

**DATED**

**2012**

**THE COUNCIL OF THE CITY OF PLYMOUTH**

**and**

**MVV ENVIRONMENT DEVONPORT LIMITED**

**and**

**SECRETARY OF STATE FOR DEFENCE**

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**AGREEMENT AND**

**PLANNING OBLIGATION**

**UNDER SECTION 106**

**TOWN AND COUNTRY PLANNING ACT 1990 (As Amended)**

**Relating to**

**Land at North Yard, Plymouth**

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of particles measuring 10 µm or less (PM<sub>10</sub>) at Camel's Head Junction for a period of five (5) years from the Commissioning Date such measures to be at a total cost of no more than sixty-five thousand pounds (£65,000)

Annual Biodiversity Contribution	The sum of six thousand pounds (£6,000)
Application	The application for full planning permission under Reference 11/00750/FUL and registered on the 10 May 2011
Annual North Yard Community Trust Administration Contribution	The sum of ten thousand pounds (£10,000)
Annual Community Fund Contribution	Either: <ul style="list-style-type: none"><li>(i) The sum of one hundred and fifty thousand pounds (£150,000); or</li><li>(ii) Such other lower sum (including a nil payment) as a majority of the members of the North Yard Community Trust may agree in writing if they consider that the Community Fund Purposes have been fulfilled,</li></ul> such sum to be subject to Indexation
Area 1 Licence	The licence to be granted by the Owner to MVV in the form attached at annexure 4 of the Agreement for Lease in respect of Area 1 hatched red on the MOD Zone Plan
Available Heat	The aggregate of any heat that: <ul style="list-style-type: none"><li>(a) is not required to meet MVV's contractual obligations set out in the Energy Supply Agreements; and</li><li>(b) is not required by the counterparties to the Energy Supply Agreements from time to time</li></ul> where this heat; <ul style="list-style-type: none"><li>(c) can be produced in CHP mode in the Plant, and</li><li>(d) can be extracted from the water steam cycle of the Plant without causing operational problems</li></ul>

- in the Plant, and
- (e) where any delivered steam is returned without losses of any kind as condensate with a temperature not lower than 40°C, a pressure not lower than 3 bar, and with a quality to be sufficient to use it in a steam turbine (after evaporating).

Biodiversity Purposes	<p>Biodiversity improvements and enhancements at the Biodiversity Sites such measures to include:</p> <ul style="list-style-type: none"> <li>(i) The creation and/or improvement of wildlife habitat;</li> <li>(ii) The maintenance of wildlife habitat; and</li> <li>(iii) Improved access and interpretation,</li> </ul> <p>such enhancements to accord with and complement the Green Infrastructure Delivery Plan</p>
Biodiversity Sites	The land shaded green on the Biodiversity Sites Plan
Biodiversity Sites Plan	The plan annexed to this Agreement and labelled 'Section 106 Schedule 3 Plan Three Biodiversity Gain Plan December 2011'
Blackie's Wood	The land shown shaded green on the plan annexed to this Agreement and labelled 'Blackie's Wood January 2012'
Camel's Head Junction	The junction formed by the intersection of the Camels Head Road the A3064 Weston Mill Drive and Wolseley Road
Commencement of the Main Development	The date on which any material operation forming part of the Main Construction Works begins to be carried out (as defined in Section 56(4) of the 1990 Act) other than (for the purposes of this Agreement and for no other purpose) operations consisting of site establishment and site clearance works, demolition work, archaeological investigations, investigations for the purpose of assessing ground conditions, remedial work in respect of any contamination or other adverse ground conditions, diversion and laying of services, temporary utility connections, erection of any temporary means of enclosure, the temporary display of site notices or advertisements and "Commence the Main Development" and "Main Development Commencement Date" shall be construed accordingly
Commencement of Waste	The date on which there are first accepted to the Plant deliveries of commercial and industrial waste

Acceptance	associated with the Operation of the Plant and “Commence Waste Delivery” and “Waste Delivery Commencement Date” shall be construed accordingly
Commissioning Date	The date when waste is first accepted into the chute of the furnace of the Plant
Community Fund Contributions	The First Community Fund Contribution and the Annual Community Fund Contribution or any part or parts thereof
Community Fund Purposes	<p>The following purposes that are agreed to mitigate the impact of the Development on the wellbeing of the affected communities in the Locality:</p> <ul style="list-style-type: none"> <li>(i) The provision and/or improvement and/or maintenance of public amenity spaces;</li> <li>(ii) Transport related local well-being initiatives: <ul style="list-style-type: none"> <li>a. Supporting services that enable access to well being facilities to be sustainable and efficient</li> <li>b. Providing the opportunity for people to access forms of sustainable transport; and/or</li> <li>c. The provision of access for people to visit areas that benefit from well-being.</li> </ul> </li> <li>(iii) The restoration of buildings and/or heritage features of historic and/or architectural interest</li> <li>(iv) The improvement and/or remediation of underused land places and eyesores;</li> <li>(v) Grant support for community and social enterprise businesses in the Locality (including for the avoidance of doubt businesses which currently operate from the homes of residents): <ul style="list-style-type: none"> <li>a. To assist community start-up businesses (including social enterprises);</li> <li>b. To assist the expansion and/or diversification of business and/or the employment of new staff;</li> <li>c. To improve business premises; and</li> <li>d. To purchase specialist assistance to help to improve business performance</li> </ul> </li> </ul>

and longevity

- (vi) Grant support in the form of gap-funding or match-funding for employment generating and other regeneration projects that will have a positive impact;
- (vii) Contributing towards the costs of public health schemes in so far as they are related to improving well-being initiatives;
- (viii) The provision of youth facilities; and
- (ix) Low carbon energy and efficiency initiatives.

Community Liaison Manager	An MVV employee for the purpose of liaising with the community within the Locality and to oversee the delivery of an agreed programme of activities and meetings pursuant to MVV's obligations under this Agreement
Community Nominees	Nominees of bodies other than the Council and MVV identified pursuant to the North Yard Community Trust Scheme Plan including representatives of local residents and the Primary Care Trust
Community Website	The community website to be established and hosted by MVV pursuant to the Scheme of Interpretation
Computer Facilities Sum	The sum of one thousand pounds (£1,000)
Computer Facilities Sum Purposes	The provision of computer facilities with dedicated access to the Community Website at the Tamar View Community Centre (or such alternative venue within the Barne Barton neighbourhood as may be agreed in writing between MVV and the Council)
Connections Plan	Plan PA23 entitled 'Connections to Infrastructure' attached to this Agreement
Construction Trade Apprenticeship	A construction trade apprenticeship for applicants to consist of: <ul style="list-style-type: none"><li>(i) A construction trade job (which may not be on the Site or with the Developer); or</li><li>(ii) Payment to a college or other education institution of fees up to a maximum of three thousand pounds (£3,000)</li></ul>

Construction Workers Travel Plan	A plan to be prepared by MVV and approved by the Council to include the Construction Worker Travel Plan Purposes
Construction Worker Travel Plan Purposes	Measures that encourage construction staff to use sustainable modes of travel for journeys being made to the Site and associated off site car park areas which shall include the provision of shuttle bus services which includes pick up points from various residential areas throughout Plymouth and subsidised travel passes
Construction Worker Travel Plan Sum	The sum of twenty thousand pounds (£20,000)
Co-opted Members	Members co-opted by the North Yard Community Trust in order to bring specialist knowledge skills or expertise to the North Yard Community Trust
DDNB	The Devonport Dockyard and Naval Base belonging to the Secretary of State for Defence and Devonport Royal Dockyard Limited
DDNB Energy Monitoring Scheme	A written scheme to measure steam and electricity delivered from the Plant and associated carbon dioxide emissions following the Operational Date by means of annual audits and reporting
Development	The construction of an energy from waste combined heat and power facility pursuant to the Planning Permission
Direct Costs	Any direct costs or losses including loss of profit of MVV (including but not limited to capital costs, operating costs and the costs of any delay or outage caused to MVV's operations) arising out of or connected with the linking of the Future District Heating Network to the Plant and /or the supply of Available Heat to the Future District Heating Network PROVIDED THAT MVV shall be under a general duty to mitigate its losses
Ecological Mitigation Enhancement and Management Plan	A plan for the ecological mitigation enhancement and management of the EMEMP Land which shall include: <ul style="list-style-type: none"> <li>(i) A scheme for controlled public access to Blackie's Wood (but for the avoidance of doubt shall provide for the periodic closure and locking of access gates into Blackie's Wood and for MVV to take such other</li> </ul>

measures as they consider reasonably necessary to prevent public rights from arising;

- (ii) Details of ecological mitigation and enhancement works including a timetable for implementation designed to ensure that mitigation is completed in advance of the corresponding impacts of the Plant;
- (iii) Details of ongoing management specifications; and
- (iv) Plans identifying the areas where works are to be carried out during the setting out construction and maintenance phases

**PROVIDED THAT** Area 1 on the MOD Zone Plan shall only be included in this plan if the variation to the Area 1 Licence is obtained and only for the period of the Area 1 Licence and the Owner shall have absolute discretion in relation to permitting any works in Area 1 on the MOD Zone Plan and shall not be required to agree to anything in the plan which could create a security issue or directly interfere with any operational military requirements or future use of the DDNB or lead to any statutory ecological or landscape designation of the EMEMP Land

Education Programme

A annual programme of educational activities relating to:

- (i) waste reduction;
- (ii) recycling; and
- (iii) the efficient use of energy from waste,

generally to support MVV's obligations pursuant to paragraphs 6 to 8 of Schedule 2 and including a timetable for implementation commensurate with the construction and operation of the Development

Electronic Air Quality Monitoring Data

Air quality monitoring data gathered by MVV pursuant to the Air Quality Management Plan

EMEMP Land

The land subject to the Ecological Mitigation Enhancement and Management Plan shown on the plan annexed to this Agreement and labelled 'EMEMP Area January 2012' other than Area 2 on the MOD Zone Plan



Energy Supply Agreements

The following energy supply agreements:

- (i) Energy Supply Agreement between MVV Environment Devonport Limited as the Supplier and Devonport Royal Dockyard Limited as the Purchaser relating to the sale and purchase of electricity and heat from the Energy-from-Waste Facility in Devonport Royal Dockyard, Plymouth, dated 2 November 2010 ;
- (ii) Amending Agreement between MVV Environment Devonport Limited and Devonport Royal Dockyard Limited, Agreement for the sale and purchase of electricity and heat from the Energy-from-Waste Facility in Devonport Royal Dockyard, Plymouth, dated 23 March 2011 ; and
- (iii) Energy Supply Agreement between MVV Environment Devonport Limited as the Supplier and Secretary of State For Defence relating to the sale and purchase of electricity from the Energy-from-Waste Facility in Devonport Royal Dockyard, Plymouth, dated 23 March 2011.

