

Wylfa Newydd Project

Draft DCO s.106 Agreement (Track Change Version)

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DEADLINE 6 DRAFT

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{DEVELOPMENT CONSENT ORDER}

HORIZON NUCLEAR POWER WYLFA LIMITED

- AND -

ISLE OF ANGLESEY COUNTY COUNCIL

AGREEMENT

UNDER SECTION 106 OF THE TOWN AND
COUNTRY PLANNING ACT 1990 RELATING TO
LAND AT WYLFA, ANGLESEY

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THIS DEED OF AGREEMENT is dated the day of
2019

BETWEEN:-

- (1) **HORIZON NUCLEAR POWER WYLFA LIMITED** (registered under Company Number 06811987), whose registered address is at Sunrise House, 1420 Charlton Court, Gloucester Business Park, Gloucester, Gloucestershire GL3-4AE (the "Developer").
- (2) **ISLE OF ANGLESEY COUNTY COUNCIL** of Council Offices, Llangefni LL77-7TW (the "Council").

INTRODUCTION

(A) The Council is:

- (i) (i)—the local planning authority for the purposes of the 1990 Act;
- (ii) (ii)—the local highway authority for the purposes of the Highways Act 1980;
- (iii) the local education authority for the purposes of the [Education Act 1996];
- (iv) [a children's and youth services authority for the purposes of the [Children's Act 2004] and an adult social services authority for the purposes of the [Local Authority and Social Services Act 1970]

for the area within which the Site is situate.

(B) The Developer:

- (i) (iii)—Is the owner in fee simple in possession of those freehold parts of the Site contained in titles CYM545036, WA448583, CYM617109 and CYM720503;
- (ii) (iv)—Has a 999-year leasehold interest registered under titles numbered CYM5454039 and CYM557922.
- (iii) (v)—Has the benefit of the Options Agreements in respect of the Option Land.

(B)(C) The Developer will be the undertaker for the purposes of the Development Consent Order and intends to construct and operate the Wylfa Newydd DCO Project authorised by the Development Consent Order.

(C)(D) The Developer has agreed to enter into the planning obligations and covenants in this Deed to regulate the Wylfa Newydd DCO Project and secure the matters hereinafter referred to in this Deed.

(D)(E) The parties to this Deed have agreed to enter into this Deed in order to secure the development consent obligations contained in this Deed.

~~(E)(F)~~ The Council and the Developer are satisfied that the obligations herein are compliant with the CIL Regulations save where otherwise specifically identified.⁺

NOW THIS DEED WITNESSES as follows:-

1. DEFINITIONS

1.1 In this Deed: -

"1990 Act" means the Town and Country Planning Act 1990;

"2008 Act" means the Planning Act 2008;

"A5025 Offline Highways Sites" means:

- (a) the land at Valley shown edged red on Plan 1E attached to this Deed;
- (b) the land at Llanfachraeth shown edged red on Plan 1F attached to this Deed;
- (c) the land at Llanfaethlu shown edged red on Plan 1G attached to this Deed;
- (d) the land at Cefn Coch shown edged red on Plan 1H attached to this Deed;

"Application" means the application for ~~the~~ development consent to authorise the Wylfa Newydd DCO Project under section 37 of the 2008 Act submitted on 1 June 2018 with reference number EN010007;

"CIL Regulations" means the Community Infrastructure Regulations 2010;

"Commencement" means the carrying out of a material operation as defined in section ~~155~~ of the 2008 Act comprised within the Wylfa Newydd DCO Project and the words **"Commence"** and **"Commenced"** shall be construed accordingly;

"Construction Period" means the period ~~between~~from Implementation ~~and~~until the Unit 2 Commissioning Date;

"Consumer Price Index" or **"CPI"** means the Consumer Price Index published by the Office for National Statistics or if that index ceases for any reason to be published in the United Kingdom or if the basis on which it is calculated is altered to a material extent such other index which most closely resembles it to be agreed between the Council and the Developer;

"Contingency Funds" means ~~[•]~~:

"Contingency Funds" means the Welsh Language Education (Contingency) Fund; Jobs and Skills (Contingency) Fund; Accommodation (Contingency) Fund; Education (Contingency) Fund; Health (Contingency) Fund;

⁺~~CC Drafting Note: the two funds in Schedule 12 are not considered to be CIL compliant and have not been offered as a planning obligation.~~

"Data Protection Legislation" means applicable data protection and privacy legislation in force from time to time in the UK including the General Data Protection Regulation ((EU) 2016/679); the Data Protection Act 2018; the Privacy and Electronic Communications Directive 2002/58/EC (as updated by Directive 2009/136/EC) and the Privacy and Electronic Communications Regulations 2003 (SI 2003/2426) as amended, and any other European Union legislation relating to personal data and all other legislation and regulatory requirements in force from time to time which apply to a party relating to the use of Personal Data (including, without limitation, the privacy of electronic communications);

"Development Consent Order" or **"DCO"** means the development consent order to be made pursuant to the Application;

"Ecological Compensation Sites" means;

- (a) the land at Cors Gwawr shown edged red on Plan 1I attached to this Deed;
- (b) the land at Cae Canol-dydd shown edged red on Plan 1J attached to this Deed;
- (c) the land at Tŷ Du shown edged red on Plan 1K attached to this Deed;

"Financial Contributions" means ~~[-];~~² [•];

"Implementation Date" means the date upon which a material operation as defined in section 155 of the 2008 Act other than any Preparatory Operations is undertaken in respect of the Wylfa Newydd DCO Project ~~on the WNDA~~, and the words **"Implement"** and **"Implemented"** will be construed accordingly and for the purposes of this definition **"Developer"** will include any subsidiary company or organisation established by or associated with the Developer and any servants agents or contractors or any person acting under the direction of the Developer or any such subsidiary or group company or organisation;

"Index" means the CPI ~~unless an alternative index is specified in this Deed~~ and **"Indexed"** and **"Indexation"** ~~will~~shall be construed accordingly;

"Interest" means interest at three per cent above the base lending rate of the Bank of England from time to time applicable at the Payment Date;

"Key Socioeconomic Study Area" or **"KSA"** means the area shown on Plan 1L;

"Logistics Centre Site" means the land at Parc Cybi shown edged red on Plan 1C attached to this Deed;

"Marine Licence" means a marine licence or licences granted by Natural Resources Wales to the Developer to permit licensable activities in relation to the Wylfa Newydd DCO Project;

² ~~CC Drafting Note: To be listed once the full set is agreed. Further consideration needed in respect of Annualised Payments for the Construction Period as to how those operate in the period between the end of the construction period for Unit 1 and end of construction period for Unit 2.~~

"Marine Works" means Work No.1 E and 1F as described in schedule 1 (*Authorised Development*) of the DCO;

"Offline Road Works" means Work No. 8, 9 10 and ~~11~~11 as described in schedule 1 (*Authorised Development*) of the DCO;

"Offsite Power Station Facilities Site" means the land at Llanfaethlu shown edged red on Plan 1B attached to this Deed;

"Operational Period" means the period from the Unit 1 Commissioning Date until the date Unit 1 and Unit 2 cease generation being the date of occurrence of the final opening of the main generator load switch;

"Option Land" means the land described in the Option Agreements;

"Option Agreements" means the option agreements within the Site and in each case with the Developer^{~~3~~};

"Parties" means the Developer and the Council as the context so requires and **"Party"** means any one of them;

"Park and Ride Site" means the land at Dalar Hir shown edged red on Plan 1D attached to this Deed;

"Payment Date" means the date when a contribution or other sum of money due to be paid or made available under this Deed by the Developer is actually paid or made available by the Developer;

"Planning Performance Agreement" means the agreement between the Developer and the Council dated 25 October 2011;

"Preparatory Operations" means the SPC Works, the Offline Road Works, site mobilisation and drainage works^{~~4~~} and any operation or item of work of or connected with or ancillary to the following items^{~~5~~}: archaeological investigations; surveys, diversion or laying of services and service media; erection of construction hoardings; demolition; or erection of signage; ~~and~~^{~~6~~};

"Safeguarding" means l avoidance of adverse issues occurring during the period from Commencement to the end of the Construction Period due to the significant population increase and including the protection of children, young people and at-risk and vulnerable adults from sexual exploitation, illegal drug use, trafficking and/or modern slavery, and domestic abuse and sexual violence; ~~[Further discussion required]~~

l: **"Site Campus"** means the temporary facility located on the WNDA that would house up to 4,000 construction workers as contained within in Work No. 3A as described in schedule^{~~1~~} (*Authorised Development*) of the DCO;

^{~~3~~}~~CC Drafting Note: as per SPC agreement, agreed with IACC that is appropriate not to refer to these option agreements in full given data protection considerations.~~

^{~~4~~}~~CC Drafting Note: definition pending.~~

"Site" means the Wylfa Newydd Development Area or "**WNDA**" being the land on which the power station as described in Work Nos. 1 to 4 in schedule 1(*Authorised Development*) of the DCO are constructed and operated;

"Sites" means: the WNDA; the Offsite Power Station Facilities Site; the Logistics Centre Site; the ~~P~~ark and Ride Site; A5025 Offline Highways Sites; and the Ecological Compensation Sites;

"SPC Permission" means ~~thea~~ planning permission ~~with reference number 38C310F/EIA/ECON granted by for site preparation and clearance of land within the Wylfa Newydd Development Area under the Council on [•] 2018 1990 Act;~~

"SPC Agreement" means ~~thean~~ agreement or undertaking under section 106 of the 1990 Act to be entered into between the Council and the Developer in relation to ~~thea~~ SPC Permission;

"SPC s.106 Obligations" means ~~theplanning~~ obligations secured in ~~thea~~ SPC Agreement;

"SPC Works" means:

- (a) The works carried out under ~~thea~~ SPC Permission; or
- (b) Work No. 12 as described in Schedule 1(*Authorised Development*) of the DCO;

"Supplemental Deed" means a planning obligation substantially in the form attached to ~~[Schedule 18]~~[Schedule 16] of this Deed made pursuant to section 106 of the 1990 Act with the purpose of binding the Option Land or part of the Option Land (to the extent required in Clause 4.24.2) with those planning obligations set out in this Deed which relate to that part of the Site

"Unit 1" means the reactor building 1-101 as described in Work No. 1A (a) in ~~Schedule 1~~Schedule 1 (*Authorised Development*) of the DCO;

"Unit 1 Commissioning Date" means [the date on which first nuclear fuel assembly enters Unit 1];

"Unit 2" means the reactor building 2-101 as described in Work No. 1A (a) in ~~Schedule 1~~Schedule 1 (*Authorised Development*) of the DCO;

"Unit 2 Commissioning Date" means [the date on which first nuclear fuel assembly enters Unit 2];

"Visitor" means a person who is not badged to access the Site and is visiting or temporarily working on the Site;

"WNDA" means the land shown edged red on Plan 1A attached to this Deed;

"Working Days" means a weekday which is not a public holiday;

"Worker" means a permanent worker with a badge allowing access to work at Site who has either worked at the Site for five full days in a 30-day period or who has worked at the Site for more than a total of 40 hours in any 30-day period

"Workforce" means ~~workers~~[a Worker](#) employed in the carrying out of the Wylfa Newydd DCO Project during the Construction Period ~~and whose place of work is one or more of the Sites~~;

"Wylfa Newydd CoCP" means the Wylfa Newydd Code of Construction Practice [certified pursuant to requirement [76] of the DCO];

"Wylfa Newydd DCO Project" means the authorised project as described in ~~s~~Schedule-1 of the ~~draft~~ [Wylfa Newydd](#) DCO.

- 1.2 Words denoting the singular [will shall](#) include the plural and vice versa words denoting any gender [will shall](#) include all genders and words denoting persons [will shall](#) include bodies corporate and vice versa.
- 1.3 References to any party in this agreement [will shall](#) include that party's successors in title (except where the contrary is expressly provided) and assigns.
- 1.4 References to a body exercising statutory power and/or functions in this Deed [will shall](#) unless otherwise specified include any successor in function.
- 1.5 Any reference to any statutory provision [will shall](#) (unless expressly stated or the context otherwise requires) include any statutory modification or re-enactment thereof and any subordinate legislation made under the statutory provision (as so modified or re-enacted), in each case for the time being in force.
- 1.6 Words denoting an obligation on a party to do an act matter or thing include an obligation to procure that it be done and words placing a party under a restriction include an obligation not to cause permit suffer or allow infringement of the restriction.
- 1.7 The word "including" [will shall](#) mean including without limitation or prejudice to the generality of any description defining term or phrase preceding that word and the word "include" and its derivatives [will shall](#) be construed accordingly.
- 1.8 Any reference to a clause, paragraph or schedule, unless the context otherwise requires, is a reference to a clause or paragraph of, or schedule to, this Deed;
- 1.9 The headings are for ease of reference only and [will shall](#) not affect the construction or interpretation hereof.

2. STATUTORY PROVISIONS

- 2.1 ~~The Developer agrees with the Council that the~~[The](#) agreements and obligations in this Deed are covenants which:

- 2.1.1 are entered into pursuant to the provisions of section 106 of the 1990 Act and, section 111 of the Local Government Act 1972, section 2 of the Local Government Act 2000, ~~section 1 of the Localism Act 2011~~, the Highways Act 1980 and all other enabling powers;

- 2.1.2 are planning obligations for the purposes of Sections 106 of the 1990 Act except the obligations set out in Paragraphs ~~[1] and [2] of [Schedule 11]; [1] and [2] of [Schedule 11];~~
- 2.1.3 are entered into with intent to bind the Developer's interests in the WNDA and each and every part thereof into whosoever hands the same may come;
- 2.1.4 are enforceable by the Council as local planning authority;
- 2.1.5 are executed by the respective parties as a Deed.

