July 2010. The aim throughout the development process has been to develop a strategy and a series of interventions that raise the capacity of the Somerset economy. The Employment and Skills interventions, build on a bedrock of investment in educational initiatives in Somerset, which will in themselves contribute significantly to the employment chances of many, including young people who are currently at school. There is a unique opportunity for people who are currently at school to access apprenticeship opportunities and complete their apprenticeships, advancing to higher level craft skills and occupations during the construction period.

In reviewing the CWDS, readers should note that it is built upwards from EDF Energy's planned investment in schools and other education institutions. In parallel with the CWDS, EDF Energy have also developed the Education Strategy, the primary aim of which is to raise aspirations of young people in Somerset and to attract school leavers into a career in Construction or Engineering. The 'Inspire' strategy, addresses two key requirements of the project: community partnership and developing skills to build and operate Hinkley Point C. The Education Strategy sets out how the Hinkley Point C development can leverage resources

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<sup>1</sup> Dillington – meeting between EDF Energy, Sedgemoor District Council, Somerset County Council and West Somerset Council in July 2010

across the community to attract investment and action with and for young people in the County.

Work commenced on the delivering the CWDS in late 2010, to ensure systems and processes where designed and ready for Site Preparation Works. As outlined throughout the document, the delivery has been phased and activity will increase as the workforce grows and in readiness for the main site works

## EXECUTIVE SUMMARY

The construction of Hinkley Point C and the associated developments offer significant opportunities for the construction workforce of Somerset to strengthen and grow through the recession, and to create sustainable skills and employment opportunities for Somerset people.

This version of the Construction Workforce Development Strategy is an 'implementation strategy'. It sets out each of the interventions within the strategy as specific projects. Each has their own time line and key deliverables, along with plans for future legacy operation.

Each of the interventions within the strategy is targeted at specific groups within the community. They form an integrated programme of projects, which will integrate to ensure the development of a skilled workforce possessing the complex and varied skills required to construct Hinkley Point C. Opportunities for people across the community will be maximised by providing the right training interventions at the right time with regards to the construction programme and its requirements.

Each of EDF Energy's workforce development initiatives have a sustainable legacy beyond the construction of Hinkley Pointy C, which is built into the individual Business Plans. This will ensure that the Construction Workforce Development Strategy adds value into the Somerset economy beyond the construction phase of HPC.

The context and interventions are set out as shown below

Chapter 1 – Strategic context

Chapter 2 – Employment Brokerage

Chapter 3 – Employment Outreach

Chapter 4 – Construction skills centre

Chapter 5 – Hinkley Ready skills project

Chapter 6 – Apprenticeships

Chapter 7 – The Enterprise project

Chapter 8 – Managing and monitoring delivery

Chapter 9 – Employment and Skills Charter

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## C1.1 Strategic Context

- C1.1.1 The development of the CWDS has a history that is firmly based on the Dillington Visions, which were developed during a workshop in July 2010 between EDF Energy, Somerset County Council, Sedgemoor District Council and West Somerset Council. The Dillington visions for “Economic Development” and “Education, Employment and Skills” were developed to ensure that Hinkley Point C acts as a key driver for a dynamic, high value, entrepreneurial, inclusive and sustainable economy in Somerset and the wider region.
- C1.1.2 Through a process of design and consultation, the CWDS is also, as far as possible, set in the context of key economic strategies for the Districts and the County, which include the:
- Somerset Economic Strategy;
  - Somerset Sustainable Community Strategy;
  - Sedgemoor and West Somerset Employment and Skills Charter;
  - Sustainable Community Strategy for Sedgemoor (2009 – 2026);
  - West Somerset Economic Strategy;
  - Sedgemoor Economic Masterplan (2008 – 2026); and
  - West Somerset Sustainable Community Strategy.
- C1.1.3 Copies of the above strategies are available through the web sites of Somerset County Council, Sedgemoor District Council and West Somerset Council. However, they are bound by the common themes of:
- building aspirations and breaking the worklessness cycles;
  - increasing levels of educational and skills attainment, providing Skills for the Future;
  - closing the skills gaps – enabling people to gain local jobs;
  - involving the community in regeneration;
  - widening participation in skills and learning;
  - responding to the low carbon challenge; and
  - capitalising on the catalytic employment effects of major infrastructure investment at Hinkley Point C.
- C1.1.4 In line with the Dillington vision, local strategic aspirations and specific policy requirements, EDF Energy is committed to Somerset people being employed at Hinkley Point C. EDF Energy, Sedgemoor District Council, West Somerset Council and Somerset County Council will outline in the employment and skills charter, the projects, initiatives and monitoring that will be put in place to support Somerset people into work and training.
- C1.1.5 The CWDS is driven by the need to pro-actively engage in positive employment and skills interventions will be put in place to maximise opportunities for Somerset people. Thought has been given to ensuring that HPC does not negatively impact on the

available construction workforce for other projects in Somerset. However, to make the most of the opportunities presented by the volumes of people and skills required at Hinkley Point C, there are challenges that have to be overcome. For example, a competent joiner working on a conventional project in Somerset is unlikely to have the full skills set or competencies required to substitute automatically into the Hinkley Point C workforce as a 'formwork joiner' on a Nuclear New Build project. People with very little prior experience and existing workers with generic construction or operation related skills, are only likely to meet the specific demands of Hinkley Point C if they receive focussed education, training and development in specific skills sets. New entrants, in particular, are only likely to be eligible for work on the site if they are 'job ready' and can show that they have the competencies and accreditation required to work for contractors at the site.

- C1.1.6 The HPC project poses both an opportunity and challenge to the Somerset economy. To leverage the opportunity, EDF Energy is committed to investing in a skills infrastructure that provides people from Somerset with the skills they require to be deemed competent to work on the project and also in areas where future displacement is likely to occur.
- C1.1.7 EDF Energy is committed to putting training and skills interventions in place that meet both project demand and areas of future high skills demand in the wider economy. The model for training and skills is one of 'demand led' in that the needs of the project set the curriculum and that the requirements of contractors are responded to in order to realise the correct type of training. A challenge for the community and therefore for the project is to "target" skills interventions in trades and occupations that will also offer sustainable employment in Somerset throughout an individual's career.
- C1.1.8 To deliver against the core elements of the CWDS, effective partnerships with an extensive set of key stakeholders is essential. Detailed partnership roles are defined and included within each of the project plans that underpin this strategy. A list of the key partners to the CWDS and their roles are summarized in **Table C1.1** below:

Table C1.1: Key Stakeholders and Roles

Who	Activities	Role
<b>Enabling Bodies</b>		
<ul style="list-style-type: none"> <li>Somerset County Council.</li> <li>Sedgemoor District Council.</li> <li>West Somerset District Council.</li> <li>Sector Skills Councils.</li> <li>Charitable organisations and trusts.</li> <li>Taunton and Deane DC.</li> <li>Summit Skills.</li> </ul>	<ul style="list-style-type: none"> <li>Collaboration with EDF Energy with regard to the development of specific Construction Workforce Development Strategy interventions.</li> <li>Regular communication via the Education, Employment and Skills Operations Group.</li> </ul>	<ul style="list-style-type: none"> <li>Work with the CWDS team to provide and establish effective pathways to potential job seekers.</li> </ul>

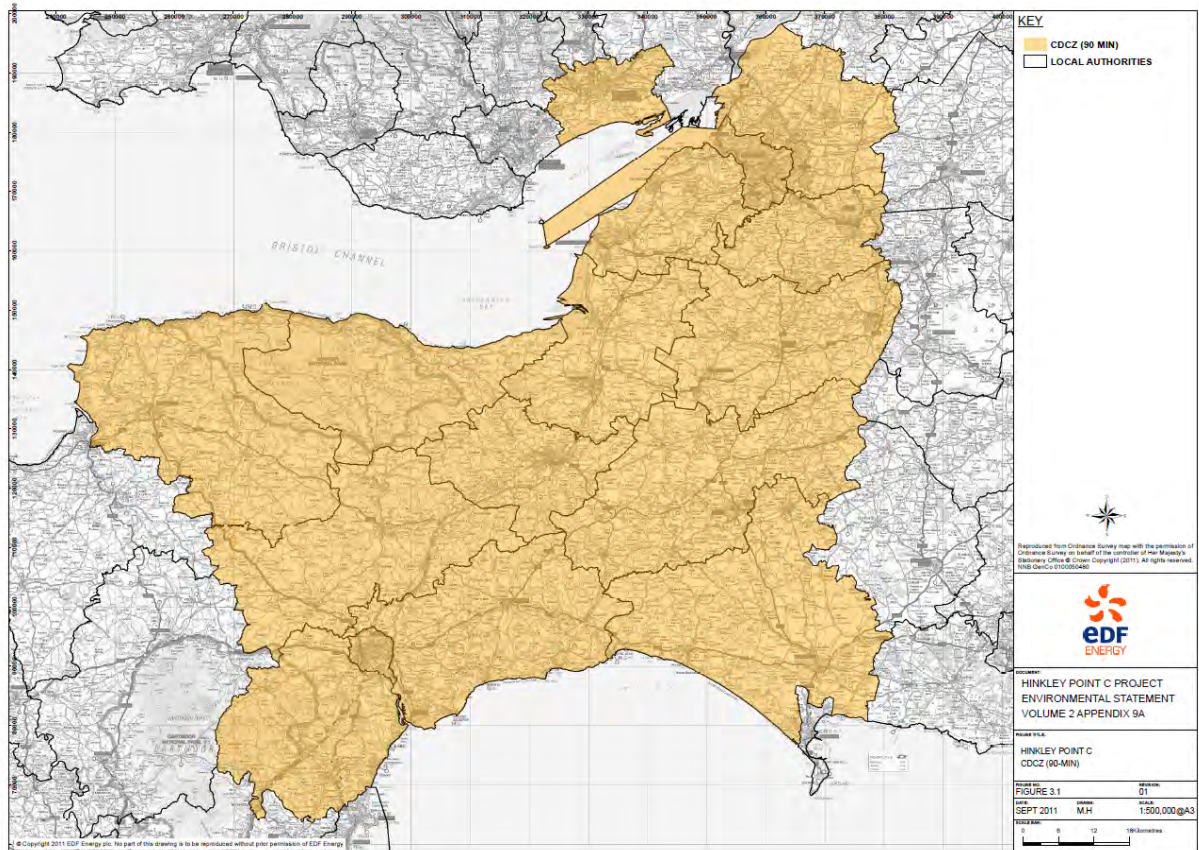


Who	Activities	Role
<b>Partner organisations</b>		
<ul style="list-style-type: none"> <li>JobCentre Plus.</li> <li>Bridgwater College.</li> <li>West Somerset Community College.</li> <li>Community Organisations.</li> <li>Constructionarium.</li> </ul>	<ul style="list-style-type: none"> <li>Project delivery.</li> <li>Regular engagement and communication.</li> <li>Quality Assurance.</li> </ul>	<ul style="list-style-type: none"> <li>In partnership with EDF energy, to deliver the specific CWDS interventions.</li> </ul>
<b>Internal stakeholders</b>		
<ul style="list-style-type: none"> <li>People and Skills Policy and Implementation Committee</li> <li>Human Resources and Comms.</li> <li>Procurement.</li> <li>Planning and External Affairs.</li> </ul>	<ul style="list-style-type: none"> <li>Provide links to other relevant areas of the business.</li> <li>Provide communications advice and support.</li> </ul>	<ul style="list-style-type: none"> <li>Provide support in delivery of Construction Workforce Development Strategy.</li> </ul>
<b>Funders</b>		
<ul style="list-style-type: none"> <li>Skills Funding Agency.</li> <li>National Skills Academy.</li> <li>JobCentre Plus.</li> <li>ConstructionSkills .</li> <li>EDF Energy.</li> </ul>	<ul style="list-style-type: none"> <li>Regular communication and meetings to progress funding arrangements.</li> </ul>	<ul style="list-style-type: none"> <li>To provide funding to support the specific interventions.</li> </ul>
<b>FE colleges</b>		
<ul style="list-style-type: none"> <li>Somerset College of Art and Technology/ Weston College/ Yeovil College/ Strode College/ Richard Huish College.</li> </ul>	<ul style="list-style-type: none"> <li>Meetings as required to inform strategy.</li> </ul>	<ul style="list-style-type: none"> <li>Engage to establish FE landscape in terms of provision and need.</li> </ul>
<b>Other Stakeholders</b>		
<ul style="list-style-type: none"> <li>Nationals Skills Academy for Nuclear.</li> </ul>	<ul style="list-style-type: none"> <li>Meetings as required to inform strategy.</li> </ul>	<ul style="list-style-type: none"> <li>Stakeholder within Constructionarium project.</li> </ul>

### a) The Evidence Base

- C1.1.9 The information as set out in the Socioeconomic chapter of the Environmental Statement, (**Chapter 9**), provides the sources, assumptions and detail used in informing this document.
- C1.1.10 EDF Energy has undertaken a detailed review of the workforce that will be required to construct and operate HPC. Evidence is based on data from current and previous power station projects, more detailed information on likely skills requirements taken from other major construction programmes in the UK and estimates on the proportion of workers that will be home based and non-home based.

Figure C1.1: The Home Based Are and 90 Minute Commute Zone



- C1.1.11 **Figure C1.2** shows the projected total workforce for the main elements of the construction at HPC, culminating in a total workforce peak of 5,600 people in late 2016. Within this profile there is a peak for Civil Engineering Operatives of just over 3,070 people in late 2014 to early 2015.
- C1.1.12 Detailed research carried out by the Impact Assessment Unit (IAU) at Oxford Brookes University, estimates that the proportion of the home based construction workforce, residing within a 90 minute commute of the site, will be in the region of 34% at the time of peak build. It is anticipated that up to 1,900 home based workers will experience work at Hinkley Point C at peak. **Figure C1.3** below shows that whilst the size of the overall workforce is smaller, the proportion of home based employment may be as high as 50% at the start and end of the construction programme. This is because the skills that are required at the start and end of the project tend to be in skills areas that are more intrinsically local, whilst those in the middle are more specialist and tend to be resourced through national and international labour markets

Figure C1.2: HPC Construction Labour Demand Curve – Estimated Workforce Numbers

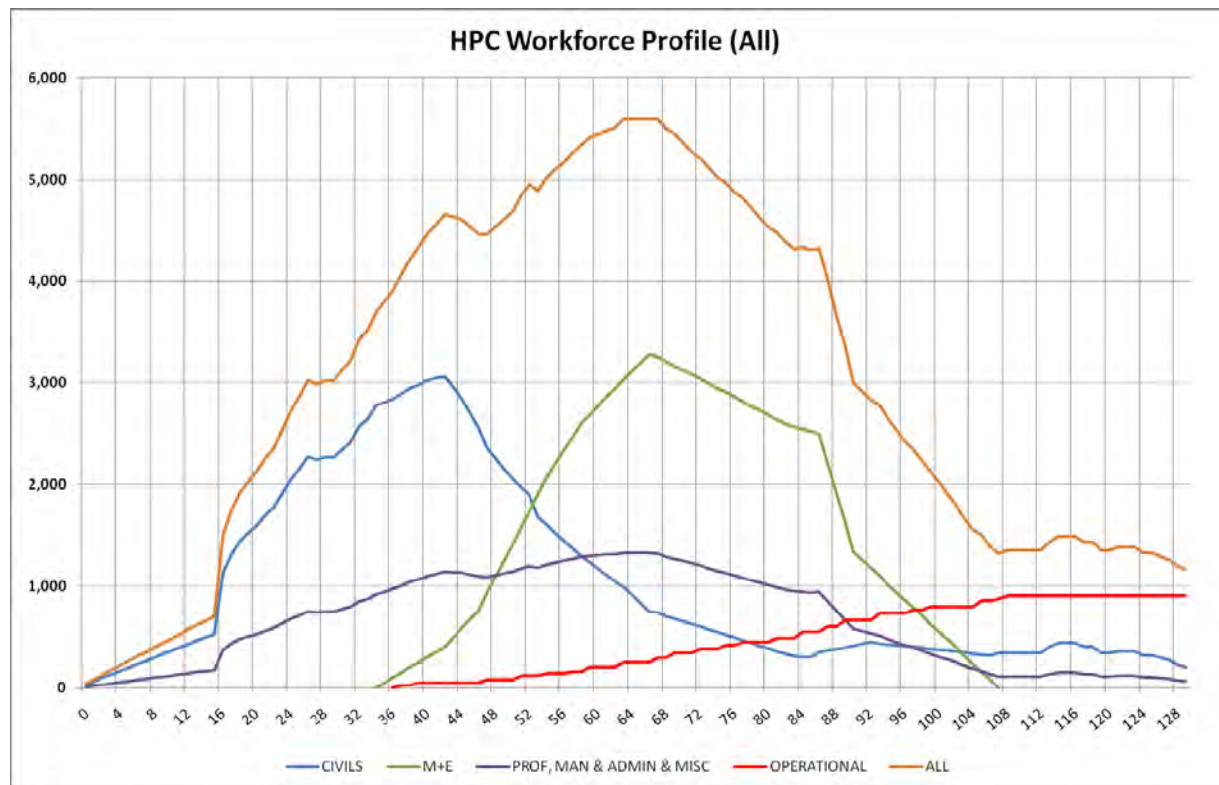
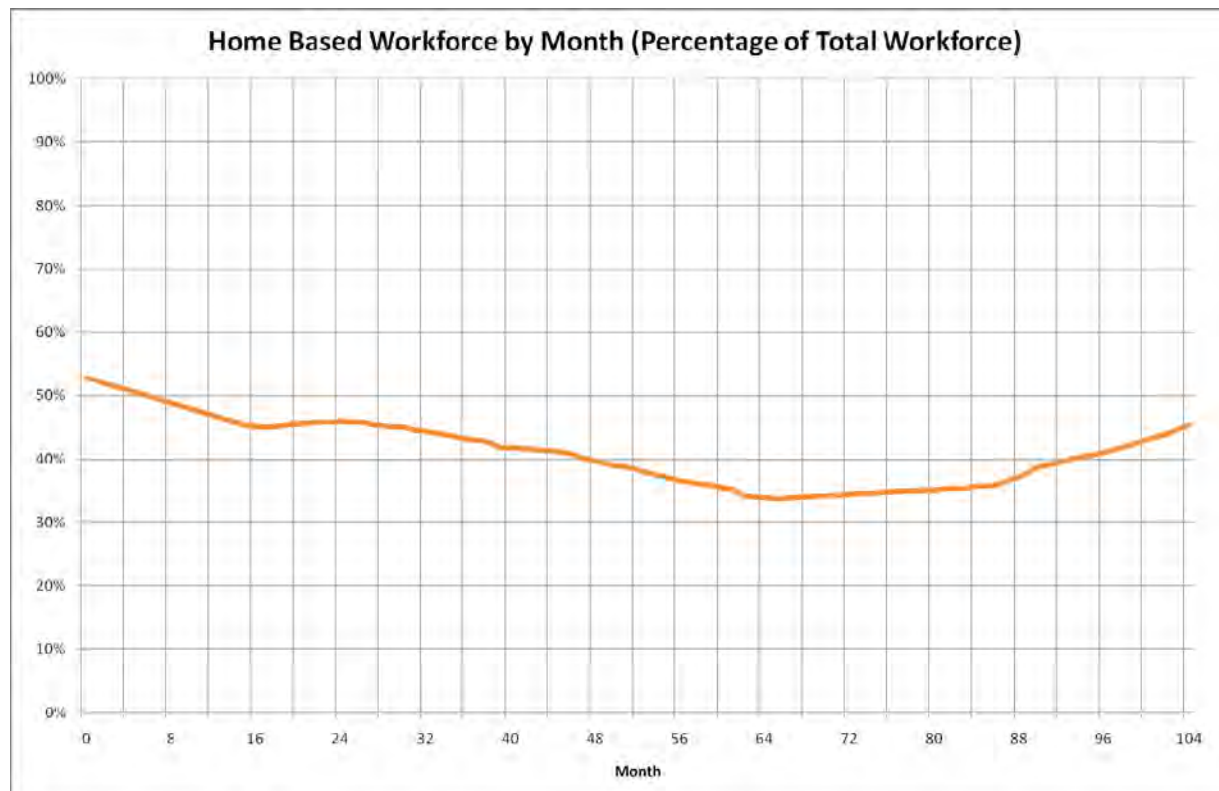


Figure C1.3: Indicative Home Based Workforce, Proportion of Total



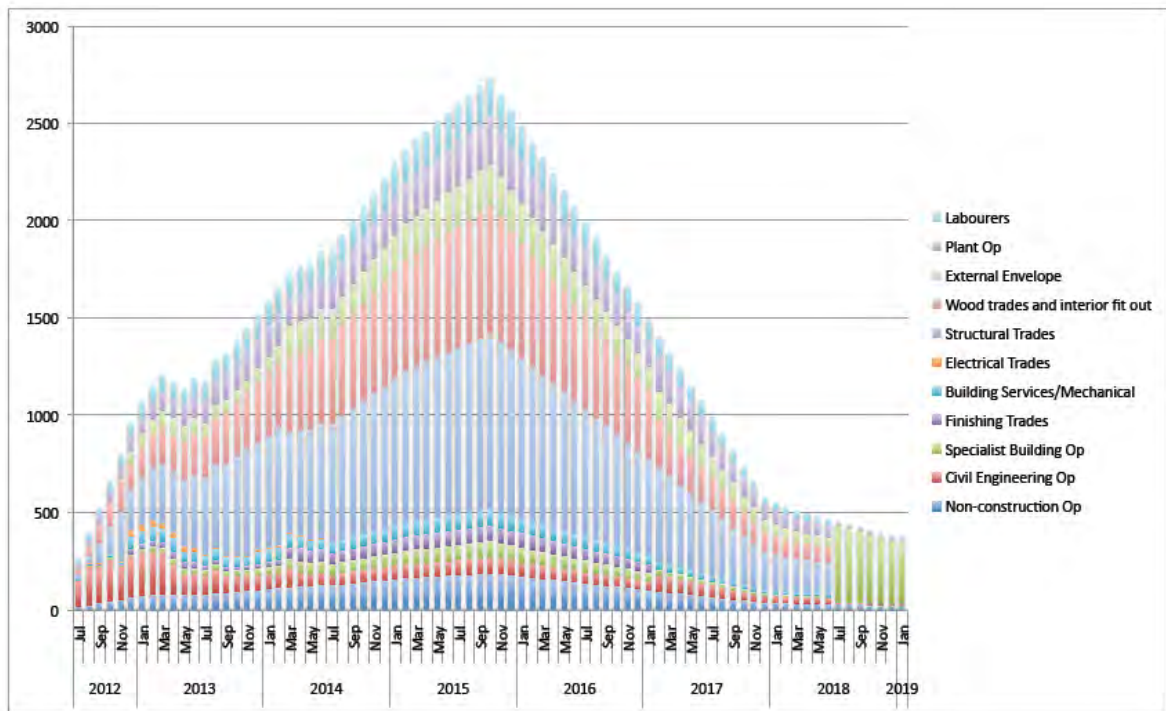
C1.1.13 EDF Energy will work to improve the opportunities for Somerset people to access employment, by putting demand led and evidence based interventions in place, which will seek to optimize the opportunity created by Hinkley Point C Project.



- C1.1.14 The available data on existing labour supply masks a significant issue, as the statistics fail to take account of the challenges in substituting people with generic skills sets, such as joinery, into an employment market that is as complex and demanding as Hinkley Point C. For example, a competent joiner working on conventional projects in Somerset, is unlikely to have the full skills sets or competencies required to substitute automatically into the Hinkley Point C workforce as a specialist ‘formwork joiner’ on a nuclear new build project.
- C1.1.15 The construction and engineering sectors in the UK now operate comprehensive ‘card schemes’ to control the quality of the workforce and ensure that all workers, regardless of occupation are competent and have the safest working practices. The skills interventions put in place by the CWDS will play a key role in enabling construction workers in Somerset, acquire additional skills and the relevant cards, to ensure that they meet the competency requirements of contractors at Hinkley Point C.
- C1.1.16 The planned investment in the CWDS provides the critical interventions necessary to ensure that the proportion of people working at Hinkley Point C is maximized. Young people and existing workers with generic construction related skills are only likely to meet the specific demands of the project if they receive focused training in specific skills sets.
- C1.1.17 Similarly, new entrants to the sector are only likely to be eligible for work on the site if they are ‘job ready’ and can show that they have the required competencies and accreditation. The interventions included in this strategy will support Somerset and other home based people in this regard.
- C1.1.18 It is important that EDF Energy invests in skills and employment initiatives that create sustainable career opportunities for people from Somerset. Each positive intervention will therefore be based on firm evidence of skills requirements at Hinkley Point C, but in skill areas, that will provide sustainable employment for individuals going forward; balancing the skill needs of the project with what the Somerset economy can sustain in terms of future employment.
- C1.1.19 As the construction programme moves through the enabling works and preliminary phases to the main build and future Operations, groups of workers will leave the project to be replaced by others with different occupations and skills sets. It is expected that this workforce ‘churn’ will result in up to 20,000 – 25,000 individual opportunities at the site prior to commissioning, presenting significant opportunity for people in Somerset. More details are set out in **Chapter 9, Volume 2** of the Environmental Statement.
- C1.1.20 Data on the supply and structure of the labour market within the home-based area and in Somerset suggests that there is a reasonable level of fit between the labour market and demand for civil engineering occupations at Hinkley Point C. Many of the generic trades and skills sets required to build and operate the station are already present within the Home Based and Somerset economy. However, skills interventions are required throughout the life of the project to sustain a steady flow of relevantly qualified and “competent” people for the construction phase.

- C1.1.21 To forecast the specific workforce requirements and volumes at Hinkley Point C, EDF Energy has developed a model to assess the potential labour flows and skills breakdown for the construction workforce.