Including any variations, extensions or renewal of such agreements and any similar agreements made with other energy off takers before any request for Available Heat from the operator of any Future District Heating Network

Environmental Statement	The Environmental Statement submitted with the Application
Existing DDNB Distribution System	The existing heat and power distribution systems within DDNB at the date of this Agreement
First Biodiversity Contribution	The sum of one hundred thousand pounds (£100,000)
First Community Fund Contribution	The sum of one hundred and fifty thousand pounds (£150,000)
First Low Carbon Infrastructure Contribution	The sum of five hundred thousand pounds (£500,000) towards the Low Carbon Infrastructure Purposes
First North Yard Community Trust Administration	The sum of ten thousand pounds (£10,000)

Contribution	
Fleet Accommodation Centre	The Fleet Accommodation Centre within the DDNB shown edged and stippled purple on the plan labelled 'Fleet Accommodation Centre and Help for Heroes Swimming Pool January 2012' annexed to this Agreement
Fourth Low Carbon Infrastructure Contribution	The sum of five hundred thousand pounds (£500,000) towards the Low Carbon Infrastructure Purposes
Further Weston Mill Drive Contribution	<p>The amount by which the Actual Weston Mill Drive Junction Contribution exceeds the Initial Weston Mill Drive Junction Contribution less any interest accrued on the Initial Weston Mill Drive Junction Contribution between:</p> <ul style="list-style-type: none"> <li>(i) The date when the Initial Weston Drive Contribution is received by the Council; and</li> <li>(ii) The date of certification of the Actual Weston Mill Drive Junction Contribution pursuant to paragraph 7.1 of Schedule 3,</li> </ul> <p>up to a maximum payment of fifty thousand pounds (£50,000)</p>
Future District Heating Network	A district heating network capable of being served by the Plant which comes forward after the date of this Agreement and which is designed to distribute heat to one or more properties
Gate Fee	The fee charged per tonne delivered for the treatment of commercial and industrial waste of the types permitted to be accepted by the Plant
Green Infrastructure Delivery Plan	"Plymouth's Green Infrastructure Delivery Plan: Positive Planning for the Natural Environment" dated June 2010 or such green infrastructure delivery plan as may from time to time succeed or replace the Green Infrastructure Delivery Plan
Help for Heroes Swimming Pool	The Help for Heroes Swimming Pool to be located within the DDNB shown edged and stippled blue on the plan labelled 'Fleet Accommodation Centre and Help for Heroes Swimming Pool January 2012' annexed to this Agreement
Independent Certifier	Fichtner Consulting Engineering Limited or such other independent certifier as may be agreed between MVV

and SWDWP

Initial Weston Mill Drive Junction Contribution	The sum of one hundred thousand pounds (£100,000)
Initial Weston Mill Drive Junction Contribution Repayment	The amount by which the Initial Weston Mill Drive Junction Contribution exceeds the Actual Weston Mill Drive Junction Contribution plus any interest accrued on the Initial Weston Mill Drive Junction Contribution between: <ul style="list-style-type: none"><li>(i) The date when the Initial Weston Drive Junction Contribution is received by the Council; and</li><li>(ii) The date of payment of the Initial Weston Mill Drive Junction Contribution Repayment pursuant to paragraph 6.3 of Schedule 3</li></ul>
Interest	Interest at four per cent (4%) above the base lending rate of the Bank of England from time to time
Jobcentre Plus	The executive agency of the Department for Works and Pensions known as Jobcentre Plus or such other body as may from time to time be responsible for its functions
Landscape Masterplan	the Landscape Masterplan as approved under the Planning Permission
Local Employment Scheme	A scheme containing details and mechanisms for ensuring that the Developer provides opportunities for the training of local apprentices and where appropriate for securing the use of local labour and goods and services during the construction and operation of the Development
Locality	Shall be defined as agreed by the Council in consultation with MVV and the North Yard Community Trust
Low Carbon Infrastructure Contribution	The First Low Carbon Infrastructure Contribution the Second Low Carbon Infrastructure Contribution the Third Low Carbon Infrastructure Contribution the Fourth Low Carbon Infrastructure Contribution and any one or more of them
Low Carbon Infrastructure Purposes	To facilitate and enable the delivery of low carbon infrastructure which may include: <ul style="list-style-type: none"><li>(i) Education, advice, services and/or</li></ul>

equipment designed to lower the energy demands of individuals and Micro Businesses including but not limited to insulation double glazing solar panels and photovoltaics; and

- (ii) A Future District Heating Network including implementation and delivery costs of the distribution network but for the avoidance of doubt excluding any costs related to heat generation including the generation of heat from the Plant

Local Infrastructure	Local infrastructure and engineering projects occurring within the local government administrative area of the Council
Low Noise Surfacing Contribution	The sum of sixty-eight thousand pounds (£68,000)
Low Noise Surfacing Purposes	The provision of low noise surfacing to Weston Mill Drive between and within fifty (50) metres either side of the centre point of the Weston Mill Drive Junction and the Wolseley Road Junction up to and including the Weston Mill Drive Junction as shown hatched on the Plan Labelled 'Low Noise Surfacing Area - January 2012 annexed to this Agreement
Main Construction Works	all construction works for and associated with the Development other than the Preliminary Works
Management Fee	The sum of twenty-four thousand two hundred and ten pounds (£24,210)
Management Fee Purposes	<ul style="list-style-type: none"> <li>(i) Administration associated with MVV's and the Council's obligations under this Agreement and the holding and expenditure of any monies paid to the Council pursuant to this Agreement;</li> <li>(ii) The monitoring of MVV's compliance with this Agreement; and</li> <li>(iii) The implementation and continued implementation of the Council's obligations pursuant to this Agreement</li> </ul>
Micro Businesses	Businesses operating from premises and employing not more than ten (10) people (including full time and part time workers and any partners or directors)
MOD Zone	The areas shown as Area 1 and Area 2 on the MOD

## Zone Plan

MOD Zone Plan	The plan labelled 'MOD Zone – February 2012' and annexed to this Agreement
Necessary Connections	A connection to supply steam between the Plant and a Future District Heating Network at no cost to MVV
Network Rail Land	The land shown shaded green on the plan for the EMEMP Land
NO <sub>2</sub> Diffusion Tubes	Sampling devices designed to measure nitrogen dioxide in the air
Noise Comparison Report	<p>A written report setting out and comparing:</p> <ul style="list-style-type: none"><li>(i) The predicted rating levels of noise emissions at each Noise Receptor; and</li><li>(ii) The actual rating levels of noise emissions at each Noise Receptor,</li></ul> <p>The report shall identify any Noise Event</p>
Noise Event	An occasion at any Noise Receptor where the actual level of noise emissions at the relevant time of day exceeds the operational noise levels as specified in the Planning Permission and this can be demonstrated to be attributable to the Plant

Noise Management Plan	<p>A plan:</p> <ul style="list-style-type: none"> <li>(i) Specifying the location of the Noise Receptors;</li> <li>(ii) Setting out details in relation to the establishment of the Noise Monitoring Steering Group and the provision of reasonable resources to the Noise Monitoring Steering Group to allow it to undertake its duties under paragraph (v) below;</li> <li>(iii) Providing for the submission by MVV to the Noise Monitoring Steering Group of a Noise Comparison Report.</li> <li>(iv) Where the Noise Comparison Report shows that that there has been a Noise Event the provision to the Noise Monitoring Steering Group of information about the measures which MVV intends to take to regularise noise emissions from the Plant so as to reduce the risk of future Noise Events attributable to the Plant at any relevant Noise Receptor</li> <li>(v) Setting out the frequency of meetings of the Noise Monitoring Steering Group to afford it the opportunity to regularly analyse and review the Noise Comparison Report</li> </ul>
Noise Monitoring Steering Group	A body made up of representatives of MVV the Council's Public Protection Service and the Environment Agency
Noise Receptors	Such of the noise receptors identified in Chapter 14 of the Environmental Statement as may be agreed by the Noise Monitoring Steering Group
Noise Mitigation Measures	A scheme setting out appropriate measures to be undertaken by MVV to regularise noise emissions from the Plant so as to reduce the risk of future Noise Events attributable to the Plant at the relevant Noise Receptor including a timetable for implementation of such measures
Nominees	Persons nominated to be members of the North Yard Community Trust pursuant to the North Yard Community Trust Scheme Plan
North Yard	The community trust established pursuant to

Community Trust	paragraph 4.1 of the Schedule 6 to oversee the management of the Community Fund Contributions provided that between the date of this Agreement and the date when the North Yard Community Trust is established its functions under this Agreement shall be exercised by the Council
North Yard Community Trust Administration Contributions	The First North Yard Community Trust Administration Contribution and the Annual North Yard Community Trust Administration Contribution or any part or parts thereof
North Yard Community Trust Membership	The membership of the North Yard Community Trust identified pursuant to the North Yard Community Trust Scheme Plan including representatives from MVV the Council and Community Nominees
North Yard Community Trust Scheme Plan	<p data-bbox="683 730 1414 835">A plan containing detailed arrangements for the establishment of the North Yard Community Trust including details of:</p> <ul style="list-style-type: none"> <li data-bbox="792 863 1414 1402">(i) North Yard Community Trust Membership including details: <ul style="list-style-type: none"> <li data-bbox="901 961 1414 1066">a. As to how Nominees (including Community Nominees) will be identified and nominated;</li> <li data-bbox="901 1094 1414 1199">b. As to how the North Yard Community Trust may appoint Co-opted Members and</li> <li data-bbox="901 1226 1414 1402">c. As to how new members will be appointed in case of resignation death incapacity or repeated failure to attend meetings by Nominees</li> </ul> </li> <li data-bbox="792 1430 1414 1640">(ii) the governance arrangements for the North Yard Community Trust and for the avoidance of doubt the North Yard Community Trust may be established as a limited company and/or a charity or other appropriate body;</li> <li data-bbox="792 1667 1414 1738">(iii) Meeting arrangements including the frequency of meetings;</li> <li data-bbox="792 1766 1414 1936">(iv) How the Community Fund Contributions will be held by the North Yard Community Trust in an appropriate interest bearing account and how they will be distributed for Community Fund</li> </ul>

Purposes; and

- (v) How communities can apply for funds and how the decisions made on applications will be published and monitored.

