

**Summary of Section 106 Agreement dated 19 April 2016
Development sites at Kingsland, Cae Glas and Penrhos**

1. INTRODUCTION

- 1.1 This note provides a summary of the Section 106 Agreement ("Agreement") dated 19 April 2016 between (1) Isle of Anglesey County Council ("Council"); (2) Land and Lakes (Anglesey) Limited ("L&L") and (3) Anglesey Aluminium Metal Limited ("AAM").
- 1.2 AAM was still the owner of Cae Glas, Kingsland and Penrhos ("Sites") at the date of the Agreement and so was required to enter into the Agreement in its capacity as owner of the Sites which are bound by the Agreement. Following the grant of Permission by the Council the Sites were transferred to L&L therefore AAM no longer has an interest in the Sites or the development.
- 1.3 Whilst L&L has not seen a draft of any section 106 agreement proposed to be entered into by Horizon Nuclear Power ("HNP") in connection with the DCO this note seeks to draw comparisons and comment on the DCO proposals albeit this is necessarily limited by not having seen the proposed section 106 agreement.
- 1.4 The Agreement acknowledged and was drafted to ensure it would complement and adapt to the DCO proposals including where appropriate the reassessment of financial contributions. Recital I to the Agreement stated as follows:

"The parties acknowledge and comprehend that due to the nature of the Development and its contingency in part on the provisions of the Nuclear Worker Agreement it may be necessary to reassess the level and timing of a number of the contributions (the "Reassessable Contributions") in accordance with the Agreement in order to ensure the obligations continue to be CIL Compliant. As such this Agreement provides a mechanism for the parties to reassess the value of the Reassessable Contributions upon acceptance of the application for the Wylfa Newydd DCO in accordance with the Reassessment Procedure. The Council and the Developer are satisfied that the Reassessment Procedure will ensure that the financial contributions payable under the Agreement remain CIL Compliant."

- 1.5 The fact that the DCO was referenced in this manner reinforces the robust approach that was taken in assessing the necessary mitigation measures and other obligations required as a result of the L&L proposals for housing the temporary construction workers.
- 1.6 It should also be noted that HNP have been fully aware of the Agreement having been provided with a copy during the course of negotiations and it having been a public document since 2016.

2. SUMMARY OF PLANNING PERMISSION

- 2.1 The Agreement relates to the development of land at Penrhos, Cae Glas and Kingsland Holyhead pursuant to the hybrid Planning Permission reference 46C247K/TR/EIA/ECON ("Permission") granted by the Council on even date.
- 2.2 A detailed description of the development authorised by the Permission is set out at Appendix 3 to the accompanying statement prepared by GVA HOW Planning and is summarised below:
 - 2.2.1 the development of a high quality leisure village at Penrhos Coastal Park, London Road, Holyhead with enhanced coastal and woodland public access ("Penrhos Phase").
 - 2.2.2 the erection of leisure village accommodation and facilities at Cae Glas Parc Cybi, Holyhead with up to 315 lodges which will be initially sub-divided for nuclear

**Summary of Section 106 Agreement dated 19 April 2016
Development sites at Kingsland, Cae Glas and Penrhos**

workers accommodation ("Cae Glas Phase 1") to be subsequently converted (post Wylfa B construction) into an extension to the Penrhos Coastal Park Leisure Village ("Cae Glas Phase 2")

2.2.3 the erection of a residential development at land at Kingsland Road, Holyhead comprising up to 320 new houses to be initially used as temporary construction workers' accommodation ("Kingsland Phase 1") to be subsequently converted (post Wylfa B construction) into residential development comprising up to 320 residential dwellings set in high quality landscaping and open spaces ("Kingsland Phase 2");

2.3 The Permission itself is subject to 94 conditions and the Agreement serves to impose further obligations upon L&L as summarised below.

2.4 The obligations contained in the Agreement were the subject of extensive discussion and negotiation between the Council and which necessitated a number of visits to Planning Committee to update on its terms and progress. The result is an agreement containing extensive provisions designed to safeguard the Development in the event that a Development Consent Order ("DCO") is granted in respect of Wylfa B.

MITIGATION

2.5 L&L has committed to obligations to mitigate the impacts of the increase in population arising from both the accommodation construction workers and the nuclear construction workers. Without having had sight of the DCO proposed section 106 agreement(s) it is unclear whether HNPP has made adequate provision for accommodation construction workers.