Figure C1.4: Workforce Profiling of the Civil Engineering Workforce at Hinkley Point C



- C1.1.22 EDF Energy has adopted a detailed and ‘bottom up’ approach to skills modelling which uses existing project information combined with evidence taken from previous projects and models to build up an indicative picture of labour inputs for each project within the Hinkley Point C programme. The methodology has information provided by potential Tier 1 contractors, EDF Energy’s previous project details and workforce models, project and planning experience and expert consultation to validate the results and ensure that they are as representative as possible at this early stage of the planning process. **Figure C1.4** illustrates the high level outputs from such a model, which is an essential tool to determine the impact on labour opportunities and to inform the relevant discussions and strategic planning for skills, employment and training interventions.
- C1.1.23 The outputs from the model provide a useful indication of the employment profiles across various occupation groups and the workforce as a whole. It has been used here to provide an indication of the proportions and volumes of workers, occupations and skills sets that will be required on the programme. This is further clarified in DCO Environment Statement, Socio-economic Chapter.
- C1.1.24 The forecast (**Figures 1.5, 1.6 and 1.7**) below provides indicative volumes and proportions of occupations that will be expected across the programme in 11 broad occupation and skill groups. These are represented using illustrative 6 month breakdowns of the workforce. The model shows the changing proportions of different occupations within the workforce at different points in time as the overall programme progresses, which in turn drives the skills curriculum

Figure C1.5: July 2012-December 2012 (workforce range 200 to 1000 workers)

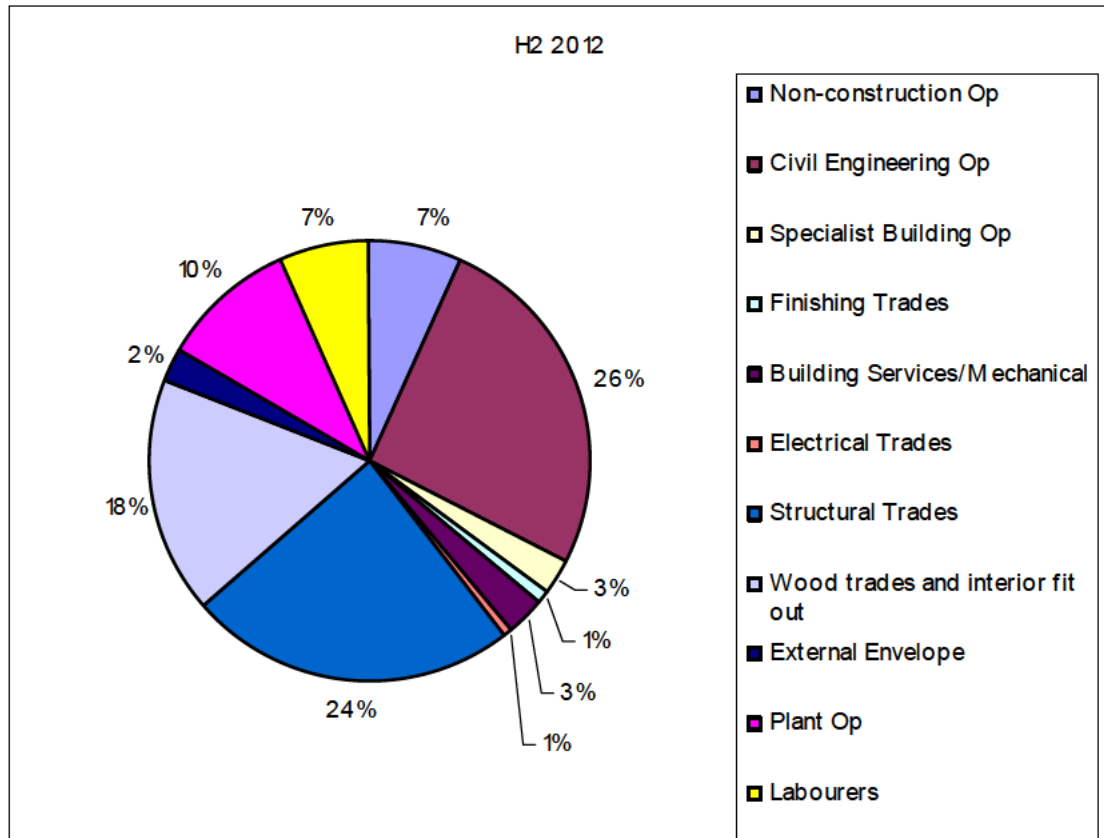


Figure C1.6: January 2013-January 2014 (workforce range 1000 to 1500 workers)

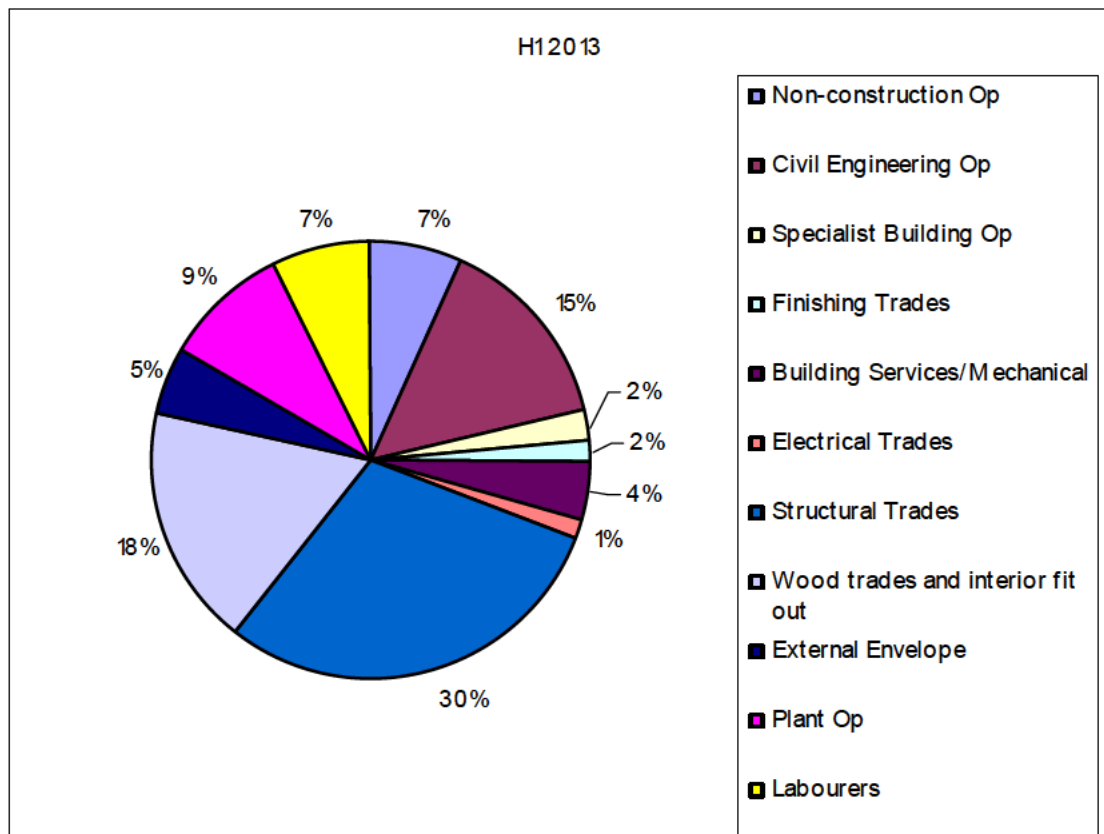
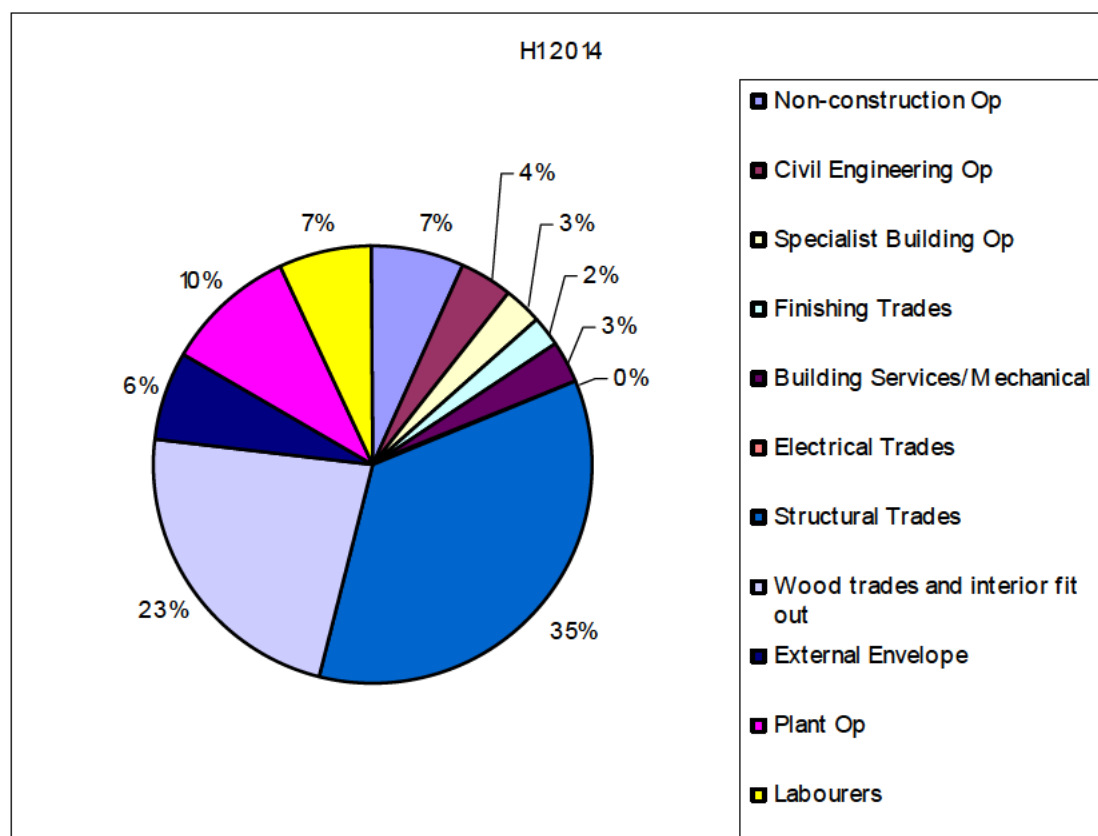




Figure C1.7: January 2014-July 2014 (workforce range 1500 to 1900 workers)



C1.1.25 It is a core operating philosophy of EDF Energy that all skills and employment interventions that are put in place to support the construction of Hinkley Point C are demand led, dynamic and flexible. This is to ensure that at all times the offer will align with the needs of EDF Energy, Hinkley Point C contractors and the wider Somerset economy during the build. To achieve optimal impact from its employment, skills and training interventions, it will be essential for the programme to be intelligence led and evidence based, through the effective utilisation of labour forecasts, work package analysis, contractor engagement and broader labour market intelligence. These will continue to be developed and supplied by the EDF Energy Construction Workforce Team. The purpose of which is to identify Somerset Skills gaps and requirements, so that sufficient time is afforded to train people so they can access the jobs.

C1.1.26 The labour forecasting model is being used to determine the scale and specific nature of the skills interventions that will be required and offered through the skills centres in Sedgemoor, West Somerset Community College and through the Employment Brokerage.

#### b) The Opportunity

C1.1.27 The Construction Workforce Delivery Strategy (CWDS) is designed to maximize all opportunities for home based people through investment in an integrated and multi-agency approach to construction skilling and jobs.

C1.1.28 The CWDS is designed to open a range of employment pathways, including new entrants to the construction sector jobs from other industries, as well as those who

may be workless and provides for the up-skilling of existing trades people in Somerset.

- C1.1.29 The skills interventions provided at Hinkley Point C will be flexible and tailored to the needs of the individuals, enabling them to supplement their existing skills sets with specific competences, acquired through short courses and qualifications that enable them to gain work with Contractors at Hinkley Point C. the strategy is designed to support the construction sector in Somerset, with the skills capacity having been designed to accommodate training for other projects, planned for the area.
- C1.1.30 EDF Energy's discussions with community partners indicate the need to create a pathway to employment for those people within the area who are either currently unemployed or who wish to start a career in construction.
- C1.1.31 EDF Energy is committed to using this project to create a positive influence on the construction industry regionally and in the UK through employing and recruiting a construction workforce that is diverse and inclusive. The employment and skills activities will be underpinned with a policy of opening up opportunity to groups or people in the community who have traditionally been under-represented within the construction workforce in Somerset and the wider UK. Such groups include Black and Minority Ethnic People (BAME), disabled people and women, particularly within the manual and technical trades.
- C1.1.32 EDF Energy will work with its contractors to ensure that those who are in a supervisory or management role, from foremen to senior managers, are appropriately trained. This approach will help to ensure that the project is free of conflict and is able to operate safely, by promoting a culture of respect, tolerance and understanding.

#### **c) CWDS Development, Interventions and Strategic Intent**

- C1.1.33 Hinkley Point C is being constructed in a geographically remote location, some distance away from the more sophisticated and highly skilled construction workforces that are to be found in major urban locations, such as Bristol. Optimising the use of skilled labour from Sedgemoor, West Somerset and the rural county of Somerset at Hinkley Point C, will provide significant opportunities to improve the economy and upskill the workforce.
- C1.1.34 In developing the specific interventions and initiatives contained within the CWDS, EDF Energy has engaged the services of a specialist team to work collaboratively with the Local Authorities and other key stakeholders in Somerset to develop and implement strategies that leverage the project to create value in the community. EDF Energy are leveraging knowledge and expertise from previous projects such as London 2012, Heathrow Terminal 5, The Shard of Glass, and other major economic development activities across the UK. The work completed on these projects, especially London 2012, has been ground breaking and the challenge is to adapt best practice from these projects for the demographics and ensure that EDF Energy's interventions work effectively in Somerset.
- C1.1.35 In developing the strategy, attention has been given to assuring that those living in rural areas can gain access to employment and skilling opportunities.

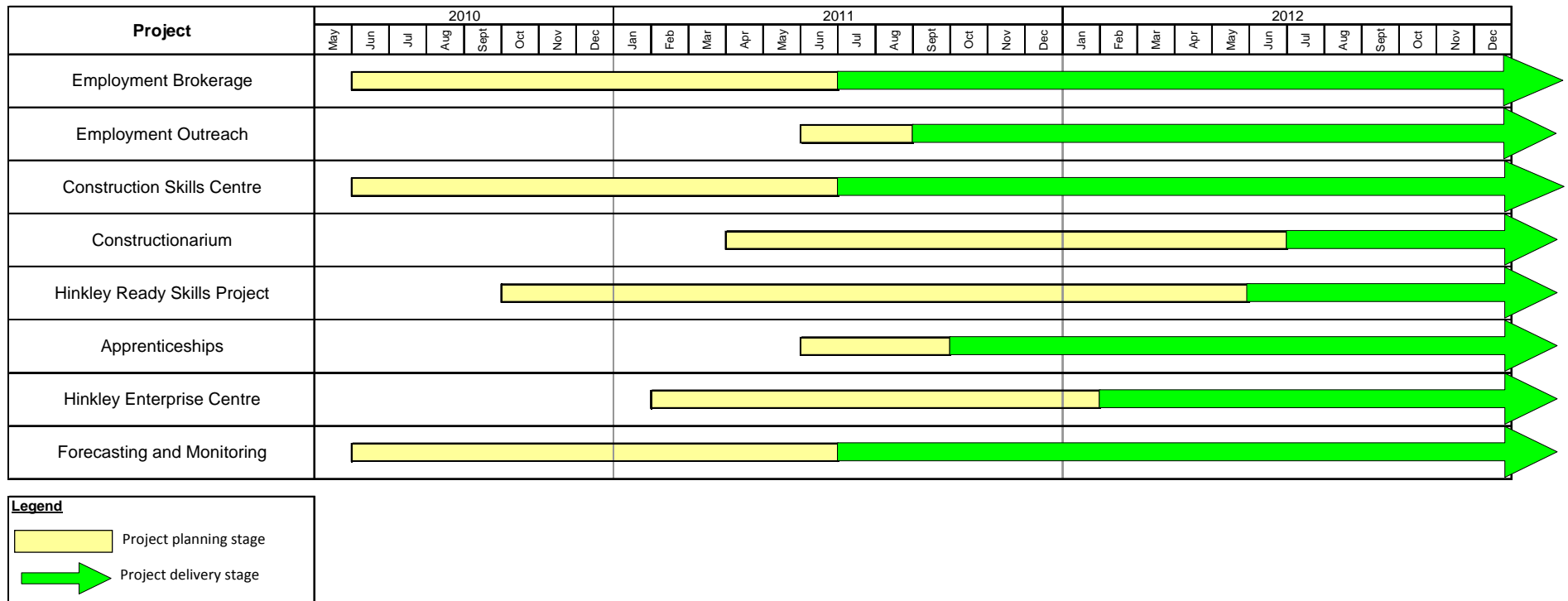
C1.1.36 The key interventions have been identified to create the context of the construction workforce delivery strategy and to leave a lasting legacy for the people of Somerset. Within each of these, a programme of projects has been established. Each project has specific key stakeholders, and development, design and delivery objectives.

- Training.
  - Construction Skills Centre.
  - Hinkley Ready Skills Project.
  - Apprenticeships.
  - Hinkley Enterprise Project.
- Jobs.
  - Employment Brokerage.
  - Employment Outreach.
- Legacy.

C1.1.37 Project delivery plans have been included in each of the following sections, which provide specific details on the interventions above. An overview of the CWDS programme delivery plan is contained in **Figure C1.8** on the following page.



Figure C1.8: CWDS Programme Planning and Delivery



## C1.2 Employment Brokerage

- C1.2.1 EDF Energy has been working in a partnership with Job Centre plus since September 2010 to deliver an Employment Brokerage for HPC. The role of the Employment Brokerage is to place people into sustainable employment. It is also to support all phases of recruitment during the construction and future operation of Hinkley Point C.
- C1.2.2 The Brokerage will be a service delivered on behalf of EDF Energy and in collaboration with external partners. Its role is to place people into sustainable employment created by the building of Hinkley Point C and the construction of its associated developments. EDF Energy will also seek to extend the model in the future to include the employment of operational staff, recruited from the Somerset area.
- C1.2.3 The remit of the Brokerage is to focus on:
- providing employment opportunities for residents of Sedgemoor, West Somerset and the wider county of Somerset;
  - helping to tackle unemployment through the pre-training of suitable and assessed candidates at the proposed Construction Skills Centre in Sedgemoor in occupations that are in demand by EDF Energy's contractors;
  - working with contractors to provide apprentice opportunities for people;
  - widening employment and skills opportunities for Women, Disabled people, Black and Minority Ethnic People (BAME) and all under-represented groups in the construction and engineering sectors; and
  - maximising leverage and support from funding agencies, sector skills councils, trusts, support organisations and businesses to ensure opportunity is available to a broad spectrum Somerset people and not only those who are in long term unemployment.
- C1.2.4 The strategic partners involved in the project are Wessex District Job Centre Plus, Sedgemoor District Council, West Somerset Council, Somerset County Council, Bridgwater College and West Somerset Community College. These strategic partners are working together to identify the required skills related to the vacancies that are available and will identify suitable programmes to support the client groups to allow the smooth transition from unemployed to employed status. This brokerage process will be referred to as 'The Customer Journey'.
- C1.2.5 To be successful the Brokerage must be effective in creating vacancies with HPC contractors, whilst ensuring that there is a supply of suitably trained and competent people ready to fill them. The investment in the Construction Skills Centre and in HRSP is fundamental to upskilling people in advance of demand.
- C1.2.6 The Employment Brokerage is operational and has started to develop a presence on the Hinkley Point C site. A site presence is essential to engender ongoing working relationships with both the contractors and workforce (both people already working on site and those looking to work at Hinkley Point C). EDF Energy appointed a dedicated Employment Brokerage Manager in March 2011, and a lead Employment and Skills Manager who commenced employment in early July.

- C1.2.7 EDF Energy recognises the role and the potential of the Employment Brokerage to make a positive contribution to raising the life chances of disadvantaged and unemployed people. Whilst the Brokerage will have a primary focus on placing people into jobs within the Hinkley Point C contractor and operational workforce, it will cooperate and integrate with other community initiatives, stakeholders and partners who will be working to improve opportunities for harder to reach groups.

#### a) Brokerage Implementation

- C1.2.8 The implementation model has been phased to enable the brokerage to extend its level of service and capacity in line with the growth of the workforce at Hinkley Point C. The function, scale and associated provision of the Employment Brokerage is split over four distinct phases, as summarised in **Table C1.2** and **Table C1.3** below:

Table C1.2: Employment Brokerage Phasing Timetable

Description		Date		Month	
		Start	End	Start	End
Phase 1	Project Start up and Interim Offer	Apr-11	Aug-11	0	5
Phase 2	Delivery of core Brokerage Management Unit	Aug-11	Oct-11	5	7
Phase 3	Roll out of operational model	Nov-11	Feb-12	8	10
Phase 4	Full Launch	Mar-12	Jul-12	11	16

- C1.2.9 The phasing of the delivery plan is specifically designed to bring more elements of work into play, to support the Site Preparation Works (SPW) as they develop and need a larger workforce. Moreover, Phase 1 is effectively mobilisation prior to the granting of consent for site preparation works, and Phase 2 ties in with Stage 1 of SPW, (first quarter after grant i.e. fencing/site clearance); Phase 3 aligns to Stage 2 SPW – the start of the earthworks.
- C1.2.10 At present phase 1 of the four phase implementation plan is almost complete which in essence is to support the site preparation works. This includes the Employment Brokerage having been established at their new office location in Job Centre Plus in Bridgwater and staff having been appointed and working in the brokerage. To test the systems and practices, the team have run some trial recruitments, which have resulted in the appointment of a number of key staff who will join the site team and the EDF Energy team at Kings Square. BAM/Kier has been appointed for enabling works and the new car-park construction which are both underway. They will be responsible for the Stage 1 works during site preparation. BAM/Kier has been using the service and to date approximately 85% of their site staff are from Somerset. Preparation is underway to commission skills training at the Construction Skills Centre to support the recruitment and mobilisation of the security guard force. Planning approval of the site-preparation works has now been granted and the brokerage will be used to mobilise the planned workforce over the coming year. This will allow for the gradual build-up of capacity in line with the phased implementation plan for the brokerage.



Table C1.3: Construction Workforce Team role Descriptions

Role	Responsible for
Employment Brokerage Manager	<ul style="list-style-type: none"> <li>Responsible for the day to day management of the service and ensuring that the multi-agency team works in an effective and efficient manner to service the needs of contractors and potential employees. Takes the lead in establishing Job Ready programmes and connecting to community services.</li> </ul>
Employment and Skills Manager	<ul style="list-style-type: none"> <li>Maintain regular communication with the Construction Skills Centre and Hinkley Ready and other skills intervention projects to ensure training supply is relevant to current vacancies.</li> <li>Broker people into work with contractors from the community.</li> <li>Implement the development of a contractor mobilisation process which results in clear action plans for engagement on recruitment and skills</li> <li>Develop an effective interface with Hinkley Point C contractors to ensure the release of jobs and vacancies into the employment brokerage.</li> <li>Assist contractors in producing job descriptions and skills profiles to match candidates to vacancies.</li> <li>Implement the provision of a main point of contact for contractors queries regarding Somerset employment and training.</li> <li>Manage the provision of advice to contractors regarding apprenticeships and work placements.</li> <li>Manage the recruitment of individuals to pre-employment training via providers, colleges, the Construction Skills Centre, Jobcentre Plus and community agencies.</li> </ul>

C1.2.11 EDF Energy will continue to staff the Employment Brokerage with a team of Employment and Skills Managers, the numbers of which will be commensurate with the size and scale of demand for workers at Hinkley Point C. The team will build in number to the point of peak employment in 2016, to ensure that capacity of the Employment Brokerage and Skills network is always in balance with demand.

C1.2.12 JCP share a similar commitment to EDF Energy in resourcing and supporting the Employment Brokerage across Somerset. Their agreed commitment includes a dedicated senior manager to oversee JCP's contribution to the Brokerage Management Unit (BMU) who works directly for the Director of JCP's Wessex Region. The senior manager is supported by a dedicated Account Manager, working on vacancies, a lead employment adviser based in Bridgwater and further employment advisors in customer facing roles.

C1.2.13 The JCP team is also working in partnership with the EDF Energy Construction Workforce Team, the Construction Skills Centre and WSCC in the design and

implementation of identified pre-employment packages to ensure that pre-selected candidates can become 'Job Ready' prior to vacancies being made available.

- C1.2.14 This BMU is based on tried and tested models from other Major Projects, such as Terminal 5 and London 2012 and the learning from these is incorporated into the EDF energy model. The trial phases will allow for performance measures, further development and improvement of the BMU
- C1.2.15 To ensure that people seeking work throughout Somerset have access to a proactive service, aimed at raising awareness of opportunity at HPC, dedicated champions have already been appointed in each JCP office throughout Somerset. There is a HPC Champion in each of JCP's national districts. The number of JCP advisors who are dedicated to the project will grow in line with the size and scale of demand for jobs and workers at Hinkley Point C, as dictated by EDF Energy's own workforce forecasts.
- C1.2.16 The brokerage management unit, (BMU), will continue to operate long after the completion of HPC as managed by Job Centre Plus and their partners, therefore offering a lasting benefit to the strategic partnership and the people of Somerset. A Memorandum of Understanding (MoU) between Wessex District Job Centre Plus and EDF Energy is being aligned to suit the partnership. This outlines the accountability and responsibility of each party, as well as the staffing commitments for the BMU. The MoU commits EDF Energy to funding and supporting the core operating elements of the Brokerage through the construction phase of Hinkley Point C. This includes the employment of Employment and Skill Managers commensurate with demand for employment. A full business plan to support the MoU and the long term operating functions of the Employment Brokerage Unit will be presented to the EDF Energy Investment committee in October 2011.
- C1.2.17 JCP is providing physical space in its Bridgwater Office for the EDF Brokerage. 'Case loading' of customers with suitable skills/experience across their Somerset network and Wessex Area offices has started, to ensure they are work ready for the HPC site. JCP match all potential customers to identified vacancies within Somerset and the CDCZ and are currently in the process of trialling a 48 hour primacy rule within Somerset, which means that residents of Somerset will be able to apply for jobs before anyone elsewhere.

## **b) Components of Success**

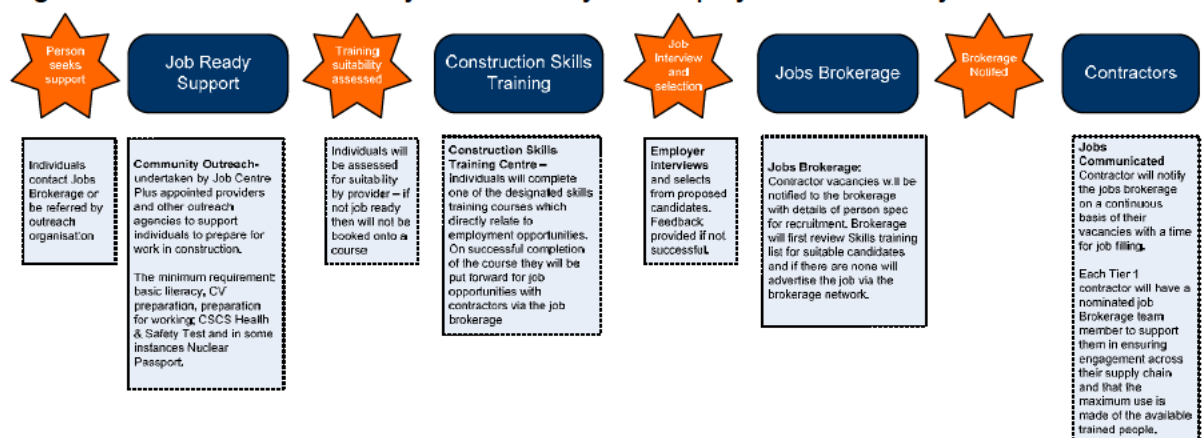
- C1.2.18 The Employment Brokerage must also ensure that there is a supply of suitably trained and competent people to fill them.
- C1.2.19 EDF Energy's Construction Workforce Team provide a dedicated resource to plan, manage, coordinate and integrate all of the employment and skills initiatives associated with Hinkley Point C.
- C1.2.20 In delivering a successful service the brokerage is being implemented to accommodate the following critical success factors:
- high quality of delivery that gains the trust and respect of:
    - EDF Energy;
    - EDF Energy's contractors;

- people seeking employment opportunities;
  - stakeholder organisations;
  - local authorities; and
  - the wider public.
- a robust governance, management and delivery structures, to assure success against future targets and provide a low level of risk to EDF Energy;
  - a strong management team, that displays leadership, ownership and vision;
  - ‘Contractor buy in’, that provides a strong flow of vacancies through the Employment brokerage for the duration of the programme;
  - quality, trained customer and contractor facing staff, who have specialist knowledge in construction and engineering;
  - provision of effective opportunities to tackle worklessness in the priority areas of Sedgemoor, West Somerset and Somerset County;
  - robust and efficient business systems and processes, that are secure and comply with the Data Protection Act;
  - geographically accessible for contractors and its clients, and offer ‘job shop’, ‘drop in’ and physical points of contact across Somerset and the priority areas;
  - effective employment outreach, contact and feedback facilities, to include an effective internet presence, telephone services/advice, awareness raising and marketing/communications activity; and
  - access of provision that is open to all and not only limited to those in long term unemployment who are eligible for Government support.

C1.2.21 The process provides pathways to employment for customers of the Employment Brokerage through effective ‘Job Ready’ support, skilling, brokering and contractor facing activity. This is a model, shown in **Figure C1.9** below, which has been shown to be highly successful.

### c) The Customer Journey

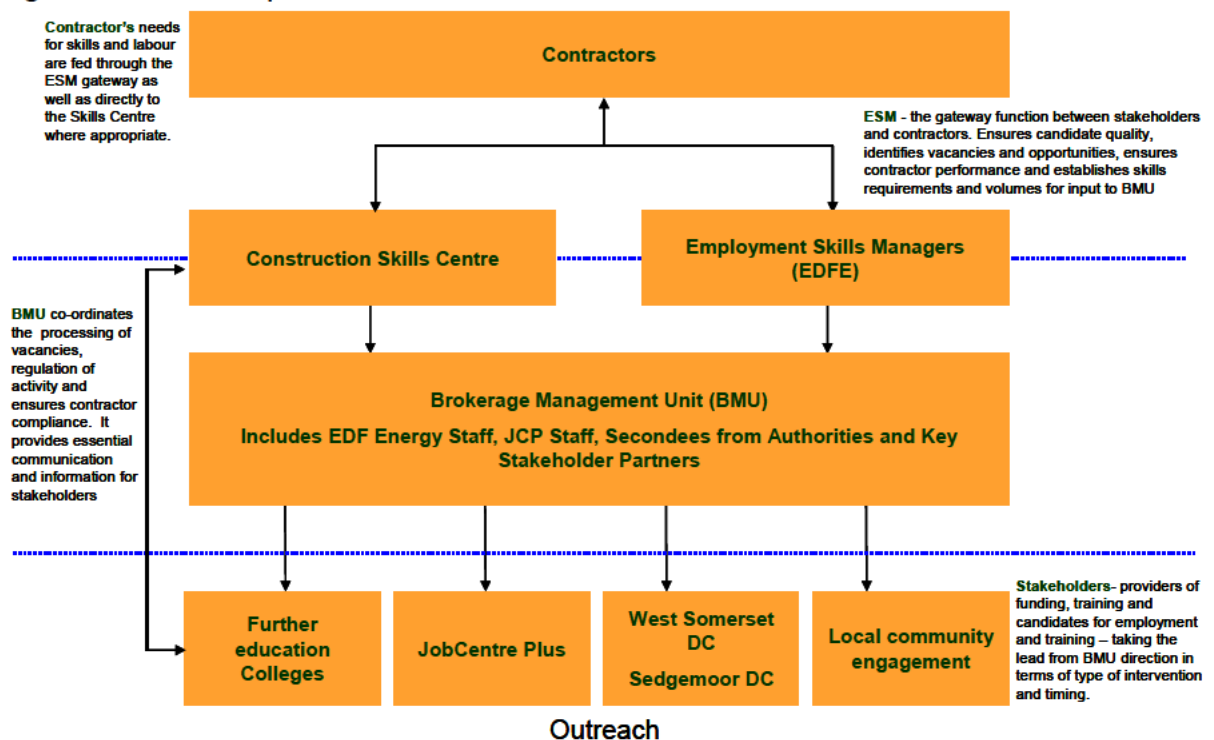
Figure C1.9: Customer Journey and Pathways to Employment at Hinkley Point C





- C1.2.22 To date the model that is being adopted by EDF Energy, and is in use on the Olympic Park, has placed more than 1000 workless people into work on the London 2012 project. It is recognised that HPC is being constructed in a very different geographical and economic context that London 2012. The model has been used to inform the development of an effective Employment Brokerage system in Somerset. Building on best practice, implementing new approaches where appropriate and tailoring the Employment Brokerage model at Hinkley Point C to ensure that it is transferred successfully and works effectively on a nuclear new build site.
- C1.2.23 EDF Energy's dedicated team of specialist Employment and Skills Managers (ESMs) will work with contractors and identify vacancies and opportunities. The first ESM took up post in July working to support site preparations. The Employment Brokerage relies on the ESMs to act as the key interface between Contractors and the supply of suitably trained candidates from worklessness, disadvantaged or under-represented groups.
- C1.2.24 EDF Energy is providing funding for the central management BMU function of the brokerage and will support the appropriate number of ESMs as the programme develops.
- C1.2.25 **Figure C1.10** below highlights the main employment pathways and operational structure of the brokerage.

Figure C1.10: The Operational Model



- C1.2.26 Assessment and access criteria for job roles will be provided the employer and identified against each vacancy opportunity. This will enable the BMU to send suitable candidates forward to the vacancy. Referrals will be identified and promoted via each community organisation working with EDF Energy Employment Brokerage Team. Each occupational area will have different eligibility criteria but sufficient lead-in time will be built into EDF Energy's pre-employment interventions to allow for training unemployed people in advance of vacancies becoming available.