North Yard Visitor Facility	The visitor centre to be contained in the administration block comprised in the Development
Operational Apprenticeship	An operational apprenticeship for applicants consisting of jobs in waste, engineering and related industries for work during the operation of the Development
Operational Date	The date when the Plant is brought into commercial use for the disposal of waste and production of steam and electricity following the receipt by MVV of a certificate from the Independent Certifier and "Operate" and "Operation" shall be construed accordingly
Peak Hours	10.00 a.m. to 11.00 a.m. and 2.00p.m. to 3.00 p.m. Monday to Friday or such other times (or times on particular days of the week) as may be agreed in writing between MVV and the Council
Planning Permission	The planning permission granted by the Council as local planning authority pursuant to the Application
Plan	The plan labelled 'PA02 Rev B Planning Application Boundary' annexed to this Agreement
Plant	The buildings of the energy from waste combined heat and power facility comprised in the Main Construction Works
Plant Decommissioning Date	The date when the Plant ceases to Operate and is decommissioned by the permanent disconnection of electrical supplies to the Plant control system
Preliminary Works	<ul style="list-style-type: none"><li>(i) the construction of the main access road including the Camels Head Junction works;</li><li>(ii) the construction of the Bull Point access road;</li><li>(iii) the construction of the 11kV construction power supply from the Bull Point substation to the Site substation via the DLCCP substation;</li><li>(iv) the installation of fencing to separate the Site from the DDNB; and</li><li>(v) the site establishment for the Preliminary Works and the Main Construction Works</li></ul>



(which includes the compound to be installed on area known as Table Top Mountain).

For the avoidance of doubt the Preliminary Works are the same as those works defined in the draft decision notice as base enhancement works

RPIx The retail price index compiled and published by the office of National Statistics or any other mechanism that supersedes this;

Savage Road Land The land shaded green on the plan labelled 'Savage Road Land – January 2012' and annexed to this Agreement

Savage Road Land Transfer Agreement Terms The Savage Road Land Transfer shall include the following terms:

- (i) The Savage Road Land shall be only for use by the public as open space or amenity land and in accordance with the Landscape Masterplan;
- (ii) The Council shall implement and keep implemented the Savage Road Land Management Plan;
- (iii) Any consideration payable to the Secretary of State for Defence to be payable by MVV;
- (iv) (in the event that the Savage Road Land is transferred to the Council via MVV) consideration from the Council to MVV of one pound (£1);
- (v) The requirement for a direct deed of covenant to be provided to the Secretary of State for Defence or MVV as appropriate on any sale of the Savage Road Land to comply with (i) and (ii) above and a requirement for a restriction to be entered against the freehold title of the Savage Road Land after transfer to the Council or its nominated body in the following terms:

“No disposition of the registered estate by the proprietor of the registered estate is to be registered without a certificate signed by MVV’s or the Secretary of State for Defence’s conveyancer that the provisions of paragraph(s) [...] of [ ] of a transfer dated [ ]

made between [...] (1) and [...] (2) has been complied with or that it does not apply to the disposition”

- (vi) Such other terms as may be negotiated between MVV and the Secretary of State for Defence and such terms as may be agreed between MVV and the Council both acting reasonably

Savage Road Land Transfer	The transfer of the freehold title of the Savage Road Land to the Council or such other body as may be nominated by the Council in its absolute discretion which shall include but not be limited to the Savage Road Land Transfer Agreement Terms
Savage Road Land Works	Tree planting, the creation of a Devon Bank and the creation of an informal football pitch area with goal posts on the Savage Road Land as shown on the Landscape Masterplan (but for the avoidance of doubt not including the installation of a fence along the boundary with Blackie’s Wood)
Savage Road Land Maintenance Sum	The sum of ninety six thousand pounds (£96,000)
Savage Road Land Management Plan	A plan for the management and maintenance of the Savage Road Land to secure its ongoing management and maintenance including details of all maintenance operations their frequency and timing
Scheme of Interpretation	A Scheme which shall include the following: <ul style="list-style-type: none"><li>(i) how MVV will make available to the public information in respect of the Development process and operation including the Site’s landscape biodiversity and marine interests;</li><li>(ii) provision of on site interpretation panels provision of information leaflets and presentation material provision of regular newsletters and engagement through the dedicated Community Website; and</li><li>(iii) outline the use and availability of the North Yard Visitor Facility setting out conditions of use hours of availability and available facilities.</li></ul>
Second Low Carbon	The sum of five hundred thousand pounds (£500,000) towards the Low Carbon Infrastructure Purposes

Infrastructure Contribution	
Secretary of State for Defence Licence Land	The land hatched blue on the plan for the EMEMP Land
Site	the land known as North Yard, Plymouth shown edged in red on the Plan other than Area 1 of the MOD Zone
Third Low Carbon Infrastructure Contribution	The sum of five hundred thousand pounds (£500,000) towards the Low Carbon Infrastructure Purposes
Travel Plan	The Travel Plan approved by the Council pursuant to the relevant condition attached to the Planning Permission
Travel Plan Purposes	Measures and initiatives to promote sustainable travel to and from the Development during the operational phase of the Plant in accordance with the approved Travel Plan pursuant to the relevant condition in the Planning Permission.
Travel Plan Sum	The sum of fourteen thousand pounds (£14,000)
Variable Pricing Structure	<p>A variable pricing structure designed to discourage deliveries to the Development from the public highway of commercial and industrial waste which fall into either of the following categories:</p> <p>(i) Commercial and Industrial waste deliveries of less than six (6) tonnes ; or</p> <p>(ii) During Peak Hours,</p> <p>by imposing financial disincentives on such deliveries such disincentive to be a percentage increase in Gate Fees from the standard Gate Fee charged to incoming vehicles of between ten percent (10%) and fifty percent (50%) or such other disincentives as MVV may agree with the Council from time to time</p>
Visual Impact Mitigation Contribution	The sum of three hundred and ninety thousand pounds (£390,000)
Visual Impact Mitigation Contribution Purposes	(i) The planting of vegetation in the areas identified as “Primary Zone of Visual Influence” shown on the Plan labelled ‘Primary Zone of Visual Influence – January

2012' annexed to this Agreement together with the maintenance of such measures for a period of twenty-five (25) years; and

- (ii) The provision of general amenity and recreational amenity facilities within Barne Barton.

Visual Impact Mitigation Scheme	A scheme designed to secure the Visual Impact Mitigation Contribution Purposes including an indicative phasing and timing schedule
Wards	The Devonport and St Budeaux Wards in which the Development is situated
Weston Mill Drive Junction	The junction of Weston Mill Drive with Ferndale Road and Carlton Terrace
Weston Mill Drive Junction Cost	The actual cost of the Weston Mill Drive Junction Highway Works
Weston Mill Drive Junction Highway Works	The improvement of the Weston Mill Drive Junction to allow the junction to cater for the additional traffic associated with the proposed Weston Mill District Centre development set out in Plymouth Core Strategy Policy CS07(2)
Weston Mill School Air Quality Contribution	The sum of five thousand pounds (£5,000)
Weston Mill School Air Quality Contribution Purposes	The provision of air quality measures in the playground of Weston Mill School
Wider Locality	Within the local government administrative area of the Council and/or any area with a Post Code beginning "PL"
Wolseley Road Junction	The junction of Weston Mill Drive with Wolseley Road and Dockyard Access Road North (also known as Camel's Head Gate)

1.2 Where in this Deed reference is made to any clause, paragraph or schedule or recital such reference (unless the context otherwise requires) is a reference to a clause, paragraph or schedule or recital in this Deed:

1.3 Words importing the singular meaning where the context so admits include the plural meaning and vice versa.

- 1.4 Words of the masculine gender include the feminine and neuter genders and words denoting actual persons include companies, corporations and firms and all such words shall be construed interchangeable in that manner.
- 1.5 Wherever there is more than one person named as a party and where more than one party undertakes an obligation all their obligations can be enforced against all of them jointly and severally unless there is an express provision otherwise.
- 1.6 Any reference to an Act of Parliament shall include any modification, extension or re-enactment of that Act for the time being in force and shall include all instruments, orders, plans, regulations, permissions and directions for the time being made, issued or given under that Act or deriving validity from it.
- 1.7 References to any party to this Deed shall include the successors in title to that party and to any person deriving title through or under that party and in the case of the Council the successor to their statutory functions.
- 1.8 The headings and contents list are for reference only and shall not affect construction.