2.2 The Parties ~~will shall~~ (and ~~will shall~~) require that their sub-contractors and agents ~~will shall~~) comply with all applicable requirements of the Data Protection Legislation in the processing of any personal data undertaken in accordance with their obligations under this Deed.⁵

3. DATE OF DEED COMING INTO FORCE

- 3.1 The Developer ~~agrees with the Council to shall~~ serve written notice upon the Council advising it of:
 - 3.1.1 the Commencement Date within seven days of the occurrence of the same PROVIDED THAT for the avoidance of doubt nothing in this Deed ~~will shall~~ prevent Commencement from having been lawfully carried out in the event that the Developer fails to serve notice under this clause; and
 - 3.1.2 the Implementation Date within seven days of the occurrence of the same; ~~and~~
 - 3.1.3 whether the SPC Works are commenced under the DCO or under the SPC Permission within seven days of the occurrence of the same; and
 - ~~3.1.4 [other dates to be notified].~~
 - 3.1.4 the start of works on the Sites;
 - 3.1.5 the start of the Operational Period;
- 3.2 The notices given at 3.1.1 and 3.1.2 ~~will shall~~ be copied, by the Developer, to the Welsh Government, Betsi Cadwaladr University Health Board, North Wales Police, Welsh Ambulance Service Trust, and North Wales Fire and Rescue Service.
- 3.3 With the exception of this Clause and [Clauses [•]] which provisions have operative effect upon the date of this Deed none of the terms or provisions in this Deed ~~will shall~~ have operative effect unless and until both of the following have occurred namely:
 - 3.3.1 the Development Consent Order has been duly granted; and
 - 3.3.2 the Development Consent Order has been Commenced as notified to the Council in Clause ~~[3.1]~~[3.1].

⁵ ~~CC Drafting Note: additional data protection obligations may be required – discuss with IACC.~~

3.4 The Parties acknowledge and agree that this clause is subject to [Clause 6].

4. COVENANTS AND OBLIGATIONS

4.1 The Developer covenants with the Council to carry out:

4.1.1 the planning obligations on its part set out in the Schedules; and

4.1.2 the other non-planning obligations continued in the Schedules pursuant to the Well-Being of Future Generations (Wales) Act 2015, section 111 of the Local Government Act 1972 and section 2 Local Government Act 2000 and all other powers so enabling.

4.2 The Developer covenants with the Council that it will shall Commence the Wylfa Newydd DCO Project by first undertaking works on the WNDA, (which for the avoidance of doubt requires the Developer to Commence the Wylfa Newydd DCO Project on the Site before any material operation takes place on the other Sites).

4.3 The Developer covenants with the Council that it will shall not Commence or permit Commencement of those parts of the Wylfa Newydd DCO Project located upon the Option Land or part of the Option Land until such time as the owner of the Option Land or part of the Option Land has executed a Supplemental Deed in respect of the Option Land or part of the Option Land.

4.4 The Council covenants with the Developer to comply with the obligations on its part contained within the Schedules.

5. SPC OBLIGATIONS

5.1 In the event the SPC Works are commenced as Work No. 12 under the DCO the Parties agree that [Schedule 15] will [Schedule 14] shall have effect.

5.2 In the event the SPC Works are commenced pursuant to thea SPC Permission the Parties agree that [Schedule 15][Schedule 14] will not become operative and will shall have no effect and the relevant planning obligations will be contained in the SPC Agreement (having regard to the principle that there should be no double recovery under this Deed and the SPC Agreement agreed in respect of officer funding). the SPC Permission.

5.3 If having commenced the SPC Works under thea SPC Permission the Developer subsequently serves a notice under article [5(5)] of the DCO notifying the Council that it intends to undertake the SPC Works pursuant to the DCO and not under the SPC Permission the Parties undertake that the obligations in the SPC Agreement will shall continue to operate in respect of SPC Works undertaken pursuant to the DCO as if they were being- undertaken pursuant to the SPC Permission.

5.4 In the event any inconsistency between the SPC Agreement and this Deed arises the Parties will meet to discuss an appropriate interpretation and resolution which should ensure that the financial obligations due under the SPC Agreement are not reduced (having regard to the principle that there should be no double recovery under this Deed and the SPC Agreement).

6. COMMENCEMENT AND FINANCIAL CONTRIBUTIONS

6.1 The Parties agree that:⁶

- 6.1.1 In the event the DCO is Commenced by undertaking the SPC Works as Work No. 12 under the DCO nothing shall oblige the Developer to further Commence or Implement the DCO; and
- 6.1.2 No Financial Contributions or Contingency Funds or other obligations on the part of the Developer and/or the Council that are stated in this Deed to be payable or available or required to be undertaken from Implementation ~~will shall~~ be payable or available or required to be undertaken until the DCO has been Implemented and a notice served on the Council in accordance with Clause 3.1.2.

6.2 In respect of all Financial Contributions stated to be payable annually for the Construction Period the final payment shall be pro-rated on a monthly basis in respect of the final year of construction so that if the Construction Period ended nine months after the previous annual payment the final payment would be: *The relevant annual financial contribution ÷ 12 x 9 = final payment*

7. DEED OF COVENANT

7.1 Where any payments identified in the Schedules ~~[save for [Schedule 12]]~~ to this Deed are stated to be payable by the Council for ~~the benefit of~~ forward transfer to a third party (a "third party"), the Council ~~agrees and covenants to~~ shall:

- 7.1.1 use reasonable endeavours to enter into a Deed of Covenant with each of the third parties [and the Developer] as soon as reasonably practicable prior to Commencement.⁷
- 7.1.2 Provide the Developer with copies of each Deed of Covenant entered into within 10 Working Days of completion;
- 7.1.3 Prior to entry into Deed of Covenant, provide the Developer with updates where reasonably requested as to progress on agreeing Deeds of Covenant.

7.2 The Parties agree that the Deeds of Covenant ~~will shall~~ be substantially in the form attached at ~~[Schedule 19]~~[Schedule 18] and ~~must shall~~ contain the following minimum requirements:

- 7.2.1 An obligation on the Council to pay monies received under this Deed for the benefit of a third party to that third party within a specified time period of receipt (which must not exceed ~~5~~ten Working Days).

⁶~~CC Drafting Note: for further consideration by Horizon~~

⁷~~CC Note: Given that it is in all parties' interests to get these DoCs underway, WG considers that there was no reason why these could not be signed earlier before this s106 agreement is signed. In this event, amended drafting can be included.~~

7.2.2 An obligation on the ~~Third Party~~third party to spend the monies received in the manner described in this Deed.

7.2.3 An obligation to repay the monies to the Council within [● Working Days] if they are either not spent or in the reasonable opinion of the Council not spent for the purposes for which they were paid under this Deed.

7.2.4 Regular and timely reporting obligations on how the monies are being applied which will enable the Council to comply with its reporting and monitoring obligations under this Deed.

7.2.5 [Grant the Developer the right to take conduct in the place of the Council to enforce a breach of or non-performance by the third party under the Deed of Covenant if the Council has not done so within a specified period of time.]⁸

7.3 In the event that a ~~Third Party~~third party is in breach of the minimum requirements described in ~~paragraph [6]~~clause [7.2.1 and 6] above of its Deed of Covenant, ~~the Council covenants and undertakes shall use all reasonable endeavours to the Developer it will enforce the Deed of Covenant [within a specified period of time] for effect~~ the return of those monies to the Council (including enforcing the Deed of Covenant) who will then be obliged to treat those monies in accordance with schedule 16.⁹

7.4 If after using reasonable endeavours the Council is unable to enter into a Deed of Covenant with any third party prior to date when the payment is due the Council shall have no obligation to transfer the relevant Contribution to that third party and shall within 20 Working Days meet with the third party and the Developer to determine alternative delivery of the relevant service or an alternative mitigation.

8. RELEASE

8.1 The Developer ~~will shall~~ upon disposing of the whole or any part of its interests in ~~any of~~ the Sites be released from all covenants and obligations (as defined in clause 4.14.1) in relation to that interest or the relevant part thereof (as the case may be) but without prejudice to the rights of the Council in relation to any antecedent breach of those covenants and obligations.

8.2 In the event that the Developer notifies the Council that the Developer has determined that it will not Commence the DCO then with the exception of the obligations in [Schedules [●]/Paragraphs [●]] and subject to [Clause 11.2] ~~10.2~~ the Developer ~~will shall~~ be released from all obligations in this Deed (but for the avoidance of doubt the obligations within this Deed ~~will shall~~ apply in the event the DCO is subsequently commenced).

9. EXCLUDED INTERESTS

9.1 The Parties agree that the planning obligations in this Deed ~~will shall~~ not be enforceable against the owners of the Option Land or against any successors in title to or permitted

⁸~~CC Note: Dependent on whether Horizon is a party to each DoC.~~

⁹~~CC Note: further controls under consideration.~~

assigns or any person claiming through or under the Option Land owners' interests in the Sites (save for the Developer).

9.2 The obligations contained in this Deed ~~will~~shall not be binding upon nor enforceable against any statutory undertaker (save for the Developer) or other person who acquires any part of the Sites or interest therein for the purposes only of the supply of electricity, gas, water, drainage, or telecommunications services.

10. MORTGAGEES

10.1 The obligations contained in this Deed ~~will~~shall not be enforceable against any mortgagee or chargee from time to time of the whole or any part of the Site or Sites unless it takes possession of the Site or Sites (through the exercise of its powers under the relevant charge) in which case it ~~will~~shall be bound by the obligations applicable to the Site or Sites or (as the case may be) part of the Site or Sites to which the relevant mortgage or charge applies

11. EXPIRATION MODIFICATION OF DEVELOPMENT CONSENT ORDER

11.1 If the DCO is not granted or expires before ~~the Implementation Date~~Commencement or is at any time quashed, revoked or (without the consent of the Developer) it is modified by any statutory procedure this Deed will forthwith determine and cease to have effect and [(save for the legal costs referred to in Clause ~~120~~19)] any sums as have been paid to the Council by the Developer prior to the date upon which the DCO is quashed or revoked or expires ~~will~~shall be returned to the Developer together with interest earned thereon within 20 (twenty) Working Days of the said date.

11.2 Where the DCO has already been ~~I~~Complemented the obligations in this Deed ~~will~~shall continue to apply to the Wylfa Newydd DCO Project insofar as they are relevant to the aspect of the Wylfa Newydd DCO Project which has been undertaken by the Developer and any monies paid or due to be paid by the Developer under this Deed to the Council or a third party ~~will~~shall be paid or retained by the Council or third party (as the case may be) where those monies have been committed or spent by the Council or a third party and where "committed" for the purposes of this Clause means either entered into a binding and written legal contract or formally internally allocated with appropriate supporting decisions or committee reports evidencing that allocation.

11.3 Nothing in this Deed prohibits or limits the right to develop any part of the Sites in accordance with a planning permission, development consent order, marine licence, or other statutory authority granted (whether or not on appeal) after the date of this Deed and this Deed ~~will~~shall not apply to development carried out under any planning permission, development consent order, marine licence, or other statutory authority (other than the DCO, SPC Permission and Marine Licence).

12. DISPUTES

12.1 In the event of any dispute or difference arising between the Parties to this Deed in respect of any matter contained in this Deed such dispute or difference ~~will~~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 Wales with

such matters as may be in dispute and such person ~~will shall~~ act as an expert (the "Expert") whose decision ~~will shall~~ be final and binding on the parties in the absence of manifest error and any costs ~~will shall~~ be payable by the parties to the dispute in such proportion as the expert ~~will shall~~ determine and failing such determination ~~will shall~~ be borne by the parties in equal shares.

- 12.2 In the absence of agreement as to the appointment or suitability of the person to be appointed as the Expert pursuant to Clause ~~12.4~~12.1 or as to the appropriateness of the professional body then such question may be referred by either Party to the president for the time being of the Law Society for the president to appoint a solicitor to determine the dispute such solicitor acting as the Expert and his decision ~~will shall~~ be final and binding on the Parties in the absence of manifest error and his costs ~~will shall~~ be payable by the parties to the dispute in such proportion as he ~~will shall~~ determine and failing such determination ~~will shall~~ be borne by the Parties in equal shares.
- 12.3 Any Expert howsoever appointed ~~will shall~~ be subject to the express requirement to reach a decision and communicate it to the Parties within the minimum practicable period allowing for the nature and complexity of the dispute and in any event not more than twenty-eight Working Days after the conclusion of any hearing that takes place or twenty-eight Working Days after he has received any file or written representation.
- 12.4 The Expert ~~will shall~~ be required to give notice to each of the 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 shall~~ be entitled to make a counter written submission within a further ten Working Days.

12.5 Following the submission of written submissions and/or supporting materials to the Expert the Expert may set a hearing to discuss the dispute and shall give the Parties at least [ten] Working Days written notice of the date and time when such a hearing is to take place.

12.6 It is agreed between the Parties that this clause shall not apply to disputes in relation to matters of law or the construction or interpretation of this Deed which shall be subject to the jurisdiction of the Courts.

13. **GOOD FAITH**

The Parties agree with each other to act reasonably and in good faith in the discharge of the obligations contained in this Deed.