- C1.2.27 Opportunities at HPC will be accessed through the Employment Brokerage and will also be advert in a variety of ways through various media including posters, flyers and handouts. These will set out expectations in a user friendly way and will be distributed to each Community organisation, work club and Job Centre Plus throughout Somerset.
- C1.2.28 The Employment Brokerage is demand led and is being implemented to balance the demands for skills and employment being generated across the programme. The Site Preparation works will be used as a key enabler to develop and test the Brokerage Management Structure.
- C1.2.29 Performance measurement of contractor engagement with the Employment and Skills strategy will be built into reporting and programme control procedures of the HPC project. The ESM will have responsibility for reviewing contractor performance with regard to the creation of vacancies and employment opportunities. Individual contractors' performance will be monitored against other and shared to ensure that examples of best practice are capitalised upon and areas of poor performance are picked up early and improved.
- C1.2.30 With a projected site workforce of approximately 500 at peak, the Site Preparation Works play a key role in providing employment opportunities for workers and an excellent opportunity to put in place and test brokerage management structures. The site preparation works are important in ensuring that effective mechanisms for information and vacancy capture are in place for the major increase in employment levels that are expected with the mobilisation of the Civil Engineering workforce.
- C1.2.31 Vacancies that will be placed during the Site Preparation phase include: Ground workers, Concreters, Plant Operators, Utilities operatives, General Labourers, Security and Technician level earthworks trades (site engineering etc.).
- C1.2.32 Following the start of the major Civil Engineering work, the workforce will build rapidly up to between 2000 and 3000 people. Many of the entry level jobs tend to be created at this early stage on a major project, with some providing the longest tenure for employment in site support and non-construction operations.
- C1.2.33 The early Civil Engineering works will have a strong emphasis on groundwork, heavy plant, concreting and structural steel. For the first years of the programme the Brokerage and its associated skilling activity will focus on occupations including: Ground workers, General labourers, Civil Engineering related Apprentices, Qualified Construction/Civil Engineering Ops, Mechanical/ Electrical and Utilities enabling, Concreters, Steel Fixers, Traffic Marshalls, Security, Logistics, specialist Plant, Technicians, Engineers and Managers.
- C1.2.34 In delivering all of its interventions, the Employment Brokerage will work in a fully integrated way with the Construction Skills Centre and West Somerset Community College to upskill customers to work on site. The Employment Brokerage will also continue to develop the skills and capabilities of those people that it places into work at Hinkley Point C, with the aim of securing ongoing employment opportunities with multiple contractors.

#### d) Legacy operation

- C1.2.35 A significant benefit of the Employment Brokerage model going forward is that the construction workforce can continue to be brokered into new employment opportunities during the lifetime of HPC, but also into other construction opportunities. EDF Energy is committed to maintaining the Employment Brokerage to provide opportunity to people during the ramp up to operational employment at HPC.
- C1.2.36 It is anticipated that JCP and stakeholder partners will maintain and hold the knowledge, assured processes and systems that have been developed and implemented during the Employment Brokerage project. The intellectual capital and legacy that will have been accrued across the stakeholder partnership will be considerable and will be capable of being transferred to other projects across Somerset. EDF Energy will develop a detailed 'legacy plan' for the Employment Brokerage in partnership with its key stakeholders at, or around the time of peak construction employment at Hinkley Point C. This plan will build on lessons that have been learnt on implementing and operating the Brokerage. The timing of this intervention will also enable partners to look forward to future employment demand in Somerset and identify future projects and developers to whom its principles and operating structures can be applied and transferred.
- C1.2.37 Summary of EDF Energy's Brokerage Commitments:
- the establishment of an employment brokerage that opens up access to HPC Job opportunities to Somerset people;
  - employing a dedicated and specialist team to manage the Employment Brokerage generate vacancies with Tier 1 contractors and place these with trained people;
  - supporting community partners to tackle worklessness, by together, providing pathways with opportunities for skilling, which lead to sustainable employment;
  - to create a future workforce through the provision of apprenticeships and training opportunities in the construction supply chain; and
  - ensuring that EDF Energy's supply chain partners recruits, trains and inspires people.
- C1.2.38 Summary of Job Centre Plus Commitments:
- JCP will provide physical space in the Bridgwater JCP Office for the EDF Brokerage team subject to commercial rates being agreed and any contract compliance;
  - JCP will 'case load' customers with suitable skills/experience as well as outreach customers to ensure they are work ready for the HPC site especially from the identified Construction Daily Commuting Zone (CDCZ);
  - JCP will work with customers to ensure critical key cut factors/barriers are applied, overcome or deselected;
  - JCP will match all potential customers to the identified vacancies within the CDCZ and offer a 48 hour primacy rule to this zone before offering the vacancy into the full Wessex catchment area;



- JCP will work in partnership with the EDF Energy Team in the design of any identified pre-employment packages, either with knowledge or through contracted provision; and
- JCP will attend meetings and briefings with EDF Employment and Skills Team as required to deliver the project

Table C1.4: Employment Brokerage – Lead by Joe Pojunas

Project Deliverables	Status			Description	Stakeholders Engaged (as may have impact)	Start	Finish
	In Progress	Completed	Planned				
Project initiation		✓		Engage stakeholders and agree concept and objectives	JCP	Jul-10	Sep-10
Project start-up		✓		Memorandum of Understanding, project programme and deliverables	JCP	Sep-10	Nov-10
Feasibility Study		✓		Investigation into project feasibility including market analysis and workforce forecasting	JCP	Dec-10	Jan-11
Business Case		✓		Detailed Business Case including funding and legacy	JCP	Nov-10	Mar-11
Production of phased delivery plan and implementation plan		✓		Production of delivery plan. The plan has four phases and is produced in line with workforce projections	JCP	Mar-11	Mar-11
Implementation of Phase 1 – elements detailed below	✓			Project start-up and interim brokerage offer in line with Site Preparation works	JCP, Construction Skills Centre project team, Local Authorities	Feb-11	Sep-11
Memorandum of understanding	✓			Agreement with project partner JCP of key roles and responsibilities	JCP	Apr-11	Sep-11
Appointment of Phase.1 team		✓		Appointment of Employment Brokerage Manager and lead Employment and Skills Manager, and mobilisation of JCP project staff	JCP	Apr-11	Jul-11
Implementation and testing of HPC mnemonic		✓		HPC mnemonic put in place and used for the advertisement for lead Employment and Skills Manager both nationally and with primacy	JCP	May-11	Jun-11
Communications and interim messaging	✓			Initial communications strategy. Methods for ensuring placement of initial posts.	JCP	Apr-11	Jul-11
Pilot projects	✓			Pilot projects with existing projects in the area such as the Bridgwater Morrison's development, potential pilot projects with Tier.1 contractor's projects in the area.	JCP, Tier.1s, construction project staff, Local Authorities	May-11	Aug-11

Project Deliverables	Status			Description	Stakeholders Engaged (as may have impact)	Start	Finish
	In Progress	Completed	Planned				
Stakeholder engagement	✓			Engagement with Construction Skills Centre project team to align programmes and engagement with Tier.1 contractors	CSC project Team, Tier.1 contractors, Local Authorities	May-11	Aug-11
Plan for move to Brokerage Management Unit (BMU)		✓		Scope and agree move of EDF Energy project staff to JCP Bridgwater	JCP	May-11	Jun-11
Research outreach technologies		✓		Research potential technologies such as use of SMS and email.	JCP, service providers	Jun-11	Jul-11
Implementation of Phase 2 – elements detailed below			✓	Delivery of core BMU	JCP, Construction Skills Centre project team, Tier.1 contractors, Local Authorities	Aug-11	Oct-11
Physical move to BMU		✓		Move of EDF Energy phase.1 BMU team to JCP Bridgwater	JCP	Jun-11	Jul-11
Branding			✓	Development of unique brand for Employment Brokerage to operate within	JCP	Aug-11	Aug-11
BMU staff training and appointments			✓	Training of BMU staff with regard to specialist elements of the project. Construction 'bible' document to be used.	JCP	Jul-11	Aug-11
Mobilise and engage Construction Skills Centre			✓	Full alignment with Construction Skills Centres in terms of alignment of offer with job seeker needs with regard to project workforce requirement	Construction Skills Centre, JCP	Jul-11	Oct-11
Ongoing engagement with Tier.1 contractors			✓	ESMs ensuring close relationship with Tier.1 contractors with regard to workforce requirements	Tier.1 contractors	Jul-11	Ongoing
BMU staff training and appointments			✓	Further training of Phase.2 staff to the unique requirements of the project	JCP	Oct-11	Nov-11
Systems development and implementation			✓	Implementation of the findings of Phase.1 to commence process	JCP, service providers	Oct-11	Nov-11
Implementation of phase 3			✓	Roll-out of operational model, testing and soft 'full'	JCP, Construction Skills	Nov-11	Feb-12



Project Deliverables	Status			Description	Stakeholders Engaged (as may have impact)	Start	Finish
	In Progress	Completed	Planned				
				launch in preparation for ramp up of employment opportunities in month 16.	Centre project team, Tier.1 contractors, Local Authorities		
Implementation of phase 4			✓	Full launch of fully tested model in advance of major increase in employment opportunities in month 16.	JCP, Construction Skills Centre project team, Tier.1 contractors, Local Authorities	Mar-12	Jul-12

### C1.3 Employment Outreach

- C1.3.1 Employment Outreach has become an essential ingredient of the largest construction projects, seeking to leave a positive and lasting legacy for the community in which they are being developed.
- C1.3.2 In distinguishing EDF Energy's focussed Employment Outreach with the broader area of community outreach, EDF Energy's main interventions will provide opportunities for 'work ready'<sup>2</sup> people, to become 'job ready' and capable of entering sustainable employment at HPC, or elsewhere in the supply chain or wider economy.
- C1.3.3 The role of Employment Outreach is to motivate and encourage people within the community to participate in the workforce. It is an essential element of the Employment Brokerage process.

#### a) Linking Employment Outreach with wider Community Outreach

- C1.3.4 A successful employment outreach strategy should integrate within the community by making best use of the services that are in place to support people get into or back to work. Not all individuals who face barriers to employment are currently captured by programmes defined and implemented by the UK government, which makes it important to gain the cooperation of community based organisations. Partnership working with the two District Councils and County Council are being organised to actively access the community organisations within Somerset.
- C1.3.5 Effective linkages between the types of community outreach carried out by such organisations and employment outreach conducted by the EDF Energy Employment Brokerage should ensure that Hinkley Point C becomes a source of inspiration and aspiration for people who are currently furthest from the workplace. Hinkley Point C provides an opportunity to link with community support with the aim of creating effective pathways of opportunity for Somerset people who are least likely to obtain work at HPC, at least in the short or medium term,
- C1.3.6** Through the Section 106 planning agreement for Site Preparation Works EDF Energy are supporting local councils through the provision of dedicated community outreach resource. Whilst the councils are responsible for the strategic use and deployment of their own dedicated staff there is future opportunity for EDF Energy to partner with them in outreach activities. The posts being proposed within the Section 106 agreement include:
- a dedicated community outreach worker for Sedgemoor;
  - a dedicated community outreach worker for West Somerset;
  - an employment and skills manager for Sedgemoor and West Somerset who will become integrated with the work of the Employment Brokerage;
  - a Youth Services worker in Sedgemoor.

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<sup>2</sup> For the purposes of this strategy document 'work ready' refers to people who are capable of entering into full time, or part-time jobs, whilst not possessing the requisite skills to obtain sustainable employment.

- C1.3.7 The EDF Energy Construction Workforce Team (CWT) has been engaging with the authorities and other community stakeholders to establish with them the current Somerset infrastructure within the community for employment outreach. These discussions are progressing through a series of workshops and meetings and are enabling the team to map the community based provision.
- C1.3.8 By working in close partnership with key stakeholders and community based organisations across Somerset, EDF Energy will be able to reach concentrations of hard to reach groups. The partnership approach will bring together public, private, voluntary and community organisations, with a combined focus of enhancing access to employment, pathways from worklessness to job entry and progression in to the labour market. All stakeholders realise that in the case of Hinkley Point C, with its requirement for a skilled workforce, that this can be challenging. Effective integration of key stakeholders within the Brokerage Management Unit and operational structure is therefore going to be essential as implementation of the strategy progresses.
- C1.3.9 EDF Energy is committed to using this HPC Project to create a positive influence on the construction industry regionally and in the UK, through employing and recruiting a construction workforce that is diverse and inclusive. All of Employment, Skills and Employment Outreach activities will be underpinned with a policy of opening up opportunity to groups of people in the community who have traditionally been under-represented within the construction workforces of Somerset and the wider UK. Such groups include Black and Minority Ethnic People (BAME), disabled people and women, particularly within the manual and technical trades. Experience from other 'best in class' initiatives has shown that people from minority groups in the construction industry can gain successful, fulfilling and sustainable careers.
- C1.3.10 EDF Energy sees the HPC project and it's focussed Employment Outreach activity as an opportunity to engage with the community and extend skilling and employment opportunities to those who are not currently employed, and often referred to as workless.

#### **b) Employment Outreach Approaches Defined**

- C1.3.11 Our discussions with our community partners indicate that there is a need to create a pathway to employment for those people within the area who are either currently unemployed or who wish to start a career in construction. We will take the best practice from projects such as Sizewell B, Flamanville, London 2012 and Terminal 5, to create a clear pathway to employment.
- C1.3.12 It is important that EDF Energy invests in employment outreach intervention initiatives that create sustainable career opportunities for people from Somerset.
- C1.3.13 EDF Energy's specific Employment Outreach for the HPC Project, will fall into one of the following three categories:
- **Work Ready Interventions:** will provide opportunities for 'work ready' people to become 'job ready' and capable of entering sustainable employment at HPC, or elsewhere in the supply chain or wider economy; For the purposes of this strategy document 'work ready' refers to people who are capable of entering into full time, or part-time jobs, whilst not possessing the requisite skills to obtain sustainable employment;

- **Removing Employment Barriers:** a more comprehensive package of support for those people who are work ready but face barriers that result in them not being able to. For example women, single parents, disabled people and people who require basic skills support. These projects will be developed in partnership with ConstructionSkills and other agencies.
- **Motivational:** projects to work with targeted groups to tackle engagement issues and support them to change their life chances and access opportunities either in HPC or across the community. An example of a group this can be applied to is young people under the care of children's services or targeted outreach with identified groups of Homes in Sedgemoor tenants for example.

### c) Approach Overview

- C1.3.14 As part of the Brokerage commitments, (Section 2) EDF Energy has appointed a lead Employment and Skills Manager to implement its employment outreach activities. This ESM has extensive experience of working with and supporting disadvantaged people from Somerset back into employment. EDF Energy's is working collaboratively and in partnership to develop a programme of Employment Outreach. The Employment Brokerage Manager will also play a key role in the development and design of the EDF Energy's Outreach projects. Indeed the Employment Brokerage Manager has completed a series of initial discussions in May/June 2011, with local authorities' officers and advisors, as well as community and partner organisations to refine the work.
- C1.3.15 Skills and support interventions where viable will be delivered using the facilities at the Construction Skills Centre and Hinkley Ready Skills Project at WSCC. Motivational employment outreach projects will be delivered through partnership with specialist organisations that have a track record of engaging individuals to improve their life chances.
- C1.3.16 EDF Energy will retain ownership of this programme, its design and delivery.
- C1.3.17 The government's newly launched 'Work Programme' is a key component to deliver in this area. Early conversations with Somerset County specialist staff show that there are funds available across the community, which can be targeted to support people to remove barriers to employment. An example of which is basic skills training. EDF Energy have also engaged the support of ConstructionSkills to attract funding for the establishment of employment outreach projects for Somerset that have been hugely successful on London 2012
- C1.3.18** The Employment Outreach Project will monitor and measure the amount of increased engagement with 'hard to reach' groups against the current existing engagement criteria. The data will be used to establish success factors and create further opportunity for engagement with the hard to reach groups.

### d) Project Examples

- C1.3.19 EDF Energy is currently working with partners to develop project scopes within each category, in line with the phased Employment Brokerage project, (see section 2). Examples of the projects to which partners have indicated full support are provided below, but readers should note that these will evolve to respond to the mapping of



existing community based services and the discussions currently taking place with partners, and as should be considered as indicative only at this point;

Table C1.5: Examples of possible Employment Outreach projects

Employment Outreach Type	Working Title	To Target Participation In Manual Trades
Work Ready	Job Ready	Specific to Work Programme supported by ESMs to get people into work. Links to community services and JCP clients.
Removing Barriers to Employment	Women's Project	To increase participation in manual trades
Removing Barriers to Employment	Bridge to employment	Specifically targeted at support those at risk of redundancy into sustained employment in construction
Motivational	Adult Entry	Supporting adult learning focused on supporting learning which will bridge the gap for those with little/no qualification to move towards skills needed for construction
Motivational	Young Women (aged 14- 21 years)	Targeted support with attention to those from troubled backgrounds which have interfered with their chances, learning etc
Motivational	Success through sport	Working with a partner e.g. school of hard knocks and also linking to our Olympic sponsor status re using sport to develop

C1.3.20 EDF Energy does recognise the broader need to make a positive contribution to raising the life chances of disadvantaged and unemployed people. Whilst the Employment Brokerage will have a primary focus on placing people into jobs within the Hinkley Point C contractor and operations workforce, it will cooperate and integrate with other community initiatives, stakeholders and partners who will be working to improve opportunity for harder to reach groups.

C1.3.21 EDF Energy has committed to support the following community based staff as part of the S106 agreement for site preparation works.

- Community Support Worker in Sedgemoor.
- Community Support Worker in West Somerset.
- Youth Worker across Somerset County.
- Annual fund to support the work of the community workers.
- Two Community Support Workers in districts of West Somerset and Sedgemoor.
- Employment Manager – seconded into the Employment Brokerage Team.
- Youth Worker to support disadvantaged young people to improve their life chances.

C1.3.22 EDF Energy is therefore committed to working in partnership with community partners and key stakeholder organisations to ensure that there is an effective pipeline to work for hard to reach people who are not in a position to engage directly with the 'customer journey' described earlier in figure 2-2. In doing so, EDF Energy will not seek to replicate or replace work that is already being carried out within the

community to improve the life chances of people who are not work ready and in need of significant support. It is highly unlikely that people in this element of society will become members of the HPC workforce without significant intervention and support from the State, Charities, and community and support groups. Based on experience of other major infrastructure and regeneration projects, EDF Energy believes that working in partnership and in an integrated way with established specialist community partners and public agencies will yield success in maximising community outreach and removing barriers to work faced by some Somerset people.

C1.3.23 The aim is to work innovatively with strategic partners to engage with and provide support that helps hard to reach people to re-establish self-esteem within the community and to re-engage into society as a whole.

C1.3.24 The Employment Brokerage and its associated employment outreach will therefore integrate with wider community activity in three ways:

#### **e) Partnerships**

C1.3.25 Employment Outreach will integrate with community services for workless people, to create opportunities for upskilling and employment to the 'Work ready' beneficiaries of various community outreach interventions.

C1.3.26 EDF Energy and JCP are committed to staffing the Employment Brokerage with the requisite number of ESMs to cope with demand for workers and jobs on the Hinkley Point C site. Specific ESMs will take responsibility for geographic areas and liaison with specific community groups and stakeholders. They will work in partnership with these groups and the Employment Brokerage infrastructure will also be used to enhance the effectiveness of community outreach activity. Existing outreach facilities in Sedgemoor and West Somerset will also be used to maximise opportunity for individuals to engage with specific interventions and initiatives.

C1.3.27 Meetings have already been held with strategic partners to identify current employment and community outreach provision in Somerset. The aim is to create links that allow maximum opportunity to engage with hard to reach groups within the community. Follow on meetings with Community Leaders, Community Groups and Community Centre Managers are planned to understand the nature and extent of current outreach provision and how best to utilise this to address employment opportunities from pre-employment through to employment.

#### **f) Performance Monitoring**

C1.3.28 EDF Energy will monitor and measure the amount of increased engagement via these interventions particularly with those 'hard to reach' groups against the current existing engagement criteria.

C1.3.29 The data will be used to establish success factors and create further opportunity for engagement with work ready people in hard to reach groups. The creation of a 'primacy function' within the Employment Brokerage Management Unit will give these groups the earliest opportunity to become engaged and begin to understand the benefits of this strategy and the opportunities HPC and beyond offers to them.

C1.3.30 This information will also be used to focus resources to those employment outreach projects that are improving the life chances of individuals.

C1.3.31 Summary of EDF Energy's Employment Outreach Commitments:

- to embed employment outreach as a core activity undertaken by the Employment Brokerage;
- to work with community partners to support people who are 'workless and associated' to access employment on HPC;
- To put in place at both West Somerset Community College and the Construction Skills Centre a HPC Job Ready programme, linked to the DWP, Work Programme to enable workless and associated people to access employment opportunities;
- appoint specific Employment and Skills Managers who take responsibility for a geographic area, such as Sedgemoor and West Somerset, who will broker people into work with the contractors from the community;
- to put in place and fund 'motivational' employment outreach projects to support people gain access to employment; and
- to work with ConstructionSkills and other agencies as appropriate to define and put in place 'removing barriers to work' employment outreach projects.

Table C1.6: Employment Brokerage – Lead by Joe Pojunas

Project Deliverables	Status			Description	Stakeholders Engaged (as may have impact)	Start	Finish
	In Progress	Completed	Planned				
Project initiation		✓		Engage stakeholders and agree concept and objectives	JCP	Jul-10	Sep-10
Project start-up		✓		Memorandum of Understanding, project programme and deliverables	JCP	Sep-10	Nov-10
Feasibility Study		✓		Investigation into project feasibility including market analysis and workforce forecasting	JCP	Dec-10	Jan-11
Business Case		✓		Detailed Business Case including funding and legacy	JCP	Nov-10	Mar-11
Production of phased delivery plan and implementation plan		✓		Production of delivery plan. The plan has four phases and is produced in line with workforce projections	JCP	Mar-11	Mar-11
Implementation of Phase 1 – elements detailed below	✓			Project start-up and interim brokerage offer in line with Site Preparation works	JCP, Construction Skills Centre project team, Local Authorities	Feb-11	Sep-11
Memorandum of understanding	✓			Agreement with project partner JCP of key roles and responsibilities	JCP	Apr-11	Sep-11
Appointment of Phase.1 team		✓		Appointment of Employment Brokerage Manager and lead Employment and Skills Manager, and mobilisation of JCP project staff	JCP	Apr-11	Jul-11
Implementation and testing of HPC mnemonic		✓		HPC mnemonic put in place and used for the advertisement for lead Employment and Skills Manager both nationally and with primacy	JCP	May-11	Jun-11
Communications and interim messaging	✓			Initial communications strategy. Methods for ensuring placement of initial posts.	JCP	Apr-11	Jul-11
Pilot projects	✓			Pilot projects with existing projects in the area such as the Bridgwater Morrison's development, potential pilot projects with Tier.1 contractor's projects in the area.	JCP, Tier.1s, construction project staff, Local Authorities	May-11	Aug-11



Project Deliverables	Status			Description	Stakeholders Engaged (as may have impact)	Start	Finish
	In Progress	Completed	Planned				
Project development and engagement of major stakeholders	✓			Project development and identification and engagement of major stakeholders	SDC, WSDC, SCC, Community Organisations	Jun-11	Oct-11
Scoping and identification of project requirements	✓			Meeting with key stakeholder to identify existing provision as well as identification of current gaps in outreach provision, which may lead to specific interventions	SDC, WSDC, SCC, Community Organisations	Jun-11	Oct-11
Map to DWP work programme	✓			Alignment to DWP programme with regard to funding	JobCentre Plus	Jul-11	Nov-11
Production of phased implementation plan			✓	Programme of delivery for the project split into distinct phases	SDC, WSDC, SCC, Community Organisations	Aug-11	Nov-11
Job ready Skills Programme designed	✓			Construction Skills Centre to have funding secured to support pre-employment training of people.	BC/HS&E/	Aug-11	Oct-11
Roll-out of first Employment Outreach Project			✓	Project Launch – first people engaged		Sept 11	Ongoing
Testing, review and evaluation			✓	Testing, review and evaluation of current provision and any possible further interventions	SDC, WSDC, SCC, Community Organisations	Nov-11	Nov-12
Recruitment of dedicated ESM			✓	Recruitment of Employment and Skills Manager who will work specifically on Employment Outreach working with individuals, employers and JCP	JobCentre Plus	Aug-11	Sept-12

Project Deliverables	Status			Description	Stakeholders Engaged (as may have impact)	Start	Finish
	In Progress	Completed	Planned				
Delivery Phase.1			✓	To be agreed in line with four phase implementation plan	SDC, WSDC, SCC, Community Organisations	TBC	TBC
Delivery Phase.2			✓	To be agreed in line with four phase implementation plan	SDC, WSDC, SCC, Community Organisations	TBC	TBC
Delivery Phase.3			✓	To be agreed in line with four phase implementation plan	SDC, WSDC, SCC, Community Organisations	TBC	TBC
Delivery Phase.4			✓	To be agreed in line with four phase implementation plan	SDC, WSDC, SCC, Community Organisations	TBC	TBC

## C1.4 Construction Skills Centre

- C1.4.1 EDF Energy has been working in partnership with Bridgwater College to put in place a comprehensive construction training and skills offer, that will assure that people in Somerset can access employment opportunities on the project. This work commenced in spring 2010 to ensure that a skills offer was available for the early years of the project including the Site Preparation works.
- C1.4.2 Work commenced on the Construction Skills Centre project in September 2010, with the development of a detailed project plan, the establishment of a project team and the engagement of multiple agencies to provide both technical and funding advice. The Project Team core members include Bridgwater college senior staff and EDF Energy's Construction workforce Team. Together the team developed a strategy, which is formed on the core principles of:
- **demand led training:** which requires a broad and flexible curriculum which can respond to forecasted job opportunities as determined by the employment brokerage and changing needs of contractors; Importantly, the Construction Skills Offer is designed to align and integrate with the Employment Brokerage;
  - to design a construction skills solution which makes use of the existing infrastructure in Somerset and particular Sedgemoor, which is within close proximity to the HPC construction site, building on existing capacity and facilities rather than developing a new temporary facility which would be available to workers on HPC only; and
  - delivery partner who would manage the construction skills offer on behalf of EDF Energy to assure it meets national and nuclear competency standards required of the construction workforce. The Project Team report bi-weekly on progress to the Socio-Economic Task Group, as well as undertaking detailed discussions with the members of the Skills Operations Group on a monthly basis, which includes the authorities' officers and advisors, sector skills bodies and other key skills stakeholders.
- C1.4.3 The Project Team has put in place a training model which makes full use of the existing college facilities, ranging from the Energy Centre, main college site facilities through to the newly acquired industrial space at 'Riverside', Wylds Road in Bridgwater. The latter is currently being used for EDF Energy Site Inductions and in excess of 100 people have completed their training at this location in the past few months. This activity is aimed at meeting the requirements for site preparation and other early years works.
- C1.4.4 Work is currently progressing to put in place a specific Nuclear Security Guard course at the college to assist in the recruitment and mobilisation of a guard force.
- C1.4.5 However, with the detailed planning, which has been undertaken by EDF Energy and based on the skills forecast information, it is expected that capacity within Bridgwater College for the main site works requires significant additional capacity. Moreover, it is also necessary to design in skilling opportunities that the college does not currently have the ability to offer, such as plant training. This being the case EDF Energy is committed to investing in additional college capacity, developing a new facility to supplement provision; this is known as the Construction Skills Centre.

C1.4.6 In January 2011 EDF Energy announced its commitment to Bridgwater College as their Construction Skills Delivery Partner in Somerset, at the national launch of the Energy Centre, attended by the Minister of State and other dignitaries. At this time EDF Energy made clear its commitment to invest £1.5m to increase Bridgwater College's Construction Skills capacity, through the delivery of a new Construction Skills Centre. EDF Energy made clear its intention to also invest in the Energy Skills Centre so that it would offer a learning space for its own employees. This now in active use by the project team with regular team updating sessions and other job specific training, using the excellent and modern facilities afforded by the Energy Centre.

#### a) The Construction Skills Centre Offer

C1.4.7 EDF Energy's capital investment was conditioned in two aspects; firstly the development of a robust and sustainable business case to demonstrate that the CSC was viable and sustainable to support HPC throughout the build programme. And secondly the granting of relevant planning consents for the site preparation works by West Somerset Council.

C1.4.8 Progress to date has been significant, with the agreement of a very detailed business case approved by EDF Energy and now reflected in the college's own business model. This has led to a ramping up of the project, with completed outline designs, the identification of a preferred location and the submission and approval of a Town and Country Planning Application to Sedgemoor District Council; so that consent has now been granted for the preferred location at Cannington.

C1.4.9 The Construction Skills Centre in itself has become part of the early years programme, to create the capacity for the main development and as such is considered to be an important enabler but it is not required to support the skills curriculum for the site preparation works, which is designed into the existing facilities at Bridgwater College and is incorporated within the Employments Brokerage Model.

C1.4.10 The Centre has several clear objectives:

- to create a 'one-stop-shop' to meet the training requirements of the new build nuclear and wider civil construction sector at Hinkley Point C;
- to deliver a holistic training offer that will be delivered through an integrated combination of training facilities, likely to include a new external training facility and existing facilities at Bridgwater College that include Riverside House (large internal space) and the newly built Energy Skills Centre;
- to ensure the community gain maximum benefit from the opportunities presented by the construction of Hinkley Point C;
- to create a sustainable legacy for construction skills and training in Somerset that will continue to serve the construction and civil engineering sector across the south west, beyond this project.

C1.4.11 The dedicated Civil Engineering site of the CSC in Cannington will be a unique training facility for the South West of England and is designed to accommodate state of the art training in: Construction Plant Competence Scheme (CPCS), Construction Plant Training in all types of plant being used at HPC, OSAT NVQs, Building



Services/utilities, Formwork, Steel Fixing, Steel Erecting, New Roads and Street Works.

C1.4.12 The CSC will deliver a comprehensive range of skills training that are required across Hinkley Point C through effective use of the College's other sites, facilities and partnerships with specialist providers. The broader curriculum will include course in;

- Computer Aided Design and Manufacture, Electrical Engineering, Fabrication and Welding, Fast-Track and Coded Welding, Foundation Degree in Engineering (Nuclear), IT Computer Technologies, Maintenance and Mechanical Fitting, Plant Maintenance, Lean Manufacturing, ISO 9001 Quality Management, Business Administration, Coaching and Team Building, Leadership and Management Programmes, Logistics, Security Guarding and CCTV Operation and conversion courses.