2.6 Throughout its Mitigation Route map ("MRM") [DCO Document APP-422 / Horizon Document Number 8.14], HNPP has referred to the fact that measures to mitigate the impacts of the DCO will be secured by way of section 106 agreements. We note that no detail of the obligations to be contained in such agreements has been provided at this stage and there are no Issue Specific Hearings scheduled to discuss the provisions of such agreements. This is an issue that has been raised by North Wales Police and we echo their concerns.

2.7 By contrast, the Agreement offers certain and secured measures to mitigate the impacts caused by occupation of the Development by those persons whose work/employment is directly related to the construction of Wylfa Newydd ("Nuclear Construction Workers"):

3. SCHEDULE 2 - MEDICAL SERVICES

3.1 Pursuant to Schedule 2 of the Agreement L&L has agreed to pay to the Council the following financial contributions towards medical/health care services in the area:

3.1.1 A capital contribution of up to £768,377 (index linked) towards the cost of meeting additional demand on GP and dentist services in the area caused by the Nuclear Construction Workers. The Agreement also provides for a contingency sum to be paid by L&L in respect of the capital contribution on receipt of evidence of reasonably incurred expenditure.

3.1.2 An annual contribution towards the increase in ongoing costs of meeting additional demand on medical services within the area as a result of the increase in population arising from the occupation of the Development by the Nuclear Construction Workers. The amount and trigger points for payment of such contributions are to be determined by a review undertaken by Betsi Cadwaladr University Health Board.

**Summary of Section 106 Agreement dated 19 April 2016
Development sites at Kingsland, Cae Glas and Penrhos**

3.2 In addition to the above, the Agreement contains provisions enabling either party to request that the above contributions are reassessed ("Reassessment Provisions"). The purpose of the reassessment is to enable relevant information relating to the DCO to be taken into account, including the number and timing of delivery of nuclear worker bedspaces and any new information regarding the required timing of the facilities to be funded by the relevant contribution. A request for reassessment can be made at any time during the period from acceptance of the DCO application to the end of the period of 6 weeks following determination of the DCO.

3.3 The purpose of the healthcare contributions is to mitigate the impact on health facilities during occupation of the Development by the Nuclear Construction Workers. The monies are to be invested in the provision of additional GP and dentist services and the ongoing costs of meeting additional demand caused by the occupation of the Development by such workers. Any new GP and dental surgeries funded by the healthcare contribution will remain as a legacy benefit of the Development that will not be realised should the Development not go ahead.

3.4 At item 0612 of its MRM HNP states its intention to provide a medical centre on the Site Campus. It is intended that the medical centre would be accessible to all Nuclear Construction Workers and that the Workforce Management Strategy will direct all personnel (including those living off-site) to use the medical centre.

3.5 The DCO proposals do not offer any legacy benefit to the surrounding area and instead pose an immediate risk to health care services in the vicinity for the following reasons:

3.5.1 As currently drafted there are no provisions in the draft DCO to compel HNP Nuclear Power Limited ("HNP") to construct the proposed on-site worker accommodation campus and ensure its occupation by Nuclear Construction Workers.

3.5.2 If the on-site medical centre is not constructed and no alternative arrangements are made for the provision of additional medical services in the area, this would have a severely detrimental impact on existing healthcare services in the area which would not be able to cope with the influx of a significant number of Nuclear Construction Workers¹.

3.5.3 Even if an on-site medical centre is provided, L&L has produced evidence² to demonstrate that Nuclear Construction Workers are less likely to choose to live in an on-site campus and HNP cannot require them to do so. In the absence of purpose built off-site provision such as the L&L scheme, it is therefore likely that such workers will instead choose to take up space in tourist accommodation in the local area. This poses its own risks in terms of potential impacts on Welsh language and culture and the tourism industry which are discussed further below. However in terms of the impact on healthcare services, it is clear that those living off-site would be more likely to access existing off-site medical services than to use the proposed on-site provision. This would again result in an increased burden on existing medical facilities which is not sufficiently mitigated in the current DCO Proposals.

3.5.4 Overall, HNP's proposed mitigation in relation to healthcare impacts is entirely reliant upon (a) the on-site provision first being developed; and (b) such provision

² See the accompanying report prepared by Mr Seaton

**Summary of Section 106 Agreement dated 19 April 2016
Development sites at Kingsland, Cae Glas and Penrhos**

being used by the Nuclear Construction Workers. This does not offer the necessary certainty that existing healthcare services in the area will be protected.