14. **APPROVALS**

14.1 Where this Deed:

- 14.1.1 Requires any matter to be agreed, approved, certified, consented to, or determined by any party or any person on behalf of any party hereto under this Deed such agreement, approval, certification, consent, or determination shall not be unreasonably withheld or delayed and shall be given in writing.¹⁰

¹⁰ **CC Drafting Note:** Discuss with IACC whether 'in writing' can include by email.

14.1.2 Requires any report, review, strategy, study, or other document to be prepared and/or submitted to another party such report, review, strategy, study, or other document shall be prepared and submitted in writing.

14.2 Where it is provided in this Deed that a matter is to be agreed or approved by any of the Parties and a timescale for such agreement being reached or approval being given is not provided then (without prejudice to Clause [14.1])[14.1]) the relevant provision shall be deemed to be subject to a proviso that if agreement is not reached or the matter is not approved within a period of 40 (forty) Working Days then the matter may be referred to the Expert pursuant to Clause [12][12] (Disputes) PROVIDED THAT this provision shall not prevent a dispute from being referred to the Expert earlier than the expiry of such period by any Party to this Deed where that Party is of the view that agreement will not be reached or the matter will not be approved within the said period.

15. FLEXIBILITY

15.1 Where in this Deed an ~~O~~bligation is required to be performed by a specified point such as "Commencement" or "Implementation" the Parties agree that such trigger may be varied if agreed in advance by the Council in writing PROVIDED THAT if the Council shall not agree any such amendment the position set out in the Deed ~~will~~shall prevail and Clause [12][12] (Disputes) will not apply.

16. COMMUNITY INFRASTRUCTURE LEVY

16.1 If after the date of this Deed any tax, levy, tariff, charge or similar relating to the grant of planning permission or development consent order is enacted or brought into force (either ~~the~~through a Community Infrastructure Levy or otherwise) and the terms of the law as enacted means that such tax, levy, tariff, charge or similar applies to the Wylfa Newydd DCO Project ~~so~~such that additional financial payments ~~may~~will be required in respect of the Wylfa Newydd DCO Project then (only if and to the extent that the law as enacted permits the Council to do so) the Council and Developer agree that they ~~will~~shall consult with each other as to the effect of the tax, levy, tariff, charge or similar.

16.2 In consulting with ~~each~~ other under paragraph [16.1] the Parties ~~will~~shall discuss whether it would be appropriate reasonable and financially viable to impose any additional financial burden on the Wylfa Newydd DCO Project (whether to the limit of the law or (if permitted) in some lesser sum) and whether it would be appropriate to modify this Deed in consequence of any such tax, levy, tariff, charge or similar and in discussing the matter the Council and Developer ~~will~~shall take into consideration that the Council and Developer agree and acknowledge that the planning obligations in this Deed appropriately mitigate ~~the~~ effects of the Wylfa Newydd DCO Project and that ~~BOTH~~the Parties wish to see the Wylfa Newydd DCO Project completed ~~AND that the Wylfa Newydd DCO Project is an important regenerative development which brings with it many economic benefits and that it would be inappropriate if some or all of these benefits were prevented from coming forward as a consequence of the financial burden of additional contributions.~~

17. NOTICES

17.1 Any notice or other written communication to be served upon or given by one Party to any other Party under the terms of this Deed ~~will~~shall be given in writing and ~~will~~shall be deemed to have been validly served or given in the following circumstances:

- 17.1.1 If delivered by hand upon delivery at the address of the relevant Party.
- 17.1.2 If sent by recorded delivery post to the Party upon whom it is to be served or to whom it is to be given within two Working Days after the date of posting.

PROVIDED THAT if in accordance with the above provision any notice or other written communication would otherwise be deemed to be served or given after 5.00p.m. such notice or other written communication will be deemed to be served or given at 9.00a.m. on the next Working Day.

17.2 The address for any notice or other written communication will only be within the United Kingdom and is:

- 17.2.1 For the Council, Council Offices, Llangefni LL77 7TW marked for the attention of [~~the Head of Regulation and Economic Development~~].
- 17.2.2 For the Developer, Sunrise House, 1420 Charlton Court, Gloucester Business Park Gloucester GL3 4AE marked for the attention of the:
 - (a) Director of Project Planning;
 - (b) Head of Planning; and
 - (c) General Counsel and Company Secretary.

18. SATISFACTION OF ANY OF THE PROVISIONS OF THIS DEED

Where in the opinion of the Developer any of the provisions of this Deed have been satisfied the Developer ~~will~~shall be entitled to apply to the Council for a certificate to that effect and upon the Council being satisfied that the relevant agreement, obligation and covenant as the case may be has been satisfied the Council ~~will~~shall as soon as practicable issue a certificate to such effect.

19. REGISTRATION OF THIS DEED

- 19.1 This Deed ~~will~~shall be registered as a local land charge in the register of local land charges maintained by the Council.
- 19.2 Following the performance and satisfaction of all obligations contained in this Deed the Council ~~will~~shall as soon as practicable effect the cancellation of all entries made in the register of local land charges maintained by the Council.
- 19.3 If the Application is refused or the Development Consent Order is not Commenced prior to its expiry or the ~~-~~circumstances in Clause ~~11.1~~11.1 (and subject to Clause ~~11.3~~11.3) arise, the Council ~~will~~shall as soon as practicable effect the cancellation

of all entries relating to this Deed made in the register of local land charges maintained by the Council.

20. **[LEGAL COSTS]**⁺

The Developer will shall upon completion of this Deed pay to the Council ~~the its~~ reasonable legal costs ~~not exceeding £[•] of the Council incurred in the negotiation, preparation and execution of this Deed where such costs are~~ not recovered by the Council under the Planning Performance Agreement Provided That for the avoidance of doubt the Council will shall only be entitled to recover the relevant legal costs once.¹

21. **POWERS OF THE COUNCIL**

Nothing in this Deed will shall fetter or restrict the Council in the exercise of ~~the its~~ powers under any enactment statutory instrument regulation order or power for the time being in force.

22. **RIGHTS OF THIRD PARTIES**

Except in relation to (a) successor bodies of the Council and (b) successors in title and assigns of the Developer, nothing in this Deed entitles a person who is not a party to this Deed to enforce any term of this Deed.

23. **SEVERABILITY**

Insofar as any provision in this Deed is found (for whatever reason) to be invalid, illegal or unenforceable then such invalidity, illegality or unenforceability will shall not affect the validity or enforceability of the remaining provisions of this Deed.

24. **INDEXATION**

~~24.1 The~~ Each of the Financial Contributions will shall be increased by an amount equivalent to the increase in the Index from the date of this Deed until the Payment Date.

25. **INTEREST**

If any payment under this Deed is paid late, Interest will shall be payable from the date the payment is due until the Payment Date.

26. **VALUE ADDED TAX**

- 26.1 All payments made in accordance with the terms of this Deed will shall be exclusive of any value added tax properly payable.
- 26.2 The Developer will shall not be obliged to make any contribution towards the value added tax payable by the Council (the "Relevant Party") in respect of any works to be undertaken by the Relevant Party insofar as and to the extent that the amount of such

⁺~~CC Drafting Note: need exact costs from IACC and confirmation of what additional sums are to complete the Agreement.~~

value added tax is (by way of set-off or otherwise) recoverable by or reimbursable to the Relevant Party.

27. COUNTERPARTS

This Deed may be executed in any number of counterparts, each of which is an original and all of which together evidence the same agreement.

28. JURISDICTION

This Deed is governed exclusively by the law of England and Wales as it applies in Wales.

29. DATE

This Deed is delivered on the date written at the start of this Deed.

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

Plans

Plan 1A: Wylfa Newydd Development Area

Plan 1B: Offsite Power Station Facilities Site

Plan 1C: Parc Cybi

Plan 1D: Dalar Hir

Plan 1E: A5025 Offline Highways Improvements (Valley)

Plan 1F: A5025 Offline Highways Improvements (Llanfachraeth)

Plan 1G: A5025 Offline Highways Improvements (Llanfaethlu)

Plan 1H: A5025 Offline Highways Improvements (Cefn Coch)

Plan 1I: Ecological Compensation Site at Cors Gwawr

Plan 1J: Ecological Compensation Site at Cae Canol-dydd

Plan 1K: Ecological Compensation Site at Tŷ Du

Plan 1L: Key Socio-Economic Area

Plan 1M: Road Condition Survey Area

SCHEDULE 1 WELSH LANGUAGE AND CULTURE

"Community Translation Service Contribution" means the sum of £[250,000 (Two Hundred and Fifty Thousand Pounds)] towards provision of community translation services in accordance with ~~[Schedule 1];~~[Schedule 1];

"Induction" means the mandatory process for each member of the Workforce required prior to starting work on the Wylfa Newydd DCO Project;

"Non Home Based Workforce" means those members of the Workforce whose primary residence was not within the DCCZ prior to that member of the Workforce's Induction;

"Polisi Iaith Gymraeg/Welsh Language Policy" means the Developer's policy on Welsh language (as updated from time to time) and which is consistent with the delivery of the obligations in ~~[Schedule 1];~~[Schedule 1];

"Welsh Language Education (Annual) Contribution" means the sum set out for a given year in the table in paragraph [4] of ~~[Schedule 1]~~[Schedule 1] towards funding Welsh language teaching capacity to operate in the KSA in accordance with ~~[Schedule 1];~~[Schedule 1];

"Welsh Language Education (Contingency) Fund" means the sum of £[1,500,000 (One Million Five Hundred Thousand Pounds)] ~~(Indexed)~~ in accordance with ~~[Schedule 1];~~[Schedule 1];

"Welsh Language Officer" means a 1 FTE (or equivalent) officer or officers employed by the Council in accordance with ~~[Schedule 1];~~[Schedule 1];

"Welsh Language Officer Contribution" means the annual sum of £~~4055~~,000 (~~Forty Fifty Five~~ Thousand Pounds) ~~(Indexed)~~ towards the provision of a Welsh Language Officer in accordance with ~~[Schedule 1];~~[Schedule 1];

"Workforce Children" means school-aged children who are dependants of members of the Non Home Based Workforce and who ~~were not resident in Anglesey, Gwynedd or Conwy and whose children~~ did not attend schools in ~~Anglesey, Gwynedd or Conwy~~ the DCCZ prior to Commencement; ~~their parent's Induction~~;

"Workforce Dependents" means children and partners of members of the Workforce who were not resident in the KSA before the ~~commencement of the Construction Period~~Commencement;

1. ~~Developer led~~ Welsh language and culture, management and policy

- 1.1 The Developer willshall prior to [Commencement] -develop in consultation with the Council and the Welsh Government a Welsh ~~Language~~ skills competency framework and assessment tool which willshall:

1.1.1 utilise the emerging Welsh Government Diagnostic Toolkit (being produced by the National Centre for Learning Welsh);¹² or any successor toolkit;

1.1.2 follow the Council's 5-level workplace Welsh Language Skills Strategies document (or any successor document) which provides:¹³

0 No skill

1 Able to conduct a general conversation (greetings, names, saying, place names)

2 Able to answer simple enquiries involving work

3 Able to converse with someone else, with some hesitancy, regarding routine work issues

4 Able to speak the language in the majority of situations using some English words

5 Fluent – able to conduct a conversation and answer questions, for an extended period of time

1.1.3 identify job roles which require Welsh language skills and the skill level or range of levels required;

1.1.4 identify those job roles which require level 3 or above Welsh Language Skills which will include ~~identified~~ public facing roles, the Community Involvement Officers, and defined internal roles such as members of the café staff and HR team;¹⁴

1.1.5 identify periodic timings for updates of the Welsh language skills competency framework and assessment tool, which must be done in consultation with the Council and the Welsh Government,

and the Developer ~~will shall~~ thereafter implement the Welsh language skills competency framework and assessment tool until the end of the Operational Period (or as otherwise agreed in writing by the ~~Parties~~Council).

1.2 The Developer ~~will shall~~ employ a Welsh Language and Culture Coordinator for a continual period from Implementation until the end of the Operational Period (or as otherwise agreed ~~by the Parties~~).

1.2 ~~The Parties agree that~~in writing by the Council whose role shall be to carry out the activities in 1.3 and 1.4.

1.3 The role of the Welsh Language and Culture Coordinator is:

¹² ~~CC Drafting Note: To be confirmed~~

¹³ ~~CC Drafting Note: IACC Is this consistent with the WG tool?~~

¹⁴ ~~CC Drafting Note: For further discussion~~

1.3.1.4 For the duration of the Construction Period:

- (a) **1.4.1** to focus on the development and implementation of Welsh language and culture mitigation and enhancements;
- (b) **1.4.2** to monitor, measure and evaluate language and culture related community benefit activities and associated mitigation measures;
- (c) **1.4.3** to sit on and report to the Welsh Language and Culture Engagement Group;
- (d) **1.4.4** to work closely with the Community Involvement Officers to deliver the Community Impact Joint Work Plan (as defined in Schedule 14); and
- (e) **1.4.5** to assist the Council with the operation of the community translation service established in accordance with Paragraph [6] below.

1.3.2 1.4.6 For the duration of the Operational Period:

- (a) to contribute to annual reviews of the Welsh language policy;
- (b) to liaise with external partners, including local authorities and Welsh Government, on matters relating to the Welsh language;
- (c) to otherwise promote support the use of the Welsh Language in relation to the Wylfa Newydd DCO Project.