Figure C1.11: CSC, Civil Engineering Training Centre at Cannington



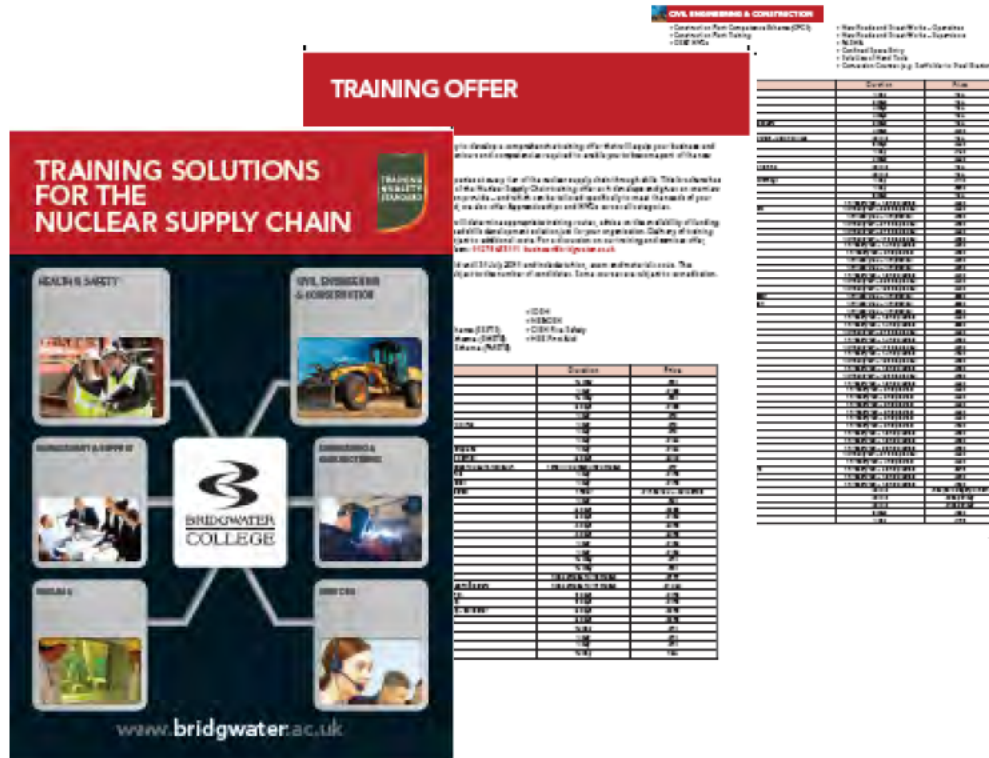
C1.4.13 Bridgwater College is currently progressing the development post planning and the project programme shows a completion for the Cannington site of the Construction Skills Centre by mid 2012. The Cannington Site of the CSC will host the Constructionarium project, which has been designed in and is incorporated as part of the approved TCPA consents (see further below).

C1.4.14 Training via the CSC will not solely be HPC focused but will be aligned to match the needs of the Somerset Construction Industry, to assure that adequate quantities of trained staff are developed to create to match the sustainable job opportunities available. This builds on specific experience from the London 2012 skilling programme, where it was found that investments in building skilling capacity for the community's construction workforce protected against the risk for labour Market displacement.

C1.4.15 As the project progresses into the main works, the skills forecast indicates the need for high volume training outputs in specialist areas. To this end work has been ongoing by EDF Energy to attract the appropriate strategic partners for the college to co-deliver in these specialist areas.

- C1.4.16 The college is utilising detailed forecasting information from the EDF Labour Forecasting model to plan for the future training in their new facility and existing facilities. A graphic of the emerging detailed programme is shown below in **Figure C1.12**.

Figure C1.12: Construction Skills Curriculum



- C1.4.17 The Construction Skills Centre will provide training interventions for a number of key target groups including unemployed and workless people and new entrants to the industry (including apprentices). It will also provide training to existing construction workers and members of the Hinkley Point C supply chain. Work will commence on Job Ready and pre-employment training on the granting of site preparation consents to ready people for entrant level jobs following mobilisation.
- C1.4.18 The key skills demands during the first two years of the centre's operation will be focussed on:

Table C1.7: Construction skills training at Bridgwater groupings

Training Type	Provision and Key Skills Demands
Health and Safety Training	Health and Safety training at the Centre will focus on the provision of qualifications for the broader workforce and will deliver the range of Site Safety Plus courses along with other IOSH, NEEBOSH training suitable for supervisors and managers.
Plant Training	Plant Training will be delivered throughout the lifecycle of the project, with the offer adapting to meet the specific plant needs of the programme as the build progresses. A large range of plant will be used and the centre will be able to reflect changes in requirements through an innovative partnership with Plant Suppliers. The centre will train and test for new entrants but importantly will also be able to renew plant operative cards subject to re-test. Operatives must be able to demonstrate safe use and handling of tools and equipment. Much training that is currently available in the market place does

Training Type	Provision and Key Skills Demands
	<p>not reflect the paramount importance of safe use of tools. The Centre will therefore be able to fill the gap through the provision of a number of courses specialising in the use of tools. Courses will be flexible enough to reflect the bespoke requirements that the site generates, along with catering for a more generic need.</p> <p>Importantly, the Centre will be a highly effective and demand led vehicle for providing an NVQ programme for shorter courses in a dynamic and changing range of trades that reflect the demands for skills at Hinkley C</p> <p>The Centre will also host all relevant card schemes and accreditations that are required for safe and effective operation on the Hinkley C site. It will provide the courses and IT required for the workforce to train and test in order to obtain relevant cards that will be required to gain site access. This will cover all target groups.</p>
Safe use of portable power tools	This course will cover up to 8 different portable power tools and will include the following elements Health and Safety Requirements, Risk Assessment, Hand-Arm Vibration Syndrome (HAVS) Personal Protective Equipment, Safe operation of hand operated power tools, Selected power tool practical assessment.
Trades – NVQs	A range of vocational qualifications will be provided here through EWPA and stand alone NVQs. Early trades are expected to include concreting, steel fixing, shuttering, groundworkers, construction operatives, civil operatives.
Card Schemes	Dependant on induction requirements the centre will be able to deliver CSCS/CPCS and CCNSG. The Centre will also host all relevant card schemes and accreditations that are required for safe and effective operation on the Hinkley C site. It will provide the courses and IT required for the workforce to train and test in order to obtain relevant cards that will be required to gain site access. This will cover all target groups.
Apprenticeship	A range of apprentice training will be offered at the centre and early courses will include construction operatives, civil operatives, plant operatives and accelerated packages for concrete and steel fixing.
Supervisors	Courses in supervisory competency will be delivered and will include SMSTS, Supervising Behavioural Safety, IOSH plus others identified through development of induction process.

**C1.4.19** **Table C1.8** shows our forecast training volumes. Essentially, Bridgwater College predict that they will sustain the provision through the Civils work. It will be necessary to change the type and nature of skills provision in 2013 to better reflect the changing nature of the jobs on-site. It is anticipated that substantive skills provision to support the later phases of the project will include for example entry level welding and industrial painting. Bridgwater College are able to assure provision of high quality 'demand led' training through its proposed partnering arrangements with 'Best in Class' commercial training partners. Negotiations between Bridgwater College and a range of commercial training partners are at a mature stage and whilst specific details cannot be provided here for commercial reasons, EDF Energy have a high level of assurance that the full training needs for Site Preparation Works, Major Civils and follow on activity will be met.

**C1.4.20** The skills investments are targeted to improve the skills of experienced workers with a focus specifically to train and develop supervisors, as well as enabling those new entrants gain access to employment and continue to develop their skills whilst working.



Table C1.8: Training Volume by Target Group – Scenario has been Developed Using Historic Data from ‘Enabling Works’ and ‘Bid Dig’ Packages at London 2012 with Regards Proportions of New Entrants, Workless and Experienced Workers

	Training Volumes 2011-2012				Training Volumes 2012-2013			
	New Entrants	Workless	Experienced Workers	Totals	New Entrants	Workless	Experienced Workers	Totals
Health and Safety	25	45	100	170	100	150	150	400
Plant Training		20	10	30		75	30	105
Safe use of Tool/Eqpt		25	25	50	50	150	100	300
Card Schemes	25	25	250	300	100	150	350	600
Trades/NVQ	25	25	10	35	50	75	75	200
Totals	75	115	395	585	300	600	705	1605

*Training volumes have been profiled on following assumptions: funding streams are secured for workless group via DWP/ESF; the construction training centre is granted planning permission in early 2011; preliminaries are granted planning permission in early/mid 2011; contractors use the training facility for their workforce; and CCNSG is prerequisite to site access*



## b) Constructionarium

- C1.4.21 The ambition has always been to create a centre of construction excellence and it is with this in mind that the Construction Skills Centre at Cannington will accommodate the Constructionarium.
- C1.4.22 Constructionarium is a hands-on construction experience for students following civil engineering and built environment courses. It allows the students to learn practically and to build bridges with industry – their future employers. It is designed to be part of a 21st Century engineering education which links the world of academic theory with contractors and consultants from the construction industry.
- C1.4.23 Working with industry partners Constructionarium, Cogent and Bridgwater College we will bring what is an already established Civils based programme to the South-West as a new Nuclear Island project developed especial for NNB. The project is designed to provide future and current undergraduates with a unique 'site' based experience through a programme of education and training delivered by 'Constructionarium'. EDF Energy has worked closely with the Cogent and has secured agreement in principle to a capital investment of £100k to support the college in embedding the Nuclear Island Design activity within the Construction Skills Centre.
- C1.4.24 The Construction Skills Centre will be the only College based permanent provider of the activity in the UK. The practical course runs for a working week, running from a Sunday afternoon until Friday afternoon, on a full time residential basis and takes the teams through a complete project cycle. The students are guided by a professional team through real, but scaled down, construction projects typically working at a scale between 1:20 and 1:100.
- C1.4.25 The physical space requirements for a Constructionarium experience to run successfully at Bridgwater have been factored into the design and planning application for the Cannington Site of the CSC. Revenue funding is required to support students of Constructionarium, which is currently the focus of continuing negotiations between participating universities, colleges and the Higher Education Funding Council for England and Wales.
- C1.4.26 The project will realise the following strategic benefits:
- contractor benefit – providing a demand led and flexible range of standard and bespoke training to match the changing profile of the contractor workforce in order to meet site and client requirements;
  - legacy use/value add – long term use for EDF Energy and its future developments as well as for South West construction sector and education; and
  - undergraduate and experience based outcomes – through a long term programme of education and training delivered by Constructionarium.
- C1.4.27 EDF Energy is already partnering with several Universities in a variety of locations throughout England, Scotland and Wales: a list is provided below. The Constructionarium Project will provide opportunity for engagement with South West HE establishments as well as Somerset adult workers, apprentices and identified groups for participation on the Constructionarium Nuclear Island Project. It will also provide a safe and interactive learning environment for school students.

C1.4.28 Summary of EDF Energy's Bridgwater College, (BC) Commitment for Construction Skills

- To invest £1.5million in the creation of a dedicated Construction Skills Centre at Bridgwater college's preferred site in Cannington. This money is payable upon agreement of a sustainable business case approved by EDF Energy and upon approval of the site preparation works planning application by West Somerset Council.
- The Construction Workforce Team to support Bridgwater College in the project planning and delivery of the capital investment programme. The re-alignment of the vocational curriculum at Bridgwater College, including supporting them to form strategic partnerships with 3rd party providers to deliver curriculum
- The embedding of a Job Ready programme to support people who are workless to use the facilities at the community college to become skilled in entry level occupations.
- To work with external partners including Cogent and Constructionarium to secure the permanent placement of the Nuclear Island Design activity at the Construction Skills Centre in Cannington, securing as appropriate capital funds to establish this, [outline commitment by Cogent £100k].
- To make available to Bridgwater College detailed workforce skills forecast information which enables the college to plan the demand led curriculum offer to prepare people for likely vacancies on the project.

Table C1.9: Construction Skills Centre – Tim Cribbens

Project Deliverables	Status			Description	Stakeholders Engaged (as may have impact)	Start	Finish
	In Progress	Completed	Planned				
Project initiation		✓		Engage stakeholders and agree concept and objectives	JCP	Jul-10	Sep-10
Project start-up		✓		Memorandum of Understanding, project programme and deliverables	JCP	Sep-10	Nov-10
Feasibility Study		✓		Investigation into project feasibility including market analysis and workforce forecasting	JCP	Dec-10	Jan-11
Business Case		✓		Detailed Business Case including funding and legacy	JCP	Nov-10	Mar-11
Production of phased delivery plan and implementation plan		✓		Production of delivery plan. The plan has four phases and is produced in line with workforce projections	JCP	Mar-11	Mar-11
Implementation of Phase 1 – elements detailed below	✓			Project start-up and interim brokerage offer in line with Site Preparation works	JCP, Construction Skills Centre project team, Local Authorities	Feb-11	Sep-11
Memorandum of understanding	✓			Agreement with project partner JCP of key roles and responsibilities	JCP	Apr-11	Sep-11
Appointment of Phase.1 team		✓		Appointment of Employment Brokerage Manager and lead Employment and Skills Manager, and mobilisation of JCP project staff	JCP	Apr-11	Jul-11
Implementation and testing of HPC mnemonic		✓		HPC mnemonic put in place and used for the advertisement for lead Employment and Skills Manager both nationally and with primacy	JCP	May-11	Jun-11
Communications and interim messaging	✓			Initial communications strategy. Methods for ensuring placement of initial posts.	JCP	Apr-11	Jul-11
Pilot projects	✓			Pilot projects with existing projects in the area such as the Bridgwater Morrison's development, potential pilot projects with Tier.1 contractor's projects in the area.	JCP, Tier.1s, construction project staff, Local Authorities	May-11	Aug-11

Project Deliverables	Status			Description	Stakeholders Engaged (as may have impact)	Start	Finish
	In Progress	Completed	Planned				
Project initiation		✓		Engage stakeholders and agree concept and objectives	Bridgwater College	Jul-10	Sep-10
Project start-up		✓		Memorandum of Understanding with Bridgwater College as partner, project programme and deliverables	Bridgwater College	Sep-10	Nov-10
Feasibility Study		✓		Investigation into project feasibility including market analysis and workforce forecasting	Bridgwater College	Dec-10	Jan-11
Business Case		✓		Detailed Business Case including funding and legacy	Bridgwater College	Nov-10	Mar-11
Interim offer	✓			Define and implement interim offer at the Bridgwater College Energy Centre and Riverside Centre	Bridgwater College	May-11	Oct-11
Alignment with Employment Brokerage	✓			Alignment of project programmes through regular meetings with Employment Brokerage project team	Bridgwater College, Employment Brokerage project team	May-11	Aug-11
Pilots	✓			Implement proposed training on pilot projects such as the Morrison's development and implement lessons learnt	Project teams and providers, Bridgwater College, Employment Brokerage project team	Jun-11	Aug-11
Design		✓		Design and value engineering	Design Team, Bridgwater College, Local Authorities	Mar-11	May-11
Curriculum Development	✓			Development of interim, year.1 and full programme offer in line with workforce projections.	Bridgwater College, Commercial partner	May-11	Sep-11
Commercial Partnership	✓			Tender for and appoint commercial partner for training delivery	Potential Commercial Partners, Bridgwater College	Apr-11	Jul-11
Funding	✓			Development of capital, revenue and privately funded elements of the Centre to a point where fully funded offer is in place	Bridgwater College, Funding agencies	Jul-11	Nov-11
Planning application		✓		Produce and submit planning application for the Centre	Bridgwater College, Sedgemoor District Council	Mar-11	May-11



Project Deliverables	Status			Description	Stakeholders Engaged (as may have impact)	Start	Finish
	In Progress	Completed	Planned				
Planning conditions	✓			Amend proposals in light of conditions	Bridgwater College, Sedgemoor District Council, Design Team	May-11	Jul-11
Procurement	✓			Procure contractor to construct the centre	Bridgwater College	Aug-11	Oct-11
Construction			✓	Construction of the centre	Bridgwater College, contractor	Dec-11	Jun-12
Launch			✓	Full launch of the centre	Bridgwater College	Jun-12	Jun-12

Table C1.10: Constructionarium – Tim Cribbens

Project Deliverables	Status			Description	Stakeholders Engaged (as may have impact)	Start	Finish
	In Progress	Completed	Planned				
Project design				Design of the project including nuclear island	Constructionarium	Apr-11	Jun-11
Pilot construction at Bircham Newton				Piloting of the design in the form of a trial construction	Constructionarium, Imperial College, Cogent, Construction Skills, National Construction College, Laing O'Rourke, plus engineer	May-11	Jun-11
Funding				Establishment of project funding including funding sources such as HEFCE	Constructionarium, HEFCE	May-11	Jul-11
Evaluation				Evaluation of pilot, design review and implementation of lessons learnt	Constructionarium	Jul-11	Aug-11
Design lockdown				Design lockdown following review	Constructionarium	Sep-11	Sep-11

Project Deliverables	Status			Description	Stakeholders Engaged (as may have impact)	Start	Finish
	In Progress	Completed	Planned				
Site preparation				Preparation of allocated site on Construction Skills Centre site for Constructionarium	Constructionarium, Construction Skills Centre project team	Sep-11	Nov-11
Launch				Launch in line with launch of Construction Skills Centre	Constructionarium, Construction Skills Centre project team	Feb-12	Feb-12

## C1.5 Hinkley Ready Skills Project

- C1.5.1 EDF Energy has been working in close partnership with West Somerset Community College (WSCC) to put in place a series of investments and improvements at their Minehead site. The purpose of which is to better equip people from West Somerset to gain the skills necessary to find employment on the Hinkley Point C project. The initiative, known as the 'Hinkley Ready Skills Project at WSCC', is completely integrated with the Employment Brokerage and Construction Skills Centre in Bridgwater, to ensure that people of West Somerset share equality of opportunities provided by Hinkley Point C.
- C1.5.2 The project involves an element of physical remodelling of existing buildings at the school and the construction of a small extension. Collectively these modifications will enable the school to offer additional vocational subjects and qualifications, which are aligned to skills and employment needs at Hinkley Point C and the wider economy in West Somerset.
- C1.5.3 Investment in WSCC is enabling EDF Energy and its project partners to tackle two key barriers to employment, namely 'travel to learn' and worklessness. In addition the facility will 'ready' people for the many mechanical and engineering and other core skilling/employment opportunities that will become available on the project.
- C1.5.4 Work on the project commenced in September 2010 to ensure that a skills offer was available for the early years of the project including the Site Preparation works. The process has involved guiding the senior management team at the college through the development of a detailed project plan, the establishment of a project team and the engagement of multiple agencies to provide both technical and funding advice.
- C1.5.5 Together, the EDF Energy and WSCC teams have developed a series of specific interventions and new courses that are formed on the same principles as the Construction Skills Centre to ensure that the interventions at WSCC are completely aligned with the EDF Energy Employment Brokerage. WSCC will provide demand led training, requiring a broad and flexible curriculum, responding to forecasted job opportunities, delivered to meet the needs of Site Preparation works and the main construction phase at Hinkley Point C.
- C1.5.6 The Project Team have been reporting bi-weekly on progress in the Socio-Economic Task Group, as well as undertaking detailed discussions with the members of the Skills Operations Group on a monthly basis, which includes the authorities' officers and advisors, sector skills bodies and other key skills stakeholders.

### a) The 'Hinkley Ready' Training and Skills Offer

- C1.5.7 The Project Team have established a model for improvements at WSCC, which makes full use of the existing college facilities, staff and areas of provision that have been assessed and described by OfSTED as 'Outstanding'.
- C1.5.8 Heads of staff from the Science, Construction, Automotive, Maths, and Business Administration departments are engaged in developing a curriculum that builds on existing strengths and introduces new and exciting courses that align to the needs of Hinkley Point C. It has been necessary to design into the re-modelling of the facility the ability for the college to extend their provision and have facilities to offer training in plant maintenance, mechanical and electrical training etc.

- C1.5.9 In January 2011, EDF Energy announced their commitment to West Somerset Community College, in conjunction with the launch of the Energy Centre at Bridgwater College. At this time EDF Energy made clear its commitment to invest £600k in the Hinkley Ready Skills Project.
- C1.5.10 The project is re-aligning specific elements of the skills provision at WSCC in the areas of mechanical and electrical training, formwork and steel fixing and plant maintenance, including the conversion of existing automotive provision to include light plant maintenance; a trade that will be an area of high demand on Hinkley Point C and in the agricultural economy.
- C1.5.11 The project is strategically aimed at maximising the opportunity that Hinkley Point C and the construction market in West Somerset represent in terms of providing sustainable employment for target groups in West Somerset. Aligning the training offer with the needs of the wider economy as well as Hinkley Point C will also ensure that there is a sustainable legacy of construction training provision for West Somerset that meets demand from construction and engineering markets in the area. The facility is designed to have capacity to support the broader requirements for construction skilling in West Somerset. A prime example of those is the plant and agricultural maintenance training. This has a relatively small requirement on HPC, but there is a very real need for the skill to support West Somerset businesses.
- C1.5.12 Following planning approval for the site preparation works, construction will start on site in late 2011. Following planning approval for the main HPC project, the number will rapidly grow to approximately 2000 in the summer of 2013. It is anticipated that WSCC will commence training through its enhanced facilities in September 2012 and that key skills demands during the first two years at WSCC will be focussed on:

Table C1.11: WSCC Construction Skills Training

Target Group	Description
14-16 Education	Funding streams for all students pre 16 are received via the LEA. There are changes proposed which will see funding allocated via the dedicated school grant. External funding will not be required for this group, whose experiences will be enhanced by investments in post 16 and new entrant training. However, existing funding mechanisms for support of this age group are fluid at this present time, as all schools in Somerset are in the early stages of negotiation re Academy status.
Plant Mechanics	In Partnership with Bridgwater College, it is anticipated that Plant Mechanics will be delivered as an apprenticeship programme serving plant hire and agricultural need, as well as increased demand through supply chain activity generated by Hinkley C NNB. A large range of plant will be used, through the partnership with the Construction Skills Centre, which will ensure that WSCC are able to reflect changes in requirements at HPC, whilst catering for a more generic need and need for Agricultural and Plant Maintenance.
Electro-mechanical	Electro-mechanical training will be delivered as an apprenticeship programme serving both local demands, as well as increased demand through supply chain activity generated by Hinkley Point C. Through delivering core electrical and mechanical training the centre will be able to respond to bespoke needs that EDF ENERGY may generate HVAC/Building Services/data/comms etc
Short Courses	By utilising the core plant and electro-mechanical delivery there will be opportunity for taster courses or bespoke training that will either lead to employment or further training opportunities.



- C1.5.13 As an integral member of both the Employment Brokerage and Skills Management teams, WSCC is aligning itself to mainstream funding and new funding streams, such as ESF and the DWP Work Programme. This is a highly innovative and ground-breaking step for the community college and is not typical for a school that offers elements of further education.
- C1.5.14 The aim is to provide a consistent spend profile at WSCC, which is in line with demand. Projections of anticipated workforce and training numbers taken from EDF Energy's forecasting of demand are feeding into the funding cases for training at WSCC and the wider Construction Skills Centre. These are being used in early discussion by WSCC to secure funds from relevant parties for future years.
- C1.5.15 Activities to support 14-16 education are being sought and met through existing LEA funding, which will also provide the school with the opportunity to deliver the Diploma in Construction and Built Environment, which will be in partnership with Bridgwater College.
- C1.5.16 Apprentices will be self-funding, in that training fees for apprentices are readily available via contracts with National Apprentice Service. Numbers for such apprenticeships have been based on minimum cohort size and perceived market need established in preliminary research.
- C1.5.17 New entrants will primarily come through the traditional FE delivery model with the Skills Funding Agency providing funding through existing contracts or via increased demand. The Brokerage will work in conjunction with Hinkley Ready to promote the JCP customers within West Somerset into training. Funding arrangements are being investigated via the DWP Work Programme Primes – Prospects and Working Links as well as the JCP contingency fund.
- C1.5.18 Training Volumes
- Skills forecasts, for Years 1-3 of the Hinkley Ready Skills Project, have been derived from an analysis of the supply and demand for construction labour, the Hinkley Point C site programme, discussions with Tier 1 contractors in bidding for the civils package and experience of other major civils works.
  - WSCC has carried out an assessment of the labour market in order to understand the potential to deliver apprentice programmes for electro-mechanical trades and plant maintenance. This assessment indicates that there is sufficient market share for the college to attract a sustainable level of interest from employers and potential apprentices to fill these programmes.
  - Travel to learn issues are being investigated and concepts such as learning pods and mobile facilities are being discussed as well as the challenge that these bring associated to cost and provision.
  - All forecasts are currently indicative and will be further refined through validation with contractors as development of EDF Energy's workforce interventions matures in the coming months.

Table C1.12: Training Volumes by Target Group (HRSP)

	Training Volume 2012-2013			Training Volumes 2013-2014		
	New Entrants	Workless	Totals	New Entrants	Workless	Totals
Health and Safety	25	50	75	100	75	175
Plant Mechanics	10		10	22		22
Formwork	10		10	15		15
Electro-mechanic	20		20	45		45
Steelfixing	10		10	15		15
Card schemes	50	50	100	100	75	175
Concrete	10		10	15		15
Short Course	25	50	75	100	75	175
Totals	160	150	310	412	225	637

C1.5.19 Summary of EDF Energy's West Somerset Community College Commitment for Hinkley Skills Ready Project:

- To invest £600k in the re-design and re-alignment of curriculum offer at the Community centre site in Minehead to support skilling for HPC and businesses. Payment will be made on agreement by EDF Energy of a business case for the project, which demonstrates its sustainability, and upon approval of the site preparation works by West Somerset Council.
- The Construction Workforce Team to support WSCC in the project planning and delivery of the capital investment programme and the re-alignment of the vocational curriculum.
- The embedding of a Job Ready programme to support people who are workless use the facilities at the community college to become skilled in entry level occupations.

Table C1.13: Hinkley Ready Skills Project – Tim Cribbens

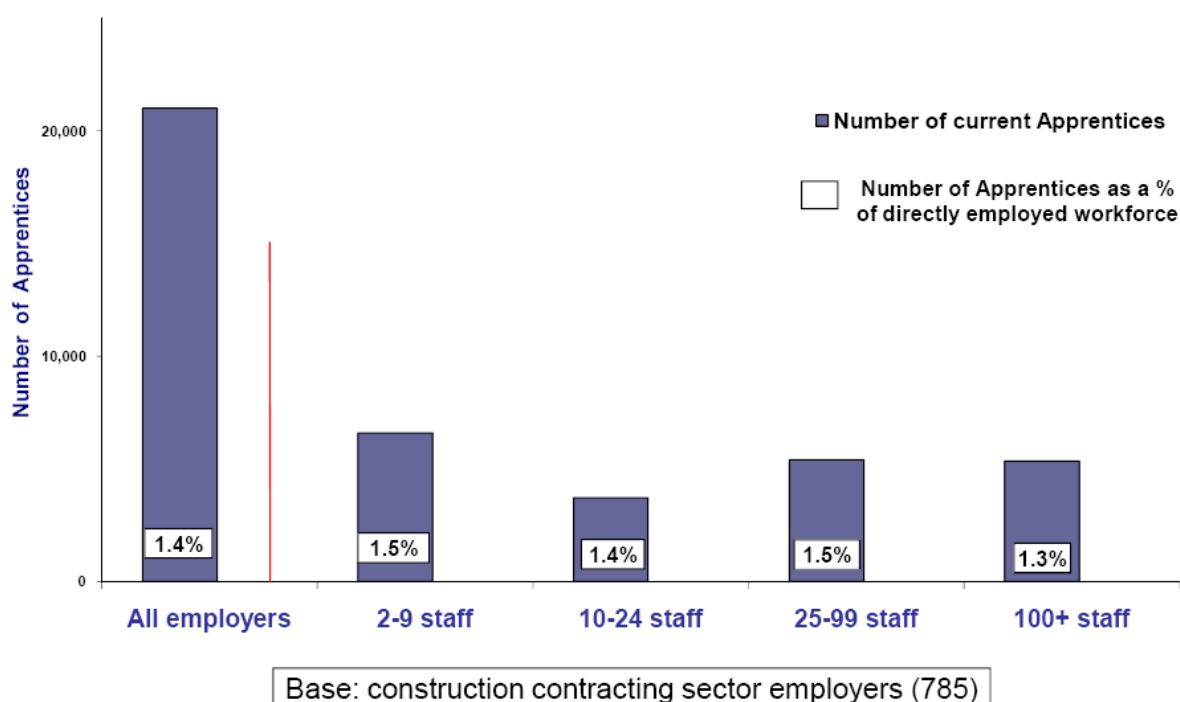
Project Deliverables	Status			Description	Stakeholders Engaged (as may have impact)	Start	Finish
	In Progress	Completed	Planned				
Project initiation		✓		Engage stakeholders and agree concept and objectives	WSCC	Oct-10	Nov-10
Project start-up		✓		Memorandum of Understanding, project programme and deliverables	WSCC	Nov-10	Dec-10
Feasibility Study		✓		Investigation into project feasibility including market analysis and workforce forecasting	WSCC	Dec-10	Jan-11
Business Case		✓		Detailed Business Case including funding and legacy	WSCC	Nov-10	Mar-11
Design	✓			Appointment of design team and design	WSCC	Sep-11	Nov-11-
Curriculum Development	✓			Design of curriculum initially for year 1 and extending to later years in line with forecasts	WSCC	Jul-11	Oct-11
Planning			✓	Planning application for the construction works	WSCC, WSDC	Oct-11	Dec-11
Construction			✓	Construction of the new build/ modifications	WSCC	Jan-12*	Jul-12*
Phased launch			✓	Phased implementation of curriculum	WSCC	Sep-11	Apr-12



## C1.6 Apprenticeships

- C1.6.1 The proportion of apprentices within the construction workforce varies considerably between the regions and nations of the United Kingdom. The highest proportion of apprentices is in Scotland at 5%, which is approximately 5 times greater than that in London at 1% of the manual workforce. The UK's government has put considerable effort into the development of policy and supporting infrastructure to significantly improve the UK's performance on apprenticeships, including establishing the National Apprenticeship Service. This drive for improved apprenticeship opportunities has filtered into the Construction Industry.
- C1.6.2 A year on from publication of the London 2012 Employment and Skills Strategy the number of apprentices reported, as working on the Olympic Park in December 2008 was 27. The London 2012 Employment and Skills Team designed the apprenticeship strategy and at the time of writing, the London 2012 'Big Build' is exceeding apprentice ambitious with approximately 420, exceeding their original 2007 target number of apprenticeships by 40%
- C1.6.3 The figure below is extracted from a recent government research project and shows the average representation of apprentices in the workforce.