3.5.5 By contrast, L&L's proposals not only provide the certainty that any impacts will be sufficiently mitigated but also provide legacy benefits in the form of additional GP and dentist facilities that will remain available after the Wylfa Newydd construction period has come to an end.

4. LEISURE AND SPORTS

4.1 Pursuant to Schedule 3 of the Agreement L&L has agreed to be bound by the following obligations in relation to the provision of leisure and sports facilities in the area:

4.1.1 Payment of a capital contribution of £45,583 (index linked) towards the cost of meeting additional demand on leisure and sports provision in the area as a result of the increase in population arising from those persons ("Accommodation Construction Workers") directly involved in the construction of Cae Glas Phase 1, Kingsland Phase 1 and the Penrhos Phase ("Accommodation Construction Phase");

4.1.2 Payment of a maximum of 3 annual contributions of £21,082 (index linked) during the Accommodation Construction Phase towards the increase in ongoing costs of meeting additional demand for leisure and sports facilities in the area as a result of the increase in population arising from the Accommodation Construction Workers;

4.1.3 The delivery of a sports and leisure centre with a minimum internal floor area of 690 square metres and two outdoor sports pitches each of no less than 43m x 35m at Cae Glas ("Leisure Facilities") for initial use by the Nuclear Construction Workers. The leisure facilities are to be provided prior to occupation of 10% of the total number of nuclear worker bedspaces to be constructed as part of the Development and shall be made available to the Nuclear Construction Workers free of charge throughout the Wylfa Newydd construction period.

4.1.4 In the event that the Leisure Facilities are not provided, L&L will be required to pay:

- (a) a capital contribution of up to £1,094,070 (index linked) towards the cost of meeting additional demand for sports and leisure provision in the area caused by the Nuclear Construction Workers;
- (b) a capital contribution of up to £493,443 (index linked) towards the cost of meeting additional demand for sports pitches in the area caused by the Nuclear Construction Workers; and
- (c) an annual contribution of up to £296,950 towards the increase in ongoing costs of delivering additional leisure and sports provision in the area to meet demand caused by the Nuclear Construction Workers.

4.1.5 The capital contributions referred to in paragraph 4.1.4 are payable prior to the occupation of 10% of the total number of nuclear worker bedspaces to be constructed as part of the Developer.

4.1.6 The Agreement also provides for a contingency sum to be paid by L&L in respect of the capital contribution on receipt of evidence of reasonably incurred expenditure.

**Summary of Section 106 Agreement dated 19 April 2016
Development sites at Kingsland, Cae Glas and Penrhos**

- 4.1.7 Paragraph 7, schedule 3 of the Agreement also provides for replacement pitches in event of existing pitches on the Sites being built upon;
- 4.2 The purpose of the leisure and sports obligations is to mitigate the impact on leisure and sports facilities during the Accommodation Construction Period and occupation of the Development by the Nuclear Construction Workers. Any new sports and leisure facilities delivered or funded by L&L will remain as a legacy benefit of the Development.
- 4.3 By contrast HNP's proposals comprise a single amenity building proposed at on-site campus together with a single MUGA. It appears from the plans that the amenity building largely comprises canteen space. Plainly this insufficient to mitigate impact of nuclear workers. Furthermore, these facilities will not remain post-construction of Wylfa development and therefore no legacy benefits as they will not remain available for local residents to use after the campus is decommissioned.

5. SWIMMING

- 5.1 Pursuant to Schedule 4 of the Agreement L&L has agreed to pay the Council the following financial contributions towards swimming facilities within the area :
 - 5.1.1 A capital contribution of £38,683 (index linked) towards the cost of meeting additional demand for swimming facilities as a result of the increase in population arising from the Accommodation Construction Workers during the Accommodation Construction Phase. Such contribution is payable 6 months prior to commencement of construction of the nuclear worker accommodation;
 - 5.1.2 A maximum of 3 annual contributions of £11,721 (index linked) during the Accommodation Construction Phase towards the increase in ongoing costs of meeting additional demand for swimming facilities in the area as a result of the increase in population arising from the Accommodation Construction Workers during the Accommodation Construction Phase;
 - 5.1.3 The sum of £548,141 (index linked) towards the cost of meeting additional demand for swimming facilities as a result of the increase in population arising from the Nuclear Construction Workers. Such contribution is payable 6 months prior to occupation of the nuclear worker accommodation by a Nuclear Construction Worker
 - 5.1.4 An annual contribution of up to £162,562 towards the increase in ongoing costs of delivering additional leisure and sports provision in the area to meet demand caused by the Nuclear Construction Workers.