1.3.3 1.4.7 The Parties agree that that the roles and responsibilities of the Welsh Language and Culture Coordinator may be updated and amended by the Developer from time to time to respond to the demands of the Wylfa Newydd DCO Project Provided Always that such amended roles and responsibilities are all focused on mitigating effects of and enhancing the benefits from the Wylfa Newydd DCO Project.

1.4.1.5 The Developer ~~will establish an internal~~shall set up and maintain a Welsh Language Management Group for a continual period from [Commencement] until the end of the Operational Period where the purpose and role of such group is to: ~~of~~

1.4.1.5.1 provide internal oversight of the Developer's Welsh language commitments and performance including its Welsh Language Policy; and

1.4.2 1.5.2 to assist the Welsh Language and Culture Coordinator in the delivery of the Welsh Language and Culture Mitigation and Enhancement Strategy.

1.5 1.6 The Parties agree that that the roles and responsibilities of the Welsh Language Management Group may be updated and amended by the Developer from time to time to respond to the demands of the Wylfa Newydd DCO Project.

1.61.7 The Developer will establish a Polisi Iaith Gymraeg/Welsh Language Policy ~~from [Commencement] until the end of the Operational Period where that and such policy will shall~~ contain and require:

1.6.1.7.1 Details on what types of internal communications will be made available bilingually.

1.6.21.7.2 Public-facing permanent and temporary signage on the Sites relating to the Wylfa Newydd DCO Project are bilingual (save where safety or other material considerations require that signage is in English only).

1.6.31.7.3 Provision of language and culture awareness training to the Workforce as part of Induction.

1.6.41.7.4 Staff members to demonstrate linguistic courtesy and awareness of the Welsh Language Policy.

1.6.51.7.5 Development of a programme of Welsh language training for the Workforce operational staff where this is a relevant requirement within a job-role (as determined by the Welsh language skills competency framework established pursuant to Paragraph [2.11]-[2.11]).

1.6.61.7.6 Establishment of a Welsh language mentoring scheme for learners.

1.6.71.7.7 Maintenance of ~~the Developer's~~a Welsh speaker badge scheme and using reasonable endeavours to ensure that its contractors operate an equivalent scheme.

1.6.81.7.8 Ensure a Welsh-speaking member of staff is included on interview panels for jobs where candidates are required to have Welsh language skills.

1.6.91.7.9 An annual review of the policy.

~~The Parties agree that that and the Developer will implement~~ the Polisi Iaith Gymraeg/Welsh Language ~~from Commencement until the end of the Operational Period (or as otherwise agreed in writing by the Council)~~.

1.71.8 The Parties agree that the Polisi Iaith Gymraeg/Welsh Language Policy will shall be updated annually by the Developer to respond to the demands of the Wylfa Newydd DCO Project and ~~where such~~ updates will shall continue to reflect the Developer's commitment to promoting and enhancing the Welsh language.

2. Welsh language - Recruitment and careers

2.1 The Developer will use the Welsh language skills competency framework and assessment tool established pursuant to Paragraph [4.1][1.1] until the end of the Operational Period to:

2.1.1 Enable it to assess the Welsh language skills requirements for job roles when developing construction and operational job profiles at Wylfa Newydd.

- 2.1.2 Provide relevant recruitment managers with training to use the Welsh language skills competency framework and assessment tool to determine the language requirements of construction and operational roles.
- 2.1.3 Record the level of Welsh language skills required for each post as part of the recruitment process and will include this information within the advertised job profile.
- 2.2 From [Commencement] throughout the Construction Period and the Operational Period until the end of the ~~Construction~~Operational Period the Developer will shall promote career opportunities at the Wylfa Newydd DCO Project by:
 - 2.2.1 Distributing information on career opportunities at the Wylfa Newydd DCO Project with specific emphasis on the value of the Welsh language in job roles which the Developer has identified require Welsh language skills pursuant to the Welsh language skills competency framework and assessment tool (including the bilingual Wylfa Newydd 'Career Route Maps' and Job Profiles or other such equivalent schemes developed by the Developer from time to time) to local communities and young people on a regular basis.
 - 2.2.2 Developing role model activities and resources to encourage awareness of career opportunities within the community where:
 - (a) Welsh-speaking ~~Horizon~~—staff of the Developer (including Welsh learners) and local suppliers will be involved in such activities; and
 - (b) staff and contractors will take part in various 'role model' activities and resources such as case study video clips, written materials, presentations in schools.
- 2.3 The Developer will shall typically notify all external vacancies to the Wylfa Newydd Employment and Skills Service in accordance with Schedule 4 which will shall publicise them in Welsh and English.
- 2.4 Where the Developer or its contractors advertise any such vacancies separately from the Wylfa Newydd Employment and Skills Service the Developer will shall require that they are advertised in Welsh and English through local and national recruitment channels that engage with a Welsh-speaking audience.
- 2.5 The Developer will shall include a Welsh speaker on interview panels for job applicants for roles at the Developer whose preferred language is Welsh, provided that where the job role demands English language skills, those skills will also be considered in such interview process.

3. Welsh language - Engagement with Contractors

- 3.1 Prior to contractors commencing work on Sites the Developer will shall provide its contractors with:
 - 3.1.1 information on the Developer's Welsh Language Policy and obligations in this ~~Schedule 4~~[Schedule 1] and the contractors' role in delivering such policy and

obligations including for example via their recruitment processes and internal and external communications;

3.1.2 ~~I~~Information on local suppliers including the Council's business database ~~being developed by IACC~~, other local authorities, North Wales Economic Ambition Board and Welsh Government; and

3.1.3 ~~any~~such other materials as agreed bybetween the Developer and the Council.

3.2 As part of ~~the induction~~Induction process for the Workforce operating on the Site the Developer ~~will~~shall provide the Workforce attending such site induction(s) with the following Welsh language materials:

3.2.1 Welsh language briefing packs and/or induction materials;

3.2.2 the "Byw mewn gwlad ddwyieithog/Living in a bilingual nation" Welsh Language booklet produced by the Welsh Government dated 2017;

3.2.3 ~~any~~such other materials as agreed bybetween the Developer and the Council.

3.3 The purpose of the information provided to contractors and the Workforce under Paragraphs ~~[3.1]~~[3.1] and ~~[3.2]~~will~~[3.2]~~ shall be to raise awareness of and respect for the Welsh language and culture, and Welsh speaking among the contractors and the Workforce.

3.4 The Developer ~~will~~shall include Welsh language information requirements as an agenda item for all relevant contractor meetings.

4. **Welsh Language - Education~~(Annual)~~ Contribution**

4.1 The Welsh Language Education (Annual) Contribution ~~will~~shall be paid by the Developer to the Council as follows:

4.1.1 a payment of £7,500 (~~Indexed~~Seven Thousand Five Hundred Pounds) prior to Implementation;

4.1.2 a payment of £9,900 (~~Indexed~~Nine Thousand Nine Hundred Pounds) on the first anniversary of Implementation;

4.1.3 a payment of £117,500 (~~Indexed~~One Hundred and Seventeen Thousand Five Hundred Pounds) on the second anniversary of Implementation;

4.1.4 a payment of £178,700 (~~Indexed~~One Hundred and Seventy Eight Thousand Seven Hundred Pounds) on the third anniversary of Implementation;

4.1.5 a payment of £176,300 (~~Indexed~~One Hundred and Seventy Six Thousand Three Hundred Pounds) on the fourth anniversary of Implementation;

4.1.6 a payment of £288,700 (~~Indexed~~Two Hundred and Eighty Eight Thousand Seven Hundred Pounds) on the fifth anniversary of Implementation;

- 4.1.7 a payment of £261,300 (Indexed Two Hundred and Sixty One Thousand Three Hundred Pounds) on the sixth anniversary of Implementation;
- 4.1.8 a payment of £161,300 (Indexed One Hundred and Sixty One Thousand Three Hundred Pounds) on the seventh anniversary of Implementation;
- 4.1.9 a payment of £33,600 (Indexed Thirty Three Thousand Six Hundred Pounds) on the eighth anniversary of Implementation;
- 4.1.10 a payment of £25,200 (Indexed Twenty Five Thousand Two Hundred Pounds) on the ninth anniversary of Implementation;

and the Developer ~~agrees~~shall not to Implement the Wylfa Newydd DCO Project until the first ~~-~~payment has been made.

- 4.2 The Council willshall use the Welsh Language Education (Annual) Contribution to fund the employment of teachers to support current years 3 to 9 Welsh immersion education capacity within the Council's local authority boundary for the ~~-~~Workforce Children.
- 4.3 The Parties agree that the teachers willshall operate from existing immersion centres in Anglesey Provided That one teacher willshall be based in the Menai area and will accept years 3 to 9 aged Workforce Children residing in Gwynedd.

5. Welsh Language Education (Contingency) Fund

- 5.1 In the event that the ~~following~~ immersion episodes contained in the table within this paragraph [5.1] are exceeded ~~Horizon will release funding~~ the Developer shall pay to the Council such sum as is calculated in accordance with paragraph [5.2] of this Schedule from the Welsh Language Education (Contingency) Fund (such payments to be made in accordance with the principles of paragraph [5.3] of this Schedule) to ensure the pupil to teacher ratio in Welsh language immersion service provision does not exceed 16:1 (annually) (or 8:1 based on two intakes per year) ~~and where that funding will be released in accordance with paragraph 5.2 and 5.3.~~

	Year										Total
	1	2	3	4	5	6	7	8	9	10	
Workforce Children	3	7	51	118	142	186	220	169	78	24	-
Immersion episodes	3	4	47	71	71	115	105	65	13	10	504
Teachers (16:1 ratio)	0.2	0.2	2.9	4.5	4.4	7.2	6.5	4.0	0.8	0.6	-

5.2 ~~[Principles of]~~ The Developer shall make the contingency funding ~~-~~ payments as follows:

- 5.2.1 funding ~~will shall~~ be paid for an additional FTE teacher, or teachers if the ratios require more than 1 FTE. This ~~will shall~~ be at £40,000 per FTE.
- 5.2.2 The funding ~~will shall~~ be pro-rated on a 0.5 FTE basis (rounding upwards where 0.1-0.4 lead to 0.5 FTE funding, and 0.6 to 0.9 lead to 1 FTE funding).
- 5.2.3 An additional £10,000 per FTE ~~will shall~~ be paid for additional training work alongside the £40,000 per FTE (being £5,000 for training and £20,000 for teaching costs ~~-~~respectively if it is a 0.5 FTE increase).
- 5.2.4 If the additional FTE is required before the construction peak (i.e. in years 1 ~~- to -~~ 5), the commitment ~~will shall~~ be to maintain that until the end of year of peak construction, with ongoing monitoring so that a further increase is not prevented.
- 5.2.5 If the additional FTE is required only at peak construction (i.e. year 6 to 7 in the above table), it ~~will shall~~ be a single annual commitment, reassessed annually thereafter and where funding can drop back to base levels in the table.
- 5.2.6 Nothing in this section ~~will shall~~ require funding which exceeds the Welsh Language Education (Contingency) Fund ~~).~~

5.3 ~~[Principles of]~~ triggering funding:

5.3 ~~Horizon is obliged to~~ The Welsh Language Education (Contingency) Fund shall be triggered as follows:

- 5.3.1 ~~The Developer shall~~ monitor the number of years 3 to 9 aged Workforce Children where that information is collected via the WAMS. See para 9.1 below~~).~~
- 5.3.2 The Council ~~is obliged to~~ shall monitor and report on Welsh immersion episodes by Workforce Children and the pupil to teacher ratio. ~~[Point for discussion - assume this can form a question on enrolment]~~
- 5.3.3 The Council ~~will shall~~ work with Gwynedd Council ~~so and shall use reasonable endeavours to ensure that~~ Gwynedd Council ~~also obliged to monitor~~ monitors and reports ~~on~~ on Welsh immersion episodes by Workforce Children and the pupil to teacher ratio.
- 5.3.4 ~~Both Parties are obliged to~~ The Council and the Developer shall share reporting ~~at least on~~ a ~~minimum of~~ quarterly basis, in a form to be agreed.
- 5.3.5 ~~Horizon is required to~~ The Developer shall release funding to the Council within 20 Working Days of appropriate reporting evidencing that immersion episodes (cumulatively in Anglesey and Gwynedd) exceed the numbers in the table above).
- 5.3.6 The Council ~~is obliged to target~~ shall apply the released contingency funding to rebalancing the pupil to teacher ratios in the locations affected, including where

that may be Gwynedd, and which may include peripatetic teacher resource operating across Anglesey and Gwynedd.¹⁵

5.4 Release of funds from the Welsh Language Education (Contingency) Fund ~~will~~shall close five years ~~from~~after the end of the Construction Period.

6. **Welsh Language Officer Contribution**

6.1 The Welsh Language Officer Contribution ~~will~~shall be paid by the Developer to the Council ~~as follows~~in the following instalments:

6.1.1 the first annual payment ~~will~~of £40,000 (Forty Thousand Pounds) ~~shall~~ be paid prior to Implementation; and

6.1.2 the second and subsequent payments ~~will~~each of £40,000 (Forty Thousand Pounds) ~~shall~~ be paid annually on the anniversary of Implementation thereafter for the duration of the Construction Period,

and the Developer ~~agrees~~shall not ~~to~~ Implement the Wylfa Newydd DCO Project until the first ~~payment~~ has been made.

6.2 The Council ~~will~~shall apply the Welsh Language Officer Contribution to employing a Welsh Language Officer to deliver the matters set out at Paragraph ~~[6.3]~~[6.3].