Figure C1.13: Number of Current Apprentices in Workforce<sup>3</sup>

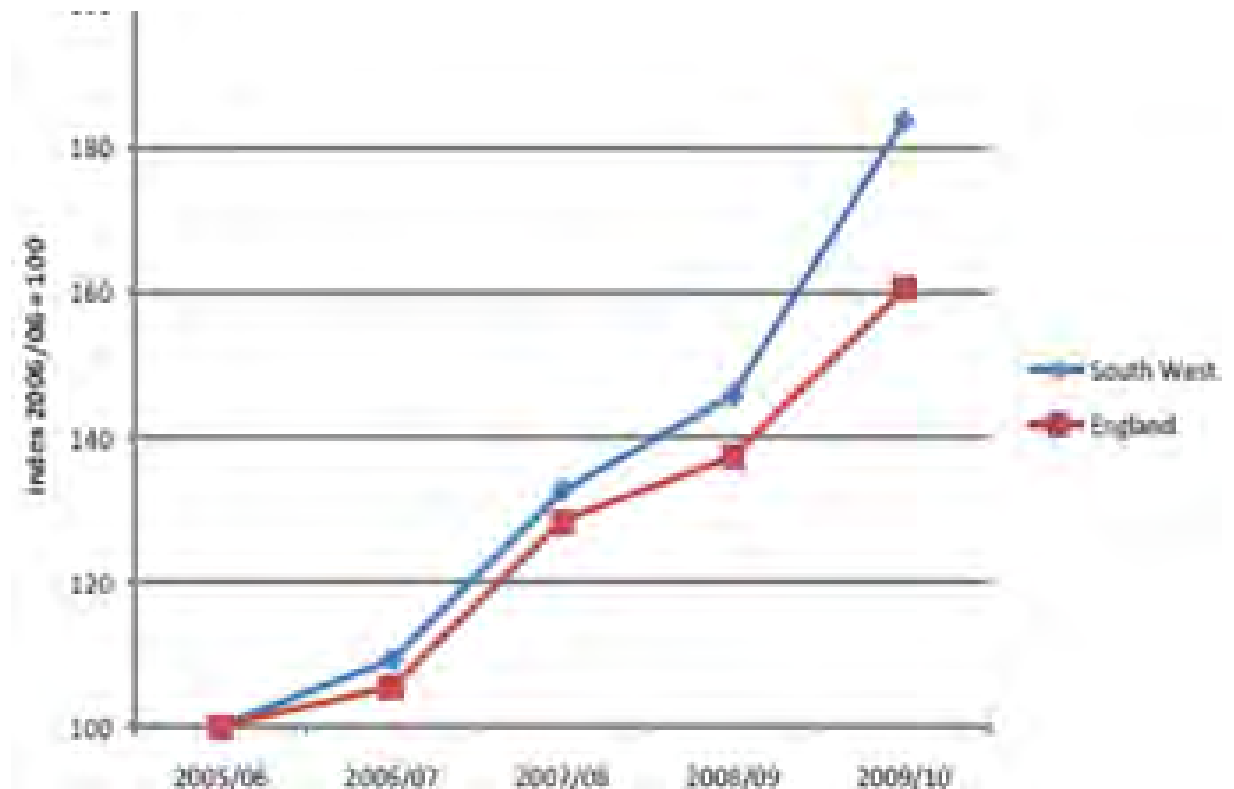


- C1.6.4 A challenge exists in engaging and inspiring young people in Somerset to take up the apprenticeship opportunities available to them. It is the case that this project which as a combined operations and construction apprenticeship requirement forecasts in region of 550 apprentices, which will be stretching. However, a recent report on the collation government's commitment and actions noted that, whilst facing the challenges of a large number of small employers,

<sup>3</sup> Skills & Training in the Construction Sector Survey 2009 – Prepared by IFF Research January 2010 for CSkills

*'In recent years the South West has been successful in driving up Apprenticeship take-up and Figure **Figure C1.14** gives a good indication of how the region has performed against the average for England. Similarly, in terms of completions, the South West has the highest success rate in England, with many South West sub-regions with success rates well in excess of 70% for 16-18, 19-24 and 25+ provisions. The National Apprenticeship Service (NAS) recognise that this can only have been achieved with a combination of: good employers, good training providers, and good learners.'*<sup>4</sup>

Figure C1.14: Total Apprenticeship Programme Starts, South West vs. England, 2005/06 – 2009/10



#### a) EDF Energy's Apprenticeship Target

- C1.6.5 During the construction phase, EDF Energy has the aspiration to achieve the National Benchmark for construction apprenticeships (CSkills data circa 2% of workforce.) To achieve this, the apprenticeship strategy requires the commitment and on-going engagement of the HPC supply chain. EDF Energy will work with its contract partners to set realistic targets for apprentice recruitment within each tier of the supply chain. Targets will be driven by forecasted demands for specific occupations at Hinkley Point C and performance will be monitored and reviewed as part of the performance and monitoring of Employment and Skills interventions by Hinkley Point C contract partners (see Section 8 below)

<sup>4</sup> Employment and Skills Partnership, Alliance Briefing Paper, June 2011, Chris Evans and Dr Andrew Dean  
SLIM, Marchmont Observatory, University of Exeter

- C1.6.6 It is the case that major contractors who are likely to be appointed to Tier 1 will have in place their own arrangement for apprentices. A successful strategy, such as that which was developed for London 2012, will harness these investments and drive the commitment through to the lower tiers of the supply chain. A well-managed, targeted cross project strategy will be self-reinforcing and realise EDF Energy's ambition to make a stepped change in apprenticeship opportunities.
- C1.6.7 The Apprenticeship Strategy will be published in full as a separate document and will include:
- an apprenticeship target which has Leadership commitment both within EDF Energy and across the supply chain partners;
  - a narrative capturing the different approaches of supply chains and the implications this has on the delivery model;
  - identify a multi-agency approach to combine the services of FE Colleges, National Apprenticeship Services and its delivery agents, as well as sector bodies;
  - a delivery plan which is actively managed and resourced;
  - apprenticeship recruitment opportunities will be forecast based on HPC supply chain requirements, to address future skills requirements;
  - seek to improve retention by integrating placement support to increase the numbers of apprentices who move on to training and become fully qualified site operatives and technical professionals;
  - have dedicated apprenticeship specialist who can recruit and support the apprentices throughout their programme of learning;
  - celebrates success.
- C1.6.8 The Apprenticeship Strategy will be underpinned by EDF Energy's Education Strategy 'Inspire', which is specially designed to engage young people in schools and colleges to ready them for the opportunities that will present. It will also engage their key influencers and to demonstrate that the apprenticeship opportunities will lead to sustainable career and employment opportunities to secure their future.
- C1.6.9 The "Festival of Futures", planned as part of the Education Strategy, is an annual careers fair, which will showcase apprenticeship opportunities available to young people on the project, and engage them on what they need to achieve to access the opportunity. This work will be aligned to other activities included within the Education Strategy to work with young people to motivate and engage them. An example of such an engagement is the work recently completed with the Smallpiece Trust. A project to support less advantaged young people, from a range of Bridgwater schools to realise their potential.
- C1.6.10 In summary HPC provides a unique opportunity for apprentices given the duration of the build programme. Young people currently participating in full time education will be able to engage with EDF Energy and its supply chain partners whilst in school and go on to complete an apprenticeship and achieve craft status. The investment in the Hinkley Skills Ready project at West Somerset Community college is also seen as a key enabler to creating a pipeline of people willing to participate in apprenticeship programmes, particularly in Mechanical and Electrical trades. Somerset College also offer a comprehensive range of construction related apprenticeship learning

programmes, which can be complimented by that which is on offer at The Construction skills Centre in Sedgemoor. The Employment Brokerage provides the infrastructure to support the pre-employment activity required to gain access to an apprentice with a contractor and this in turn will be supplemented by post-employment support provided by the ESM, (Apprentices).

## **b) Definitions**

C1.6.11 The following define clearly the distinction between an apprentice and a trainee, which will be applied across HPC.

- an apprentice is:
  - a person, who works with experienced construction staff to gain job-specific skills, is registered for training with the relevant sector skills body and is undertaking a vocational qualification and key skills. Apprenticeships are a formal agreement between the individual and the provider.
- a trainee is:
  - A person being supported to complete accredited training, or is an employee on HPC and has registered as completing registered training whilst in employment.

## **c) Features of EDF Energy's Construction Apprenticeship programme**

C1.6.12 EDF Energy will work with its supply chain partners to:

- incorporate the 2% of the workforce target;
- secure apprenticeships and facilitate contractors to implement a clear and transparent selection process for candidates;
- ensure the apprentices reflect the diversity of Somerset and specifically engage women and those from BAME background;
- provide support for the supply chain in relation to selection, recruitment and retention of apprentices;
- partner with external providers, to offer a programme of on-site support to apprentices that develops their life skills with a view to increase future retention, for example on-going pastoral care;
- support the recruitment non-construction related apprentices e.g. Customer service or Business Administration; and
- report and monitor apprenticeship performance against the target.

C1.6.13 Apprenticeships are a core element of Government training and employment policy and require the active management of the delivery of the strategy will ensure these are mitigated: including:

- funding not sufficiently or inappropriately allocated to support apprentices through the Skills Funding Agency;
- funding provision overly complex resulting in delay and lost opportunity;
- recruitment – apprenticeship opportunities are not attractive to young people;



- the Apprenticeship selection, recruitment and employment model, which will be embedded within the Employment Brokerage and be managed by a dedicated Employment and Skills Manager, (Apprentices);
- performance risk to contractors due to poor control of apprentice engagement and training.

#### d) Delivery Stakeholders

C1.6.14 The very nature of the apprenticeship project demands that stakeholders are engaged appropriately to help identify solutions. EDF Energy will work closely with organisations and representative groups to ensure we raise awareness within and across the community of the apprenticeship opportunities and encourage applications from a diverse range of candidates.

C1.6.15 The strategy is to work with project partners as well as all the Somerset FE College providers to ensure we maximise the range of provision available to offer a curriculum that fully benefits the apprenticeship offer to the Somerset Community. The offer will also be in partnership with the appointed Tier 1 Contractors and their related supply chains to maximise the apprenticeship opportunities at Hinkley Point C utilising the expertise of Employment and Skills Managers (ESMs) that will ensure a clear and transparent selection process for potential apprenticeship candidates. The ESMs will ensure that the full diversity of Somerset's community is reflected in the selection, assessment and appointment of the apprentices. The apprenticeship programme will be 'demand led' and follow the full apprenticeship framework route.

C1.6.16 Summary of EDF Energy's Apprenticeship Commitments

- To develop and implement a apprenticeship strategy in partnership with supply chain partners, Somerset training providers, National Apprenticeship Service and other Somerset stakeholders as appropriate.
- To establish with its Tier 1 contractors a requirement to target 2% of employees as apprentices in their HPC workforce and that of their supply chain partners.
- To hold an annual 'Festival of Futures' starting in 2012 and held annually thereafter, up to and including the recruitment of apprentices for the final stages of construction. The event will showcase apprenticeship opportunities and seek to advertise available apprenticeships within EDF Energy and across our supply chain partners.
- To appoint an Employment and Skills Manager who specialises in supporting young people to ready themselves for construction apprenticeship opportunities and work closely with contractors to make available their apprenticeships via the employment brokerage.
- To actively manage the delivery of the HPC apprenticeship strategy and report on performance using the key performance measures.

Table C1.14: Apprenticeships – Joe Pojunas

Project Deliverables	Status			Description	Stakeholders Engaged (as may have impact)	Start	Finish
	In Progress	Completed	Planned				
Forecasting	✓			Detailed workforce forecasting to model need	Tier.1 contractors	Jun-11	Oct-11
Research	✓			Research into regional and national data	CSkills/ Summit skills Sector Skills Councils, NAS, Training Providers SW	Jun-11	Nov-11
Stakeholder engagement			✓	Commence discussions with relevant stakeholders – most notably Local Authorities	SDC, WSDC, SCC	Jul-11	Nov-11
Curriculum offer	✓			Firm up curriculum offer for programme	Tier.1s, Supply Chain, Training Providers, Sector Skills Councils	Aug-11	Nov-11
Initial intake			✓	Initial intake of apprentices	Tier.1 contractors and Supply Chain	Sep-11	Dec-11
Contractor engagement			✓	Engagement of Tier.1 contractors upon appointment	Tier.1 contractors and Supply Chain	Oct-11	Jan-12
ESM, (Apprenticeships)			✓	Recruitment process for specialist ESM to engage candidates and work with contractors		Nov-11	Sept-12
Second intake			✓	Second intake of apprentices	Tier 1 and Supply Chain	Feb-12	Feb-12

## C1.7 The Enterprise Centre Project

- C1.7.1 EDF Energy is currently working with West Somerset Community College and West Somerset Council to determine the feasibility of establishing an Enterprise Centre Project in West Somerset. An early concept for the Enterprise Project has been developed and considered to have the potential to provide a solution to opening training or enterprise opportunities in non-construction related areas.
- C1.7.2 The Enterprise Centre Project will train young people in sustainable careers, whilst delivering services that are in demand within the community and by the workforce at Hinkley Point C. Excitingly, the Enterprise Centre Project has the potential to market to a diverse range of customers with a wide range of service related goods and products.
- C1.7.3 The Enterprise Centre Project concept is to serve the construction and future workforce, the community and visitors at HPC with products and services. In order to ensure the long term sustainability of an Enterprise Centre Project model, consultation with the authorities and key stakeholders confirms the need to focus on meeting the needs of the community and for the centre to be linked with the future operational workforce, professional and recreational visitors.
- C1.7.4 The Enterprise Centre Project aims to raise the aspiration and attainment of young people in Somerset. It will therefore be aligned and integrated with EDF Energy's Inspire Education Strategy. It is also important that a future Enterprise Centre Project is closely aligned with and benefits businesses and the supply chain, especially in relation to service industries, where wider economic strategies highlight the need for enterprise and entrepreneurship to be encouraged.
- C1.7.5 The feasibility study currently being undertaken will address these criteria and determine a business model that is robust, self-supporting, commercially viable and sustaining whilst operating at the highest levels of quality to provide services that are in demand. This approach has been tested with community representatives in Storgursey at a meeting of the (Main Site Community Forum in April) and with Williton Regeneration Forum, (June, 2011).
- C1.7.6 Work has now progressed to develop a project schedule to move from concept through to a detailed feasibility study to deliver a business case to support an investment decision. Following agreement and approval of the business case by EDF Energy the project will be implemented to align with main site mobilisation, subject to the relevant planning consents being granted.
- C1.7.7 The Enterprise Centre Project feasibility study will determine:
- a business model that will offer value to the community in which it is situated at both the district and county level, with a focused offer in niche and high demand service areas.
  - commercial viability, so that services offered are in demand by the community, visitors to the area, the construction and operational workforces at Hinkley B and C;
  - links to strong business partners;

- the potential to link with Higher Education (HE) provision in Somerset through providing opportunities for graduate placements and foundation students, linking with existing and future HE provision in WSCC, Bridgwater College and Somerset College;
- methodology and learning approach to produce graduates who are in high demand with employers because of the uniqueness and quality of their training experience;
- a methodology to enable entrepreneurial skills development so that users or graduates can grow businesses in West Somerset;
- physical facilities – establishing the most suitable location balance of new or existing buildings;
- impact of travel – developing a sustainable model that will allow trainees from West Somerset to travel and operate effectively at a location relatively close to the Hinkley site;
- opportunity to people and businesses in Sedgemoor – recognising that HPC is in the catchment of Bridgwater Schools and many West Somerset people work for businesses located in Sedgemoor; and
- sensitivities – addressing any potential adverse outcomes of West Somerset Community College operating in close proximity to, or at the Hinkley Point site.

C1.7.8 The location of the project will be a key determinant of the services made available. Indeed the early consultations on the project concepts have also shown that the location of the project will have a significant impact on service provision. Following early discussions with WSCC the following potential areas have been identified for further attention and investigation within the Enterprise Centre business model.

- **crèche:** providing services to both male and female workers who have childcare requirements during the working day and meets the needs of a diverse workforce.
- **retail:** to include services that are appropriate for the community, tourists, visitors and may include elements of E-commerce. Retail services emphasise and promote products and suppliers to maximise the enterprising impact of the centre.
- **leisure:** focussing on services that may include a Gym, personal well-being and health.
- **restaurant/catering:** possibly linked to a niche supplier that does not compete with 'mass provision' or canteens on site. This service, in particular, will link to and provide products from farms and suppliers.
- **hair and beauty:** providing hair cutting services for the community and workforce
- **tourism and commercial services:** outdoor and activity based, linking to the retail element of the centre.; and
- **business incubators.**

C1.7.9 These will be explored within the feasibility study and the final service defined in the business case.

C1.7.10 EDF Energy is committed to scoping out this project as a new and innovative approach to tackling skills and enterprise gaps in the community.



C1.7.11 EDF Energy has completed early consultations with councils and residents in West Somerset and has started the detailed scoping study that takes the points above as its priority issues. The exercise will also include the establishment of project governance, production of the outline programme and initial meetings with representatives from EDF Energy and WSCC.

C1.7.12 Subsequent stages will utilise a project group (to be developed as part of the Governance procedures) to test the results of the initial market research. This will include:

- quantitative analysis including community and workforce demographics;
- analysis of the corporate market that may buy or invest in services offered at the centre;
- consultation with potential partners, customers and the community who will benefit from the centre's operation;
- development and management of a risk register for the project;
- production of a detailed plan; and
- a focussed consultation on viable options, the outputs of which will be integrated into a detailed Business Case for the project.

C1.7.13 EDF Commitment to Enterprise Project in West Somerset

- to develop in collaboration with West Somerset Community College a feasibility study for the Enterprise Project;
- to develop a business case which sets out clearly its purpose, operating model, revenue and capital requirements as well as a delivery plan to establish the Enterprise Project; and
- to make a capital contribution of £1m on the development and agreement of a robust and sustainable business case for the Enterprise Project.

Table C1.1: Hinkley Enterprise Centre – Guy Hazlehurst

Project Deliverables	Status			Description	Stakeholders Engaged (as may have impact)	Start	Finish
	In Progress	Completed	Planned				
Scoping meeting		✓		Meeting with relevant stakeholders to agree project objectives	EDF Energy, WSCC, WSDC	Feb-11	Feb-11
Production of proposals paper		✓		Write-up of outputs of scoping meeting and review and sign-off by working group	EDF Energy, WSCC, WSDC	Feb-11	Mar-11
Stakeholder engagement	✓			Briefing of community groups with regard to proposals	Williton Parish Council, Stogursey Parish Council	Apr-11	Jul-11
Feasibility Study	✓			Market analysis, investigation of potential offer, partnering arrangements, governance and project programme	EDF Energy, WSDC, WSCC	Sep-11	Oct-11
Business Case			✓	Full Business Case for the project signed off by EDF Energy and partner organisation(s)	EDF Energy, WSCC	Oct 11	Nov 11
Project Delivery			✓	Delivery of project	EDF Energy, WSCC	TBC*	TBC

\*following outcome of Feasibility/ Business

## C1.8 Managing and Monitoring Delivery

- C1.8.1 EDF Energy is committed to managing the workforce, skilling and employment opportunities on Hinkley Point C. The project is going to be one of the largest in Europe. It is important that all beneficiaries of EDF Energy's interventions are capable of meeting the behaviours and competencies required for working at Hinkley Point C in a culture of 'Zero Harm'.
- C1.8.2 Based on experience of other major infrastructure and regeneration projects, EDF Energy appreciates the need for and is firmly committed to a rigorous project management approach to yield success across its skills and employment interventions.
- C1.8.3 EDF Energy sees the Hinkley Point C Project and its focussed employment and skills interventions, as an opportunity to engage with its contract partners and the community to ensure that EDF Energy has access to people with the highest skills and competence at the 'right time'. Crucially it is also an opportunity to ensure that Somerset people gain access to work at Hinkley Point C, are able to operate competently and safely, and enter into sustainable careers.
- C1.8.4 The Construction Workforce Team, (CWT) will manage the implementation of the CWDS from their office location in Somerset. The team will be accountable for maintaining close working relationships with the strategic partners engaged in the active delivery, including EDF Energy's Tier 1 contract partners, JCP, Bridgwater College, WSCC, Construction Skills and others as determined to implement the core strategic elements.
- C1.8.5 The CWT includes members with extensive experience of managing employment and skills interventions on major projects in the UK. The uniqueness of the approach is to apply learning and active management of the programme to drive value, to deliver against the more conventional performance criteria of Time, Cost and Quality.
- C1.8.6 Detailed programmes for each of the skill and employment interventions at Hinkley Point C have been developed and will continue to be extended as the work progresses. These are providing the assurance to EDF Energy and its key project partners that the specific projects will achieve the required results to the highest quality and on time. The CWT is accountable for the design and implementation of projects in collaboration, where appropriate with strategic partners, assuring that all projects are deliverable, sustainable and meet EDF Energy's goals, including maximising opportunities for people in Somerset.
- C1.8.7 The CWT is charged with ensuring that each project contained within this strategy provides single points of contact and governance for construction workforce development at Hinkley Point C that can help to meet the business needs of EDF Energy and its contract partners, as well as fulfilling ambitious diversity and social objectives. EDF Energy recognises that this ambition will only be achieved through effective Governance and true partnerships with local councils, skills bodies, education and skills providers, funders, charitable and Employment Outreach organisations.
- C1.8.8 The CWT will work in partnership with Job Centre Plus and skills funding bodies to provide bespoke job brokerage and pre-employment training activity. Bridgwater

College and West Somerset Community College will be key partners in delivering the right skills at the right time.

- C1.8.9 The CWT will meet with its strategic delivery partners at the Employment and Skills Operations Group (ESOG). The group will meet monthly and include senior members of staff from each of the core stakeholders and partner organisations. EDF Energy's CWT will host meetings and provide the Secretariat.
- C1.8.10 Operational strategies and updates for each of the core elements of the Construction Workforce Development Strategy will be presented for regular review. The group will also have oversight of performance and input into activities to drive improvement.
- C1.8.11 Contractors commitment
- Mobilisation;
  - engagement; and
  - measurement.

#### **a) The Importance of Effective Measurement**

- C1.8.12 EDF Energy is committed to delivering on its commitments to maximise opportunity for people and businesses in Somerset through the construction and future operation of Hinkley Point C. Obtaining accurate information on a construction workforce which is expected to peak at 5,600 people and its associated supply chain is exceptionally challenging. Such a measurement exercise has been successfully applied on only a hand full of the UK's largest projects.
- C1.8.13 Accurate measurement of the construction workforce at Hinkley Point C will be implemented by EDF Energy and will be important for a number of reasons:
- to review, evaluate, steer and inform the performance of EDF Energy's Construction Workforce Development;
  - to provide indicators that enable EDF Energy to monitor where investments are best spent and ensure that value is being maintained on each project and across the programme;
  - to be able to supply local authorities, MPs, Government, Ministers, the press and public with consistent, robust and up to date information on the structure of the workforce; and
  - to standardise the performance management of Tier 1 contractors against key construction workforce development, equality and inclusion targets, using independent information to challenge that provided by the contractors themselves.
- C1.8.14 EDF Energy has appointed an experienced business analyst with expertise in monitoring and measuring the workforce on some of the largest projects in the UK. The role carried out by this person includes responsibility for workforce data analysis, regular reporting, Labour Market Intelligence, research and forecasting activity. The CWT are also in the process of putting in systems for maintaining and managing the reporting elements of the EDF Energy's workforce reporting system and developing it to ensure that EDF Energy and its stakeholders gain optimal value from its implementation.



- C1.8.15 It is critical that the systems implemented for workforce monitoring provide strategic, evidence based advice and support on workforce issues to the EDF Energy's project directors, Tier 1 contractors, implementation teams and external stakeholders and partners. Workforce reporting is also a key tool in managing key stakeholder relationships
- C1.8.16 Three types of workforce analysis will be carried out; measurement of the actual workforce, workforce forecasting and the monitoring of discrete interventions, including the Employment Brokerage and utilisation of the Construction Skills Centre. Measurement of the actual workforce will be necessary to monitor and report the proportion of Somerset and Home Based workers employed on HPC. It will also be used to support the KPIs and the other performance measures, which will be reported as a proportion of all construction workers (**Tables 8.1** through **8.4** below).
- C1.8.17 EDF Energy recognise the importance of developing data management, monitoring and measurement solutions to track monthly progress on key interventions contained within the CWDS, which are fully DPA compliant and will include:
- a brokerage information management system for use by the brokerage team to track vacancies and positions filled. The system will also be used to share information on candidates between stakeholders within the Brokerage Management Unit and contract partners; and
  - a training and skills interventions database, which combines and integrates information received from Bridgwater College, WSCC, contract partners and the Employment Brokerage. The system will be used to report performance on all skills interventions, including apprenticeships.
- C1.8.18 With regard to measurement techniques above, a key role of the CWT is to provide robust monitoring and management information to the highest standards and integrity that are achievable on a project of this complexity and size. Outputs and deliverables are being developed with our existing contract partners and will include:
- regular provision of intelligence and performance reporting on workforce development;
  - regular updates to construction forecasts for the Hinkley Point C Workforce;
  - combined forecasts for Hinkley Point C and its associated developments;
  - strategic analysis and reports to support all the functions of the Construction Workforce Team;
  - stakeholder briefings and updates on workforce characteristics and forecasts;
  - a data integrity rating, indicating the level of confidence in data provided and recommendations on use; and
  - trend analysis of workforce data and forecasts to include 'early warning' capability on future issues.
- C1.8.19 In developing workforce measurement protocols EDF Energy have identified two primary types of information:
- **Key Performance Indicators:** specific measures for which comparable benchmark data and evidence exists and can be used to manage the

performance of EDF Energy and its contractors in matching or exceeding specific characteristics of the workforce.

- **Further Diagnostic Measures:** which support EDF Energy and its contractors in the performance management of the main KPIs and for which reliable benchmarks do not generally exist.

- C1.8.20 In implementing successful monitoring of the workforce and setting targets for achievement EDF Energy also recognise the differences of opportunity presented by the Site Preparation Works and Main Build at Hinkley Point C.
- C1.8.21 A separate set of KPIs have been proposed for the Site Preparation works. This is as a result of the socio/economic assessment, which suggests that the nature of the work is intrinsically different than the main site works at HPC. Aspirations and opportunity for, employment and skills have been modified for this element of the construction works and are shown in **Tables 8.1** and **8.2** below.
- C1.8.22 All KPIs will be published quarterly as part of an integrated communications plan, which will include web updates, a quarterly community newsletter and sustainability reporting. Quarterly performance data and analysis will also be used in a series of quarterly updates with stakeholders through the Employment and Skills Operations Group (ESOG), comprising the original 'Dillington' and other key stakeholders.
- C1.8.23 As part of the commitment to performance monitoring and stakeholder engagement, membership of the ESOG will be reviewed regularly to ensure that all relevant stakeholders are engaged in the process. Recent developments, such as the formation of the Enterprise Partnership (LEP) are likely to highlight proposed new members to the group.
- C1.8.24 The KPI's have been benchmarked against performance in either the surrounding economy, achievements on other major projects, or other nuclear build programmes. **Tables 8.1** and **8.3**, at the end of this section describe the evidence that has been used to construct each KPI for the site preparation works and main works respectively. They set a realistic and desired benchmark level of achievement against each KPI, which is placed within the context of the type of construction work being undertaken (during site preparation and main works) Somerset, regional and UK economy.
- C1.8.25 The further diagnostic measures proposed in **Table C1.3** (site preparation) and **Table C1.5** (main works) are primarily designed to assist EDF Energy and its contractors to achieve its desired benchmark levels. EDF Energy recognises that these indicators provide useful information in their own right. EDF Energy will therefore publish selected measures during quarterly reports and updates in the form of focussed articles and updates on Workforce Development and Supply Chain performance.
- C1.8.26 The scale of the HPC project has the potential to impact upon the trajectory of the wider economy as a whole, particularly in regard to the performance of specific sub sectors within construction. It is recognised by EDF Energy and local authorities that few individual projects possess this characteristic.
- C1.8.27 **Table C1.6** describes measures that EDF Energy does not intend to measure directly or publish for reasons contained within the table.

C1.8.28 Following agreement of the Specific KPIs and consultation with shortlisted Tier 1 Contractors, EDF Energy will publish a series of proposed rules and policies for the Monthly Measurement of the Hinkley Point C Workforce.

C1.8.29 EDF Energy commitments include:

- maintaining a Construction Workforce Team, at the appropriate scale, to manage the delivery of the Construction Workforce Development Strategy;
- to generate quarterly updates as part of an integrated communications strategy which set out EDF Energy commitments to delivery jobs opportunities within Somerset;
- to produce regular performance monitoring reports to provide transparency of EDF Energy's, its supply chain partners and strategic partners performance against the agreed set of workforce KPIs; and
- EDF Energy will commit to providing detailed workforce Skills forecast data in a form that will enable training providers in Somerset to plan their curriculum.