- 5.2 The purpose of the swimming contribution is to mitigate the impact on swimming facilities during the accommodation construction period and occupation of the development by the nuclear workers. The monies are to be invested in swimming facilities that will be required as a result of the anticipated increase in population as a result of the development. There are no new swimming facilities under HNP's proposals.

6. LIBRARY

- 6.1 Pursuant to Schedule 5 of the Agreement L&L has agreed to pay to the Council a contribution of up to £400,000 (index linked) towards the provision of library services.

**Summary of Section 106 Agreement dated 19 April 2016
Development sites at Kingsland, Cae Glas and Penrhos**

6.2 The purpose of the library contribution is to mitigate the impact on library services during the occupation of the Development by the nuclear workers. The monies are to be invested in library services that will be required as a result of the anticipated increase in population as a result of the development.

7. EMERGENCY SERVICES

7.1 Pursuant to Schedule 6 of the Agreement L&L has agreed to pay to the Council the following financial contributions:

7.1.1 Police Contributions

(a) A capital contribution of up to £2,759,882 (index linked) towards the cost of meeting additional demand on police services in the area caused by the occupation of the Development by Nuclear Construction Workers. This contribution is payable in seven equal annual instalments, the first of which is payable no later than three months prior to first occupation of the nuclear worker accommodation by a Nuclear Construction Worker.

(b) The Agreement also provides for a contingency sum up to 25% of the value of the above capital contribution to be paid by L&L on receipt of evidence of expenditure reasonably incurred in meeting additional demand on police services not covered by the above capital contribution.

7.1.2 Fire Contributions

(a) A capital contribution of up to £676,740 (index linked) towards the cost of meeting additional demand on the fire service in the area caused by the occupation of the Development by Nuclear Construction Workers. This contribution is payable in 13 annual instalments in accordance with the percentages set out in the Agreement. The first instalment of 16% of the fire services contribution is payable no later than 6 months prior to commencement of construction of the nuclear worker accommodation.

(b) The Agreement also provides for a contingency sum of up to £75,092.50 to be paid by L&L on receipt of evidence of expenditure reasonably incurred in meeting additional demand on fire services not covered by the above capital contribution.

7.1.3 Ambulance Contributions

(a) A capital contribution of up to £667,158 (index linked) towards the cost of meeting additional demand on the ambulance service in the area caused by the occupation of the Development by Nuclear Construction Workers. This contribution is payable in 9 annual instalments in accordance with the percentages set out in the Agreement. The first instalment of 10% of the ambulance contribution is payable no later than 3 months prior to first occupation of the nuclear worker accommodation by the Nuclear Construction Workers.

7.1.4 The Reassessment Provisions that are outlined in paragraph 3.2 above apply in respect of the above contributions.

**Summary of Section 106 Agreement dated 19 April 2016
Development sites at Kingsland, Cae Glas and Penrhos**

7.2 The purpose of the Emergency Services contributions is to mitigate the impact on the emergency services capacity in the area as a result of the increase in population arising from the occupation of the Development by the Nuclear Construction Workers (and in the case of fire services, during the Accommodation Construction Phase). The police contributions are to be invested in services within the areas of Holyhead, Rhosneigr and Valley and the fire and ambulance contributions are to be used to meet additional demand for those services as a direct result of the Development, including the anticipated rise in population.

7.3 Item 0104 of the MRM states that appropriate financial contributions would be considered for emergency services however this offers no detail regarding the figures and/or timing of payment of such contributions. The only specific detail given is in relation to paramedic services in the Wylfa Development Area and the provision of an ambulance for dedicated on-site emergency transfers. There is no specific mention of measures to mitigate the impact on other emergency services. This is all the more necessary given that HNP's proposals are not located near to existing services meaning that new facilities could be required which are not part of the scheme at present, by contrast, L&L's contributions are to enhance and extend existing services in the vicinity of the development.

8. SOCIAL SERVICES

8.1 Pursuant to Schedule 7 of the Agreement L&L has agreed to pay to the Council an annual contribution of up to £58,000 (index linked) towards the provision of a suitably qualified and experienced social services officer to be dedicated to meeting any additional demand experienced in the Holyhead Island Area arising from the occupation of the Development by Nuclear Construction Workers.

