

**MINUTE OF AGREEMENT**

**Between**

**UPPER NITHSDALE COMMUNITY TRUST COVERING SANQUHAR AND DISTRICT AND  
KIRKCONNEL AND KELLOHOLM COMMUNITY COUNCILS [“UNCT”]**

**And**

**SANQUHAR COMMUNITY WIND COMPANY LIMITED [“the Company/Operator”]**

CONSIDERING that the Operator is to own and operate a WINDFARM at SANQUHAR, BLACK HILL NEAR SANQUHAR, DUMFRIES AND GALLOWAY which lies within the geographical boundaries of the SANQUHAR AND KIRKCONNEL COMMUNITY COUNCILS are,

And considering that the Operator has agreed to contribute to provide payment to the existing UNCT fund during the life of the SANQUHAR COMMUNITY WIND FARM, the fund to be applied for the benefit of the residents of the area, all as set out in this agreement,

Now it is agreed as follows:

1. The Operator shall provide a community fund for the benefit of UNCT, such fund to amount to, the sum of **£5,000** per annum for each megawatt of electricity for which the Operator installs following planning approval of a Windfarm at, SANQUHAR COMMUNITY WIND FARM. Such sum to be increased, on a 5 yearly basis from the date of full commercial electricity generation (but not decreased) in line with the Consumer Price Index (CPI), and to be paid as follows:
  - 1.1 The Company shall pay to UNCT six monthly in arrears commencing the later of (a) confirmation that the UNCT trust is established and (b) commercial electrical generation occurs from the Sanquhar Community Wind Farm. Subsequent payments, including any additional payments due to changes of 'installed capacity' of the Windfarm, shall, subject to any events of force majeure, be made six monthly thereafter on the following dates – 30th September and 31st March or other date or anniversary agreed by the parties in writing, during the whole period that electricity is being generated and until electricity ceases to be generated by the Sanquhar Community Wind farm. It is acknowledged that the first payment shall be the payment due from the date of full commercial electricity generation to the first six month payment date.
  - 1.2 Force majeure means any event or circumstance which is beyond the reasonable control of the affected party and which could not have been prevented by the exercise of reasonable care, skill and diligence and which, or the consequences of which, render the affected party unable to perform its obligations under this agreement and provided further that the affected party has used and shall continue to use all reasonable efforts to prevent, avoid, overcome, absorb and otherwise minimise the effects of force majeure.
  - 1.3 Payment shall be made within fourteen days of each due date, failing which interest shall be paid in addition, at the rate of 4% per annum above the Royal Bank of Scotland base rate or rates in force during the period of non-payment.

2. UNCT agrees that the funds shall be used to promote, advance and further the following:

- the advancement of education
- the advancement of citizenship or community development
- the advancement of the arts, heritage, culture or science
- the advancement of public participation in sport
- the provision of recreational facilities, or the organisation of recreational activities, including fete, gala or annual organised festivals, with the object of improving the conditions of life for the persons for whom the facilities or activities are primarily intended
- the advancement of environmental protection or improvement.

Funds shall not be used for political or religious purposes, nor for hospitality.

3. Any dispute between the Operator and UNCT regarding whether or not expenditure or other benefits fall outwith the agreed purposes shall be settled by a single arbiter mutually appointed or, failing agreement, appointed by a Sheriff within the Sherriff Court District of Dumfriesshire. For the avoidance of doubt, where the arbiter rules that expenditure or other benefits are out with the agreed purposes, an equivalent sum shall be deducted by the Operator from a subsequent annual payment, or from subsequent annual payments, to the fund.

4. The Operator's payments of money to the fund shall be paid to the UNCT. The UNCT will be responsible for investing the fund, will maintain records of income and expenditure and will report such records to the Operator on a 3 month basis. These reports and records shall also be provided to the Local Planning Authority (D&G) on an annual basis as part of a Planning Undertaking for the Windfarm.

5. If the Sanquhar Community Windfarm ceases to operate permanently, then this agreement shall be at an end.

6. In the event of the ownership or control of the Sanquhar Community Wind farm passing from the Operator to any other party whilst there is still a subsisting obligation on the Operator which has not been implemented in full in terms of this Agreement, the Operator in any agreement transferring ownership or control of the Sanquhar Community Wind farm shall ensure that its successor enters into a similar agreement to this present agreement, with UNCT or its successor.


7. This Agreement shall be governed by and construed in accordance with Scots Law and the parties submit to the exclusive jurisdiction of the Scottish Courts.

8. The parties consent to the registration hereof for preservation and execution IN WITNESS WHEREOF

**CHAIRMAN UNCT:**

Full Name: JUNE HEDCOPE                      DUNCAN CAMPBELL CLOSE  
Address: CARROSSIDE, CRAVICK, SANQUHAR  
Signature: J. Hedcop                      Duncan C. Close  
Date: 3-7-18                                      3-7-18

**COMMUNITY WINDPOWER / SANQUHAR COMMUNITY WIND COMPANY LIMITED:**

Full Name: ROEMICK M H WOOD  
Address: GYPSUMOFT LANE TRASHAM CHEERINE  
Signature:   
Date: 6/7/18

**WITNESS:**

Full Name: ROBERT FRYER  
Address: 15 LAKE CRESSBET, NORTHAMPTON CWB2TY  
Signature: 