## **2 RECITALS**

- 2.1 The Owner is the registered proprietor under Title Number DN558477 and DN 558476 of the Site.
- 2.2 The Council is the Local Planning Authority for the purposes of this Agreement within the meaning of Part III of the 1990 Act for the area within which the Site is situate and by whom the obligations herein entered into are enforceable.
- 2.3 The Developer has submitted the Application to the Council and the parties have agreed to enter into this Agreement in order to secure the planning obligations contained in this Agreement
- 2.4 The Council has resolved to grant the Planning Permission subject to conditions which are substantially in the form of the draft decision notice which is attached and subject to this Agreement being completed prior to the granting of the Planning Permission.

## **3 LEGAL EFFECT**

- 3.1 This Agreement is made pursuant to Section 106 of the 1990 Act to the intent that it shall bind the Developer and the Owner and its successors in title to each and every part of the Site as provided in that Section
- 3.2 In the event that the Area 1 Licence is varied such that Area 1 of the MOD Zone can be included in the EMEMP Land and the EMEMP Plan it shall bind the Owner and its successor in title to Area 1 of the MOD Zone but solely in respect of the obligations in this Agreement that may relate to Area 1 under

the EMEMP Plan and only for the period of the Area 1 Licence and thereafter the Agreement will no longer bind Area 1 of the MOD Zone and the Owner or its successors in title shall be entitled to request the Council to cancel the relevant entry in the Local Land Charges Register

- 3.3 This Agreement is also entered into pursuant to Section 111 of the Local Government Act 1972 and section 2 of the Local Government Act 2000 and all other enabling legislation
- 3.4 This Agreement shall come into effect upon the grant of Planning Permission

#### **4 OBLIGATIONS ON THE PART OF THE DEVELOPER**

- 4.1 The Developer hereby covenants with the Council so as to bind the Site and its successors in title that the Developer shall comply with the obligations set out in Schedules 2 to 8.

#### **5 COSTS**

- 5.1 The Developer shall be responsible for the payment to the Council on completion of this Agreement of all reasonable legal costs which the Council incurs in preparing this Agreement

#### **6 OBLIGATIONS ON THE PART OF THE COUNCIL**

- 6.1 The Council hereby covenants with the Developer as follows:
  - 6.1.1 Having regard to the obligations on the part of the Developer to grant the Planning Permission for the Development as soon as reasonably practicable after completion of this Agreement and that such Planning Permission shall impose those conditions set out in the Draft Decision Notice attached to this Agreement unless otherwise amended with the Agreement of both the Council and Developer; and
  - 6.1.2 To comply with the obligations set out in Schedules 2 to 8 of this Agreement.

#### **7 IT IS HEREBY AGREED AND DECLARED that notwithstanding any other provisions in this Agreement:**

- 7.1 The provisions of this Agreement shall become operative only in the event of Planning Permission having been granted and unless stated otherwise the commencement of the Preliminary Works
- 7.2. The Developer shall only be responsible for complying with the terms of this Agreement so long as it shall retain an interest (within the meaning of Section 106 of the 1990 Act) in the Site or in any part thereof which is the subject of the obligations attached to the part of the Site in which its interest subsists and so that having parted with its interest in the Site or the relevant part the subject of the particular obligation any subsequent breach of the terms of this Agreement shall be enforced by the Council against the

persons who are then the owners or occupiers of the Site or any part thereof in respect of which the obligation subsists but nothing in this clause shall release the Developer in respect of any breach occurring before it shall have parted with all its interest in the Site

- 7.3 The Developer agrees to give the Council immediate written notice of any change in ownership of any of its interests in the Site occurring before all the obligations under this Agreement have been discharged such notice to give full details of the transferee's name and address together with the area of the Site transferred
- 7.4 If the Planning Permission to which this Agreement relates shall expire before the Main Development Commencement Date or is revoked, quashed modified or otherwise withdrawn at any stage this Agreement shall forthwith determine and cease to have effect **SAVE THAT** any payments or contributions that the Developer has made to the Council pursuant to the terms of this Agreement shall be reimbursed in full (together with any incurred interest) to the Developer within 28 days of any such event
- 7.5 Nothing in this Agreement shall prohibit or limit the right to develop any part of the Site in accordance with a planning permission (other than the Planning Permission relating to the Development) granted after the date of this Agreement
- 7.6 In so far as any clause or clauses of this Agreement are found (for whatever reason) to be invalid illegal or unenforceable then such invalidity illegality or unenforceability shall not affect the validity or enforceability of the remaining provisions of this Agreement
- 7.7 Nothing contained or implied in this Agreement shall prejudice affect or otherwise fetter the rights powers duties and obligations of the Council in the exercise of its functions as a local authority local planning authority or under any public and private statutes bylaws orders and regulations and such powers duties and obligations may be fully and effectually exercised in relation to the site or any part thereof and any works executed by the Council
- 7.8 Any notices to be served or document to be submitted on or to any party to this Agreement shall be delivered or posted to that party at the address specified as theirs at the head of this Agreement
- 7.9 The Developer shall give the Council 7 days written notice of the commencement of the Preliminary Works and the Main Construction Works respectively and shall subsequently give the Council 7 days written notice of any other trigger dates for payments in the obligations
- 7.10 Subject to the provisions of Section 106 and 106B of the 1990 Act the terms and conditions of this Agreement shall only be capable of being varied by supplemental agreement executed by the parties hereto or their successors in title
- 7.11 No person shall be entitled to enforce any provisions of this Agreement who would not have been so entitled but for the enactment of the Contracts

(Rights of Third Parties) Act 1999

- 7.12 The Agreement is a local land charge and shall be registered as such against the Site only PROVIDED THAT in the event that the Area 1 Licence is varied and Area 1 of the Mod Zone becomes part of the EMEMP Land and the EMEMP Plan the Council shall be entitled to register the Agreement as a local land charge against Area 1
- 7.13 The Council shall upon receipt of a written request from the Developer or the Owner and without unreasonable delay at any time after all the planning obligations under this Agreement have been fulfilled or following a written request from the Owner pursuant to clause 3.2 above following the termination of the Area 1 Licence effect the cancellation of all entries made in the Local Land Charges register in respect of this Agreement or the cancellation of such entries against Area 1 on the MOD Zone Plan as appropriate
- 7.14 Nothing in this Agreement is or amounts to or shall be construed as a planning permission or approval.
- 7.15 If the payment due under this Agreement is paid late interest shall be payable from the date payment is due to the date of payment.
- 7.16 Indexation:

Any payment which falls due under this Agreement that are not paid within twenty eight days of the date of this Agreement will be subject to Indexation and shall be index linked;

by changing the specified sum in accordance with the formula:

$$Y = \frac{C \times B}{A}$$

Where

A is the value of the retail price index (RPIx) compiled and published by the Office for the National Statistics last published before the said date hereof and

B is the value of the RPIx last published before the contribution is given

C is the amount of the contribution specified in this agreement

Y is the amount of the contribution to be paid

- 7.17 No waiver (whether expressed or implied) by the Council of any breach or default performing or observing any of the covenants terms or conditions of this Agreement shall constitute a continuing waiver and no such waiver shall prevent the Council from enforcing any of the relevant terms or conditions or for acting upon any subsequent breach or default
- 7.18 In the event of any dispute or difference arising between any of the parties to this Agreement in respect of any matter contained in this Agreement such dispute or difference shall be referred to an independent and suitable person holding appropriate professional qualifications to be appointed (in the absence of an agreement) by or on behalf of the president for the time being



of the professional body chiefly relevant in England with such matters as may be in dispute and such person shall act as an expert whose decision shall be final and binding on the parties in the absence of manifest error and any costs shall be payable by the parties to the dispute in such proportion as the expert shall determine and failing such determination shall be borne by the parties in equal shares

- 7.19 In the absence of agreement as to the appointment or suitability of the person to be appointed pursuant to Clause 7.18 or as to the appropriateness of the professional body then such question may be referred by either part to the president for the time being of the Law Society for him to appoint a solicitor to determine the dispute such solicitor acting as an expert and his decision shall be final and binding on all parties in the absence of manifest error and his costs shall be payable by the parties to the dispute in such proportion as he shall determine and failing such determination shall be borne by the parties in equal shares
- 7.20 Any expert howsoever appointed shall be subject to the express requirement that a decision was reached and communicated to the relevant parties within the minimum practicable timescale allowing for the nature and complexity of the dispute and in any event not more than twenty eight working days after he has received any file or written representation
- 7.21 The expert shall be required to give notice to each of the said parties requiring them to submit to him within ten working days of notification of his appointment written submissions and supporting material and the other party will be entitled to make a counter written submission within a further ten working days
- 7.22 The provisions of this clause shall not affect the ability of the Council to apply for and be granted any of the following: declaratory relief, injunction, specific performance, payment of any sum, damages, any other means of enforcing this Agreement and consequential and interim orders and relief
- 7.23 Where under this Agreement any approval consent authority direction agreement and/or action is required to be given reached or taken by the Council it is hereby agreed that it shall not be unreasonably withheld or delayed
- 7.24 Nothing in this Agreement shall amount to a variation waiver or alteration of any of the terms of the Agreement for Lease or commit or oblige the Owner to grant any rights or provide any area not otherwise provided for in the Agreement for Lease
- 7.25 For the avoidance of doubt where the Developer has any obligation to make payments or incur expenditure subject to a financial cap (including an annual financial cap) the relevant obligations shall cease to apply (or cease to apply for the remainder of the relevant year) in the event that the Developer has incurred expenditure or made payments up to the amount of any such financial cap
- 7.26 With effect from the Plant Decommissioning Date all obligations under this

Agreement shall cease unless already terminated prior to this Date

**EXECUTED** as a deed by the Parties and delivered the day and year first above written and **IN WITNESS** whereof the Corporate Seal of the Secretary of State for Defence has been hereunto affixed the day and year first before written