8.2 The above contribution shall be payable annually throughout the initial period of 5 years ("Initial Period") commencing 12 months prior to first occupation of the nuclear accommodation by Nuclear Construction Workers. During such period the annual payments shall remain the same unless the Council notifies L&L otherwise.

8.3 The Agreement contains provisions for the annual social services contribution to continue to be payable beyond the expiry of the Initial Period in the event that the Council determines that there is a genuine and evidenced need for this to happen as a result of the occupation of the nuclear worker accommodation by the Nuclear Construction Workers.

8.4 The purpose of the social services contribution is to mitigate the impact on social services in the Holyhead Island Area as a result of the increase in population arising from the occupation of the Development by Nuclear Construction Workers. The monies are to be invested in funding of a social services officer. The Agreement also provides for a Social Services Code of Practice to be agreed between L&L and the Council, the purpose of which is to promote effective relationships between the Nuclear Construction Workers and the local community and ensure the protection of vulnerable adults and children in the Holyhead Island Area.

8.5 The MRM makes no reference to the potential impacts on social services arising from the influx of up to 9,000 Nuclear Construction Workers to the area. It therefore appears as though social services has not been considered or assessed by HNP as part of its DCO application despite them having been aware of L&L's provision in the Agreement.

9. PROVISION OF WORKER ACCOMMODATION FACILITIES

9.1 Pursuant to Schedule 9 of the Agreement, L&L is required to deliver the following facilities at Cae Glas for use by Nuclear Construction Workers occupying the Development at both Cae Glas and Kingsland:

**Summary of Section 106 Agreement dated 19 April 2016
Development sites at Kingsland, Cae Glas and Penrhos**

- 9.1.1 The Cae Glas Hub being a central hub building providing reception and canteen facilities;
- 9.1.2 The Lakeside Hub which shall provide a restaurant, café, retail, bar and gym.
- 9.2 The above facilities are required to be completed during Cae Glas Phase 1 in accordance with details first approved by the Council.
- 10. **PHASING AND RESTRICTIONS**
 - 10.1 Schedule 9 of the Agreement contains specific provisions to ensure the adequate phasing of the delivery and occupation of the nuclear worker accommodation forming part of the Development.
 - 10.2 Schedule 9 also contains provisions tying the obligations in the Agreement to any Nuclear Worker Agreement that may be entered into between L&L and HNP promoting the DCO for inter alia the provision of nuclear worker accommodation on the land. Amongst other things, these provisions ensure that if the number of Nuclear Construction Workers to be accommodated on the land increases, the annual and capital contributions payable under the Agreement shall be revised to reflect such increase.
- 11. **PARKING**
 - 11.1 Paragraph 1 of Schedule 9 contains provisions which require L&L to agree the location and number of parking spaces to be delivered as part of each phase/sub-phase of the Development.
 - 11.2 Under the Agreement, L&L covenants to use reasonable endeavours to encourage Nuclear Construction Workers occupying Kingsland Phase 1 to park their cars on the approved dedicated parking areas to be delivered at Cae Glas and to utilise any shuttle bus facilities provided as part of Cae Glas Phase 1 for undertaking journeys to and from Kingsland and to and from Wylfa Newydd.
 - 11.3 In order to assist with complying with the above, L&L covenants that there shall be no additional car parking on the Kingsland Land beyond that which would be required for the equivalent number and type of residential dwellings provided under Kingsland Phase 2. Furthermore, dedicated car parking areas for the long term communal parking of Nuclear Construction Workers occupying Kingsland Phase 1 shall be provided at Cae Glas.
 - 11.4 Within HNP's car parking proposals, a total of some 3,800 car parking spaces are to be located on the Wylfa site.
 - 11.5 Of this overall provision, an expected demand of 1,705 cars is quoted as being associated with on-site resident workers. HNP suggests that 936 of those 1,705 cars would be likely to park at the Dalar Hir P&R facility with the remaining 769 cars parking on site at Wylfa.
 - 11.6 However, there appears to be no supporting explanation provided with regard to the basis upon which the proportional split of the 1,705 cars was defined and it is not therefore possible to conclude whether the on-site parking provision is adequate.
- 12. **TRAVEL PLAN**
 - 12.1 Schedule 10 contains various provisions which require L&L to implement and adhere to a number of travel plans in respect of the various phases of the development.