6.3 The Welsh Language Officer ~~will~~shall:

6.3.1 Deliver community language services and the development of appropriate training materials to support the integration of incomers and develop capacity in the local community;

6.3.2 Work closely with the Community Involvement Officers to deliver the Community Impact Joint Work Plan (as defined in ~~Schedule 14~~Schedule 14);

6.3.3 Contribute to the evaluation of the impact of the Wylfa Newydd Project on the Welsh language in the KSA;

6.3.4 Proactively work with Welsh language and education officers in Gwynedd Council and the Welsh Government; and

6.3.5 Proactively work with the Welsh Language and Culture Co-ordinator (appointed in accordance with paragraph 1.2).

7. **Welsh language - Community Engagement obligations¹⁵**

7.1 During the Construction Period the Developer ~~will~~shall circulate welcome packs (to be provided in a variety of languages) to the Workforce Dependents who move to the

¹⁵ ~~CC Drafting note: other obligations now deleted moved the Jobs and Skills and Education Schedules.~~

KSA where such welcome packs will provide information on local services and the community including:

- 7.1.1 the 'Byw mewn gwlad ddwyieithog: Croeso i Gymru, Croeso i'r Gymraeg/Living in a bilingual nation: Welcome to Wales, Welcome to Welsh' Welsh language booklet (published by the Welsh Government, 2017)~~or any equivalent replacement document~~;
- 7.1.2 the 'Dechrau'r daith at ddwy Iaith: Dy ganllaw i addyss Gymraeg/BEGIN the bilingual journey: Your guide to Welsh-medium education' documents (published by the Welsh Government, 2017)~~or any equivalent replacement document~~;
- 7.1.3 contact details of the Community Involvement Officers including office hours, locations and contact phone numbers and/or email addresses; and
- 7.1.4 ~~any~~such other materials as may be agreed ~~by~~between the Developer and the Council.

8. **Community Translation Service Contribution**

- 8.1 The Community Translation Service Contribution ~~will~~shall be paid by the Developer to the Council prior to Implementation and the Developer ~~will~~shall not Implement the Wylfa Newydd DCO Project until such payment has been made.
- 8.2 The Council ~~will~~shall apply the Community Translation Service Contribution to establishing and funding for the duration of the Construction Period and for the first two years of the Operational Period a community translation service which ~~will~~shall serve local community groups to enable better engagement with the Wylfa Newydd DCO Project and the Workforce for example by providing simultaneous translation facilities for community groups engaging on the Wylfa Newydd DCO Project and engaging with the Workforce.

9. **Welsh language - Monitoring**

- 9.1 During the Construction Period the Developer ~~will~~shall collect aggregate and anonymised data on the Workforce Dependents through the Worker Accommodation Management Service (as established pursuant to ~~[Schedule 5]~~[Schedule 5]) who move to the KSA ~~and where~~ such data ~~will~~to include (where available and subject always to compliance with Data Protection Legislation):

- 9.1.1 ~~T~~he locations where Workforce Dependents are living;¹⁶
- 9.1.2 ~~-~~the Welsh Language skills of Workforce Dependents; and
- 9.1.3 ~~-~~the number of children and their ages.

¹⁶~~CC Drafting note: Finalise with Horizon.~~

9.2 The Developer ~~will shall~~ prior to Implementation agree parameters for an annual evaluation of the impact of the Wylfa Newydd DCO Project on the Welsh language in the KSA with the Council and in consultation with the Welsh Government.

9.3 The Developer ~~will shall~~ thereafter undertake ~~that~~ annual evaluation in accordance with the approved parameters for the duration of the Construction Period ~~and [5 years from the start of the Operational Period]~~.¹⁷

9.4 The Developer shall share the results of the annual evaluation with the Welsh Language and Culture Engagement Group.

10. Welsh Language and Culture Engagement Group

10.1 From Implementation the Developer and the Council agree to constitute a Welsh Language and Culture Engagement Group.

10.2 The Parties agree that:¹⁸

10.2.1 the invited membership of the Welsh Language and Culture Engagement Group ~~will shall~~ be a representative from each of the Council, the Developer, the Welsh Government, Gwynedd Council, ~~Menter Mon, and Llais Ni~~; and

10.2.2 10.2.2 the Developer ~~will shall~~ fund an independent chair and associated administration and support costs.

~~10.2.2 10.3 If following invitation the Welsh Government and/or Gwynedd Council, and/or Menter Mon, and/or Llais Ni decline to respond to or participate in the Transport Engagement Group then the Transport Engagement Group shall consist of the Developer and the Council and such of the Welsh Government, Gwynedd Council, Menter Mon, and Llais Ni who elect to participate.~~

~~10.3 10.4~~ The Parties agree that the duties and responsibilities of the Welsh Language and Culture Engagement Group ~~are~~ shall be:

~~10.3.1 10.4.1~~ To monitor the implementation of the obligations on behalf of the Developer and the Council as set out in this Schedule 1;

~~10.3.2 10.4.2~~ Review monitoring returns provided to it in accordance with paragraph [10.4];

~~10.3.3 10.4.3~~ To feed back to the Parties any issues relating to Welsh Language and culture as seen from the representatives' areas of expertise.

~~10.4 10.5~~ The Parties ~~undertake that they will shall~~ monitor and report to the Welsh Language and Culture Sub-Engagement Group:

~~(a)~~ (a) quarterly in respect of the obligations in Paragraphs ~~[9.1];[9.1];~~

¹⁷ Reviews during operation period under discussion.

¹⁸ ~~CC Drafting Note: Consider with IACC whether the text of its DoC with WG and GC should oblige them to participate in the engagement group~~

(b) (b) every six months on its implementation and performance of its obligations in Paragraphs ~~1~~, ~~2~~, ~~3~~, ~~4~~, ~~5~~, ~~6~~, ~~1~~, ~~2~~, ~~3~~, ~~4~~, ~~5~~, ~~6~~, and ~~8~~8 of this Schedule; and

(c) (c) following completion of the evaluations undertaken pursuant to Paragraph ~~9.2~~9.2.

Provided That in each case an alternative reporting frequency may be agreed with the Welsh Language **Sub-Engagement** Group from time to time.

~~10.5~~10.6 The Parties agree that relevant aspects of the reporting undertaken pursuant to Paragraph ~~10.1~~10.1 may be shared with local authorities, and education and early years providers including Gwynedd Council, Mudiad Meithrin (Welshmedium early years representative body), Menter Iaith Môn and Grŵp Llandrillo-Menai (subject always to compliance with Data Protection Legislation) and undertake to maintain ongoing dialogue with these bodies to understand and where relevant mitigate the inflow of pre-school age children on local Welsh-medium provision.

SCHEDULE 2 **LEISURE**

"Leisure Centres" means the Amlwch Leisure Centre; the David Hughes Leisure Centre; the Holyhead Leisure Centre and the Plas Arthur Leisure Centre;

"Leisure (Indoor Sports Halls) Contribution" means the contribution set out in ~~[Schedule 2]~~[\[Schedule 2\]](#) of £[2,100,000 (Two Million One Hundred Thousand Pounds)]~~(Indexed)~~;

"Leisure (Outdoor Facilities) Contribution" means the contribution set out in ~~[Schedule 2]~~[\[Schedule 2\]](#) of £~~£~~ 260,000 (Two Hundred and Sixty Thousand Pounds)~~(Indexed)~~;

"Leisure (Swimming Facilities) Contribution" means the contribution set out in ~~[Schedule 2]~~[\[Schedule 2\]](#) of £~~£~~ 1,500,000 -(One Million Five Hundred Thousand Pounds)]~~(Indexed)~~;

1. Leisure Contributions

- 1.1 The following contributions ~~will~~shall be paid by the Developer to the Council ~~upon~~ the first anniversary ~~of~~following Implementation and the Developer covenants not to further Implement the Wylfa Newydd DCO Project until these contributions have been paid:
 - 1.1.1 The Leisure (Indoor Sports Halls) Contribution.
 - 1.1.2 The Leisure (Outdoor Facilities) Contribution.
 - 1.1.3 The Leisure (Swimming Facilities) Contribution.
- 1.2 The Council covenants with the Developer that it will use the Leisure (Indoor Sports Halls) Contribution to:
 - 1.2.1 upgrade the existing indoor sports facilities at the Amlwch Leisure Centre and the Holyhead Leisure Centre within 18 months of receipt of the Leisure (Indoor Sports Halls) Contribution;
 - 1.2.2 improve and expand the car parking facilities at Amlwch Leisure Centre within 18 months of receipt of the Leisure (Indoor Sports Halls) Contribution; and
 - 1.2.3 from Implementation monitor usage of the indoor sports facilities at the Leisure Centres to obtain monitoring data on the usage profile of indoor sports facilities at the Leisure Centres including for example:
 - (a) daily use, peak and off-peak usage, and hourly usage figures; ~~and~~
 - (b) such other matters as may be agreed between the Council and the Developer which will enable an undertaking of the impacts of the Wylfa Newydd DCO Project Workforce on the Leisure Centres.

1.3 The Council covenants with the Developer that it will use the Leisure (Outdoor Facilities) Contribution to:

- 1.3.1 upgrade the existing outdoor multi use games areas at Amlwch Leisure Centre ~~and/or~~ Holyhead Leisure Centre to provide additional 3G standard pitches within 18 months of receipt of the Leisure (Outdoor Facilities) Contribution; and
- 1.3.2 from Implementation monitor usage of the outdoor multi use games areas at Amlwch Leisure Centre ~~and~~ Holyhead Leisure Centre to enable the provision of data which sets out the usage profile of these leisure centres including for example:
 - (a) daily use, peak and off-peak usage, and hourly usage figures; ~~-~~and
 - (b) such other matters as may be agreed between the Council and the Developer which will enable an undertaking of the impacts of the Wylfa Newydd DCO Project on the Leisure Centres.

1.4 The Council covenants with the Developer that it will use the Leisure (Swimming Facilities) Contribution to:

- 1.4.1 undertake alterations to improve, remodel and/or expand the changing facilities at Amlwch Leisure Centre within 18 months of receipt of the Leisure (Swimming Facilities) Contribution; and
- 1.4.2 from Implementation monitor usage of the swimming facilities at Amlwch Leisure Centre to enable the provision of data which sets out the usage profile of these facilities including for example:
 - (a) daily use, peak and off-peak usage, and hourly usage figures; ~~-~~and
 - (b) such other matters as may be agreed between the Council and the Developer which will enable an undertaking of the impacts of the Wylfa Newydd DCO Project on the Leisure Centres.

1.5 The Council covenants with the Developer that it will provide the data collected pursuant to Paragraphs ~~[1.2.3], [1.3.2] and [1.4.2]~~[1.2.3], [1.3.2] and [1.4.2] to the Developer on a [quarterly] basis from Implementation.

Schedule 3
TOURISM

SCHEDULE 3 "WALES TOURISM SURVEYS" MEANS THE WELSH GOVERNMENT'S TOURISM BAROMETER SURVEY¹⁹, WALES VISITOR SURVEY²⁰, AND THE WALES TOURISM ACCOMMODATION OCCUPANCY SURVEY²¹ UNDERTAKEN BY THE WELSH GOVERNMENT; PUBLIC RIGHTS OF WAY

"Tourism Officer" means the suitably qualified and experienced officer employed or contracted by the Council in accordance with [Schedule 3];

"Tourism Officer" Copper Trail (Signage) Contribution means a contribution of £[4065,000] (Forty Sixty-Five Thousand Pounds); payable in accordance with [Schedule 3];

"Copper Trail (Sustrans) Contribution" means a contribution of £[10,000] (Ten Thousand Pounds) payable in accordance with [Schedule 3];

["Local Businesses"] means businesses based in Anglesey, including sole traders and SMEs;]

"PRoW" means a public right of way;

"Tourism (Annual) Contribution" means a **"PRoW Capital Contribution"** means a contribution of £[300,000] (Three Hundred Thousand Pounds) payable in accordance with [Schedule 3];

"PRoW Maintenance Contribution" means a contribution of £[300,000] (Three Hundred Thousand Pounds) payable in accordance with [Schedule 3];

"PRoW Network" means PRoW which are: within 7km of the WNDA; Off-site Power Station Facilities; adjoin the A5025 between Valley and Tregele; or comprise a section of the Wales Coast Path at any location on Anglesey, and which includes associated infrastructure such as information boards, signage and benches;

"Tourism Contribution" means an annual contribution of £[167,000] (One Hundred and Sixty Seven Thousand Pounds) payable in accordance with [Schedule 3];²² [Schedule 3];

"Tourism (WG Annual Monitoring) Officers" means a qualified and experienced strategic tourism officer and a tourism officer employed or contracted by the Council in accordance with [Schedule 3];

"Tourism Officers Contribution" means a contribution of £[40,000] (Forty Thousand Pounds) payable in accordance with [Schedule 3];

¹⁹ <https://gov.wales/statistics-and-research/tourism-barometer/?lang=en>

²⁰ <https://gov.wales/statistics-and-research/wales-visitor-survey/?lang=en>

²¹ <https://gov.wales/statistics-and-research/wales-tourism-accommodation-occupancy-surveys/?lang=en>

²² **CC Note:** the contingency fund has been added on to the Annual payment, so that it forms part of the committed sums to reduce allocation uncertainty. Horizon has made this change on the basis that it is agreed that there is no contingency. If this is not agreed and a contingency fund is required, this sum will revert.