**SCHEDULE 1  
(Draft Conditions)**

**See attached draft decision notice**

## SCHEDULE 2

### Employment and Sustainability Measures

#### 1. LOW CARBON ENERGY CONTRIBUTION

- 1.1 Within twenty-eight (28) days of commencement of the Preliminary Works MVV shall pay to the Council the First Low Carbon Infrastructure Contribution
- 1.2 Within one (1) year of the date of payment of the First Low Carbon Infrastructure Contribution MVV shall pay to the Council the Second Low Carbon Infrastructure Contribution
- 1.3 Within two (2) years of the date of payment of the First Low Carbon Infrastructure Contribution MVV shall pay to the Council the Third Low Carbon Infrastructure Contribution
- 1.4 Within three (3) years of the date of payment of the First Low Carbon Infrastructure Contribution MVV shall pay to the Council the Fourth Low Carbon Infrastructure Contribution
- 1.5 Except in the circumstances specified in paragraph 1.6 or 1.7 of this Schedule in the event that:

1.5.1 MVV receives a payment from the Council pursuant to paragraph 11.2 of this Schedule and

1.5.2 Any part of the said payment can be demonstrated to be due to the failure of a delivery vehicle to deliver a Future District Heating Network

then to the extent that the Council is able to certify the repayment is due to a failure of a delivery vehicle to deliver a Future District Heating Network MVV shall use its reasonable endeavours to use the said repayment to develop and implement an alternative district heating scheme for delivering and distributing available energy from the Plant within the DDNB **PROVIDED THAT** nothing in this paragraph shall require MVV to expend more than the sum so certified by the Council to develop and implement the said alternative scheme

- 1.6 Clause 1.5 shall not apply and MVV shall receive a payment from the Council pursuant to paragraph 11.2 free from any conditions in the event that either:

1.6.1 MVV receives less than the sum of five hundred thousand pounds (£500,000) pursuant to paragraph 11.2; or

1.6.2 MVV and the Council agree that it is not reasonably practicable in light of the amount of the repayment to apply such repayment to develop and implement an alternative district heating scheme for delivering and distributing energy within the DDNB

- 1.7 Clause 1.5 shall cease to apply and the payment made by the Council pursuant to paragraph 11.2 shall be freed from any conditions in the event that MVV and the Council agree that it is not reasonably practicable in light of the amount of the sum remaining to apply such sum to develop and implement an alternative district heating scheme for delivering and distributing energy within the DDNB

## 2. DISTRICT HEATING NETWORK

- 2.1 MVV shall ensure that the Plant is constructed in such a manner so that it would be capable of supplying Available Heat to a Future District Heating Network
- 2.2 Subject to paragraphs 2.3 and 2.4 below MVV shall
  - 2.2.1 permit the Necessary Connections to be installed and operated in a convenient manner according to MVV's technical specifications and operational procedures and method statements by the operator of a Future District Heating Network at a reasonable cost to the operator; and
  - 2.2.2 thereafter ensure that all Available Heat is supplied to the operator of the Future District Heating Network up to the heat demand of the Future District Heating Network
- 2.3 Subject to paragraph 2.4 MVV shall not unreasonably withhold from the operator of a Future District Heating Network its consent for the operator to install and make the Necessary Connections PROVIDED THAT this shall be at no cost to MVV and subject always to the operator having acquired all necessary proprietary rights to do so
- 2.4 Without prejudice to the generality of paragraph 2.3 it shall be reasonable for MVV to withhold its consent and MVV shall be entitled to withhold its consent under that paragraph where even though MVV has complied with its obligations under 2.1 above if any of the following circumstances subsist:
  - 2.4.1 The manner of the installation or operation of the Future District Heating Network would adversely affect MVV's ability to supply steam or electricity pursuant to the terms of the Energy Supply Agreements;
  - 2.4.2 MVV and the operator of the Future District Heating Network are unable to agree the reasonable commercial terms of a heat supply agreement relating to the provision of heat by MVV to the operator of the Future District Heating Network and have provided evidence of such to the Council;
  - 2.4.3 The operator of the Future District Heating Network is unwilling or unable to compensate MVV in respect of any Direct Costs;
  - 2.4.4 The operator of the Future District Heating Network:
    - (a) Is unwilling or unable to provide adequate security in respect of its obligations to MVV (including where appropriate a bond surety or parent company guarantee);
    - (b) Enters into voluntary liquidation (other than for the purpose of reconstruction or amalgamation not involving a realisation of assets) or has a winding-up order made against it by the court or has a receiver appointed over all or any part of its assets or an administration order is made pursuant to the Insolvency Act 1986; or
    - (c) Is insolvent or enters into any composition with its or his creditors or enters into a voluntary arrangement (within the meaning of the Insolvency Act 1986 Sections 1 or 253) or distress sequestration or execution is levied on its goods

### 3. **CONNECTIONS TO DDNB**

- 3.1 With effect from the Main Development Commencement Date MVV will ensure that the construction of all of the proposed connections and reinforcements to the Existing DDNB Distribution System as indicated on the Connections Plan occurs concurrently with the construction of the Plant
- 3.2 With effect from the Operational Date MVV shall use its reasonable endeavours to continually supply energy in the form of steam and electricity generated from the Plant to the Existing DDNB Distribution System as provided for in the Energy Supply Agreements **PROVIDED THAT** this paragraph shall cease to have effect in the event (and to the extent) that the existing Energy Supply Agreements are terminated or modified

### 4. **DDNB ENERGY USAGE**

- 4.1 Before the Operational Date MVV shall submit to the Council in writing a DDNB Energy Monitoring Scheme
- 4.2 The Plant shall not be brought into Operation until the Council has approved in writing the DDNB Energy Monitoring Scheme
- 4.3 With effect from the Operational Date MVV shall:
  - 4.3.1 Ensure that a copy of the DDNB Energy Monitoring Scheme is made available on line on the Community Website
  - 4.3.2 Within twenty-eight (28) days of each anniversary of the Operational Date publish on the Community Website details of the data collected pursuant to the DDNB Energy Monitoring Scheme
- 4.4 The DDNB Energy Monitoring Scheme may be varied from time to time by the submission in writing by MVV to the Council of a revised DDNB Energy Monitoring Scheme for approval and with effect from the date of approval in writing by the Council of the revised DDNB Energy Monitoring Scheme that revised scheme shall constitute the DDNB Energy Monitoring Scheme for the purposes of this Agreement

### 5. **OTHER CONNECTIONS**

- 5.1 Prior to the Operational Date MVV shall:
  - 5.1.1 construct the main heat and power connections between the Existing DDNB Distribution System and the existing boiler house and hot water distribution system for the Fleet Accommodation Centre such that the said connections and any distribution network to be constructed at the Fleet Accommodation Centre would be able to receive steam from the Plant via the Existing DDNB Distribution System; and
  - 5.1.2 use its reasonable endeavours to cause to be constructed the necessary heat and power connections between the Fleet Accommodation Centre heating system and the Help for Heroes Swimming Pool such that the said connections and any distribution network to be constructed at the Help for Heroes Swimming Pool would be able to receive heat from the Plant via the Existing DDNB Distribution System and the existing boiler house and hot water distribution system for the Fleet Accommodation Centre.

## 6. **LOCAL EMPLOYMENT SCHEME**

- 6.1 Within three (3) months of the date of this Agreement MVV shall submit to the Council in writing a Local Employment Scheme
- 6.2 MVV shall use reasonable endeavours to secure the approval in writing of the Council to the Local Employment Scheme within four (4) months of the date of this Agreement
- 6.3 The Local Employment Scheme shall be designed to secure that not less than seventy percent (70%) of the workers employed in relation to the construction of the Development live within the Wider Locality subject always to:
  - 6.3.1 Such workers having the required appropriate skills and experience necessary to carry out the required tasks; and
  - 6.3.2 There being no infringement of any regulatory or legal requirement imposed on MVV that would prevent the implementation of the Local Employment Scheme or any part thereof
- 6.4 The Local Employment Scheme shall include in so far as is reasonably practicable the following details:
  - 6.4.1 Details of how employment opportunities at the Development will be advertised and how liaison with the Council and other bodies including but not limited to Jobcentre Plus will take place in relation to maximising the access of the local workforce to information about employment opportunities;
  - 6.4.2 How suitable training opportunities will be provided for those recruited to work in relation to the construction and operation of the Development;
  - 6.4.3 A procedure setting out criteria for initial screening of candidates for employment and for matching candidates to vacancies;
  - 6.4.4 Promotion of the Local Employment Scheme and liaison with contractors engaged in the construction and operation of the Development to ensure that they also apply the Local Employment Scheme so far as is practicable having due regard to the need and availability of specialist skills and trades and the programme for constructing the Development and enforceable in accordance with other contracts;
  - 6.4.5 A procedure for monitoring the Local Employment Scheme and reporting the results of such monitoring to the Council including details of the origins qualifications numbers and other details of candidates; and
  - 6.4.6 A timetable for the implementation of the Local Employment Scheme

## **CONSTRUCTION TRADE APPRENTICESHIPS**

- 6.5 Prior to the Main Development Commencement Date MVV shall provide sponsorship (which shall not exceed the sum of three thousand pounds (£3,000) per annum) of:
  - (a) One (1) Construction Trade Apprenticeship during the construction phase of the Development; and
  - (b) Provided that the sub-contractor agrees to be included in the Local Employment Scheme one (1) Construction Trade Apprenticeship by any sub-contractor of MVV where the sub-contract is for consideration in excess of twenty million pounds (£20,000,000)).