**Summary of Section 106 Agreement dated 19 April 2016
Development sites at Kingsland, Cae Glas and Penrhos**

12.2 A primary focus of the travel plans is to promote and encourage sustainable forms of travel such as car sharing, cycling and use of the shuttle bus. Paragraph 3 of Schedule 10 requires L&L to provide and manage a shuttle bus link at its own cost in accordance with a specification agreed in advance with the Council.

12.3 The purpose of the shuttle bus is to link the area of Holyhead with three areas within the L&L Development via the Kingsland and London Road wards and key tourist nodes. This will include connections with the rail and ferry facilities as well as enabling access to the centre of Holyhead.

12.4 The supporting documents provided by HNP contain various travel-planning initiatives which seek to reduce single occupancy car travel. However, should the TWA be located on campus at Wylfa, it is strongly felt that workers will have a heightened desire to travel away from the site by car in order to gain access to goods and services in comparison to the TWA being located at the L&L sites.

12.5 Further, within the HNP supporting documents there is a lack of consideration of a future scenario where the proposed travel-planning initiatives fail. For example, should the car occupancy levels for on-campus parking (3 per car) and Dala Hir (2 per car) fail to be achieved, this would dictate a higher car parking demand than the physical numbers being proposed. It would be usual for a penalty to be triggered in this instance such that a) more car parking can be secured and b) the traffic impacts of the additional traffic can be mitigated.

13. WELSH LANGUAGE

13.1 Schedule 12 contains various provisions to mitigate the impact of the Development on Welsh Language, including:

13.1.1 the implementation of a Welsh Language Scheme, such scheme to encourage and promote the use of the Welsh Language and to make Welsh language training programmes and courses lessons available to the workforce engaged in both the construction and operation of the development, as well as the Nuclear Construction Workers;

13.1.2 the payment of a contribution of up to £600,000 (index linked) to be paid in ten equal instalments throughout the period of occupation of the Development by Nuclear Construction Workers. The Welsh language contribution is to be used towards the promotion of the Welsh Language and the funding of a Welsh language tutor and a Welsh language officer.

13.2 HNP has produced a Welsh Language Impact Assessment and a Welsh Language and Culture Mitigation and Enhancement Strategy that considers the project-wide effects on Welsh language and culture. The measures proposed, to be secured through a s106 Agreement, include the appointment of a Welsh Language & Culture Co-ordinator, provision of language and culture awareness training to workers and the provision of community language services to help facilitate the integration of incomers. As matters stand, there does not appear to be a financial contribution offered towards Welsh Language.

14. TOURISM

14.1 Pursuant to Schedule 15 of the Agreement L&L has agreed to pay to the Council the following financial contributions:

**Summary of Section 106 Agreement dated 19 April 2016
Development sites at Kingsland, Cae Glas and Penrhos**

- 14.1.1 A Nuclear Worker Tourism Contribution of up to £700,000 (index linked) towards mitigation of any adverse impacts on Anglesey's tourism industry within the Holyhead area including the overall image and perception of Anglesey arising from the occupation of the Development by the Nuclear Construction Workers. The first instalment of the contribution shall be paid prior to first occupation of the Development by a Nuclear Construction Worker with 6 further instalments payable annually thereafter;
- 14.1.2 A Tourism Marketing Contribution of £75,000 towards marketing initiatives and the promotion of tourist facilities in the Holyhead area. The contribution is payable in two equal instalments, the first of which shall be paid prior to first occupation of a holiday lodge with the second payable 12 months later.
- 14.1.3 A Tourism Officer Contribution £135,000 (index linked) to be paid towards the funding of a tourism officer. The contribution will be paid in three equal instalments, the first of which is payable upon a tourism officer being appointed, with 2 further instalments payable annually thereafter.
- 14.1.4 HNP's proposals will have a more significant impact on tourism given the remote location and secure accommodation in temporary blocks which will potentially drive nuclear workers towards alternative provision within the existing tourist accommodation on Anglesey. This could have a serious impact and as a result, it would be expected that a more significant contribution and/or mitigation package will be required.