"Tourism Action Plan" means an overarching strategy and action plan to be produced in accordance with Schedule 3;

"Tourism WG Contribution" means a contribution of £[20,000] (Twenty Thousand Pounds) ~~(Indexed)~~ per annum payable in accordance with ~~Schedule 3~~[Schedule 3];

"Visitor Centre" means the permanent visitor centre associated with the Wylfa Newydd DCO Project to be located in the vicinity of the Wylfa Newydd Development Area which will include: main exhibition space including room for an audio-visual element; a Café with food preparation facilities; a multipurpose stakeholder room; education facilities; visitor centre staff facilities/offices and small meeting room; an outside play area; restrooms; and car parking;

"Wales Coastal Path" means [];

"Wales Tourism Surveys" means the Welsh Government's Tourism Barometer Survey 23, Wales Visitor Survey 24, and the Wales Tourism Accommodation Occupancy Survey 25 undertaken by the Welsh Government;

1. **Tourism Action Plan**

- 1.1 Prior to Implementation the Council ~~will~~(through the Strategic Tourism Officer) shall prepare in consultation with the Welsh Government, Gwynedd Council, Destination Anglesey Partnership and the Developer a Tourism Action Plan which will identify local and strategic opportunities and actions to:
 - 1.1.1 safeguard and enhance the image and perception of North Anglesey as a visitor destination;~~and~~
 - 1.1.2 enhance and develop new products, tourism routes and experiences to ensure a robust visitor economy;~~and~~
 - 1.1.3 deliver a programme of measures or works to attract greater visitor numbers to North Anglesey;~~and~~
 - 1.1.4 manage and collate relevant monitoring data such as such as tourism attractions data, STEAM data, or other related or equivalent data on the tourism sector on Anglesey and north wales in order to monitor impacts on tourism as an economic sector;~~and~~ and share that data with the Welsh Government, Gwynedd Council, Destination Anglesey Partnership and the Developer not less than annually;
 - 1.1.5 liaise with Gwynedd Council the Welsh Government where appropriate for joint tourism promotion initiatives; and

²³ <https://gov.wales/statistics-and-research/tourism-barometer/?lang=en>

²⁴ <https://gov.wales/statistics-and-research/wales-visitor-survey/?lang=en>

²⁵ <https://gov.wales/statistics-and-research/wales-tourism-accommodation-occupancy-surveys/?lang=en>

1.1.6 undertake other such matters agreed as between the Council and the Developer which promote or support Anglesey as a tourism destination.

1.2 The Parties agree that the Tourism Action Plan will not require additional expenditure from the Developer in addition to the contributions committed to in this schedule.

1.3 The Council will shall:

1.3.1 publish the Tourism Action Plan (as it may be updated from time to time).

1.3.2 Publish a report annually on the tourism initiatives undertaken and achieved under the Tourism Action Plan.

2. **Tourism Officer Contribution**

2.1 The Tourism Officer Contribution will shall be paid by the Developer to the Council as follows in the following instalments:

2.1.1 the first payment will shall be paid prior to Implementation; and

2.1.2 subsequent payments will shall be paid annually on the anniversary of Implementation thereafter for the duration of the Construction Period, and for the first two years of the Operational Period

2.1.3 and the Developer agrees not to Implement the Wylfa Newydd DCO Project until the first Tourism Officer Contribution payment has been made to the Council.

2.2 The Council will shall use the Tourism Officer Contribution to fund a Tourism Officer for the duration of the Construction Period who will assist the Council in delivering the Tourism Action Plan.

2.3 The Tourism (Annual) Officer will:

2.3.1 coordinate and deliver the Tourism Action Plan;

2.3.2 provide strategic leadership to implement and deliver the Tourism Action Plan;

2.3.3 liaise with the tourism sector on Anglesey to monitor the effects of the Wylfa Newydd DCO Project;

2.3.4 work with the Accommodation Officers to monitor effects of the Wylfa Newydd DCO Project on the tourist accommodation sector;

2.3.5 support and co-ordinate Local Businesses to adapt to the impacts from the Wylfa Newydd DCO Project; and

2.3.6 coordinate training to be offered to Local Businesses which assist them in adapting to the impacts associated with the Wylfa Newydd DCO Project.

3. **Tourism Contribution**

3.1 The Tourism ~~(Annual)~~ Contribution ~~will shall~~ be paid by the Developer to the Council as follows:

- 3.1.1 the first payment ~~will shall~~ be paid prior to Implementation; and
- 3.1.2 subsequent payments ~~will shall~~ be paid:
 - (a) annually on the anniversary of Implementation- for the duration of the Construction Period, and thereafter;
 - (b) annually for a period a two years from the Commencement of Operation of Unit 2,

and the Developer agrees not to Implement the Wylfa Newydd DCO Project until the first ~~-~~ payment has been made.

3.2 The Tourism ~~(Annual)~~ Contribution ~~will shall~~ be applied by the Council to ~~developing~~:

- 3.2.1 ~~Fund and delivering~~ ~~deliver the actions, mitigation, proposals, and enhancements identified in~~ the Tourism Action Plan-; and
- 3.2.2 periodically review and update the Tourism ~~(Action Plan in consultation with [TBC].~~
- 3.2.3 undertake other such matters as agreed between the Council and the Developer which promote or support Anglesey as a tourist destination.

4. **Tourism WG Annual Monitoring) Contribution**

4.1 The Tourism ~~(WG Monitoring)~~ Contribution ~~will shall~~ be paid by the Developer to ~~IACC~~ the Council for onward payment to the Welsh Government (subject to Clause ~~(7)~~(7)) for the purposes of contributing to the Welsh Government costs of part-sponsoring the existing Wales Tourism Surveys ~~-~~ to improve both the sample sizes and regularity of such surveys and where such contribution will be paid as follows:

- 4.1.1 the first payment ~~will shall~~ be paid prior to Implementation; and
- 4.1.2 ~~the~~ subsequent payments ~~will shall~~ be paid:
 - (a) annually on the anniversary of Implementation for the Construction Period; and thereafter
 - (b) annually for a period of four years from the Commencement of Operation of Unit 2,

and the Developer ~~will shall~~ not Implement the Project until the first payment has been ~~made~~.

5. Tourism Monitoring Data

~~5.1 The paid to the Council covenants that it will provide the data collected pursuant to Paragraph [1.1.4] to the Developer, Welsh Government and Gwynedd Council on a [quarterly] basis from [Commencement] for the duration of the Construction Period.~~

6.5. Permanent Visitor Centre

~~6.15.1~~ The Developer ~~will~~shall apply for planning permission for a Visitor Centre within three months of Implementation of the Wylfa Newydd DCO Project or as soon as reasonably possible thereafter, and subject to ~~paragraph [6.2] to [6.4]~~paragraphs [5.2] to [5.4] below will implement such planning permission in order to target opening of the Visitor Centre within ~~two years~~24 months from the grant of planning permission~~– authorizing the development of the Visitor Centre.~~

~~6.25.2~~ If the application for the Visitor Centre is refused by the Council, the Developer will, to the extent reasonably possible, submit amendments to the application in order to ~~meet~~address the reasons for refusal and will progress such an amended application in order to secure~~the~~ planning permission for the Visitor Centre.

~~6.35.3~~ If a planning permission granted for the Visitor Centre is challenged by way of a claim for judicial review, the Developer will support the Council in defending such legal proceedings.

~~6.45.4~~ If despite complying with its obligations in paragraphs ~~[6.1]~~[5.1] to ~~6.3~~[5.3] the Developer is unable to obtain a planning permission for the Visitor Centre within 24 months from the first application for planning permission (or such other date agreed with the Council) or the Visitor Centre has not been opened within 24 months of a planning permission having been issued by the Council then the Developer will meet with the Council to agree alternative provision which may include~~– an equivalent financial contribution or delivery, or a mix thereof.~~

5.4.1 [a financial contribution; and/or

5.4.2 transfer of land; and/or

5.4.3 delivery on an alternative site.]

~~6.55.5~~ The Developer will, (or the Council in the event that it is agreed subject to paragraph 5.4 delivers the Visitor Centre) shall as part of the Visitor Centre site selection and design process~~–~~ consider and aim to:

~~6.5.1~~5.5.1 include a viewing area/ facilities for viewing the WNDA;

~~6.5.2~~5.5.2 include opportunities to link the Visitor Centre to the PRoW Network.

6. PRoW Capital Contribution

6.1 The Developer shall pay the PRoW Capital Contribution to the Council prior to Implementation and the Developer covenants that it will not Implement the Wylfa Newydd DCO Project until this contribution has been paid to the Council.

6.2 The Council shall apply the PRoW Capital Contribution to implementing improvements to the PRoW Network including: undertaking a condition and accessibility survey of the local PRoW Network; creating new PRoW and upgrading existing PRoW; installing information/interpretation boards on or near the PRoW Network which give information about the local area including its history and ecology; additional signage and directional signage for the PRoW Network; additional signage for nature trails; benches; and other matters which will improve the PRoW Network as agreed between the Parties.

7. PRoW Networks Maintenance Contribution

7.1 The Developer shall pay the PRoW Maintenance Contribution to the Council on Implementation and the Developer covenants that it will not Implement the Wylfa Newydd DCO Project until this contribution has been paid to the Council.

8. Copper Trail Contributions

8.1 The Developer shall pay the Copper Trail (Signage) Contribution and the Copper Trail (Sustrans) Contribution to the Council prior to Implementation and the Developer covenants that it will not Implement the Wylfa Newydd DCO Project until these contributions have been paid to the Council.

8.2 The Council shall apply the Copper Trail (Signage) Contribution to:

8.2.1 erect new road signage for the Copper Trail between Cemlyn Bay and Llanfachell along the new route of the Copper Trail and the removal of obsolete signage near Tregele; and

8.2.2 apply any funds from the Copper Trail (Signage) Contribution (that are not required in order to provide this additional signage) to:

(a) improve the signage of the Copper Trail at other locations along its route;

(b) improve other cycle signage in the vicinity of the Wylfa Newydd DCO Project with a focus on the area between Cemlyn Bay and Llanfachell; and

(c) undertake other Copper trail related marketing and promotional events or Copper trail related minor enhancement works.

8.3 The Council shall (subject to Clause [7]) pay Sustrans (or an equivalent successor body) the Copper Trail (Sustrans) Contribution (together with any indexation) for the purpose of updating the Copper Trail leaflet to reflect the permanent diversion of the Copper Trail route between Cemlyn Bay and Llanfachell including the printing of a minimum of 500 updated Copper Trail leaflets for the purposes of replacing existing stocks and making the leaflet a downloadable pdf from the Sustrans website, and otherwise advertising and promoting of cycle routes on Anglesey.

8.4 In the event no Deed of Covenant is entered into with Sustrans (or an equivalent successor body) the council will use the Copper Trail (Sustrans) Contribution to deliver the matters referred to in paragraph [8.3].

SCHEDULE 4

EMPLOYMENT AND SKILLS SERVICE AND SUPPLY CHAIN

"Economic Development Officer Contribution" means the sum of £[80,000] [(Eighty and Ten Thousand Pounds)] ~~(Indexed)~~ towards the provision of ~~an~~up to two Economic Officer Development Officers;

"Economic Development Officer" means ~~an~~ officer ~~or officers(s)~~ employed by the Council in accordance with ~~[Schedule 4];[Schedule 4];~~

"Home Based Workforce" means a member of the Workforce whose primary residence is in the DCCZ and has been since prior to that member of the Workforce's Induction;

"Induction" has the meaning given to it in Schedule 1;

"Jobs and Skills Implementation Plan" means the implementation plan to increase skills relevant for the Wylfa Newydd DCO Project ~~in order to maximise the number of home based members of the Workforce and the operational workforce which is to be developed and updated from time to time in accordance with [Schedule 4];[Schedule 4] and which is intended to maximise the numbers of the Home Based Workforce and the operational workforce;~~

"Supply Chain Action Plan" means the action plan to ~~be developed in accordance with [Schedule 4] and amended and updated from time to time and which is intended to maximise local supplier engagement in the supply chain for the Wylfa Newydd DCO Project developed in accordance with [Schedule 4] as amended and updated from time to time;~~

"Jobs and Skills Contribution" means a total of £[10,000,000] (Ten Million Pounds)] payable in accordance with ~~[Schedule 4];[Schedule 4];~~

"Jobs and Skills (Contingency) Fund" means a total fund of £[2,000,000] (Two Million Pounds)] payable in accordance with ~~[Schedule 4];[Schedule 4];~~

"Jobs and Skills Engagement Group" means the group established in accordance with Schedule 4;

"Supply Chain Portal" means the web-based service hosted by the Developer in partnership with CompeteFor ~~(or an equivalent provider);~~

"WNESS Terms of Reference" means the Terms of Reference for the Wylfa Newydd Employment and Skills Service provided at [Annex 1] to ~~[Schedule 4];[Schedule 4];~~

"Wylfa Newydd Employment and Skills Service" or **"WNESS"** means the collaboration between the Developer, Grŵp Llandrillo Menai, Department of Work and Pensions Wales, the Council and the North Wales Economic Ambition Board/Regional Skills Partnership (or successor bodies thereto) with the aim of promoting and sourcing local employment opportunities in respect of the Wylfa Newydd DCO Project in accordance with the WNESS Terms of Reference;

1. Wylfa Newydd Employment and Skills Service²⁶

~~1.1 The~~ ~~the~~ Parties recognise ~~that~~ the WNESS as the mechanism by which enhancement and mitigation of education and skills training for the local community in respect of Wylfa Newydd DCO Project will be delivered. ~~The WNESS will seek to:~~

1. Wylfa Newydd Employment and Skills Service

1.1 The WNESS shall be comprised of a representative from each of the Developer, Grŵp Llandrillo Menai, Department of Work and Pensions Wales, the Council and the North Wales Economic Ambition Board/Regional Skills Partnership (or successor bodies thereto).