Table C1.2: Proposed Key Performance Indicators Site Preparation Works

Key Performance Indicator	Desired Benchmark	Benchmark Maximum	Comment/Evidence Base	Owner
Home Based Somerset People within the construction workforce and living within a 90 minute commute of Site Prep Works	34%	45%	Based on evidence presented in ES and internal workforce planning information detailing the specific nature of the contract work. Reflects the large civil engineering bias of the work but recognises that up to 20% of the workforce on Site Preparation Works will be non-civil.	Skills and Employment Team
Home Based People within the construction workforce and living within a 90 minute commute of Site Prep Works	43%	55%	Based on same assumption as above	Skills and Employment Team
Members of the construction workforce who were previously unemployed before working on Site Prep Works.	8%	10%	<ul style="list-style-type: none"> <li>• Site preparation works offer more entry level opportunities than the main site build at HPC. The latest unemployment rate for Somerset is 5.8% of the economically active 16+ population (SW: 5.9%, Eng: 7.4%).</li> <li>• The Somerset 12-month average claimant count rate is higher than the same period one year ago, though it remains lower than the South West and England rates. Olympic Benchmark was 7%</li> </ul>	Skills and Employment Team plus Jobcentre Plus
Number of training places provided through the Construction Skills Centre in Sedgemoor and Hinkley Ready Project in West Somerset.	100 over programme		Proportion of people trained through skills centre people at 2012 tracked the workforce consistently in a range between 8 and 10% – irrespective of whether they gained work on the Olympic park. The entry level nature of the site preparation works should provide more training opportunities through Employment Outreach Activity, which is reflected in the stretch aspiration of 100.	Skills and Employment Team B'water College and WSCC
People serving apprenticeships as a proportion of the construction workforce	2%	15	Based on non-London UK average of 2.4%. However, non-traditional and specialist nature of build will reduce apprentice proportion below national average.	Skills and Employment Team



Table C1.3: Further Diagnostic Workforce Measures for Site preparation

Potential to report	Reported as	Comment/Evidence Base	Owner
Number of people through the Employment brokerage	Cumulative, quarterly	Published quarterly	Skills and Employment Team
Number of vacancies created	Cumulative Quarterly	Reported internally for performance management purposes (conversion into Jobs) and not generally published externally.	Skills and Employment Team
Somerset Residents Placed into work through the Employment Brokerage	Cumulative Quarterly	Published quarterly	Skills and Employment Team
Women recruited into work through the Employment Brokerage	As a % of Brokerage placements, quarterly	Published periodically. We are expecting this to be higher than the national average for women in construction which is 1% in the manual trades (11% of all employment including clerical). A percentage should present a positive message.	Skills and Employment Team
Jobs safeguarded through the Employment Brokerage	As a % of Brokerage placements, quarterly	Published periodically. Using data from a specific intervention aimed at attracting new entrants into Hinkley who's previous position was under threat (either in Construction or other industry)	Skills and Employment Team
Trainees by qualification	Matrix to be agreed – published quarterly	Published Periodically. Using data collected from Bridgwater College, WSCC and the Job Ready Programme	Construction Skills Centre, WSCC
Revenue and Capital Funding leveraged through employment, skills and education interventions	£ 000s	Published periodically	Skills and Employment Team

Table C1.4: Proposed Key Performance Indicators HPC Main Project

Key Performance Indicator	Desired Benchmark	Benchmark Maximum	Comment/Evidence Base	Owner
Home Based Somerset People within the construction workforce and living within a 90 minute commute of Hinkley Point C	25%	34%	Based on evidence presented Workforce Profile and Environmental Assessment C.9 Vol.2. Represents a stretch target based on an assumption that skills and employment interventions are in place and successful.	Skills and Employment Team
Home Based People within the construction workforce and living within a 90 minute commute of Hinkley Point C	34%	40%	Based on evidence presented Workforce Profile and Environmental Statement C.9 Vol.2.	Skills and Employment Team
Members of the construction workforce who were previously unemployed before working at Hinkley Point C	6%	8%	<ul style="list-style-type: none"> <li>• The latest unemployment rate for Somerset is 5.8% of the economically active 16+ population (SW: 5.9%, Eng: 7.4%).</li> <li>• The Somerset 12-month average claimant count rate is higher than the same period one year ago, though it remains lower than the South West and England rates.</li> </ul> Olympic Benchmark was 7%	Skills and Employment Team plus Jobcentre Plus
Number of training places provided through the Construction Skills Centre in Sedgemoor and Hinkley Ready Project in West Somerset.	2000 over programme (not including CCNSG)	500 per year	Proportion of people trained through skills centre people at 2012 tracked the workforce consistently in a range between 8 and 10% – irrespective of whether they gained work on the Olympic park.	Skills and Employment Team B'water College and WSCC
People serving apprenticeships as a proportion of the construction workforce	2%	400 apprentices	Based on non-London UK average of 2.4%. However, non-traditional and specialist nature of build will reduce apprentice proportion below national average.	Skills and Employment Team

Table C1.5: Further Diagnostic Workforce Measures for HPC Main Site Project

Potential to report	Reported as	Comment/Evidence Base	Owner
Number of people through the Employment brokerage	Cumulative, quarterly	Published quarterly	Skills and Employment Team
Number of vacancies created	Cumulative Quarterly	Reported internally for performance management purposes (conversion into Jobs) and not generally published externally.	Skills and Employment Team
Somerset Residents Placed into work through the Employment Brokerage	Cumulative Quarterly	Published quarterly	Skills and Employment Team
Women recruited into work through the Employment Brokerage	As a % of Brokerage placements, quarterly	Published periodically. We are expecting this to be higher than the national average for women in construction which is 1% in the manual trades (11% of all employment including clerical). A percentage should present a positive message.	Skills and Employment Team
Jobs safeguarded through the Employment Brokerage	As a % of Brokerage placements, quarterly	Published periodically. Using data from a specific intervention aimed at attracting new entrants into Hinkley who's previous position was under threat (either in Construction or other industry)	Skills and Employment Team
Trainees by qualification	Matrix to be agreed – published quarterly	Published Periodically. Using data collected from Bridgwater College, WSCC and the Job Ready Programme	Construction Skills Centre, WSCC
Revenue and Capital Funding leveraged through employment, skills and education interventions	£ 000s	Published periodically	Skills and Employment Team

Table C1.6: Specific Measures and Reports not provided Directly by EDF Energy

Reports not provided Directly by EDF Energy	Reported as	Rationale for exclusion
Nationality or Ethnicity	Country of Origin or Ethnic background	Politically sensitive and has no bearing on Home Based workers statistic. Not published but Ethnicity will be monitored as part of EDF and Contractors own Equality Policies
Disability	Number by nature of Disability	Not published but will be monitored as part of EDF and Contractors own Equality Policies

## b) Risk and Opportunity

C1.8.30 As per project management protocols, risk registers are held at project level for the individual projects as described in this document. A number of risks that are applicable across projects/ relate to the Construction Workforce Development programme itself are highlighted below:

- Risk Information sharing (L1, I5, rating 5).
  - There are considerable cross-overs and interdependencies between the projects that make up the Construction Workforce Development Programme. There is a risk that information is not shared between projects. This risk has been mitigated by the introduction of a monthly team meeting between all project leads with a focus on sharing information and discussing opportunities for knowledge share.
- Risk Project Governance (L1, I5, rating 5).
  - Risk of poor project governance leading to issues not being resolved when escalated. This risk is mitigated by the presence of the Employment and Skills Operations Group that acts as a forum for raising project issues (issue is defined as project level risk that cannot be resolved by the project manager).
- Risk: Intervention not delivering desired outcomes (L1, 10, Rating 3).
  - Risk that skills or employment intervention is not driving adequate quantities of people to feed recruitment needs of contractors. The risk is mitigated by a 'manage and monitor' approach with a specialist delivery team embedded into EDF Energy supported by KPS information to assess effectiveness.
- Risk: Labour market displacement (L2, 5, rating 2).
  - Risk that HPC jobs are filled and the construction workforce is not backfilled. Risk mitigated through the provision of overcapacity in the CSCS and WSCC provision to allow for the commissioning of non-HPC training. Some public funding sources exist, which can be used to place people into non Hinkley Point C jobs and these will be exploited through partnerships with funding partners to ensure that opportunities are e maximised.

C1.8.31 The emphasis on specialist skills is highlighted by the Constructionarium project which provides future and current undergraduates with a unique 'site' based experience through a programme of education and training. Beyond the lifetime of the project, the Constructionarium will continue to offer opportunities related to nuclear construction and the South West construction sector. The facility also has links to the education strategy and will contribute to the take-up of STEM subjects.

C1.8.32 The Business Plans for the various Skills-related initiatives reflect the need for a change of focus of activity as the training needs in relation to Hinkley Point begin to decline. The legacy for these projects will see a gradual change of offer towards the construction industry in the wider South West area and a re-focus of some activity towards the agricultural sector in Somerset. The curriculum offered will remain 'demand led' and will be focused on the needs of the community. The continued training offer will include the requirements of the operational workforce of Hinkley Point C, which, it is forecast will plateau at around 900 workers. In particular, the focus on M&E in the Hinkley Ready offer will support links to on-site maintenance roles.



## C1.9 Employment and Skills Charter

- C1.9.1 EDF Energy is committed to working collaboratively with the local planning authorities and its community partners, to put in place an employment and skills charter, to address policy requirements.
- C1.9.2 The employment and skills charter will set out, in easy to understand language, the work that EDF Energy and its community partners will do to provide people in Somerset with opportunities for training and employment related to the HPC project. The employment and skills charter, whilst forming part of the Construction Workforce Development Strategy, will be agreed between EDF Energy, Somerset County Council and SDC and WSC in line with their policies.
- C1.9.3 The CWDS will be updated to include the employment and skills at an appropriate time following the agreement.
- C1.9.4 The employment and skills charter will contain summary details of the following:
- Introduction: High level summary of the project and the potential employment opportunities it creates for people in Somerset.
  - Jobs – a high level summary of EDF Energy's and the local authorities projects to support people into work on the project.
  - Employment Outreach – a high level summary of what support is in place/ will be in place, to help people get ready for employment and how they can access this support.
  - Employment Brokerage – how it works and how it can be used to help get a job.
  - Training – what is available, who to contact and what type of training is available and where. This will include a short synopsis of the Construction Skills Centre; Hinkley Ready Skills Project and the Enterprise Centre Project. It will also outline main touch points for other training available, provided by community partners.
  - Apprenticeships – description of what is available and how to access the opportunities.
  - Reporting – how people in the community can find out how we are doing in training and employing people into HPC project, in line with the key performance benchmarks set out in the CWDS.
  - Contact points.
- C1.9.5 The detail of the employment and skills charter will be drafted in October 2011, in consultation with the local planning authorities and with the engagement of Bridgwater College and West Somerset Community College, with the current aspiration to having it agreed and included in an updated version of the CWDS by December 2011. The EDF Energy Workforce Development Team will take the lead in managing the charter's development during this time.

## **ANNEX 2 - FINANCIAL CONTRIBUTIONS TABLE**

## Summary of all of the defined financial contributions in the DCO section 106 agreement

		Phasing of Payments					
TOPIC	TOTAL OBLIGATION	Recipients	Phased payment linked to Implementation of Phase 1	Phased payment linked to Implementation of Phase 2	Payment linked to the Commencement Date	Payment linked to the Transitional Date	Other
Housing Fund	£3,500,000	Paid to the Councils, Taunton Deane Borough Council and North Somerset Council					
Housing Fund contingency	£5,000,000	Paid to the Councils, Taunton Deane Borough Council and North Somerset Council					<i>The Housing Fund is to be increased by certain amounts if monitoring identifies that certain private-rented housing thresholds have been exceeded. Liability cap is £5,000,000</i>
EDF Energy Community Fund	£12,800,000	Paid to and applied by Somerset Community Foundation (or an alternative trust set up by EDF Energy)		£1,000,000 (less sums already paid) on the later of the Transitional Date and the third anniversary of Phase 2 Implementation  £1,000,000 annually beginning on the later of the Transitional Date and the fourth anniversary of Phase 2 Implementation until commissioning of Unit 2			Outstanding balance of the £12,800,000 fund paid on the commissioning of Unit 2
Community Safety	£3,965,105	WSC (£115,469) SDC (£264,413) SCC (£106,200) ASC (£2,864,940) DSFRS (£502,883) SWAST (£111,200)				£54,072 on or before the Transitional Date  £793,021 payable in eight equal annual instalments  £156,000 payable in four equal annual	Up to £97,072 payable in tranches against the presentation by recipients of invoices in respect of prescribed activities carried out by those recipients  If the peak number of workers in any year varies by more than 8% from EDF Energy's estimated peak workforce for that year, the relevant instalment for that year of the £2,589,986 will be revised in accordance with a prescribed formula,

## Summary of all of the defined financial contributions in the DCO section 106 agreement

		Phasing of Payments					
TOPIC	TOTAL OBLIGATION	Recipients	Phased payment linked to Implementation of Phase 1	Phased payment linked to Implementation of Phase 2	Payment linked to the Commencement Date	Payment linked to the Transitional Date	Other
						instalments  £274,954 payable to ASC in eight prescribed annual instalments  £2,589,986 payable to ASC in eight prescribed annual instalments (subject to review mechanism – see 'Other' column)	in order to fund additional police resources.
<b>Community Safety contingency</b>	£687,026	WSC (£253,552) SDC (£253,552) SCC (£68,800) ASC/DSFRS/ SWAST (£40,000) DSFRS (£71,122)					Up to £687,026 payable as and when requested following the occurrence of defined events and subject to approval by NNB GenCo of invoices presented by recipients in respect of defined types of costs incurred by those recipients
<b>Economic Development</b>	£675,840 £3,300,000 £1,480,000	SCC WSC/SDC SCC/SDC/WSC	Economic Devt Officer SDC £45,000 annually for 7.5 years beginning on the later of the Transitional Date and the second anniversary of Phase 1 Implementation  Economic Devt Officer WSC £45,000 annually for 7.5 years (as above)  Business Support initiatives (SDC) annually £75,000	SCC Tourism Info Centres £40,000 annually for 4 years beginning on the later of the Transitional Date and the second anniversary of Phase 2 Implementation  Local Tourism Officer for WSC £45,000 annually for 4 years (as above)  WSC Tourism Info Centres for £40,000 annually for 4 years (as	Strategic Economic Devt Officer - £44,480 annually for 8 years  Economic Costs of Congestion £200,000 annually for 7.5 years  Strategic Tourism Officer for SCC/SDC £45,000 for 4 years	Low carbon cluster - £40,000 annually for eight years	



## Summary of all of the defined financial contributions in the DCO section 106 agreement

		Phasing of Payments					
TOPIC	TOTAL OBLIGATION	Recipients	Phased payment linked to Implementation of Phase 1	Phased payment linked to Implementation of Phase 2	Payment linked to the Commencement Date	Payment linked to the Transitional Date	Other
			for 7.5 years (as above)  Business Support initiatives (WSC) annually £75,000 for 7.5 years (as above)	above)  Marketing and Promotion contribution to WSC of £200,000 annually for 4 years (as above)			
Education	£1,720,000	SCC (£1,520,000) £200,000 to be applied by NNB GenCo				£1,220,000 £60,000 annually for five years	With effect from the Transitional Date, £200,000 to be spent on the Education Strategy prior to the later of 30 September 2016 and the date that is 39 months after the implementation of the site preparation works
Education Contingency	£1,290,000	SCC					<i>Up to £1,290,000 to be paid by NNB GenCo in accordance with a defined formula where reports produced by the County Council show that capacity in local schools has exceeded thresholds as a result of the HPC project</i>
Health	£977,715	Somerset PCT				£325,905 annually for three years	
Heritage	£300,000	The SAVE Trust (£231,218) SCC (£68,782)			£68,782	Any time after the Transitional Date: £231,218 within 4 weeks of NNB GenCo approving a project proposal from The SAVE Trust	£10,000 of the £68,782 to be paid to SCC may be paid to The SAVE Trust instead if it is not needed by SCC
Landscape and Visual	£350,000	SCC		£40,000 annually for five years beginning on the later of the Transitional Date and the first anniversary of Phase 2 Implementation  £30,000 annually			

## Summary of all of the defined financial contributions in the DCO section 106 agreement

TOPIC	TOTAL OBLIGATION	Phasing of Payments					
		Recipients	Phased payment linked to Implementation of Phase 1	Phased payment linked to Implementation of Phase 2	Payment linked to the Commencement Date	Payment linked to the Transitional Date	Other
				for five years beginning on the later of the Transitional Date and the second anniversary of Phase 2 Implementation			
<b>Rights of Way</b>	£443,239	SCC			£296,597		£146,642 to be paid on or before to the commissioning of Unit 2
<b>Skills and Training</b>	£7,190,000	WSC (£300,000) SDC (£300,000) SCC (£240,000) Bridgwater College (£2,000,000) £4,350,000 applied by NNB GenCo and others	£210,000 annually for four years beginning on the later of the Transitional Date and the second anniversary of Phase 1 Implementation			£2,000,000	During the construction period, £4,350,000 applied by NNB GenCo and others towards Construction Workforce Development Strategy initiatives
<b>Transport</b>	£11,435,000	SCC			£200,000 annually for 2 years for Highway Design and Supervision Fees  £317,500 towards design of walking and cycling improvements  £300,000 towards design of safety and capacity schemes	£126,000 (see point 2 in the column headed 'Other')  £75,000 annually for eight years  £1,600,000 towards the undertaking of travel behaviour activities	With effect from the Transitional Date: 1. Up to £500,000 to be paid to the County Council at the discretion of the Transport Review Group for traffic management and parking control measures 2. Up to £5,160,000 (less the £300,000 already paid on or before the Commencement Date) to be paid to the County Council towards schemes proposed by the County Council to mitigate against safety and capacity impacts in Bridgwater (£126,000 of which is to be paid on or before the Transitional Date) 3. Up to £3,175,000 (less the £317,500 already paid on or before the Commencement Date) to be paid to the County Council towards schemes proposed by the County Council to provide walking and cycling improvements
<b>Transport Contingencies</b>	£4,500,000	SCC (£1,000,000) Up to £3,500,000					Up to £3,500,000 to be applied by NNB GenCo towards measures to mitigate against the impact

## Summary of all of the defined financial contributions in the DCO section 106 agreement

TOPIC	TOTAL OBLIGATION	Phasing of Payments					
		Recipients	Phased payment linked to Implementation of Phase 1	Phased payment linked to Implementation of Phase 2	Payment linked to the Commencement Date	Payment linked to the Transitional Date	Other
		<i>to be applied by NNB GenCo</i>					<i>of shortfalls against targets set out in the Construction Workforce Travel Plan and the Construction Traffic Management Plan</i>  <i>Up to £1,000,000 to be paid to the County Council to fund highway repairs identified in highway surveys as being necessary</i>
Environment	£868,500	WSC (£95,000) SDC (£741,500) SCC (£32,000)			£80,000 to WSC for Stolford Area Flood Fund on or before the later of the Commencement Date and commencement of works to infill the Holford valley	£8,000 annually for four years  £30,000	(1) £50,000 to SDC on or before first occupation of Phase 1 of Bri-A (2) £50,000 to SDC on or before first occupation of Phase 2 of Bri-A (3) £88,000 to SDC on or before first occupation of Bri-C (4) £38,500 to SDC on or before first occupation of Junction 23 (5) £500,000 to SDC on or before the commencement of Cannington Park & Ride
Council Resourcing	£3,664,000	SDC WSC SCC			SDC: £50,000 annually for 5 years (Planning Officer) £50,000 annually for 4 years (2 <sup>nd</sup> Planning Officer) £29,500 annually for 4 years (Planning Administrator) £34,000 annually for 4 years (Communications Officer) £30,000 annually for 5 years (Environmental Health Officer)  WSC: £25,000 annually	SDC: £60,000 annually for 4 years (Employment and Skills Officer) £35,000 annually for 4 years (Group Manager - Strategy) £15,000 annually for 4 years (Finance Officer) £30,000 annually for 4 years (Legal Consultant) £35,000 annually for 4 years (Customer Services Officer)  WSC: £35,000 annually for 4 years (Planning Manager) £55,000 annually for 4 years (Major	WSC (Total Technical Support): £250,000 on or before the Commencement Date; £100,000 on or before the first anniversary of the Commencement Date; and £50,000 on or before the second anniversary of the Commencement Date

## Summary of all of the defined financial contributions in the DCO section 106 agreement

		Phasing of Payments					
TOPIC	TOTAL OBLIGATION	Recipients	Phased payment linked to Implementation of Phase 1	Phased payment linked to Implementation of Phase 2	Payment linked to the Commencement Date	Payment linked to the Transitional Date	Other
					for 4 years (Planning Support Officer)  SCC: £35,000 annually for 5 years (Service Manager - Energy) £30,000 annually for 4 years (Planning Officer)	Projects Manager) £50,000 annually for 7 5 years (Planning Officer) £50,000 annually for 4 years (2 <sup>nd</sup> Planning Officer) £30,000 annually for 4 years (Finance Officer) £30,000 annually for 4 years (Environmental Health Officer) £35,000 annually for 4 years (Customer Services Officer)	
<b>TOTALS</b>							
<b>Including contingencies</b>	<b>£64,146,425</b>						
<b>Excluding contingencies</b>	<b>£52,669,399</b>	<i>Contingencies are Housing Fund top-up (up to £5,000,000); Community Safety (up to £687,026); Education (up to £1,290,000); Transport (up to £4,500,000)</i>					

### NOTES:

- (1) This table only lists defined contributions and does not cover other obligations that NNB GenCo will be liable to perform under the DCO section 106 agreement (i.e. obligations which do not involve the payment of a defined sum, such as the carrying out of highway improvement works). Such other obligations are unquantified liabilities that NNB GenCo will be liable for in addition to the defined contributions set out in this table. This table should not therefore be treated as a comprehensive summary of NNB GenCo's liabilities under the DCO section 106 agreement.
- (2) Contingent sums are shown in *italics*.



## **ANNEX 3 - SITE PREPARATION WORKS PHASES**

### Phases of the Site Preparation Works

Phase	Authorised Development within Phase
Pre-commencement works (Phase 0)	Removal of three barns and trees as shown on Plan 2; Construction of site fencing and associated perimeter access road as shown on Plan 3 in accordance with the submitted details (Appendix 2.1 of the Further Environmental Information [Part A] and Other Clarification Material [Part B] submitted in April 2011 in support of the application for the Site Preparation Works Permission); Archaeological work comprising the set-piece excavations approved pursuant to Condition G31 of the Site Preparation Works Permission; Provision and operation of plant and machinery directly associated with Phase 0 works; No other Development or works, unless expressly authorised pursuant to the conditions of the Site Preparation Works Permission.
Site Preparation Works – Vegetation Clearance (Phase 1)	Construction of site fencing and associated perimeter access road as shown on Plan 3 in accordance with the submitted details (Appendix 2.1 of the Further Environmental Information [Part A] and Other Clarification Material [Part B] submitted in April 2011 in support of the application for the Site Preparation Works Permission); Establishment of the alternative footpaths in accordance with Plan 7; Archaeological works comprising the recording of important hedgerows approved pursuant to Condition G33 of the Site Preparation Works; Removal of trees and hedgerows in accordance with Drawing HPCSPW025a Rev2 (submitted in support of the application for the Site Preparation Works Permission); Provision and operation of plant and machinery directly associated with Phase 1 works; Site establishment works; No other Development or works, unless expressly authorised pursuant to the conditions of the Site Preparation Works Permission.
Site Preparation Works – Main Earthworks (Phase 2)	Earthworks; Provision of earth retaining structures; Deep excavations; Provision and relocation of drainage infrastructure; Provision and operation of plant and machinery; Site establishments works; and associated works as listed in the description of development and shown on approved application drawings; and

	Access to site as required for Phase 2 works.
Post completion pre-"follow on" works period (Phase 3)	On-going management and maintenance of site, keeping site tidy and safe and Access to site as required for Phase 3 works.
Potential Site Preparation Works Reinstatement (Phase 4)	Removal of all structures installed during Phases 1 and 2 and reinstatement of whole application site in accordance with the Detailed Landscape Mitigation and Reinstatement Strategy submitted to and approved by the Local Planning Authority pursuant to Conditions R1 and R2 of the Site Preparation Works Permission.

## **ANNEX 4 - DEED OF COVENANT**



[2012]

**(1) NNB GENERATION COMPANY LIMITED**

and

**(2) [ ]**

---

**DEED OF COVENANT**

in relation to a deed of development consent  
obligations entered into pursuant to section 106 of  
the Town and Country Planning Act 1990  
relating to  
Hinkley Point C, Somerset

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**THIS DEED OF COVENANT** is made on the                      day of                      201[ ]

**BETWEEN:**

- (1) **NNB GENERATION COMPANY LIMITED** whose registered office is at 40 Grosvenor Place, Victoria, London, SW1X 7EN (Company Number 06937084) ("**NNB GenCo**"); and
- (2) [                      ] of [                      ] ("**Recipient**").

**WHEREAS:**

- (A) On [   ] 2012 NNB GenCo entered into the Principal Agreement pursuant to which NNB GenCo committed to make one or more payments to the Recipient subject to the Recipient entering into this Deed.
- (B) The Recipient wishes to secure the payment to it of the Contributions.
- (C) This Deed of Covenant is entered into for the purposes of ensuring that the Recipient applies the Contributions in accordance with the terms of the Principal Deed.

**NOW THIS DEED WITNESSES** as follows:

**1. DEFINITIONS AND INTERPRETATION**

- 1.1 In this Agreement the following expressions shall have the meanings set out below unless the context otherwise requires:

"**Contributions**" means the amounts expressed to be payable to the Recipient by NNB GenCo pursuant to paragraph[s] [   ] of Schedule[s] [   ] to the Principal Deed; and

"**Principal Deed**" means the agreement pursuant to section 106 of the Town and Country Planning Act 1990 in relation to the Development Consent Order 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) NNB Generation Company Limited.

- 1.2 In this Deed unless a contrary intention is shown in this Deed all expressions and phrases used in this Deed shall have the meaning ascribed to them in the Principal Deed.
- 1.3 Clause 10 of the Principal Deed shall apply to this Deed as if references therein to "this Deed" were references to this Deed.

**2. NNB GENCO'S COVENANT**

- 2.1 NNB GenCo covenants with the Recipient that in consideration for the covenants given by the Recipient in this Deed it shall pay the Contributions to the Recipient in accordance with the terms of the Principal Deed.

**3. RECIPIENT'S COVENANTS**

- 3.1 The Recipient covenants that it shall comply with the provisions of the Principal Deed as if it were a party thereto and clauses 4 to 7 of this Deed.

**4. RECEIPT OF THE CONTRIBUTIONS**

- 4.1 The Recipient covenants with NNB GenCo that it prior to receiving any Contribution it shall establish an interest-bearing account or accounts where those Contributions and/or other sums of money that are payable to it pursuant to the Principal Deed shall be held and shall promptly notify the account details to NNB GenCo.

- 4.2 The Recipient covenants with NNB GenCo that it shall on receipt of the Contributions or other amounts from NNB GenCo place the received sums of money in such account or accounts.
- 4.3 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.
- 4.4 Subject to compliance with relevant laws and its own constitutional and internal financial rules, the Recipient shall provide NNB GenCo with copies of all account statements and other correspondence received in relation to the account established pursuant to this clause 4.

## **5. APPLICATION OF CONTRIBUTIONS**

- 5.1 The Recipient covenants with NNB GenCo that in respect of monies that it receives pursuant to the Principal Deed not to spend the relevant monies other than for the purposes specified in the Principal Deed in relation to the relevant Contribution.
- 5.2 The Recipient shall within 6 months of the date on which the first Contribution is paid to the Recipient pursuant to the Principal Deed and annually thereafter until the Contributions have been spent provide NNB GenCo with an annual statement setting out details of the purposes to which the monies have been applied.
- 5.3 Notwithstanding clause 5.2, 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 the Principal Deed and the Recipient covenants 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 Recipient 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 on which the first Contribution is paid to the Recipient pursuant to the Principal Deed and no more than one audit in any subsequent 12 month period.

## **6. UNSPENT CONTRIBUTIONS**

- 6.1 If any amount of money paid to the Recipient under the Principal Deed by NNB GenCo remains unspent within four years of the date that amount was paid by NNB GenCo, the Recipient shall repay any unspent monies to NNB GenCo or its nominee together interest accrued thereon.

## **7. COMMUNICATIONS**

- 7.1 The parties agree that where particular mitigation works, projects or benefits are funded from any of the Contributions secured under the Principal Deed:
- 7.1.1 NNB GenCo shall have the right to be acknowledged as having funded such works, projects or benefits;
- 7.1.2 EDF Energy branding and/or corporate images or logos shall be included (at the discretion of NNB GenCo) in literature or publicity material relating to such works, projects or benefits;
- 7.1.3 signage (at the discretion 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



7.1.4 NNB GenCo shall have the right to be involved in publicity activities relating to such works, projects or benefits in consultation with the Recipient.

## **8. 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.

## **9. JURISDICTION**

9.1 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.

9.2 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).

**IN WITNESS** whereof the parties hereto have executed this Deed on the day and year first before written

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

Director

Director/Secretary

4

## **ANNEX 5 - PRS THRESHOLDS**

## Annex 5

### PRIVATE-RENTED SECTOR BED-SPACE THRESHOLDS

Ward Cluster	PRS Threshold
<b>SDC Area</b>	<b>1,005</b>
Bridgwater	544
Burnham and Highbridge	377
Cannington	84
<b>WSC Area</b>	<b>436</b>
Hinkley Point / Stogursey	44
Minehead	261
Watchet and Williton	131
<b>NSC Area</b>	<b>920</b>
<b>TDBC Area</b>	<b>372</b>

#### NOTES

1. Pursuant to Schedule 2 to the Site Preparation Works Section 106 Agreement, NNB GenCo has already committed to pay £4m of the Housing Fund to West Somerset Council. Under the terms of that agreement, this sum will only be spent within Sedgemoor and West Somerset. The £4m sum is sufficient to provide a minimum of 800 additional bed-spaces which will increase the spare capacity in the market and therefore reduce the possibility of members of the project workforce exceeding the amount of spare capacity in Sedgemoor and West Somerset. In addition, this S106 Agreement provides an additional minimum of £1m for Sedgemoor District Council; £500,000 for West Somerset Council; £697,554 for North Somerset Council and £660,824 for Taunton Deane Borough Council which will be used to increase the spare capacity in the market.
2. NNB GenCo's central case in the Environmental Statement submitted to the Infrastructure Planning Commission on 31 October 2011 assumes that 750 workers will choose accommodation in the private-rented sector. The Site Preparation Works Section 106 Agreement therefore provides advanced mitigation for any scenario where there are more non-home-based workers in the two Districts than was forecast in NNB GenCo's central case.
3. On the assumption that the additional 1,360 bed-spaces that the pre-allocated £6.8m is expected to provide will increase PRS capacity pro-rated to existing PRS capacity in the four Districts, the table above sets out the assumed spare bed-space capacity thresholds in each ward cluster and at the District level.