LEGACY BENEFITS

- 14.2 In addition to the above mitigation measures, the Section 106 Agreement also secures a number of legacy benefits as discussed in further detail below:
15. **EDUCATION**
 - 15.1 Pursuant to Schedule 1 of the Agreement L&L has agreed to pay to the Council a contribution towards education up to a maximum amount of £1,604,601.60 ("Education Contribution").
 - 15.2 The trigger for payment of each instalment of the Education Contribution is prior to commencement of the conversion and refurbishment of the residential dwellings on the Kingsland Land which have been used for the purposes of nuclear worker accommodation with a payment of £5,014.38 payable in respect of each unit of accommodation that is converted to a residential dwelling.
 - 15.3 The purpose of the Education Contribution is to mitigate the impact on educational facilities during the residential phase of the development (Kingsland Phase 2). The level of payment is based on an assessment which identified the need to secure a contribution towards the provision of additional school and nursery places to meet the demand created by the number of residential dwellings to be constructed. The contribution is to be applied to relevant educational establishments or alternative schools or nurseries within the catchment of the development.
 - 15.4 Payment of the Education Contribution pursuant to the terms of the Section 106 Agreement will therefore help to secure legacy benefits that would not be delivered as part of the on-site worker accommodation proposals put forward as part of the Wylfa DCO application.

**Summary of Section 106 Agreement dated 19 April 2016
Development sites at Kingsland, Cae Glas and Penrhos**

16. LEGACY FUND

16.1 Paragraph 7 of Schedule 9 provides for L&L to make payments into a legacy fund, the purpose of which is to ensure that sufficient funds are available to the Council to enable them to either:

- 16.1.1 refurbish and convert the nuclear worker accommodation into holiday lodges or residential dwellings (as applicable); or
- 16.1.2 reinstate the land to its former condition.
- 16.1.3 The legacy fund ensures a contribution of £25,000 per property is available (£15,875,000 for all 635 properties) to the Council to cover the refurbishment costs in case of any default by L&L.

16.2 By contract, the draft DCO does not commit ~~compel~~ HNP to construct the site campus let alone make contributions to ensure that the site campus can be converted for legacy use or the land be reinstated to its former condition. To the contrary, HNP's proposal is for the Site Campus to be for the exclusive use of workers rather than local residents during its life time and then for all facilities to be entirely removed upon completion of the construction phase.

17. LOCAL EMPLOYMENT

17.1 Schedule 11 of the Agreement contains a number of provisions designed to encourage the employment of local people for the purpose of constructing and operating the Development. This includes requirements for L&L to use reasonable endeavours to meet local employment quotas, use regional materials, provide apprentice schemes and work placements. It also includes payment of a Local Employment and Supply Chain ("LESC") Resource Cost to fund the employment of a LESC employee for a period of 18 months.

17.2 Whilst it is recognised that HNP's own employment requirements will differ from L&L's, it is noted that they have themselves identified that their Jobs and Skills strategy is not to be secured as a requirement of the DCO (see item 0004 of the MRM).

18. AFFORDABLE HOUSING

18.1 The Agreement provides for 50% of the residential dwellings to be delivered pursuant to Kingsland Phase 2 to be delivered as affordable housing, or for an affordable housing contribution to be delivered in lieu. This is a key benefit that will assist in the delivery of housing at affordable prices to those that are in need of it.

18.2 The on-site accommodation proposals put forward by HNP as part of its DCO application offer no such benefits.

19. PUBLIC ACCESS, OPEN SPACE AND ECOLOGY – LEGACY BENEFITS

19.1 Pursuant to Schedule 8 of the Agreement, L&L has agreed to be bound by a number of obligations relating to public access, open space and ecology, including (but not limited to):

19.2 Car Parking and Access Strategy

- 19.2.1 L&L has agreed to implement and adhere to the provisions of a car parking and access strategy for each phase of the Development to be agreed with the Council prior to commencement of development of the relevant phase.

**Summary of Section 106 Agreement dated 19 April 2016
Development sites at Kingsland, Cae Glas and Penrhos**

19.2.2 The Car Parking and Public Access strategy shall include provisions to ensure that an appropriate level of access to public amenities and open space is maintained throughout the Development.

19.3 **Cae Glas Nature Reserve and Visitors Centre**

19.3.1 Schedule 8 of the Agreement also provides for the delivery of the Cae Glas Nature Reserve and Visitors Centre ("Nature Reserve")

19.3.2 The delivery of the Nature Reserve is split into 2 phases as follows:

(a) Phase 1 – a minimum of 50 acres of land in the northern area of Cae Glas to include access to key viewing points together with a low impact highly sustainable building of minimum 150m² footprint of covered internal/external space comprising composting toilets, grey water drainage, solar thermal heating, photo voltaic panels, external interpretation and unmanned accessible toilets;

(b) Phase 2 – an extension to phase 1 to provide circa 100 acres of land to include access to key viewing areas together with an extension to the nature reserve visitor centre building to provide a low impact highly sustainable building of minimum 300m² footprint comprising minimum 150m² internal and 150m² of covered internal/external space comprising a suspended floor, timber and glass structure, composting toilets, grey water drainage, solar thermal/photo voltaic panels, manned café and retail (subject to viability), manned internal interpretation external interpretation and internal toilets.