1.2 If following the date of this Deed any of Grŵp Llandrillo Menai, Department of Work and Pensions Wales, or the North Wales Economic Ambition Board/Regional Skills Partnership (or successor bodies thereto) decline to participate in the WNESS then the WNESS shall consist of the Council the Developer and such of Grŵp Llandrillo Menai, Department of Work and Pensions Wales, and the North Wales Economic Ambition Board/Regional Skills Partnership (or successor bodies thereto) who have elected to participate.

1.3 The Developer and the Council agree, in accordance with the WNESS Terms of Reference, that the purpose of the WNESS is to seek to:

~~1.1.1~~^{1.3.1} Ensure the best/most suitable people are able to work on the Wylfa Newydd DCO Project and that it benefits local residents as a result;

~~1.1.2~~^{1.3.2} Provide a point of access into the Wylfa Newydd DCO Project for local people seeking work (including people who have moved away and want to return);

~~1.1.3~~^{1.3.3} Support any employers who lose employees to the Wylfa Newydd DCO Project to backfill their roles; and

~~1.1.4~~^{1.3.4} Guide the provision of training to support these aims.

~~1.2~~^{1.4} The Developer ~~undertakes to~~^{shall} support the WNESS for the duration of the Construction Period in accordance with its obligations set out in the WNESS Terms of Reference including by:²⁷

~~1.2.1~~^{1.4.1} notifying ~~its~~ external job vacancies in relation to the Wylfa Newydd DCO Project to the WNESS;

²⁶ ~~CC Drafting Note: please note that additional Jobs, Skills, Education and supply chain commitments are delivered under the Welsh Language schedule (Schedule 1) see for example the paragraphs on recruitment and careers, engagement with contractors, and the Welsh Language Officer Contribution.~~

²⁷ ~~CC Drafting Note: To be reviewed in light of the WNESS Terms of Reference once finalised including as regards to specific timeframes stated.~~

~~1.2.2~~1.4.2 ~~Using reasonable endeavours to advertise job vacancies in relation to the Wylfa Newydd DCO Project solely via the WNESS.]²⁸ for a period of [two] Working Days prior to advertising complying with other providers [the following general protocol (and using reasonable endeavours to ensure its contractors do the same);:~~

(a) ~~provide~~Ordinarily granting a period of exclusivity of up to [five] Working Days to the WNESS except where:

- (i) ~~there is no realistic prospect of the WNESS being able to fill that vacancy (as advised by the WNESS from its register of prospective workers);~~
- (ii) ~~the vacancy needs to be filled within less than 5 days; and/or~~
- (iii) ~~exceptionally, where Project needs or operational reasons dictate otherwise,~~

and the Developer shall report quarterly to the Jobs and Skills Engagement Group of the number of jobs advertised falling into categories (i) to (iii) above.

~~1.2.3~~1.4.3 ~~Providing two members of staff to support the operation of the WNESS for the duration of the Construction Period;~~

~~1.2.4~~1.4.4 ~~provide~~ing regular updates to the WNESS of its forecasts for future skills needs for the Wylfa Newydd DCO Project; and

~~1.2.5~~1.4.5 ~~provide~~ing space [within its offices on Anglesey]²⁹ for the WNESS to operate from and from which to run class-room based learning.

~~1.3~~1.5 The Council undertakes to support the WNESS for the duration of the Construction Period in accordance with its obligations set out in the WNESS Terms of Reference including by: ³⁰

~~1.3.1~~1.5.1 ~~monitoring the implementation and operation of this Deed~~Schedule;

~~1.3.2~~1.5.2 ~~providing labour market data and other reasonably available labour-related intelligence to the WNESS; and~~

~~1.3.3~~1.5.3 ~~briefing councillors, businesses and local residents of the existence and purpose of the WNESS.~~

~~1.4~~ The Parties agree that neither Party will be in breach of its obligations under Paragraph [1] of this Schedule in the event that the third parties to the WNESS choose not to participate in the WNESS, in which event the Developer and Council, in consultation

²⁸ ~~CC Drafting Note: Under consideration.~~

²⁹ ~~CC Drafting Note: Under consideration.~~

³⁰ ~~CC Drafting Note: To be reviewed in light of the WNESS Terms of Reference once finalised including as regards to specific timeframes stated.~~

~~with the Welsh Government,³¹ will agree in good faith an alternative delivery of the WNESS or the principles contained in the WNESS.~~

2. Jobs and Skills Implementation Plan

2.1 The ~~Parties undertake to develop~~ Developer shall submit the Jobs and Skills Implementation Plan to the Council for ~~years 1-3 of construction of the Wylfa Newydd DCO Project in consultation with the Jobs and Skills Engagement Group to ensure a~~ its approval prior to Implementation and the Developer shall not Implement the Development until the Council has provided the Developer with written confirmation of its approval of the Jobs and Skills Implementation Plan ~~(not to be unreasonably withheld or delayed and where if no agreement is in place prior to Implementation and the Parties agree to thereafter comply with~~ reached with 40 Working Days of submission of the Jobs and Skills Implementation Plan. Clause 12 shall be triggered and an Expert (as defined in that clause) appointed to determine an appropriate Supply Chain Action Plan and the Developer shall be permitted to Implement the Wylfa Newydd DCO Project in advance of a determination under Clause 12).

2.2 The Jobs and Skills Implementation Plan ~~will~~ shall set out the following matters:

2.2.1 ~~Establish~~ processes for identifying opportunities by which the Developer and its contractors and the Council ~~will~~ identify skills and training gaps and opportunities to meet the needs of the Wylfa Newydd DCO Project~~;~~

2.2.2 ~~Identify a programme for delivery of the training to fill the identified~~ skills and training gaps and opportunities, where such training will be delivered by ~~Grŵp Llandrillo Menai and other~~ specialised training partners~~;~~ (including Grŵp Llandrillo Menai);

~~2.2.3 Identify a programme for getting unemployed persons back into the workplace, to be delivered by the Council.~~

~~2.2.4 Fill the identified skills and training gaps and opportunities, where such training will be delivered by Grŵp Llandrillo Menai and other specialised training partners.~~

~~2.2.5~~ 2.2.3 Require monitoring of measures to monitor the impacts of the Wylfa Newydd DCO Project on the local labour market within the DCCZ including displacement and workforce planning in the tourism (including the food sector), health and social care, fire service, education, and construction sectors~~;~~

~~2.2.6~~ 2.2.4 Identify annual key performance indicators ~~towards achieving a~~ to target ~~at least 2,000 Home Based~~ Workforce ~~comprising at least 2000 home-based~~ members ~~by~~ at peak construction~~;~~

~~2.2.7~~ 2.2.5 Monitoring and reporting protocols on key performance indicators~~;~~

³¹ ~~CC Drafting note: Discuss with IACC~~

2.2.82.2.6 ~~Required actions what action and mitigations mitigation measures will be undertaken where should key performance indicators be missed. are not achieved;~~

2.2.9 ~~Processes for working with the WNESS to agree updates to the Jobs and Skills Implementation Plan on a three yearly basis during the Construction Period.~~

2.2.102.2.7 ~~Processes for working with the WNESS Engagement Group to agree a Jobs and Skills Implementation Plan for the Operational Period.;~~

2.2.8 the matters specified and provided by the Council to the Developer in accordance with paragraph 2.3 below; and

2.2.9 any other matter agreed between the Developer and the Council.

2.3 The Developer undertakes to consult with the Jobs and Skills Engagement Group when preparing the Jobs and Skills Implementation Plan and where the Council shall provide the following detail to the Developer for inclusion in the Jobs and Skills Implementation Plan:

2.3.1 a programme and the allocation of the Jobs and Skills Contribution for delivery of the training to fill the identified skills and training gaps and opportunities, where such training will be delivered by Grŵp Llandrillo Menai and/or other specialised training partners;

2.3.2 a programme and the allocation of the Jobs and Skills Contribution for getting unemployed persons back into the workplace, to be delivered by the Council.

2.4 The Jobs and Skills Implementation Plan shall be reviewed by the Developer at least every three years during the Construction Period (and to include the first three years of the Operational Period) from the date that it is first approved or determined (pursuant to paragraph 2.1) on the following basis:

2.4.1 the review shall be carried out by the Developer in consultation with the Jobs and Skills Engagement Group;

2.4.2 the review shall ensure that revised key performance indicators, targets and actions are identified to ensure delivery of these measures over the revised Jobs and Skills Implementation Plan period; and

2.4.3 the revised Jobs and Skills Implementation Plan shall be submitted to the Council for its approval.

2.5 The Developer agrees to adhere to the provisions of the approved Jobs and Skills Implementation Plan throughout the Development (including any Jobs and Skills Implementation Plan revised and approved) in accordance with paragraphs 2.4 and 2.5.

2.32.6 The Parties agree that the Jobs and Skills Implementation Plan will not require additional financial contributions or expenditure from the Developer (other than the administrative or in kind cost to the Developer of delivering the Jobs and Skills Implementation Plan) in addition to the contributions committed to in this schedule.

2.4 The Parties undertake to:

- 2.4.1 Work with the WNESS and the Jobs and Skills Engagement Group to agree updates to the Jobs and Skills Implementation Plan on a three yearly basis during the Construction Period, and where such final update will include identification of further review point(s) during the Operational Period; and**
- 2.4.2 provide such updated Jobs and Skills Implementation Plan to the WNESS and the Jobs and Skills Engagement Group; and**
- 2.4.3 thereafter implement such updated Jobs and Skills Implementation Plan.**

3. Reporting and Monitoring

- 3.1 In addition to monitoring of key performance indicators under the ~~final~~ Jobs and Skills Implementation plan the Council (through the Economic Development Officer) will, including via Grŵp Llandrillo Menai and other training providers engaged, monitor and report to the Jobs and Skills Engagement Group on a six monthly basis on:**
 - 3.1.1 the training programmes delivered;**
 - 3.1.2 the numbers of people put through training programmes;**
 - 3.1.3 the numbers of graduates from training programmes subsequently entering the workplace within [2 months] of completing their programme; and**
 - 3.1.4 other matters agreed with the Jobs and Skills Engagement Group.**

4. Jobs and Skills Contribution

- 4.1 The Jobs and Skills Contribution ~~will~~shall be paid by the Developer to ~~IACC~~the Council as follows:²²**
 - 4.1.1 For onward payment to ~~Grŵp Llandrillo Menai and other specialised~~specialist training partners (which may include Grwp Llandrillo Menai) as set out in Jobs and Skills Implementation Plan or otherwise agreed by the Council and the Developer (subject to Clause ~~74~~71) for the purposes of delivering the training identified in the Jobs and Skills Implementation Plan, the following instalments of the Jobs and Skills Contribution:**
 - (a) a payment of £500,000 (Indexed) prior to Implementation;**
 - (b) a payment of £1,000,000 (Indexed) on the first anniversary of Implementation;**
 - (c) a payment of £1,000,000 (Indexed) on the second anniversary of Implementation;**

²² ~~CC Drafting Note: this is split as between GLM and other training partners and IACC (for unemployed persons) as requested on the call.~~

- (d) a payment of £1,000,000 (Indexed) on the third anniversary of Implementation;
- (e) a payment of £1,000,000 (Indexed) on the fourth anniversary of Implementation;
- (f) a payment of £500,000 (Indexed) on the fifth anniversary of Implementation;
- (g) a payment of £300,000 (Indexed) on the sixth anniversary of Implementation;
- (h) a payment of £150,000 (Indexed) on the seventh anniversary of Implementation;
- (i) a payment of £100,000 (Indexed) on the eighth anniversary of Implementation;

~~4.1.2 For training and return to work programmes in respect of unemployed persons:~~

4.1.2 For administration by the Council in respect of the matters set out in paragraph 4.1.3, the following instalments of the Jobs and Skills Contribution:

- (a) a payment of £500,000 (Indexed) prior to Implementation;
- (b) a payment of £1,000,000 (Indexed) on the first anniversary of Implementation;
- (c) a payment of £1,000,000 (Indexed) on the second anniversary of Implementation;
- (d) a payment of £1,000,000 (Indexed) on the third anniversary of Implementation;
- (e) a payment of £500,000 (Indexed) on the fourth anniversary of Implementation;
- (f) a payment of £100,000 (Indexed) on the fifth anniversary of Implementation;
- (g) a payment of £100,000 (Indexed) on the sixth anniversary of Implementation;
- (h) a payment of £100,000 (Indexed) on the seventh anniversary of Implementation;
- (i) a payment of £50,000 (Indexed) on the eighth anniversary of Implementation.

4.1.3 The Jobs and Skills Contribution for expenditure by the Council pursuant to paragraph [4.1.2] may be applied to:

- (a) training and return to work programmes in respect of unemployed, underemployed and reskilling;
- (b) undertaking worker readiness training;
- (c) establishing communication routes within local communities to enhance awareness of the training and employment opportunities linked to the Development;
- (d) improving the capabilities and flexibilities of the local workforce;
- (e) funding and supporting a suite of evidence based mitigation measures to strengthen the education and training of the local workforce;
- (f) funding courses to fill gaps in the provision appropriate to the operational phases of the Development; and
- (g) funding and supporting mitigation measures during the operational phases of the development.