## **ANNEX 6 - COMMUNITY SAFETY MANAGEMENT PLAN**

# Hinkley Point C | Development Consent Order Application

## Environmental Statement

Doc Ref 4.18  
October 2011

## Environmental Statement - Annex 6 Community Safety Management Plan



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# **Community Safety Management Plan**

## **October 2011**



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## FOREWORD

The Community Safety Management Plan (CSMP) has been developed through collaborative working with the emergency services providers, Somerset County Council and local authorities with responsibilities within the Districts of West Somerset and Sedgemoor. This has been achieved through workshop activities, a monthly meeting of the Emergency Services and Local Authorities Group, attended by the organisations listed below, multi-lateral meetings with the key stakeholders and bi-lateral meetings with emergency services and local authority representatives. EDF Energy developed a draft of the CSMP following initial consultation in February 2011 and then refined this over eight iterations in order to ensure the creation of a document that meets the needs of all key stakeholders.

The CSMP outlines the approach to community safety in Somerset and considers the potential impact that the building of Hinkley Point C may have. It sets a strategy for mitigating any negative impacts through monitoring and management, making use of the most appropriate resources. In doing so the document recognises the importance of collaborative working with the emergency services and local authorities. Reference should be made to Volume 2, Chapter 9 of the Environmental Statement for a formal assessment of public service impacts arising from HPC making use of statistical information.

EDF Energy would like to thank the following organisations and the key people within each organisation for working collaboratively to develop this strategy.

Somerset County Council	P Lincoln, M Pollock, T Hurry
Sedgemoor District Council	Ms K Blackwell, Ms A Farmer, Ms L Vanzyl, Ms N Gautrey, N Mitchard
West Somerset Council	P Hughes
Avon and Somerset Constabulary	S Crago, C Kirk, S Pope, Ms S Marks
Devon and Somerset Fire and Rescue Service	N Matthews, J Grellier
South Western Ambulance Service	
NHS Foundation Trust	M Woolgar
NHS Somerset Primary Care Trust	S Brock

Version 5.0 of the CSMP has been prepared for inclusion within the Development Consent Order submission. The Worker Code of Conduct and an Overview of the Outline Contingency Response Arrangements and Strategic Relationship Protocols have been attached as appendices.



## PREAMBLE

The construction of Hinkley Point C (HPC) is one of the largest and technologically complex construction projects ever to be built in the UK and will require a highly skilled and competent construction workforce across all skill levels. In addition to creating significant employment opportunities for people living in Somerset, the project will also require the skills of non home-based workers. It is estimated that in the order of 5,600 workers will be employed at peak construction.

The HPC Project will bring significant economic benefit to the community, it is also recognised that there is the potential for negative impacts. This has been formally assessed by an Environmental Impact Assessment, the scope of which was agreed with the Infrastructure Planning Commission (IPC), and is informed by ongoing consultation with statutory consultees including West Somerset Council (WSC), Sedgemoor District Council (SDC) and Somerset County Council (SCC), and also by comments received from consultees including local residents and members of the public. Details of the formal assessment of socioeconomic impacts is set out in Chapter 9, Volume 2 of the Environmental Statement. This confirms negligible impacts on emergency services and community cohesion at a regional level with minor negative impacts locally.

The CSMP has been written to consider potential impacts through pro active and collaborative working between EDF Energy, the emergency services and local authorities in respect of their responsibility for community safety. This has been achieved through workshops, multi-lateral and bi-lateral meetings and has captured all views, whether supported by an evidence base or perceived. Potential mitigations have been identified and a strategy for ways of working has been developed.

A second document prepared in consultation with the Emergency Services and Local Authorities Group is the Outline Contingency Response Arrangements (OCRA). The OCRA document considers potential incident scenarios that may occur during the construction phase of the HPC Project and identifies the possible mitigation measures required to deal with these incidents. It confirms communication between parties and establishes a strategic level emergency procedure to deal with on site incidents and off site incidents impacting on access to site.

Strategic Relationship Protocols (SRPs') have been drawn up to confirm how parties will co-operate with each other to achieve the stated objectives for both site preparation works and main works. Remuneration for any additional resourcing commitment by the public service providers is identified and agreed between parties.

The OCRA and SRPs include security sensitive information and are not therefore included within the DCO submission. A summary document has been prepared in order to explain the function of the OCRA and SRPs and to provide an overview of their content. This is appended to the CSMP.

Collaborative working with public service providers was initiated by the formation of the Emergency Services and Local Authorities Group in September 2010 and focus on community safety commenced with a day workshop held in January 2011. This explored in open forum potential impacts that could arise from the project. There have been formal monthly meetings of the group since September 2010 to review the developing document whilst meetings with individual organisations infilled necessary detail. Monthly meetings have followed a pre agreed agenda, minutes have been taken and actions given. Progress on actions has been reviewed at the commencement of each meeting. Membership of the Emergency Services and Local Authorities Group comprises; Somerset County Council, Sedgemoor District Council, West Somerset Council, Avon and Somerset Constabulary, Devon and Somerset Fire and Rescue Service, South Western Ambulance Service NHS Foundation Trust and NHS Somerset Primary Care Trust.

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## EXECUTIVE SUMMARY

The purpose of this document is to provide the reader with an understanding of the current approach to community safety, together with related community support networks, in Somerset and the potential impact that the building of Hinkley point C may have. It goes on to set out a strategy for mitigating any negative impacts through structured monitoring and management, making use of the most appropriate resources. In doing so the document recognises the importance of collaborative working with the key public service providers.

Responsibility for addressing issues of community safety will rest with the body with the appropriate skills and experience and, in some instances, the statutory duty and powers.

EDF Energy will work with the emergency services and local authorities and, where appropriate, third sector organisations, to deliver community safety initiatives that mitigate the impact of the construction workforce within the community. Where appropriate, additional resourcing has been agreed and this is confirmed within the S106 agreement for the Planning approval for site preparation works and the Planning Statement within the Development Consent Order.

Through stakeholder consultation, initiated by a joint workshop and capturing all views, both measurable and perceived, key risk areas for potential negative impact on community safety have been identified. These are:

- Non-home based workers and their families
- Crime and disorder
- Night time economy
- Accommodation
- Equalities and community cohesion

Details of the formal assessment of socioeconomic impacts are set out in Chapter 9, of the Environmental Statement. This concludes negligible impacts on emergency services and community cohesion at a regional level with minor negative impacts locally.

A range of mitigations has been developed in consultation with the Emergency Services and Local Authorities Group and these are outlined within this document.

The Emergency Services and Local Authorities Group will remain the key stakeholder group in respect of matters related to the CSMP and OCRA and will deliver the objectives of the CSMP and OCRA, monitor impacts on community safety and the



emergency services, address community safety issues and make recommendations for action where appropriate.

Each representative will be responsible for the flow of information into that part of the community or community activity for which he/she is responsible. He/she will also be responsible for bringing community feedback from the area in question to the group.

Detailed within this document is a summary of the OCRA and SRPs. The full documents contain sensitive information and cannot therefore be included; the summary document provides the reader with an overview of incident response arrangements and ways of working by EDF Energy and the emergency services and an understanding of the purpose of SRPs.

# 1. COMMUNITY AND PROJECT CONTEXT

## 1.1 Purpose of document

1.1.1 This document provides the reader with an understanding of the current approach to community safety in Somerset, together with related community support networks. It considers the potential impact that the building of Hinkley Point C (HPC) may have, complementing the assessment within Chapter 9, Volume 2 of the Environmental Statement. The strategy sets out measures to mitigate impacts through structured monitoring and management, making use of the most appropriate resources. The document recognises the importance of collaborative working with the emergency service providers and local authorities.

1.1.2 The objectives of the CSMP are to:

- Review current Somerset community safety and emergency services provision in order to set a baseline;
- Set out the relevant technical evidence base for the HPC proposals;
- Identify the community safety related issues and potential impacts which EDF Energy in liaison with the community safety stakeholders in Somerset will seek to manage;
- Identify appropriate means of monitoring and suitable mitigations for potential impacts; and
- Identify which stakeholders will be responsible for mitigation and monitoring measures and map out resource implications.

## 1.2 Structure and context

1.2.1 This document has been developed in collaboration with Sedgemoor District Council (SDC), West Somerset Council (WSC), Somerset County Council (SCC), Avon and Somerset Constabulary (SCC), Devon and Somerset Fire and Rescue Service (DSFRS), South Western Ambulance Service NHS Foundation Trust (SWAST) and NHS Somerset Primary Care Trust.

1.2.2 Part One of the document introduces the reader to the background of the Hinkley Point C project in the context of community safety. Part Two then confirms the technical evidence base that has a likely impact on the provision of community services. Part Three sets out the proposed strategies for managing the impact of the project, with Part Four stating the mechanics of management of impacts.

- 1.2.3 The Outline Contingency Response Arrangements (OCRA) has been developed through collaboration with the above stakeholders. As a consequence of its inclusion of security sensitive information, the full OCRA is not included within the DCO submission, however a summary document describing its purpose and structure is attached at Appendix 1A.
- 1.2.4 Strategic Relationship Protocols have been drawn up to confirm working arrangements between each emergency service and EDF Energy. The security sensitive nature of their content prevents their inclusion within the DCO submission but further description on their purpose is set out in Appendix 1A.
- 1.2.5 The project is comprised of the following elements:
- A UK EPR two reactor power station to be built adjacent to the existing station, including a temporary jetty to facilitate construction.
  - Accommodation campuses at three locations; in the southern part of the HPC development site, at the Bridgwater A site and the Bridgwater C site.
  - Park and ride facilities at four locations; Williton, Cannington and junctions 23 and 24 of the M5 motorway.
  - Refurbishment and extension of Combe Wharf and a new freight lay down facility.
  - Freight management facilities at junctions 23 and 24 of the M5 motorway.
  - A by-pass to the West of Cannington.
- 1.2.6 Figure 1-1 illustrates the locations of construction sites for HPC and highlights towns in the locality.



Figure 1-1: Map Showing Proposed Location of Main Hinkley Point C Site and Associated Development Sites



## 1.3 Scope of Community Safety Management Plan

- 1.3.1 This document deals with community safety in relation to the proposed new development at Hinkley Point C, i.e. potential incidents within the community.
- 1.3.2 It should be read in the context of the assessment of socioeconomic impacts set out in Chapter 9, Volume 2 of the Environmental Statement which confirms negligible impacts on emergency services and community cohesion at a regional level with minor negative impacts locally.
- 1.3.3 The CSMP forms one of a suite of strategies and should be read in conjunction with other documents in order to provide a holistic view of all community facing aspects of the project. These include:
- Accommodation Strategy, included within the 'Other Documents' section of the DCO submission;
  - Health Impact Assessment, which includes the Health Action Plan, and is included within the 'Other Documents' section of the DCO submission;
  - Economic Strategy which is included within the 'Other Documents' section of the DCO submission, which includes; the Public Information Centre Strategy, the Construction Workforce Development Strategy, the Local Supply Chain Engagement Strategy and the Education Inspire Strategy ;
  - Environmental Management and Monitoring which is included within the DCO submission; and
  - Transport Assessment which is included within the DCO submission.
- 1.3.4 In considering potential impacts and possible mitigations, stakeholders have had regard to information within EDF Energy's Stage 2, Stage 2a and Junction 24 consultation documents. In addition, subsequent information has been made available in the document entitled 'Consultation: Update on Proposed Changes to 'Preferred Proposals February 2011' which included the HPC Workforce Profile, included as Appendix 9a in Volume 2 of the Environmental Statement.
- 1.3.5 The CSMP will be subject to periodic review and update to ensure that it remains robust to support the project through the construction programme. A Formal annual review is anticipated by the stakeholder group with strategic oversight of all socioeconomic matters, yet to be established. Quarterly review by the Emergency Services and Local Authorities Group as a formal agenda item at meetings will provide self assurance and a means of raising issues requiring attention between strategic reviews.

## 1.4 Stakeholders

1.4.1 Table 1-1 provides a summary of community safety related roles & functions. A detailed baseline assessment of the roles of key stakeholders is attached at Appendix 1B.

Stakeholder:	Summary of community safety related roles/functions:
West Somerset Council (WSC)	<ul style="list-style-type: none"> <li>Local Authorities, including WSC &amp; SDC, have Community Safety related duties under a number of pieces of legislation, (including the Crime &amp; Disorder Act 1998) and have key policies encompassing Community Wellbeing &amp; Safety, including WSC Corporate Priorities (2010-2011) and SDC Corporate Strategy (2009-2014).</li> <li>Community Safety Team comprising of Community Safety Officers with roles &amp; responsibilities covering but not limited to: <ul style="list-style-type: none"> <li>Community safety initiatives to reduce Crime &amp; Disorder and Anti-Social Behaviour (ASB).</li> <li>Member of the Safer Somerset West Community Safety Partnership.</li> <li>Manage &amp; respond to reports of ASB &amp; working in multi-agency response to monitor ASB.</li> <li>Work with partners to reduce hate crime, domestic abuse, and serious acquisitive crime, counter terrorism threat, business crime, night time economy issues, social cohesion issues &amp; ASB.</li> <li>Work with local communities on issues of concern.</li> </ul> </li> </ul>
Sedgemoor District Council (SDC)	<p>In addition to the above SDC have responsibility for:</p> <ul style="list-style-type: none"> <li>Related services include: CCTV, Housing, Clean Surrounds/Street Cleaning, Licensing, Environmental Protection/Health, Equalities etc.</li> <li>Part of the Somerset Local Authorities' Civil Contingencies Partnership. In an emergency provides community leadership and humanitarian assistance to the affected community.</li> </ul>
Somerset County Council (SCC)	<ul style="list-style-type: none"> <li>Local Authorities, including SCC, have Community Safety related duties under a number of pieces of legislation (including the Crime &amp; Disorder Act 1998). SCC has key policies and performance indicators in respect of creating and maintaining safer communities within strategic documents, (e.g. Somerset's Local Area Agreement, Somerset's Sustainable Community Strategy 2008-2026 and SCC's Annual Plan 2009/2010).</li> <li>SCC has a Community Safety Team, covering community safety roles including but not limited to: <ul style="list-style-type: none"> <li>Member of a number of Community Safety related forums including the Safer Somerset West Community Safety Partnership.</li> </ul> </li> </ul>

Stakeholder:	Summary of community safety related roles/functions:
	<ul style="list-style-type: none"> <li>– Work with partners in relation to a number of community safety related matters including; reducing crime, alcohol related crime, harm from drugs, drug related crime and reducing reoffending rates.</li> <li>– SCC has a leading role in commissioning services around care and support throughout Somerset including services for victims of domestic abuse and services for drug and alcohol dependency.</li> <li>– Community Safety Officer covering Inter-personal violence.</li> <li>• Related SCC community safety services include: Safeguarding Children Board, Youth Offending, Domestic Abuse, Hate Crime, Safeguarding Adults Board, Road Safety Partnership, Trading Standards, Community Cohesion Unit (provide support to migrant workers), Drug &amp; Alcohol Action Team (DAAT)</li> <li>• Part of the Somerset Local Authorities' Civil Contingencies Partnership and provides the Somerset Local Authorities' Civil Contingencies Unit as the operational unit of this partnership. In an emergency provides community leadership and humanitarian assistance to the affected community.</li> </ul>
Avon & Somerset Constabulary (ASC)	<p>Police officers of ASC undertake to protect life and property and cause the peace to be kept. To preserve and prevent all offences against people and property and discharge all duties safely thereof according to law. This includes;</p> <ul style="list-style-type: none"> <li>• Neighbouring policing</li> <li>• Existing Hinkley Point Liaison</li> <li>• Operational Planning</li> <li>• Specialist policing and response teams, e.g. Road Policing, Counter Terrorism (note maritime is covered by Counter Terrorism)</li> <li>• Part of Safer Somerset West Community Safety Partnership</li> </ul>
Devon & Somerset Fire & Rescue Service (DSFRS)	<ul style="list-style-type: none"> <li>• DSFRS has emergency response services and will mobilise resources to provide assistance to a wide range of incidents including: Fire fighting and rescue, road traffic collisions, terrorist incidents, non-fire rescues (e.g. people trapped in machinery), urban search &amp; rescue, major flooding incidents, non-road transport incidents, line rescue, co-responder medical response etc.</li> <li>• DSFRS has specialist resources including: 'Specialist Rescue' Technicians (including technicians trained for water rescue, working at height, confined spaces etc), 'Special Operations' team (e.g. High-Volume Pumping, Urban Search &amp; rescue, Mass Decontamination, Enhanced (&amp; Support), trained staff in Marine fire fighting etc.</li> <li>• DSFRS has a Strategic &amp; Tactical Leadership (i.e. Gold, Silver &amp; Bronze Command).</li> <li>• DSFRS has Community Safety services to help prevent incidents from occurring, to protect people if an incident occurs and minimise the wider impact of incidents. DSFRS has a number of community safety related</li> </ul>

Stakeholder:	Summary of community safety related roles/functions:
	<p>programmes/initiatives which they run and/or are involved in covering three main areas: Prevention, Education &amp; Protection.</p> <ul style="list-style-type: none"> <li>Part of the Safer Somerset West Community Safety Partnership.</li> </ul>
South Western Ambulance Service NHS Foundation Trust (SWAST)	<ul style="list-style-type: none"> <li>SWAST duties are to respond to all emergency and urgent calls from the local communities and other health care professionals.</li> <li>SWAST has specialist trained staff and equipment including Special Operations Response Teams (SORT): (e.g. in Chemical, Biological, Radiation &amp; Nuclear (CBRN) incidents, Hazardous Area Response Teams (HART).</li> <li>SWAST has community co-responders that respond for them in the first instance.</li> </ul>
Somerset Local Authorities' Civil Contingencies Unit (SLACCU)	<ul style="list-style-type: none"> <li>SLACCU co-ordinates civil protection for the Somerset Local Authorities, who have a wide range of functions that are likely to be called upon during an emergency response.</li> <li>SLACCU maintains the Off-site Nuclear Emergency Plan for Hinkley Point nuclear site.</li> </ul>
Avon & Somerset Local Resilience Forum (LRF)	<ul style="list-style-type: none"> <li>Mechanism by which multi-agency emergency responders within Avon &amp; Somerset can co-operate collectively.</li> <li>LRF made up of key organisations including ASC, DSFRS, local authorities, health agencies and Environment Agency.</li> <li>LRF has duty to identify, assess and plan for the mitigation of potential risks to the community and has a core function to produce a Community Risk Register (CRR).</li> </ul>
Primary Care Trust (PCT)	<ul style="list-style-type: none"> <li>The Community Safety remit of the PCT is currently located within the Public health department of the PCT which commissions or part funds various community safety services including: DAAT (based at SCC), domestic violence worker (based at SCC), and Sexual Assault Referral Centre.</li> <li>The PCT is represented on related forums such as the Safer Somerset West Community Safety partnership.</li> </ul>

Table 1: Summary of Community Safety Related Roles & Functions of Public Service Providers



## 2. TECHNICAL ASSESSMENT

### 2.1 EDF Energy technical assessment

- 2.1.1 DF Energy produced a Technical Note, in consultation with the local authorities, which set out the likely workforce profile required to build HPC. This is included as Appendix 9a in Volume 2 of the Environmental Statement.
- 2.1.2 The technical note provides a profile which shows the development of the workforce at HPC during the construction period and gives a more detailed understanding of the likely job types and skills mix for the earlier contracts. It also assesses the labour supply and the split between home based and non-home based workers.
- 2.1.3 Figure 2-2 below shows an estimation of workforce numbers in the construction phase, with consideration of skill type.

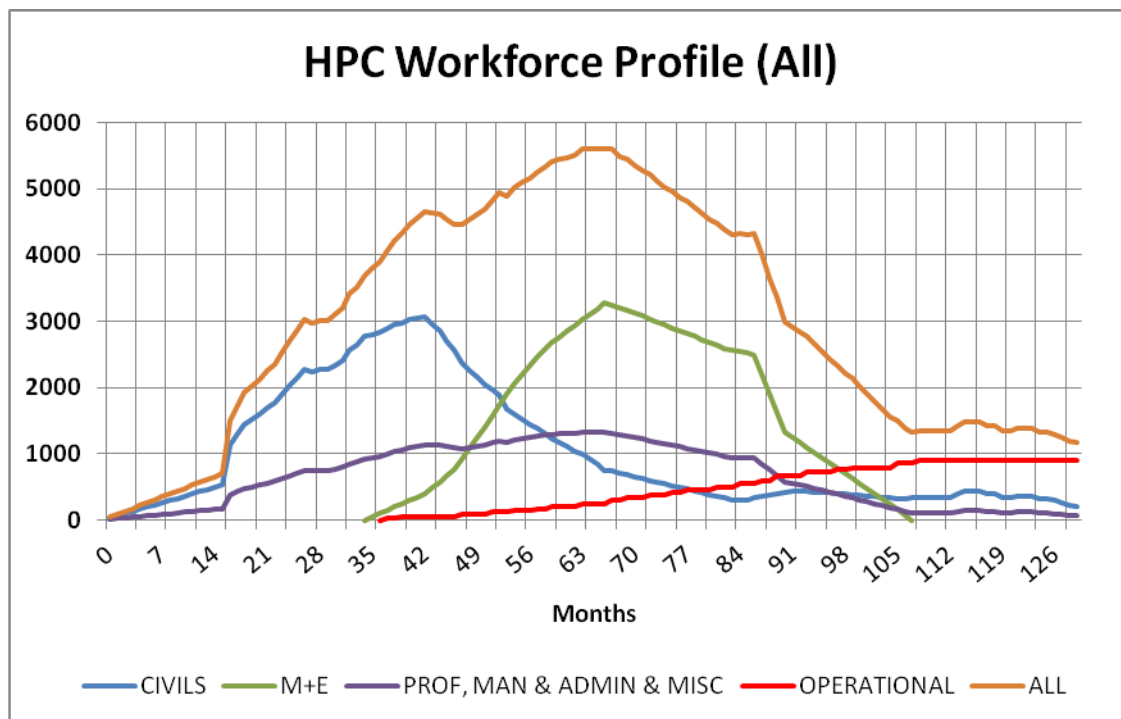


Figure 2-2: HPC Workforce Profile

- 2.1.4 In the order of 34% of workers will be home based. The non home-based workers will make use of a variety of accommodation types whilst working on the HPC Project, including campus accommodation, hotel, bed and breakfast, private rented, holiday let and lodgings.

2.1.5 Figure 2-3 provides an indication of where workers may stay.

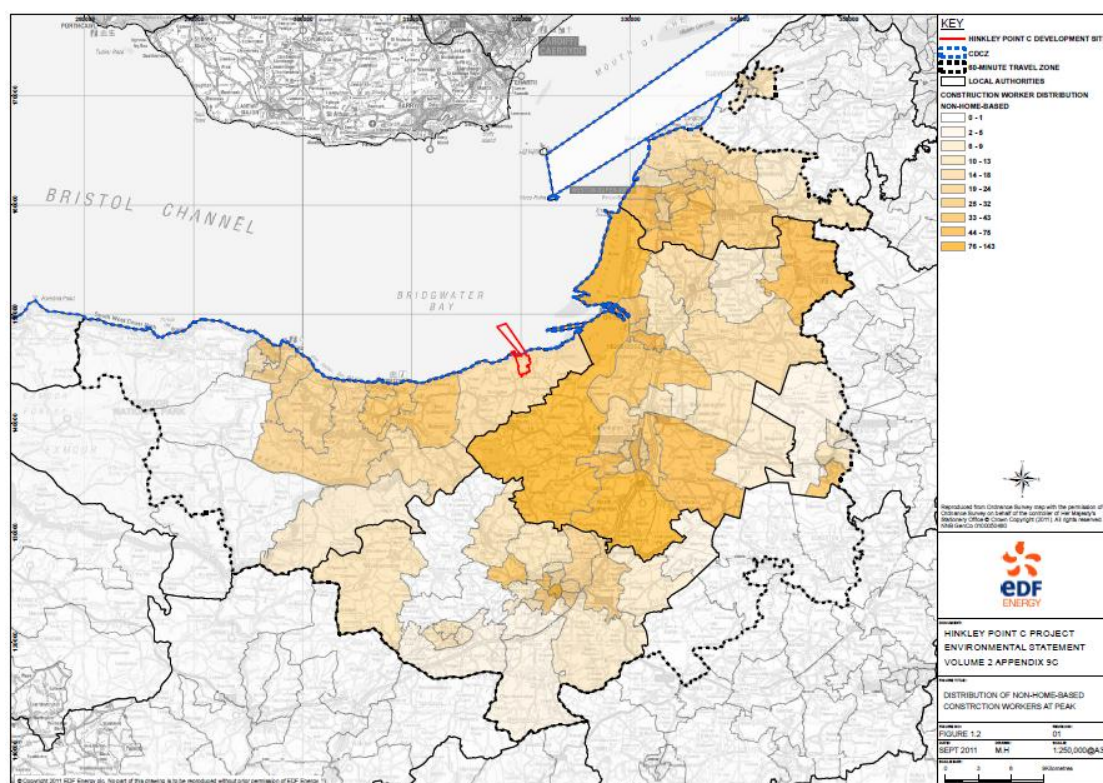


Figure 2-3: Distribution of non home-based construction workers at peak

2.1.6 It is estimated that there will be in the order of 500 family type households i.e. non home-based construction workers living with another dependent adult or child, brought to the area through the employment of non home-based workers at peak construction. Of these there will be up to 425 children, including 85 pre-school and 300 of school age.

2.1.7 Public service providers have also had regard to the contents of Stage 2 consultation documents notably in respect of on and off site campus accommodation. Subsequent information has been made available in the document 'Consultation: Update on Proposed Changes to 'Preferred Proposals' February 2011'.

2.1.8 Chapter 9, Volume 2 of the Environmental Statement assesses the impact of the non home-based workforce on public services. In respect of the emergency services it confirms the following:

- Police: negligible at a regional level, minor negative impact at peak construction in concentrations of population.
- Fire: negligible at a regional level, minor at a local level.
- Ambulance: negligible at all special scales.

## 3. APPROACH

### 3.1 Strategy for community safety

3.1.1 Responsibility for addressing issues of community safety will rest with the body with the appropriate skills and experience and, in some instances, the statutory duty and powers. This will vary dependant on the issue although will typically be addressed by one or a combination of the following organisations

- Avon and Somerset Constabulary;
- Devon and Somerset Fire and Rescue Service;
- EDF Energy;
- Local Resilience Forum;
- NHS Somerset Primary Care Trust;
- Sedgemoor District Council;
- Somerset County Council;
- West Somerset Council; and
- South Western Ambulance Service Trust.

3.1.2 EDF Energy will support the providers' ability to deliver to current standards in light of impacts associated with the HPC workforce. Additional resourcing has been agreed with each public service provider and is confirmed within Strategic Relationship Protocols between EDF Energy and each public service provider.

3.1.3 Whilst the socioeconomic assessment, set out within Chapter 9, Volume 2 of the Environmental Statement confirms minor impact at a local level, EDF Energy will work with stakeholders to deliver community safety initiatives that mitigate the potential impact of the construction workforce within the community.

3.1.4 Where practical and appropriate, EDF Energy will seek to work with existing third sector groups on initiatives related to community safety.

### 3.2 Potential impacts and possible mitigations by EDF Energy

3.2.1 Details of the formal assessment of socioeconomic impacts is set out in Chapter 9, Volume 2 of the Environmental Statement. This concludes negligible impacts on emergency services and community cohesion at a regional level with minor negative impacts locally.

- 3.2.1 Complementary to the above and notwithstanding minor negative local impacts, an initial workshop was held with all key stakeholders in January 2011 to identify possible risk areas and consider potential impacts in broad terms. Statistical evidence was not used so as to promote open discussion and the inclusion of perceived as well as real risks. Subsequent one-to-one meetings with each stakeholder added detail to impacts and allowed discussion of possible mitigations.
- 3.2.2 Through the workshop and capturing all views, both measurable and perceived, key risk areas for potential negative impact on community safety have been identified. These are:
- The influx of workers and their families
  - Crime and disorder
  - Night time economy
  - Accommodation
  - Equalities and community cohesion
- 3.2.3 In all risk areas collaborative working with public service providers will be essential in monitoring and mitigating any impact. In this information sharing will be bound by human rights and data protection legislation.
- 3.2.4 This section confirms the specific mitigations that EDF Energy will put in place in response to potential impacts raised by the emergency services and local authorities through consultation. It does not state mitigations provided by public service providers in accordance with their current duties. The potential need for additional resourcing to allow public service providers to continue to fulfil these duties in light of an increased local population is recognised and is addressed through Strategic Relationship Protocols.

### 3.3 Non home-based workers and their families

- 3.3.1 Chapter 9, Volume 2 of the Environmental Statement considers the *socio-economic effects of the development. This includes an assessment of the impacts of the “non-home based workforce” – those workers who will live temporarily within a 60 minute commute of HPC to work on the project. The assessment confirms that most impacts which be negligible but that EDF should adopt to a precautionary approach to prevent and manage impacts that might have an adverse effect at the local level, particularly around the site and in Bridgwater.*



- 3.3.2 The Environmental Statement notes that migrant construction workers generally make a net contribution to the national exchequer on the basis that they are in work and generally of age groups (younger) and in household types (with few dependents) that make less demand on public services, for example on social services, education and acute healthcare.
- 3.3.3 In a workshop held with the emergency services and local authorities in January 2011 the perceived impact of non home based workers was discussed. Subsequent to the workshop EDF Energy produced a Technical Note, in consultation with the local authorities, which set out the likely workforce profile required to build HPC. This is included as Appendix 9a in Volume 2 of the Environmental Statement.
- 3.3.4 The Emergency Services and Local Authorities Group considered potential impact that they would anticipate occurring based on their experience of providing their services in Somerset. By virtue of numbers, an increase in Somerset population through non home-based workers being temporarily located in [the 60 minute commuting zone](#) could result in an increased likelihood of incident and increased demand for services. In addition, whilst identified within the Environmental Statement as minor negative at a local level, those new to the area have the potential to draw further on public services while building their knowledge and understanding.
- 3.2.5 EDF Energy will mitigate these potential impacts through the actions of a Community Liaison Officer (CLO) in setting expectations of workers through the Worker Code of Conduct, attached at Appendix 1C of this document, and in promoting community cohesion. The Accommodation Office will be able to signpost workers to appropriate accommodation and encourage integration through the provision of information on public services and useful local information. The Accommodation Office is described in detail within the Accommodation Strategy which forms document 8.13 within the 'Other Documents' section of the DCO submission.
- 3.2.6 The creation of a welcome pack including information on key messages, presentations at the time of induction and awareness campaigns, with support from public service providers where appropriate, will provide opportunities to raise worker understanding.
- 3.2.7 A telephone translation service will be subscribed to in order to reduce difficulties in respect of non English speaking workers. Given health and safety requirements of the site, this is expected to relate to workers' families rather than to the workers themselves.