- 6.6 MVV shall implement the Local Employment Scheme in accordance with the approved timetable referred to in paragraph 6.4.6
- 6.7 The Local Employment Scheme may be varied from time to time by the submission in writing by MVV to the Council of a revised Local Employment Scheme for approval and with effect from the date of approval in writing by the Council of the revised Local Employment Scheme that scheme shall constitute the Local Employment Scheme for the purposes of this Agreement

## 7. **OPERATIONAL APPRENTICESHIPS**

- 7.1 With effect from the Operational Date MVV shall annually provide sponsorship of five (5) Operational Apprenticeships (or such other comparable systems of training) within the waste or engineering and related industries **PROVIDED THAT** MVV's liability under this clause shall not exceed the sum of fifteen thousand pounds (£15,000) per annum and last for a period of 25 years from the Operational Date

## 8. **WORK EXPERIENCE**

- 8.1 MVV shall use reasonable endeavours to maintain regular links with the University of Plymouth and City College Plymouth in order to provide up to 2 internships per annum (each providing six (6) weeks of work experience) to students on courses relevant to the operation of the Development concurrently with the operation of the Plant
- 8.2 MVV shall use reasonable endeavours to maintain links with the local Secondary School in order to provide work experience opportunities and bursaries or sponsorship for students of the Secondary School per annum for attending university on waste or engineering courses relevant to the operation of the Development **PROVIDED THAT** MVV's total liability under this clause shall not exceed the sum of five thousand pounds (£5,000) per annum
- 8.3 MVV shall use reasonable endeavours to maintain links with the DDNB in order to facilitate six (6) week work experience placements for up to 3 naval engineers per annum

## 9. **LOCAL ADVERTISING**

- 9.1 With effect from the date of this Agreement MVV shall advertise all externally advertised posts relating to the construction and/or operation of the Development:
- 9.1.1 In at least one source of local media circulating in the Wider Locality; and
  - 9.1.2 On the Community Website
- 9.2 Nothing in paragraph 9.1 shall preclude MVV from advertising in the national or international media as it may deem appropriate
- 9.3 The advertisement placed pursuant to paragraph 9.1 shall unless otherwise agreed in writing with the Council use the same words as any national or international advertisement and shall allow at least the same length of time for applicants to apply for the post

## 10. **LOCAL GOODS AND SERVICES**

- 10.1 With effect from the date of this Agreement MVV shall use its reasonable endeavours to advertise contracts for goods and services relating to the construction and/or operation of the Development and with a contract value of over £10,000 per annum subject to Indexation:
- 10.1.1 In at least one source of local media circulating in the Wider Locality; and



10.1.2 On the Community Website

- 10.2 Nothing in paragraph 10.1 shall preclude MVV from advertising in the national or international media as it may deem appropriate
- 10.3 The advertisement placed pursuant to paragraph 10.1 shall unless otherwise agreed in writing with the Council use the same words as any national or international advertisement and shall allow at least the same length of time for applicants to apply for the contract

11. **COUNCIL'S OBLIGATIONS**

- 11.1 The Council shall place the Low Carbon Infrastructure Contribution in an interest bearing bank account and shall apply the Low Carbon Infrastructure Contribution together with any interest accrued thereon solely towards the Low Carbon Infrastructure Purposes
- 11.2 In the event that on the tenth (10th) anniversary of the date of payment of the First Low Carbon Infrastructure Contribution any part of the Low Carbon Infrastructure Contribution (or any Interest accrued thereon) remains unspent the Council shall within twenty-eight (28) days thereof account to MVV for the Low Carbon Infrastructure Contribution and shall repay to MVV any unexpended sum (including any unspent Interest)

## **SCHEDULE 3**

### **Transport**

#### **1. WESTON MILL DRIVE JUNCTION**

- 1.1 Within twenty-eight (28) days of the Main Development Commencement Date MVV shall pay to the Council the Initial Weston Mill Drive Contribution
- 1.2 Subject to paragraph 1.3 in the event that the Actual Weston Mill Drive Junction Contribution exceeds the Initial Weston Mill Drive Contribution MVV shall within three (3) months of the certification given by the Council pursuant to paragraph 7.2 of this Schedule pay to the Council the Further Weston Mill Drive Contribution
- 1.3 Without prejudice to any payments already made pursuant to paragraph 1.2 that obligation shall cease to apply on the tenth (10<sup>th</sup>) anniversary of the date of this Agreement

#### **2. LOW NOISE SURFACING**

- 2.1 Prior to the Main Development Commencement Date MVV shall pay to the Council the Low Noise Surfacing Contribution

#### **3. TRAVEL PLAN OBLIGATIONS**

- 3.1 Within twenty-eight (28) days of the Main Development Commencement Date MVV shall deposit the Travel Plan Sum into a dedicated bank account owned and operated by MVV
- 3.2 With effect from the Operational Date MVV shall apply the Travel Plan Sum to the Travel Plan Purposes
- 3.3 Between the date of payment of the Travel Plan Sum pursuant to paragraph 3.1 and the date when the Travel Plan Sum has been expended MVV shall within twenty-eight (28) days of the passing of each period of six (6) months starting with the said date of payment provide to the Council such information in relation to expenditure of the Travel Plan Sum (including but not limited to receipts for expenses and bank accounts) as will reasonably allow the Council to undertake an audit of the expenditure (such audit to be undertaken in consultation with the Highways Agency as arranged by the Council)

#### **4. CONSTRUCTION WORKERS TRAVEL PLAN OBLIGATIONS**

- 4.1 Six weeks prior to the Main Development Commencement Date MVV shall submit to the Council and the Highways Agency for approval in writing by both the Construction Workers Travel Plan
- 4.2 Prior to the Main Development Commencement Date MVV shall deposit the Construction Workers Travel Plan Sum into a dedicated bank account owned and operated by MVV
- 4.3 With effect from the date of payment of the Construction Workers Travel Plan Sum pursuant to paragraph 4.2 MVV shall apply the Construction Workers Travel Plan Sum to implement the Construction Workers Travel Plan
- 4.4 Between the date of payment of the Construction Workers Travel Plan Sum pursuant to paragraph 4.2 and the date when the Construction Workers Travel Plan Sum has been expended MVV shall within twenty-eight (28) days of the passing of each period of six (6) months starting with the said date of payment provide to the Council such information in relation to the expenditure of the Construction Worker Travel Plan Sum (including but not

limited to receipts for expenses and bank accounts) referred to in paragraph 4.1 as will reasonably allow the Council to undertake an audit of the expenditure (such audit to be undertaken in consultation with the Highways Agency as arranged by the Council)

5. **VARIABLE PRICING STRUCTURE**

- 5.1 Before the Operational Date MVV shall submit to the Council in writing a Variable Pricing Structure
- 5.2 There shall be no Commencement of Waste Acceptance until the Council (in consultation with the Highways Agency as arranged by the Council) has approved in writing the Variable Pricing Structure
- 5.3 With effect from the Waste Delivery Commencement Date MVV shall at all times apply the Variable Pricing Structure to relevant deliveries of commercial and industrial waste to the Development
- 5.4 Subject to the imposition of a percentage increase in Gate Fees for the waste deliveries which are subject to the Variable Pricing Structure nothing in this Agreement shall in any way fetter or otherwise prejudice the commercial discretion of MVV as to the level or rate of the Gate Fees charged in relation to the delivery to the Development of commercial and industrial waste (or any other waste) or otherwise

6. **COUNCIL'S OBLIGATIONS**

- 6.1 The Council shall place the Initial Weston Mill Drive Junction Contribution in an interest bearing account and shall apply the Initial Weston Mill Drive Junction Contribution together with any interest accrued thereon solely towards the Weston Mill Drive Junction Highway Works
- 6.2 Within twenty-eight (28) days of the date of substantial completion of the Weston Mill Drive Junction Highway Works the Council shall certify to MVV and account to MVV for the Weston Mill Drive Junction Cost and the Actual Weston Mill Drive Junction Contribution
- 6.3 In the event that the Initial Weston Mill Drive Contribution exceeds the Actual Weston Mill Drive Junction Contribution the Council shall within twenty-eight (28) days of the certification referred to in paragraph 6.2 pay to MVV the Initial Weston Mill Drive Junction Contribution Repayment
- 6.4 In the event that on the tenth (10<sup>th</sup>) anniversary of the date of this Agreement any part of the Initial Weston Mill Drive Junction Contribution (or any Interest accrued thereon) remains unspent the Council shall within twenty-eight (28) days thereof account to MVV for the Initial Weston Mill Drive Junction Contribution and shall repay to MVV any unexpended sum (including any unspent Interest)
- 6.5 The Council shall place the Low Noise Surfacing Contribution in an interest bearing account and shall apply the Low Noise Surfacing Contribution together with any interest accrued thereon solely towards the Low Noise Surfacing Purposes
- 6.6 In the event that on the fifth (5<sup>th</sup>) anniversary of the date of payment of the Low Noise Surfacing Contribution any part of the Low Noise Surfacing Contribution (or any Interest accrued thereon) remains unspent the Council shall within twenty-eight (28) days thereof account to MVV for the Low Noise Surfacing Contribution and shall repay to MVV any unexpended sum (including any unspent Interest)

## SCHEDULE 4

### Landscape and Open Space

#### 1. SAVAGE ROAD LAND

- 1.1. Within six (6) months of the Main Development Commencement Date MVV shall submit to the Council in writing details of the Savage Road Land Works and the Savage Road Land Management Plan for approval by the Council
- 1.2. Subject to paragraph 1.3 with effect from the Commencement of the Main Development and for a period of three 3 years thereafter MVV shall use its reasonable endeavours to negotiate with the Owner (at its sole discretion) (and thereafter MVV may at its absolute discretion continue to negotiate) to procure the Savage Road Land Transfer subject to the Savage Road Land Transfer Agreement Terms but for the avoidance of doubt the existence of this obligation shall not imply or impose upon the Owner any obligation or commitment to such Savage Road Land Transfer
- 1.3. The obligations in paragraph 1.2 which refers to use “reasonable endeavours” shall relate to the use of reasonable efforts and the expending of reasonable resources by MVV to negotiate
- 1.4. The Plant shall not be brought into Operation until the Savage Road Land Works and the Savage Road Land Management Plan have been approved in writing by the Council
- 1.5. Subject to paragraph 1.7 prior to the Operational Date MVV shall:
  - 1.5.1. Carry out and complete the Savage Road Land Works and notify the Council of such completion; and
  - 1.5.2. Thereafter implement and keep implemented the Savage Road Land Management Plan
- 1.6. Following completion of one 1 year’s implementation of the Savage Road Land Management Plan MVV shall pay to the Council the Savage Road Land Maintenance Sum
- 1.7. Upon the payment of the Savage Road Land Maintenance Sum to the Council:
  - 1.7.1. MVV’s obligations under paragraph 1.5 shall cease to apply; and
  - 1.7.2. The Council (and not MVV) or such other such body as may be agreed in writing between the Council and MVV shall implement and keep implemented the Savage Road Land Management Plan subject always to MVV providing appropriate access for the Council or such other agreed body to the Savage Road Land for such purposes.
- 1.8. The Savage Road Land Management Plan may be varied from time to time by the submission in writing by MVV to the Council of a revised Savage Road Land Management Plan for approval and with effect from the date of written approval by the Council of the revised Savage Road Land Management Plan that plan shall constitute the Savage Road Land Management Plan for the purposes of this Agreement
- 1.9. In the event that at any time between the date of this Agreement and a date twenty-five (25) years after the Operational Date MVV acquire the freehold title to the Savage Road Land MVV shall use its reasonable endeavours to negotiate the Savage Road Land Transfer with the Council or other such body as may be agreed in writing with MVV and the Council on the Savage Road Land Transfer Agreement Terms