19.3.3 L&L is required to submit the specification for phase 1 to the Council for its written approval prior to the commencement of the Penrhos Phase and to complete and make the same available to the general public prior to the earlier of:

(a) The development of more than 30% of the Penrhos Development Area; or

(b) The commencement of construction of the 151st holiday lodge forming part of the Penrhos Phase.

19.3.4 L&L is required to submit the specification for phase 2 of the Nature Reserve to the Council for its written approval prior to commencement of construction of Cae Glas Phase 2 (being the conversion of the Nuclear Worker Accommodation to holiday lodges and facilities) and to complete and make the same available to the general public prior to the earlier of:

(a) The development of more than 50% of the Penrhos Development Area; or

(b) The commencement of construction of the 251st holiday lodge forming part of the Penrhos Phase.

19.3.5 The Agreement also contains various provisions regarding the ongoing management and maintenance of the Nature Reserve including a requirement to pay a monitoring contribution to the Council to enable it to monitor the maintenance of the Nature Reserve.

**Summary of Section 106 Agreement dated 19 April 2016
Development sites at Kingsland, Cae Glas and Penrhos**

19.4 Wildlife Conservation Board

19.4.1 L&L is required to incorporate a body whose main purpose will be to oversee the implementation and effective continuation of the Nature Reserve delivery and management plan including the provision of the Nature Reserve, the compensatory habitat and species enhancement areas and the remediation and mitigation works to be delivered pursuant to the Agreement. L&L is required to formally constitute the Board prior to the commencement of construction of phase 1 of the Nature Reserve.

19.5 Heritage Interpretation Centre

19.5.1 L&L has also agreed to deliver the Trefignath Burial Interpretation Centre the purpose of which is to integrate archaeological information recorded on sites adjacent to Cae Glas including archaeology discovered and or recorded on the adjacent Parc Cybi site and to enhance the Scheduled Ancient monument known as Trefignath Burial Chamber.

19.5.2 The Heritage Interpretation Centre is to be delivered by L&L within 12 months of first occupation of Cae Glas Phase 1 or on completion of phase 1 of the Nature Reserve, whichever is sooner. The Agreement also provides for L&L (or its successors in title) to maintain the Heritage Interpretation for a period of 125 years. In the event that the owner fails to complete and/or maintain the Heritage Interpretation Centre to the agreed specification the Agreement includes provisions enabling the Council to carry out such works/maintenance as is necessary and recover the costs of doing so from L&L.

19.6 Community Liaison Group

19.6.1 L&L is required to set up a community liaison group in accordance with a scheme approved by the Council. The purpose of the group will be to enable representatives of local community bodies to engage with members of the community with the aim of facilitating and improving public access to the public access land included in the Development.

19.7 Penrhos Visitor Centre

19.7.1 L&L has also agreed to deliver the Penrhos Visitor Centre to include a visitor information point to raise awareness and promote the special qualities of the AONB.

19.7.2 The Penrhos Visitor Centre is to be delivered by L&L prior to occupation of any part of the Penrhos Phase and the Agreement also provides for L&L (or its successors in title) to maintain the Heritage Interpretation for a period of 125 years. In the event that the owner fails to complete and/or maintain the Penrhos Visitor Centre to the agreed specification the Agreement includes provisions enabling the Council to carry out such works/maintenance as is necessary and recover the costs of doing so from L&L.

19.8 HNP's MRM contains provisions for a community impact fund to be utilised in order to mitigate effects to local recreational resources and open spaces. As with all of HNP's mitigation proposals there is a distinct lack of detail available as to how this will be secured and will operate in practice and whether they will in fact be sufficient to mitigate the likely impacts. We also note that these proposals are merely to mitigate any harm caused to public

**Summary of Section 106 Agreement dated 19 April 2016
Development sites at Kingsland, Cae Glas and Penrhos**

open space and stop short of offering any legacy benefit in the same way that L&L's obligations under the Agreement would.