### 3.3 Crime and disorder

- 3.3.1 Chapter 9, Volume 2 of the Environmental Statement assesses the impact of an increase in population arising from non home-based workers on crime, anti social behaviour and policing. Experience from the construction of Sizewell B in the 1990s suggests some increases above the norm in petty crime and behavioural offences, such as drunkenness, minor public disorder and traffic incidents and offences, although the introduction of appropriate mitigation measures meant that rates fell even with major increases in the construction workforce.
- 3.3.2 An assessment of a rise in activity resulting from an increased population indicates a potential net impact of around 0.9% increase over current incidents and crimes at peak. This is regarded as a negligible impact at the West Somerset Police District level.
- 3.3.3 When the location of non home-based workers is considered the assessment shows the potential, before mitigation, of greater potential impacts in Bridgwater and, to a lesser extent, Burnham town centres.
- 3.3.4 Intervention in steps to address criminal activity is the responsibility of the Police. The Worker Code of Conduct and the day to day role of the CLO will set expectations and provide a means of addressing poor behaviour not requiring a Police presence. In support of this an EDF Energy 24 hour hotline will provide an immediate means of contact for the public in raising concerns.

### 3.4 Night time economy

- 3.4.1 Whilst ASC crime data used in the assessment of socioeconomic impact within the Environmental Statement provided no statistics on the night time economy, the Emergency Services and Local Authorities Group considered that there was potential for more specific offences to occur. There is potential for alcohol related incidents and prostitution which could possibly be associated with a rise in unlicensed leisure traders and an influx of additional people. At a modest level, the simple presence of large groups can raise concern with some members of the public. For a formal assessment of socio economic impacts the reader is directed to Chapter 9, Volume 2 of the Environmental Statement.
- 3.4.2 In addition to the Worker Code of Conduct and construction hotline, strict site rules regarding drink and drugs, with regular testing, will help control workers. Awareness campaigns will be used to put across key messages and expectations will be set at induction. Again, opportunities for collaborative working with public service providers will be taken.

- 3.4.3 Measures have been taken by EDF Energy to meet the occupational health needs of workers through the appointment of a specialist provider. Details on this are found within the Health Impact Assessment, document number 8.15 within the Other Documents section of the DCO submission.
- 3.4.4 EDF Energy will explore the potential to work in partnership with third sector organisations, to deliver shared benefits.
- 3.4.5 Workers living in the on-site campus at HPC will have access to a full range of facilities to cater for their daily needs such as use of on-site laundrette, canteen, lounge bar and convenience store but it is recognised that residents will also need to leave the campus site for non-working trips including personal business, leisure and visiting friends/ relatives. It is expected that for these journeys residents of HPC main site campus would use existing transport facilities where available, walking and cycling (to be encouraged through the Campus Travel Plan) or trips by car, with car sharing to be encouraged where possible. If demand is sufficient then local shuttle bus services will be provided. The Transport Assessment has also considered non-work trips; the frequency of these trips is considered to be relatively low, given the shift patterns and the facilities provided on-site.

## 3.5 Accommodation

- 3.5.1 Within Chapter 9, Volume 2 of the Environmental Statement the demand for and supply of accommodation is assessed. This is considered in further detail within the Accommodation Strategy, document reference 8.13 within the Other Documents section of the DCO submission. The following section considers how the quality of this supply may be affected by the demand created through the HPC project.
- 3.5.2 The local authorities have raised concern for the potential for sub standard property to be made available to workers, posing health and safety risks with consequential demands on public service providers. In addition anti social behaviour, such as failing to dispose of rubbish or inconsiderate parking, can lead to disputes.
- 3.5.3 To prevent the above from occurring, providers of accommodation will be required to confirm that their property is safe and legal. To ensure that this is given proper attention, providers will be advised that information will be shared with public service providers and that DSFRS will carry out home safety visits of a sample of private rented property. Information will be shared with public service providers and providers of unfit property will be removed from the

schedule maintained by the Accommodation Office. Workers will be directed not to use illegal accommodation.

- 3.5.4 Awareness campaigns will deliver key messages, such as risks associated with single male occupancy.
- 3.5.5 The role of the CLO and publicising of the 24 hour hotline will provide means of receiving and addressing complaints.

### 3.6 Equality within the community

- 3.6.1 Technical Note 6, Appendix 9F of Chapter 9, Volume 2 of the Environmental Statement identifies and reviews current and recent community cohesion issues within the South West. This section considers the comments of the Community Safety Officers within the District Councils and the emergency services providers and how potential impacts can be mitigated.
- 3.6.2 Community tension can arise through cultural and economic differences between workers and the community and through disturbance caused by construction activities. In addition, more vulnerable elements of the community may feel threatened by the influx of workers.
- 3.6.3 The CLO and Accommodation Office will provide support to workers, helping them understand and respect the community. Equally, the CLO will meet with the community and their representatives in order to build understanding of the workforce and to receive feedback.
- 3.6.4 The Construction Workforce Development Strategy, which can be located within document 8.16 of the Other Documents section of the DCO submission, facilitates training and employment opportunities for the local community, improving their life chances and potentially reducing the risk of social division between those working on HPC and those not.
- 3.6.5 EDF Energy will explore opportunities to work in partnership with community safety stakeholders including third sector organisations, to deliver shared benefits.

### 3.7 Resourcing

- 3.7.1 To mitigate the potential impacts identified and determine the appropriate resourcing required, meetings have been held with each service provider. The table at Appendix 1D confirms the outcome of the workshop of January 2011 which identified potential resourcing needs. This has been refined through bi-lateral meetings



with the emergency services and local authorities in the period to September 2011.

3.7.2 Resourcing information has been carried forward into the Strategic Relationship Protocols providing understanding of roles, responsibilities and remuneration between EDF Energy and each public service provider.

3.7.3 Financial remuneration for additional resourcing is confirmed within the S106 agreement for site preparation works and the Planning Statement within the Development Consent Order submission.

### 3.8 Future Governance and role of Stakeholder Group

3.8.1 It is anticipated that there will be a stakeholder group (not currently formed) with oversight of all socioeconomic aspects of the project, of which community safety will be a part. It is anticipated that the group will provide an appropriate means of engagement at a strategic level with key stakeholders.

3.8.2 The Emergency Services and Local Authorities Group, brought together to inform the content of the CSMP and OCRA, will remain the key stakeholder group in respect of matters related to the CSMP and associated appendices.

3.8.3 Members of the Emergency Services and Local Authorities Group will represent their organisation with an appropriate level of authority and accountability. Each will be responsible for the flow of information into that part of the community or community activity for which he/she is responsible. He/ she will also be responsible for bringing community feedback from the area in question to the group and for championing his/ her area of expertise.

3.8.4 The terms of reference for the Emergency Services and Local Authority Group is set out at Appendix 1E.

## 4 MANAGING IMPACTS

### 4.1 Introduction

- 4.1.1 The ongoing role of the Emergency Services and Local Authorities Group will be to monitor the effectiveness of the CSMP. This section sets out the way in which EDF Energy will work with key stakeholders at a day to day level to ensure the flow of information between stakeholders, sufficient to ensure that the group is properly informed in making recommendations and to allow matters to be progressed between formal meetings.

### 4.2 Communication

- 4.2.1 At a day to day level the Community Liaison Officer (CLO) will manage effective communication between key stakeholders, sharing information as far as is permitted by data protection legislation. In order to ensure the full capture of information and a co-ordinated response to incidents he/ she will be a focal point sitting between the public service providers and the project in respect of community safety issues.
- 4.2.2 Whilst EDF Energy will establish and publicise a 24 hour hotline, it is recognised that members of the public may contact the Authorities or Emergency Services. This underlines the importance of day to day contact between key stakeholders.
- 4.2.3 Established procedures for acting in response to incidents and emergencies will not be affected by the CSMP or CLO. The CLO will manage actions not falling under the remit of any one stakeholder.

### 4.3 Role of Community Liaison Officer (CLO)

- 4.3.1 EDF Energy will appoint a Community Liaison Officer who will meet regularly with Somerset County, Sedgemoor District and West Somerset Councils and the emergency services to receive feedback on issues and to allow the sharing of information, within the limitations of data protection legislation. He/ she will act as a principal point of contact between the project and the community.
- 4.3.2 In addition to day to day communication between parties, the CLO will attend meetings of the Emergency Services and Local Authorities Group, which will provide a forum for co-ordinated discussion of issues at an Officer level. This will report up to the

strategic stakeholder group for all socio economic matters when established.

- 4.3.3 It is anticipated that the CLO will maintain a summary schedule of incidents, comments and complaints and any actions taken. He/ she will promote the Worker Code of Conduct through regular contact with workers, contractors and the public.
- 4.3.4 The CLO will co-ordinate initiatives and awareness campaigns delivered through the Emergency Services and Local Authorities Group, seeking stakeholder input where appropriate.
- 4.3.5 The terms of reference for the CLO are set out at Appendix 1 E.

4.3.6 Figure 4.1 below confirms lines of communication.

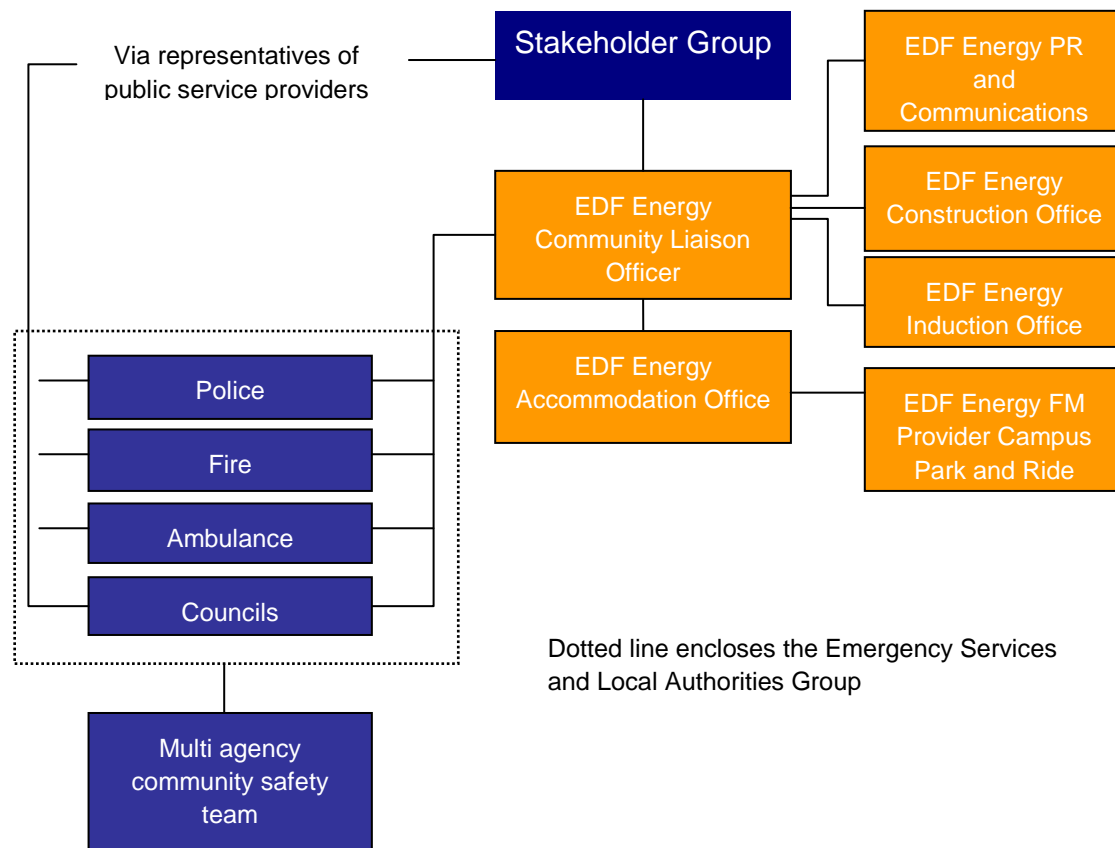


Figure 4-1: Communications Plan

- 4.3.7 With regard to communication with the wider public, a 24 hour hotline will be set up and well publicised in order to direct comments or complaints on the project to EDF Energy.
- 4.3.8 Through initiatives co-ordinated through the Emergency Services and Local Authorities Group and opportunities for community contact, effective communication will be maintained with hard to reach groups. In addition the continuation of the Community Forum through construction will provide an effective two way communication channel.
- 4.3.9 A HPC website will be regularly updated and will include key information such as newsletters, minutes of meetings and forums and contact information. It will provide a key reference point to both the public and workers.
- 4.3.10 A proactive approach will be taken to informing residents of potential disruption.



- 4.3.11 Newsletters are currently prepared at least quarterly and will continue to be prepared through the project to provide the public with relevant information on the project, including progress and other issues of interest such as periods of increased activity, employment and environmental information.
- 4.3.12 The above does not conflict in any way with the Emergency Coordinator's responsibility under the OCRA for communication with emergency services providers for incident response at the HPC Site and associated developments.

#### 4.4 Recording of incidents/ comments/ complaints

- 4.4.1 It is anticipated that the CLO will take responsibility for the EDF Energy complaints handling process and will maintain a log of incidents arising and actions taken. This will confirm the nature of the incident, any actions taken and the stakeholders involved.
- 4.4.2 The operation of the log will allow the effectiveness of measures to be assessed and will provide a learning resource to prevent or mitigate future incidents.
- 4.4.3 Figure 4-2 below confirms the principles of operation of the grievance process.

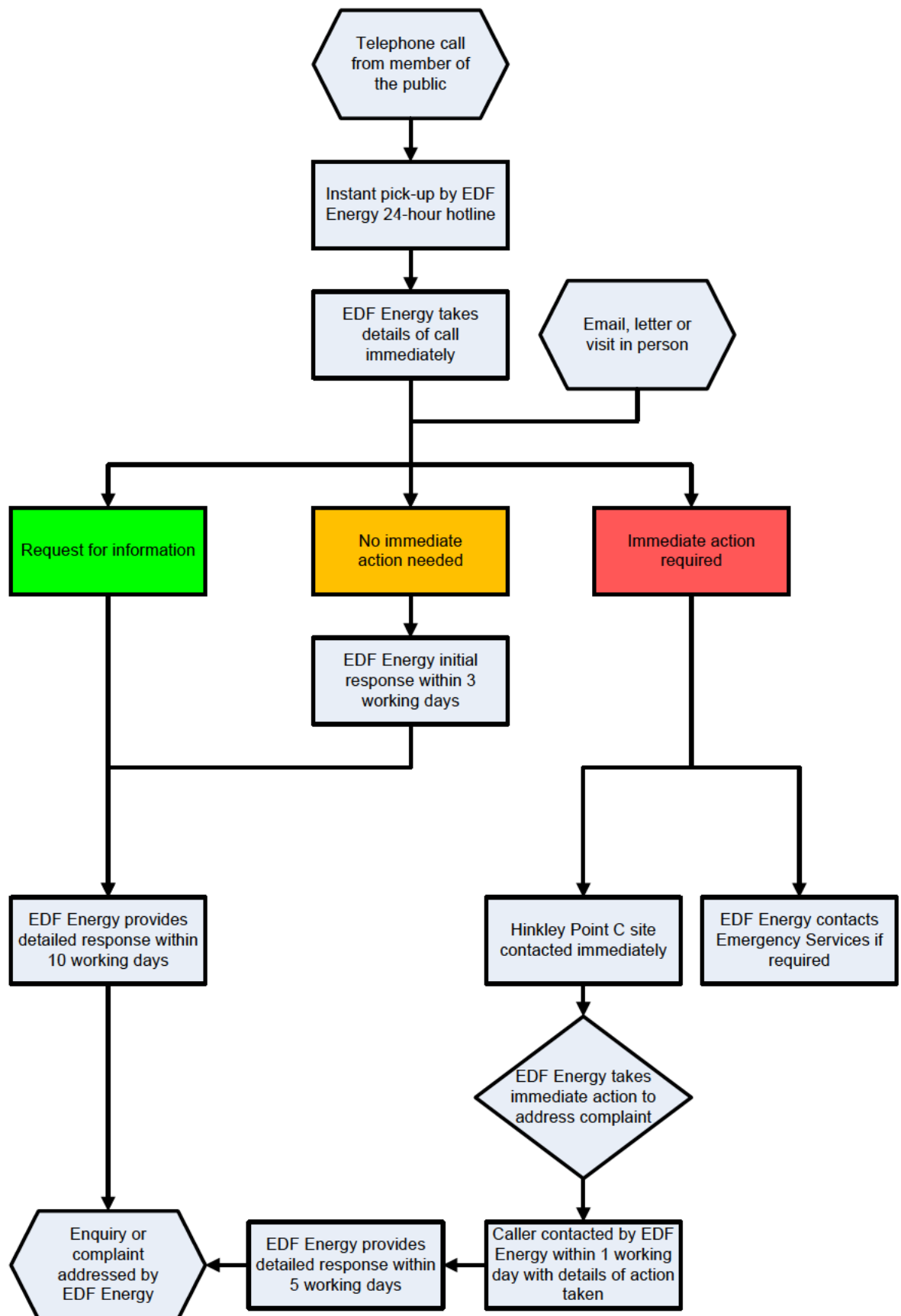


Figure 4-2: Flow Chart for Complaints or Enquiries

- 4.4.4 By means of information sharing amongst key stakeholders potential risks, for example in relation to localities, people or property can be identified and addressed as appropriate. A means of information sharing which does not breach data protection is to be developed.

## 4.5 Reporting

- 4.5.1 The CLO will prepare formal reports to the Emergency Services and Local Authorities Group and for the Strategic Stakeholder Group when established. This will confirm community safety issues arising in the reporting period together with any actions taken whether by EDF Energy or public service providers. It will include a report from the Accommodation Office. It will also provide a look ahead for construction activities so that any potential areas for pre emptive action can be considered.
- 4.5.2 Members of the group will feed into the formal reports, providing information on incidents and actions within their area of expertise and recommending areas for focus in the next reporting period. The group will be able to consider the effectiveness of mitigations through review at regular meetings and advise on potential alternative approaches where appropriate.

# APPENDIX 1A

## OVERVIEW OF OUTLINE CONTINGENCY RESPONSE ARRANGEMENTS AND STRATEGIC RELATIONSHIP PROTOCOLS

### PREAMBLE

EDF Energy began full consultation with Avon and Somerset Constabulary (ASC), Devon and Somerset Fire and Rescue Service (DSFRS), The South Western Ambulance Service NHS Foundation Trust (SWAST), Her Majesty's Coastguard (HMCG) and Local Authorities (Sedgemoor District, West Somerset and Somerset County Councils) in September 2010. Since this time EDF Energy has engaged in regular bi and multi-lateral meetings with the above public service providers to identify potential impacts on services as a consequence of the construction of Hinkley Point C (HPC). Consultation has then informed the mitigation and resourcing strategies in relation to both emergency response and community safety.

Consultation has also engaged with the work of the Local Resilience Forum (LRF) to inform the local community risk register and the resultant mitigation and resourcing strategies of the public service providers.

Collaborative engagement with all parties has led to the formulation of the Outline Contingency Response Arrangements (OCRA) and the Community Safety Management Plan (CSMP) documents which assess potential impacts and possible mitigations as well as establishing means of communication and working arrangements. The OCRA and CSMP have informed Strategic Relationship Protocols (SRPs) with each emergency service and local authority.

The CSMP is included within Development Consent Order (DCO) documentation. The OCRA and SRPs include security sensitive information and are not therefore included within the DCO submission. This summary document has been prepared in order to explain the function of the OCRA and SRPs and to provide an overview of their content.

NNB Generation Company Limited (company number 06937084), part of EDF Energy, is the company that will make the application to the Infrastructure Planning Commission. For the purpose of this document, NNB Generation Company Limited is referred to as EDF Energy.



# 1. INTRODUCTION

1.1 The OCRA and SRPs have been prepared in consultation with emergency services providers and with Council officers and advisors who hold an emergency planning function. To provide strategic direction on matters of emergency planning, documents include detail of roles and responsibilities as well as commentary on potential actions to be taken should certain types of incident occur. As a consequence, documents include security sensitive information not appropriate for viewing by the general public. This summary document has been prepared in order to explain the function of the OCRA and SRPs and to provide an overview of their content.

## 1.2 Purpose of the Outline Contingency Response Arrangements (OCRA)

1.2.1 The purpose of the OCRA is to engage with the Emergency Services (ES), Local Authorities (LA) and adjacent facilities at Hinkley Point A (HPA) and Hinkley Point B (HPB) to consider potential incident scenarios that may occur during the construction phase of Hinkley Point C (HPC) and to identify possible mitigation measures required to deal with these potential incidents. The OCRA is not concerned with the detailed emergency planning, but serves to confirm and validate the requirements and obligations section of the Planning Statement within the DCO submission.

1.2.2 The OCRA outlines the HPC Project communication routes required to deal with potential site incidents, but is not intended to be used during the construction phase of HPC Project as a control procedure. To understand how incidents will be managed, reference should be made to the detailed protocols of EDFE Energy and the emergency services providers.

## 1.3 Objectives

1.3.1 The objectives of the OCRA are to:

- Agree HPC Project strategy for emergency response in advance of the DCO submission to the IPC.
- Engage with the Emergency Services and Local Authorities to identify effective measures required to respond to site incidents.
- Liaise with and conform to Emergency Services, Local Authority, HPA and HPB response plans.

- Map out the key strategic decision making in response to an incident.
- Identify anticipated Emergency Services requirements and potential resources for the HPC Project.
- Seek to reduce the impact of any site incidents on the adjacent facilities and the surrounding communities.
- After an incident on site, seek to return the project to normal status at the earliest opportunity.
- To protect the reputation of EDF Energy and suppliers through the communication of timely, appropriate and approved information to stakeholders and media.

1.3.2 As an element of the wider transport strategy, EDF Energy has assessed the potential impact of increased traffic on the road network on emergency services through the development of the Traffic Incident Management Plan (TIMP), referred to within the Transport Assessment attached at Annex 7 of the Development Consent Order submission. The TIMP describes the existing and proposed processes for managing traffic during an incident that results in a significant loss of highway capacity over a prolonged period of time on the designated routes used by HPC HGVs. The TIMP is a key informative document to the OCRA.

1.3.3 It is to be noted that HPC Project emergency procedures will fall under the control of HPB until the HPC Project site is granted a nuclear licence. This is anticipated to be immediately prior to the commencement of the main works.

## 1.4 Purpose of Strategic Relationship Protocols

1.4.1 The aim of the SRP is to ensure there is a common understanding of the responsibilities of NNB GenCo and the role of the public service provider in achieving stated objectives, derived from the OCRA and CSMP. The SRP therefore provides details, where relevant, of roles and responsibilities in relation to deliverables, resources, training, provision of equipment, sharing of information, maintenance of equipment, communication, access and incident control. In addition the SRP addresses the additional demands placed on the public service provider resulting from the presence of the construction workforce within the community.

1.4.2 SRPs have been drawn up with; Avon and Somerset Constabulary, HM Coastguard, Devon and Somerset Fire and Rescue Services and the South Western Ambulance Service NHS Foundation Trust.

- 1.4.3 Documents state the roles of each party in respect of the HPC Project whilst acknowledging their legal and statutory responsibilities. In each SRP EDF Energy confirms its role in providing public service providers with access to the project site, site familiarisation and construction updates as well as providing an emergency co-ordinator as a point of contact for emergency services. Roles specific to individual providers are then stated in addition to this. Emergency service providers confirm participation in site familiarisation exercises and construction update as well as additional roles arising as a consequence of the HPC Project.
- 1.4.4 Where appropriate, remuneration for any additional resourcing commitment by the public service providers is set out within SRPs by reference to the additional services provided. The financial mechanism for remuneration is detailed within the S106 agreement for the site preparation works planning submission and the requirements and obligations section of the Planning Statement attached to the Development Consent Order submission.
- 1.4.5 Whilst SRPs are not contractual, they require signature so as to reinforce the commitment by both organisations to work together.

## 2. COMMUNICATION

### 2.1 Management Groups

- 2.1.1 The structure of the HPC Project Construction Site Emergency Management Organisation is designed to be complimentary and supportive of the existing HPB and HPA emergency arrangements, Emergency Services and Local Authorities service provision.
- 2.1.2 Incidents are managed on site at two levels; the main contractor(s) and the Emergency Coordinator (EC).

### 2.2 Main Contractors

- 2.2.1 EDF Energy is the Principal Contractor, as defined by The Construction (Design and Management) Regulations 2007. However, the day to day management of health and safety will be the responsibility of the main contractors. Therefore, it is incumbent upon the tier 1 contractors to construct the works so that they fulfil all statutory responsibility, follow industry best practice and adhere to any additional health & safety provision that may be required by EDF Energy.

- 2.2.2 In meeting these requirements, the main contractors will be resourced to respond to low-impact site incidents through preventative measures e.g. training, ensuring safe methods of work, etc. and reactive measures e.g. first aiders, fire points, environmental spill kits. Typically, the main contractor would deal with incidents of this nature. The EC would be advised but would not get involved in the response e.g. personal accident, minor spillage or other minor incidents. Low impact incidents could be closed out by the main contractor completing statutory H&S and/ or environmental reporting systems and producing lessons learnt reports.
- 2.2.3 All incidents dealt with by the main contractor without escalation to the EC will not require any emergency response from ASP, DSFRS, SWAST or HMCG.

## 2.3 Emergency Coordinator

- 2.3.1 Where the main contractor at the main HPC Project site cannot successfully resolve a situation support and, potentially, further resources will be requested at a Project level. In the first instance, the main contractor will contact the HPC Project Emergency Coordinator (EC); the main contractor will not contact the emergency services directly. The EC will contact the emergency services. The only exemption to this is for vessels operating at sea; where contact should be made from the vessel directly with the Coastguard.
- 2.3.2 At the Associated Development sites tier 1 contractors will put in place appropriate site safety procedures. 24/7 security will provide means of identifying situations when sites are not in operation. The principal contractor/ site security will make direct contact with the emergency services.

## 2.4 Site Familiarisation

- 2.4.1 Access routes through the HPC Project construction site will change as the works progress, as will the accessibility of the site and structures. During the early stages of the site preparation works site roads will be limited and typically constructed to base course only. As the site enabling progresses, a system of surfaced site roads will develop allowing access to the majority of the site to standard road vehicles. Through regular familiarisation visits the emergency services will be kept aware of the progress of the permanent works and status of the site roads.

## 2.5 Incident Scenarios



2.5.1 In order to determine potential demands on the resources and processes of the emergency services a scenario planning exercise was carried out through consultation. In summary, this identified the following key scenarios for potential incidents;

- Protest, by either land or water
- Maritime incident
- Site accidents, incidents in confined spaces and environmental incidents
- Security incidents
- Road network incidents
- Incidents at Associated Development sites, in both their construction and operation
- Multiple incident scenarios

2.5.2 A risk register captures detailed discussion under each scenario, considers likelihood and impact and records possible mitigations. Whilst mitigations should not be considered as a definitive response they serve to provide a basis for determining an appropriate response should an incident arise. The register will be reviewed and updated regularly by the stakeholders engaged in its preparation.

## 3 EMERGENCY PROCEDURE

3.1 A process model within the OCRA identifies how the incident severity and the level of response required are determined for varying incident scenarios. Differing scenarios are assessed against the generic model to establish the appropriate level of response and the time taken for the response to reach the incident.

## 4 EMERGENCY RESOURCES

4.1 Key Stakeholders: The following agencies provide emergency response to the Hinkley Point site and surrounding area:

- Avon and Somerset Police (ASP)
- Devon & Somerset Fire and Rescue Service (DSFRS)
- South Western Ambulance Service NHS Trust (SWAST)
- HM Coastguard (HMCG)

4.1.2 The following agencies have a responsibility in strategic emergency planning for the community:

- Somerset County Council (SCC)
- Sedgemoor District Council (SDC)
- West Somerset Council (WSC)

4.2 The roles and responsibilities of the Services Providers (SPs) listed above, along with those of EDF Energy, are agreed and detailed within Strategic Relationship Protocols (SRPs) between EDF Energy and each agency/ SP.

## 5 REVIEW

5.1 The OCRA will be subject to periodic review and update to ensure that it remains robust so as to support the project through the construction programme. Formal review will be annual and will be undertaken by the Emergency Services and Local Authorities Group (comprising; EDF Energy, Avon and Somerset Constabulary, Devon and Somerset Fire and Rescue Service, South West Ambulance Trust, HM Coastguard, The Local Resilience Forum, Sedgemoor District Council, West Somerset Council and Somerset County Council).

5.2 Similarly, provision is made for review and update of SRPs, reflective of the increasing level of detail in information as works progress to site and lessons learnt over time.

# APPENDIX 1B

Detailed baseline assessment for public services providers

DOCUMENT NO. GEN060\_YY\_SOE\_J\_REP\_0014\_rev4.0 – CSMP-  
COMMUNITY SAFETY MANAGEMENT PLAN (CSMP) AND OUTLINE  
CONTINGENCY RESPONSE ARRANGEMENTS (OCRA)

COMMUNITY SAFETY & EMERGENCY SERVICES BASELINE CONTEXT

**HINKLEY POINT C PROPOSED NUCLEAR DEVELOPMENT**  
**COMMUNITY SAFETY**

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COMMUNITY SAFETY MANAGEMENT PLAN (CSMP) AND OUTLINE  
CONTINGENCY RESPONSE ARRANGEMENTS (OCRA)

**APPENDIX:**  
**COMMUNITY SAFETY & EMERGENCY SERVICES BASELINE CONTEXT**

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