1.10. In the event that the Council acquire the freehold title to the Savage Road Land the Council (and not MVV) or such other such body as may be agreed in writing between the Council and MVV shall thereafter continue to implement and keep implemented the Savage Road Land Management Plan

1.11. In the event that the freehold title to the Savage Road Land does not transfer to the Council or such other body as may be agreed then the future of the land following the decommissioning of the Plant shall form part of the submitted Decommissioning Environmental Management Plan required under the Planning Permission

## **2. MITIGATION OF VISUAL IMPACTS**

2.1. Prior to the Main Development Commencement Date MVV shall pay to the Council the Visual Impact Mitigation Contribution

2.2. Within twelve (12) months of the date of this Agreement MVV shall:

2.2.1. Prepare a Visual Impact Mitigation Scheme in consultation with the North Yard Community Trust; and

2.2.2. Submit to the Council in writing the Visual Impact Mitigation Scheme for approval by the Council

2.3. The Visual Impact Mitigation Scheme may be varied from time to time by the submission in writing by MVV to the Council of a revised Visual Impact Mitigation Scheme for approval and with effect from the date of written approval by the Council of the revised Visual Impact Mitigation Scheme that revised scheme shall constitute the Visual Impact Mitigation Scheme for the purposes of this Agreement

## **3. BIODIVERSITY GAIN**

3.1. Prior to the Main Development Commencement Date MVV shall pay to the Council the First Biodiversity Contribution

3.2. Subject to paragraph 3.3 within twenty-eight (28) days of each anniversary of the date of payment of the First Biodiversity Contribution MVV shall pay to the Council the Annual Biodiversity Contribution

3.3. Paragraph 3.2 shall cease to apply following the twenty-fifth (25th) payment of the Annual Biodiversity Contribution and for the avoidance of doubt:

3.3.1. Nothing in paragraph 3.2 shall require MVV to:

(a) Make more than twenty-five (25) payments of the Annual Biodiversity Contribution; or

(b) Pay more than an aggregate payment of one hundred and fifty-thousand pounds (£150,000) thereunder; and

3.4. The total payable to the Council pursuant to paragraphs 3.1 and 3.2 shall not exceed the sum of two hundred and fifty thousand pounds (£250,000)

## **4. ECOLOGICAL MITIGATION ENHANCEMENT MANAGEMENT PLAN**

4.1. Prior to the Main Development Commencement Date MVV shall submit to the Council in writing an Ecological Mitigation Enhancement and Management Plan for approval by the Council

- 4.2. Subject to paragraphs 4.3, 4.5 and 4.6 with effect from the Main Development Commencement Date MVV shall implement the Ecological Mitigation Enhancement and Management Plan
- 4.3. Paragraph 4.2 of this Agreement shall cease to have effect on the later of the following:
  - 4.3.1. Twenty-five (25) years from the Operation Date; or
  - 4.3.2. The Plant Decommissioning Date
- 4.4. The Ecological Mitigation Enhancement and Management Plan may be varied from time to time by the submission in writing by MVV to the Council of a revised Ecological Mitigation Enhancement and Management Plan for approval and with effect from the date of written approval by the Council of the revised Ecological Mitigation Enhancement and Management Plan that revised plan shall constitute the Ecological Mitigation Enhancement and Management Plan for the purposes of this Agreement
- 4.5. Prior to the Main Development Commencement Date MVV shall use reasonable endeavours to secure appropriate licences for the Network Rail Land and the Secretary of State for Defence Licence Land which shall allow for MVV to have future access to such land to enable the implementation of the relevant part of the Ecological Mitigation Enhancement and Management Plan
- 4.6. Upon completion of the respective licenses referred to in paragraph 4.5 above and unless and until they may be revoked by Network Rail or the Secretary of State respectively MVV shall continue to maintain and manage the Network Rail Land and the Secretary of State for Defence License Land respectively pursuant to the terms of the Ecological Mitigation Enhancement and Management Plan
- 4.7. Prior to the Main Development Commencement Date MVV shall use its reasonable endeavours to negotiate with the Owner (at its sole discretion) (and thereafter MVV may at its absolute discretion continue to negotiate) to procure the variation of the Area 1 Licence to include Area 1 within the EMEMP Plan for the duration of the Area 1 Licence but for the avoidance of doubt the existence of this obligation shall not imply or impose upon the Owner any obligation or commitment to such variation

## **5. COUNCIL'S OBLIGATIONS**

- 5.1. In the event that at any time between the date of this Agreement and a date twenty-five (25) years after the Operational Date MVV procures the Savage Road Transfer pursuant to paragraph 1.2 the Council shall within twenty-eight (28) days of notification by MVV:
  - 5.1.1. Complete such transfer on such reasonable terms as may be agreed which shall include (but shall not be limited to) the Savage Road Land Transfer Agreement Terms; and
  - 5.1.2. Enter into a direct deed of covenant with MVV to comply with subparagraphs (i) and (ii) in the definition of the Savage Road Land Transfer Agreement Terms
- 5.2. The Council shall place the Visual Impact Mitigation Contribution in an interest bearing account and shall apply the Visual Impact Mitigation Contribution solely towards the Visual Impact Mitigation Purposes and in accordance with the Visual Impact Mitigation Scheme
- 5.3. In the event that on the twenty-fifth (25th) anniversary of the date of payment of the Visual Impact Mitigation Contribution any part of the Visual Impact Mitigation Contribution (or any Interest accrued thereon) remains unspent the Council shall within twenty-eight (28) days thereof account to MVV for the Visual Impact Mitigation Contribution and shall repay to MVV any unexpended sum (including any unspent Interest)

- 5.4. The Council shall place the First Biodiversity Contribution and each payment of the Annual Biodiversity Contribution in an interest bearing account and shall apply the First Biodiversity Contribution and each payment of the Annual Biodiversity Contribution together with any interest accrued thereon solely towards the Biodiversity Purposes
- 5.5. In the event that on the 10<sup>th</sup> anniversary of the date of payment of the Initial Biodiversity Contribution any part of the Initial Biodiversity Contribution (or any Interest accrued on them) remains unspent or unallocated towards the maintenance or capital expenditure pursuant to the Biodiversity Purposes the Council shall within twenty-eight (28) days thereof account to MVV for the Initial Biodiversity Contribution and shall repay to MVV any such unexpended or unallocated sum (including any unspent or unallocated Interest)
- 5.6. In the event that on the third (3rd) anniversary of the date of final payment of the Annual Biodiversity Contribution any part of the Initial Biodiversity Contribution or the Annual Biodiversity Contributions (or any Interest accrued on them) remains unspent the Council shall within twenty-eight (28) days thereof account to MVV for any unexpended sum (including any unspent Interest)

## SCHEDULE 5

### Noise and Air Quality

#### 1. **NOISE MANAGEMENT PLAN**

- 1.1 Prior to the Main Development Commencement Date MVV shall submit to the Council in writing the Noise Management Plan
- 1.2 MVV shall not Commence the Main Development until the Council has approved in writing the Noise Management Plan
- 1.3 With effect from the Main Development Commencement Date MVV shall implement the Noise Management Plan.
- 1.4 In the event that there is a Noise Event MVV shall submit to the Council in writing for approval the Noise Mitigation Measures
- 1.5 With effect from the date of approval of the Noise Mitigation Measures MVV shall implement the same and shall use its reasonable endeavours to do so within the timetable specified in the Noise Mitigation Measures
- 1.6 Subject to paragraph 1.7 paragraphs 1.3 to 1.5 shall only apply for a period of twenty-five (25) years starting with the Main Development Commencement Date
- 1.7 In the event that there are no Noise Events during any continuous period of five (5) years beginning after the Main Development Commencement Date Clauses 1.3 to 1.5 shall cease to apply

#### 2. **AIR QUALITY MANAGEMENT PLAN**

- 2.1 Before the Main Development Commencement Date MVV shall submit to the Council in writing the Air Quality Management Plan
- 2.2 MVV shall not Commence the Main Development until the Council has approved in writing the Air Quality Management Plan
- 2.3 Subject to paragraph 2.4 with effect from the Commissioning Date or Operational Date as appropriate MVV shall implement the Air Quality Management Plan
- 2.4 Nothing in this Agreement or in the Air Quality Management Plan shall require MVV to expend more than:
  - 2.4.1 Ten thousand pounds (£10,000) on the installation and maintenance of NO<sub>2</sub> Diffusion Tubes in the vicinities of the Camel's Head Junction and at St Budeaux/King's Tamerton;
  - 2.4.2 Sixty-five thousand pounds (£65,000) on the installation commissioning and operating (including connection to power supplies) of air quality monitoring equipment for specific targeted monitoring of particles measuring 10 µm or less (PM<sub>10</sub>) at Camel's Head Junction
- 2.5 Within 7 days of the date of this Agreement MVV shall pay to the Council the Weston Mill School Air Quality Contribution



