

Bath and West Community Energy, Freshford, Limpley Stoke and Hinton Charterhouse Solar Project

Cooperation Agreement

Aims

- Develop a renewable energy project to maximise the contribution to tackling the parish areas carbon footprint before 2030.
- To maximise support from local council stakeholder representatives.
- Allow for communication of project timelines, activities and key dates.
- Share information on the community energy model, including proposed contribution to the community fund, share offers and their rules and benefits.
- Outline how the community fund works and signpost it for local parish projects tackling fuel poverty and carbon reduction.
- Create opportunities for local organisations to participate in the construction and ongoing maintenance of the project once built, where possible.

Operational and Administrative Matters

Communications

- Quarterly updates on Teams
- Prior to pre-application
- Prior to planning application
- During either pre planning community consultation or statutory consultation period

Public Community Engagement

- Prior to planning application
- During consultation period (where allowed)
- Post planning consent and pre-fundraise/share offer

Community benefit

The Agreement is entered into on the understanding that BWCE will re-invest cash surplus generated from Projects developed within the parish area, into a Community Fund which BWCE already operates, known as the BWCE Fund. The purpose of the funds generated in this way will be to provide grants to support local projects that contribute to carbon reduction and address fuel poverty in the area.

Investment into the Community Fund, in terms of amount and regularity, will be dependent on the availability of revenues once other higher priority commitments have first been satisfied by BWCE.

The priority of revenue allocation will be as follows:

- a. Loan repayment
- b. Payment of interest to BWCE members

- c. Contribution to BWCE costs
- d. Payment into Community Fund

The forecasted level of community fund will be agreed during the renewable energy project development process, and will then be subject year on year to the performance of the proposed renewable energy project.

Publicity and Communications

The Parties will develop a joint communications plan and publicise the cooperation outlined in this Agreement and the wider importance, principles and benefits of Projects, in such a manner as agreed in writing by them.

All publicity material relating to this Agreement or any of the joint work referred to within it will be agreed in writing by both Parties.

Term and Variation of this Agreement

This Agreement will remain in force for a period of 3 years from the date on which it is signed by both Parties. The Parties may agree in writing to extend the term of this Agreement on an annual basis for up to a maximum of two additional years.

The Parties may vary this Agreement at any time upon their joint written agreement.

Costs

Any costs incurred in respect of this Agreement will be for the account of the Party incurring those costs.

Roles and Responsibilities

Party	Roles and responsibilities
BWCE	<ul style="list-style-type: none"> • Grid application • Design • Planning application and pre applications • Planning studies • Landowner negotiations and contracts • Stakeholder coordination in cooperation with partner councils • Power purchase contracts • Construction contracts • Coordination of all budgets • Fundraising documents and funding of share offer • Maintenance and asset management • Make surplus funds from the project available to the BWCE Fund annually as agreed by members at the BWCE AGM. <p>Note: The BWCE Fund is set up as an independent charity with its own trustees. Funding decisions are not made by BWCE.</p>
Freshford, Limpley Stoke and Hinton Parish Councils	<ul style="list-style-type: none"> • Attendance at briefing and coordination meetings with BWCE • Assisting with stakeholder identification and introductions to local stakeholders • Organising and attendance at public meetings • Assistance with leaflet dropping • Surveys with local residents • Dissemination of information relating to the project such as periodic updates, briefing documents, planning information • Assistance with identifying supporters of the project • Assistance with identifying local suppliers of services to assist the project once operational such as landscaping/ecology etc. • Identification of potential community projects for the community fund • Coordinate questions from residents

Status of Agreement

This Agreement is a statement of intent and does not create legal obligations between the Parties.

Signed in agreement by:

Name XXXXXXX on behalf of XXXXXXXXXXXXXXXXXXXX

Signature

Position

Date

Peter Capener on behalf of Bath and West Community Energy Ltd

Signature

Position

Date