### 3. **AIR QUALITY AND NOISE MONITORING COSTS**

3.1 Between the Main Development Commencement Date and a date twelve (12) months after the Operational Date MVV shall within twenty-eight (28) days of a written demand by the Council:

3.1.1 Pay to the Council up to a maximum sum of two hundred pounds (£200) per demand in respect of its reasonably incurred administrative costs in investigating and handling justified and valid complaints and enquiries (and undertaking associated site investigations) relating to the obligations in paragraphs 1 and 2 of this Schedule; and

3.1.2 Pay to the Council its reasonably incurred costs in respect of attendance at local liaison meetings during the construction and commissioning phases of the Development up to a maximum sum of two hundred pounds (£200) per meeting

**PROVIDED THAT** the aggregate of such payments under this clause 3 is not to exceed five thousand pounds (£5,000).

### 4. **COMPUTER FACILITIES**

4.1 Within seven (7) days of the date of this Agreement MVV shall pay to the Council the Computer Facilities Sum

4.2 Before the Operational Date MVV shall consult with the North Yard Community Trust on the format of the Electronic Air Quality Monitoring Data and in finalising the format of the Electronic Air Quality Monitoring Data shall have reasonable regard to the comments of the North Yard Community Trust

4.3 Subject to paragraph 4.2 with effect from the Operational Date MVV shall publish on the Community Website the Electronic Air Quality Monitoring Data

4.4 Prior to the Operational Date to submit for approval in writing by the Council a Scheme of Interpretation

### 5. **COUNCIL'S OBLIGATIONS**

5.1 The Council shall place the Computer Facilities Sum in an interest bearing account and shall apply the Computer Facilities Sum solely towards the Computer Facilities Sum Purposes

5.2 In the event that within 5 years of the payment of the Computer Facilities Sum all or any part of the Computer Facilities Sum (or any Interest accrued thereon) remains unspent the Council shall within twenty-eight (28) days thereof account to MVV for the Computer Facilities Sum and shall repay to MVV any unexpended sum (including any unspent Interest)

5.3 The Council shall place the Weston Mill School Air Quality Contribution in an interest bearing account and shall apply the Weston Mill School Air Quality Contribution solely towards the Weston Mill School Air Quality Contribution Purposes

5.4 In the event that on the Operational Date the Weston Mill School Air Quality Contribution or any part of the Weston Mill School Air Quality Contribution (or any Interest accrued thereon) remains unspent the Council shall within twenty-eight (28) days thereof account to MVV for

the Weston Mill School Air Quality Contribution and shall repay to MVV any unexpended sum (including any unspent Interest)

## SCHEDULE 6

### North Yard Community Trust

#### 1. **ESTABLISHMENT OF THE NORTH YARD COMMUNITY TRUST**

- 1.1 Before the Main Development Commencement Date MVV shall submit to the Council in writing the North Yard Community Trust Scheme Plan
- 1.2 MVV shall not Commence the Main Development until the Council has approved in writing the North Yard Community Trust Scheme Plan

#### 2. **ADMINISTRATION OF THE NORTH YARD COMMUNITY TRUST**

- 2.1 Within twenty-eight (28) days of commencement of the Preliminary Works MVV shall pay to the Council the First North Yard Community Trust Administration Contribution
- 2.2 Subject to paragraph 2.3 within twenty-eight (28) days of each anniversary of the date of payment of the First North Yard Community Trust Administration Contribution MVV shall pay to the Council the Annual North Yard Community Trust Administration Contribution
- 2.3 Paragraph 2.2 shall cease to apply following the fourth (4th) payment of the Annual North Yard Community Trust Administration Contribution and for the avoidance of doubt:
  - 2.3.1 Nothing in paragraph 2.2 shall require MVV to:
    - (a) Make more than four (4) payments of the Annual North Yard Community Trust Administration Contribution; or
    - (b) Pay more than an aggregate payment forty thousand pounds (£40,000) thereunder; and
  - 2.3.2 The total payable to the Council pursuant to paragraphs 2.1 and 2.2 shall not exceed the sum of fifty thousand pounds (£50,000)
- 2.4 MVV shall make available to the North Yard Community Trust:
  - 2.4.1 A suitable venue at which they may hold their meetings
  - 2.4.2 Such other appropriate meeting resources as may be reasonably required by the North Yard Community Trust in order to fulfil their purposes under this Agreement other than those contained in the North Yard Community Trust Scheme Plan

#### 3. **COMMUNITY FUND**

- 3.1 Prior to the Commencement of the Main Development MVV shall pay to the North Yard Community Trust the First Community Fund Contribution
- 3.2 Subject to paragraphs 3.3 and 3.4 within twenty-eight (28) days of each anniversary of the date of payment of the First Community Fund Contribution MVV shall pay to the Council the Annual Community Fund Contribution

- 3.3 Where a majority of the members of the North Yard Community Trust agree in writing that any community well being related impacts have been addressed and that the Annual North Yard Community Trust Contribution should be:
- 3.3.1 Reduced to any amount other than nil MVV's obligation in paragraph 3.2 shall be to pay such reduced sum as may be specified; or
  - 3.3.2 Reduced to nil MVV's obligation under paragraph 3.2 shall be discharged and shall cease to apply.
- 3.4 Paragraph 3.2 shall cease to apply following the twenty-fourth (24th) payment of the Annual Community Fund Contribution

4. **COUNCIL'S OBLIGATIONS**

- 4.1 With effect from the Main Development Commencement Date the Council shall establish the North Yard Community Trust and implement the North Yard Community Trust Scheme Plan
- 4.2 The Council shall place the North Yard Community Trust Administration Contributions in an interest bearing account and shall apply the North Yard Community Trust Administration Contribution solely towards the administrative expenses of the North Yard Community Trust
- 4.3 The Council shall support the management administration and set up of the North Yard Community Trust for the first five (5) years of its existence, such activities to include inter alia:
- 4.3.1 Formal registration or filing from time to time with the appropriate regulatory authority of the agreed terms of reference of the Trust, its nominees, its accounts and other regulatory records;
  - 4.3.2 Keeping any statutory accounts or records as may be required by law or under the North Yard Community Trust Scheme Plan;
  - 4.3.3 Issuing agendas for meetings;
  - 4.3.4 Keeping of minutes of meetings;
  - 4.3.5 Rental of premises other than those provided free of charge by MVV;
  - 4.3.6 Payment of miscellaneous expenses incurred by the North Yard Community Trust or by those appointed to the North Yard Community Trust (other than the nominees of MVV and the Council);
  - 4.3.7 Payment of money from the Community Fund Contributions as directed by the North Yard Community Trust acting in accordance with its terms of reference

## SCHEDULE 7

### North Yard Visitor Centre

#### 1. **EDUCATION PROGRAMME**

- 1.1 Before the completion of the North Yard Visitor Facility MVV shall (in consultation with the North Yard Community Trust) submit to the Council in writing the Education Programme
- 1.2 The Plant shall not be brought into Operation until the Council has approved in writing the Education Programme
- 1.3 Without prejudice to the timetable for implementation which is to be contained in the Education Programme with effect from a date six (6) months after the date of approval of the Education Programme MVV shall implement the Education Programme
- 1.4 The Education Programme may be varied from time to time by the submission in writing by MVV to the Council of a revised Education Programme for approval and with effect from the date of approval in writing by the Council of the revised Education Programme that revised programme shall constitute the Education Programme for the purposes of this Agreement

#### 2. **COMMUNITY LIAISON MANAGER**

- 2.1 Subject to paragraph 2.2 within three (3) months of the date of this Agreement MVV shall appoint a Community Liaison Manager and thereafter at all times MVV shall have a nominated Community Liaison Manager
- 2.2 MVV may recruit a new employee to be Community Liaison Manager or may nominate an existing employee as the Community Liaison Manager and for the avoidance of doubt the Community Liaison Manager may also have other duties
- 2.3 With effect from the date of completion of the North Yard Visitor Facility the Community Liaison Manager shall be based at the North Yard Visitor Facility or such other location as the Council may agree in writing
- 2.4 The Community Liaison Manager shall inter alia be responsible for overseeing the delivery of an agreed programme of activities and meetings pursuant to the Education Programme

#### 3. **USE OF THE NORTH YARD VISITOR FACILITY**

- 3.1 Subject to the following provisions of this paragraph 3 MVV shall with effect from the Operational Date make the North Yard Visitor Facility available:
  - 3.1.1 To facilitate the delivery of the part of the Education Programme relating to the Operation of the Plant; and
  - 3.1.2 By prior arrangement to accommodate up to a maximum of forty (40) educational, local authority and / or community group visitors on any one visit.
  - 3.1.3 By prior agreement and arrangement with MVV to accommodate local community group meetings or community events free of charge
- 3.2 For the avoidance of doubt access to the North Yard Visitor Facility under this Agreement shall be by licence and subject to MVV's operational requirements and shall not give rise to any public rights of way or public rights to the Site, the MOD Zone or to Blackie's Wood or

any other land under the control of or within the fenced boundaries established by MVV or the Secretary of State for Defence

## **SCHEDULE 8**

### **Management Fee**

1. **MANAGEMENT FEE**

- 1.1 Within twenty-eight (28) days of the Commencement Date MVV shall pay to the Council the Management Fee

2. **COUNCIL'S OBLIGATIONS**

- 2.1 The Council shall apply the Management Fee solely towards the Management Fee Purposes

**THE COMMON SEAL of** )  
**THE COUNCIL OF THE CITY OF** )  
**PLYMOUTH** )  
was hereunto affixed in the presence of: )

Plymouth City Council Authorised Signatory

**EXECUTED AS A DEED by** )  
**MVV ENVIRONMENT DEVONPORT LIMITED** )  
)

Director

Director /Authorised Signatory

:

**THE CORPORATE SEAL of** )  
**THE SECRETARY OF STATE FOR DEFENCE** )  
was hereunto affixed in the presence of: )

Authorised by the Secretary of State for Defence