4.1.34.1.4 For onward payment to Betsi Cadwaladr University Health Board (subject to Clause [7]) a payment of £50,000 (Fifty Thousand Pounds) prior to Implementation for staffing and workforce planning to minimise the impacts of labour churn on its staff, payable by the Developer prior to Implementation;

4.1.5 For onward payment to Public Health Wales To the Council a payment of £50,000 prior to Implementation for staffing and workforce planning to minimise the impacts of labour churn on its staff, payable by within the Council-employed social care sector,

4.1.4—and the Developer prior to Implementation,

and the Developer will shall not Implement the Wylfa Newydd DCO Project until it has made the payments at paragraphs 4.1.1(a), 4.1.2(a), 4.1.3, and 4.1.4 have been made, and 4.1.5 to the Council.

5. Jobs and Skills (Contingency) Fund

5.1 In the event that the annual key performance indicator monitoring undertaken under the Jobs and Skills Plan indicates by is agreed by the Jobs and Skills Engagement Group to indicate at year 2, and/or year 3 and/or year 4 and/or year 5 of the Contribution Period that the Developer is unlikely to will not achieve the target of 2000 home based member of the Home Based Workforce members at peak construction:

5.1.1 the Parties Developer and the Council in consultation with the Jobs and Skills Engagement Group will develop a remedial action plan within 40 Working Days of the decision in paragraph 5.1 the purpose of which is to achieve a minimum of 2000 home based member of the Workforce at peak construction;

5.1.2 the remedial action plan may include mitigation proposals for expenditure up to the maximum of the Jobs and Skills (Contingency) Fund, which will be paid to the Council to be allocated to the Council or Grŵp Llandrillo Menai and other specialised training partners, or otherwise allocated as may be agreed by the Parties in consultation with the Jobs and Skills Engagement Group.

5.1.3 The Developer will release the amount of the Jobs and Skills (Contingency) determined pursuant to paragraph [5.1.2] within [10 Working Days] of a written request by the Council to the Developer under this paragraph.

6. **Jobs and Skills Engagement Group**

6.1 From Implementation the Developer and the Council agree to constitute a Jobs and Skills Engagement Group.

6.2 ~~The Parties agree that~~³³ the invited membership of the Jobs and Skills Engagement Group will be a representative from each of the Council, the Developer, the Welsh Government, Department of Work and Pensions Wales, North Wales Economic Ambition Board and Grŵp Llandrillo Menai.

6.3 ~~The Parties agree that~~³³ If following invitation, the Welsh Government and/or Department of Work and Pensions Wales and/or North Wales Economic Ambition Board and/or and Grŵp Llandrillo Menai decline to respond or to participate in the Jobs and Skills Engagement Group then the Jobs and Skills Engagement Group shall consist of the Council the Developer and such of the Welsh Government, Department of Work and Pensions Wales, North Wales Economic Ambition Board and Grŵp Llandrillo Menai who have elected to participate.

6.3.4.1 The duties and responsibilities of the Jobs and Skills Engagement Group are:

6.3.4.1 ~~To~~³⁴ To monitor the implementation of the obligations on behalf of the Developer and the Council as set out in this Schedule³⁵;

6.3.4.2 ~~R~~³⁶ Review monitoring returns provided to it in accordance with paragraph [3.1]³⁷;

6.3.4.3 ~~T~~³⁸ To input into the development and updating of the Jobs and Skills Implementation Plan³⁹;

6.3.4.4 ~~T~~⁴⁰ To input into the development of a remedial action plan (pursuant to paragraph 5) (if needed~~41~~); and

6.3.4.5 ~~T~~⁴² To feed back to the Parties any issues relating to jobs, and skills and training as seen from the representatives' areas of expertise.

³³ ~~CC Drafting Note: Consider with IACC whether the text of its DoC with WG and GC should oblige them to participate in the engagement group~~

7. Apprenticeships

~~7.1~~ The Developer ~~will and will shall~~ require its contractors and sub-contractors to use their reasonable endeavours to target:

~~7.1.1 An an~~ average of ~~at least~~ 2.3% of the on-site construction Workforce (taken as proportion of both manual and non-manual workforce on-site) for the Wylfa Newydd DCO Project are employed as apprentices on formal apprentice frameworks or standards, ~~and whereby~~:

7.1 It is agreed in respect of the obligation at paragraph [7.1] that:

~~(a) 7.1.1~~ This percentage will be measured against a target against the Full Time Equivalent (FTE) total on-site construction Workforce taken at the start of the relevant reporting year;

~~(b) 7.1.2~~ In meeting the target the Developer (and its contractors and sub-contractors) may include existing apprentices already employed with a view to maintaining ongoing employment; and

~~(c) 7.1.3~~ An apprentice may only be reported against the percentage target for the duration of their apprenticeship or after completion of an initial apprenticeship in the event they undertake a further higher level apprenticeship.

~~7.1.2 7.2~~ The parties recognise that in meeting the percentage target set out above the Developer must always prioritise the health and safety of the Workforce, and must have due regard to the delivery of quality apprenticeships and that apprentice posts are created within the workforce in a way that is consistent with the overall needs of the Wylfa Newydd DCO Project and individual employers within the supply chain.

~~7.2 The Developer will expand its existing Wylfa Newydd DCO Project Technical Apprenticeship Scheme throughout the Construction Period with the aim of targeting 20% of the site based operational workforce being graduates from the Wylfa Newydd DCO Project Technical Apprentice Scheme.~~

8. Supply Chain Action Plan

~~8.1 The Parties undertake to develop~~ Developer shall submit the Supply Chain Action Plan ~~to the Council for the construction of the Wylfa Newydd DCO Project in consultation with the Welsh Government to ensure a Supply Chain Action Plan is in place~~ its approval prior to Implementation and the ~~Parties agree to thereafter comply with~~ Developer shall not Implement the Development until the Council has provided the Developer with written confirmation of its approval of the Supply Chain Action Plan (not to be unreasonably withheld or delayed and where if no agreement is reached with 40 Working Days of submission of the Supply Chain Action Plan.

~~8.28.1 The Clause 12 shall be triggered and an Expert (as defined in that clause) appointed to determine an appropriate Supply Chain Action Plan will and the Developer shall be permitted to Implement the Wylfa Newydd DCO Project in advance of a determination under Clause 12).~~

8.2 The Supply Chain Action Plan will:

- 8.2.1 Identify the Wylfa Newydd DCO Project activities requiring supply contracts.
- 8.2.2 Outline the minimal standards to be eligible for contracting.
- 8.2.3 Ensure that appropriate sustainability criteria is specified to ensure sustainable supply chains.
- 8.2.4 Outline measures to operate and maintain the Supply Chain Portal.
- ~~8.2.3~~8.2.5 Require publication of ~~invitations to tender~~expressions of interest to local eligible suppliers.
- ~~8.2.4~~8.2.6 Enable local suppliers to register their interest in supplying the Wylfa Newydd DCO Project and apply for available tender invitations.
- ~~8.2.5~~8.2.7 Facilitate engagement between the Developer and individual suppliers.
- ~~8.2.6~~8.2.8 Establish annual key performance indicators and monitoring and reporting protocols on key performance indicators.
- 8.2.9 Include appropriate review mechanisms to ensure that the Supply Chain Action Plan can be reviewed and amended to ensure the effective and efficient delivery of the measures set out within it.
- ~~8.2.7~~8.2.10 Require the Developer to make relevant supply chain opportunities and information available as early as possible to the Council, Welsh Government and Gwynedd Council to enable local suppliers to ensure business readiness to access the supply chain for the Wylfa Newydd DCO Project.

8.3 The Parties agree that the Supply Chain Action Plan will not require additional expenditure from the Developer in addition to the contributions committed to in this schedule—save as may be agreed between the Developer and the Council where key performance indicators are not being met.

8.4 The Developer shall adhere to the provisions of the approved Supply Chain Action Plan for the duration of the Construction Period.

9. Supply Chain Portal

9.1 The Developer ~~undertakes that it will~~shall operate and maintain the Supply Chain Portal in accordance with the Supply Chain Action Plan during the Construction Period (or such other period agreed between the Developer and the Council).

10. Monitoring and reporting

10.1 The Developer will~~shall~~ monitor and ~~report~~ on the operation and effectiveness of the Supply Chain Portal to the Council on a ~~[quarterly basis]~~ or other such reasonable period agreed with the ~~Council~~ for the duration of the Construction Period (or such period agreed pursuant to Paragraph ~~[9.1]~~:[9.1]).

10.2 As part of the Developer's monitoring and reporting obligation under paragraph 10.1 the Developer shall require its contractors to provide it, and the Developer will provide the Council with the following detail:

- 10.2.1 the number of supply chain contracts awarded in respect of the Development;
- 10.2.2 the geographic location of the businesses awarded the supply chain contracts;
- 10.2.3 the financial value of the supply chain contracts awarded; and
- 10.2.4 the nature of the services awarded as part of the supply chain contracts.

~~10.2~~10.3 The Parties agree that the Council may publicise or share the reports received from the ~~Developer~~ pursuant to paragraph ~~10.1~~10.1 provided that the detail is not confidential or commercially sensitive in nature (as advised by the Developer).

~~10.3~~10.4 The Developer ~~will~~shall have due regard to any recommendations made by the Council or the Welsh Government in terms of:

- ~~10.3.4~~10.4.1 updating the Supply Chain Action Plan; and/or
- ~~10.3.2~~10.4.2 improving the operation of the Supply Chain Portal.

11. Economic Development Officer Contribution

11.1 The Economic Development Officer Contribution ~~will~~shall be paid by the Developer to the Council ~~as follows~~in the following instalments:

- 11.1.1 the first payment ~~will~~shall be paid prior to Implementation; and
- 11.1.2 subsequent payments ~~will~~shall be paid annually on the anniversary of Implementation thereafter for the duration of the Construction Period,

and the Developer agrees not to Implement the Wylfa Newydd DCO Project until the first payment has been made.

11.2 The Council ~~will~~shall apply the Economic Development Officer Contribution to employ ~~up to~~ two Economic Development Officers.

11.3 The Developer ~~will~~shall prior to Implementation appoint and/or name an internal economic development liaison point of contact whose ~~job~~ role include working with the Council's Economic Development Officers to achieve the matters set out in paragraph ~~10~~11.4.

11.4 The Economic Development Officers ~~must~~shall work with the Developer to:

- 11.4.1 represent the Council and local businesses in engaging with Developer's supply chain in respect of the Wylfa Newydd DCO Project;
- 11.4.2 engage ~~with the STEM Gogledd Project with or other related education engagement projects in relation to~~ the Wylfa Newydd DCO Project;
- 11.4.3 engage with the WNESS;

- 11.4.4 liaise with potential inward investors and supply chain related businesses to identify barriers and opportunities to realising economic growth and/or benefits within the KSA;
- 11.4.5 liaise with Welsh Government economic officers to promote supply chain capacity and access at a regional level;
- 11.4.6 monitor the effectiveness of the Supply Chain Action Plan;
- 11.4.7 work and engage with the Jobs and Skills Engagement Group;
- ~~11.4.6~~11.4.8 work as a strategic partner of the Wales Nuclear Forum on the Supply Chain engagement programme; and
- ~~11.4.7~~11.4.9 monitor the operation and effectiveness of the Supply Chain Portal.

ANNEX 1

WNESS ~~TERMS OF REFERENCE~~Terms of Reference

--- DRAFT ---

Wylfa Newydd Employment and Skills Service

Terms of Reference

The parties to these Terms of Reference are [tbc]:

Isle of Anglesey County Council, Gwynedd Council, Conwy County Borough Council, Department of Work and Pensions Wales, North Wales Economic Ambition Board, Grwp Llandrillo Menai, Careers Wales and Horizon Nuclear Power Wylfa.

Overview

The Wylfa Newydd Employment and Skills Service (WNESS) is a key part of Horizon and its partners' plans to ensure the Wylfa Newydd project delivers, and is seen to deliver, benefits for local residents and especially those living closest to the site on Anglesey.

These Terms of Reference confirm the framework for the joint working between Horizon Nuclear Power (HNP), Grwp Llandrillo Menai (GLLM), Department of Work and Pensions Wales (DWP), Isle of Anglesey County Council (IACC) and North Wales Economic Ambition Board/ Regional Skills Partnership (NWEAB/ RSP) for the operation of the WNESS.

They build on the work done to date in the trial phase of the WNESS and confirms the aim of promoting and sourcing employment opportunities at Wylfa Newydd for local residents and to help employers who lose staff to Wylfa Newydd to fill relevant vacancies.

The WNESS has been identified through consultation with stakeholders as part of the DCO/ planning process as a key mitigation required to bridge the gap between the Wylfa Newydd project, key local public sector employment and training stakeholders and the local workforce who would like to seek an opportunity to work on the programme. Similar programmes have been delivered on large infrastructure projects such as HMG Berwyn Prison Wrexham, Hinkley Point C, Crossrail and Sellafield.

Horizon's commitments to the operation of the WNESS will be secured through the DCO S106 agreement. They include commitments for resourcing, office space and operational input from contractors, including Bechtel, Horizon's main contractor and working with DWP to deliver the Portal. These are summarised later in this document.

The WNESS (and by extension these Terms of Reference) will operate from prior to the first implementation of the DCO consent throughout the construction phase. Both the Services and these Terms will be reviewed after three years of operation and with the agreement of the parties may be amended.

Purpose

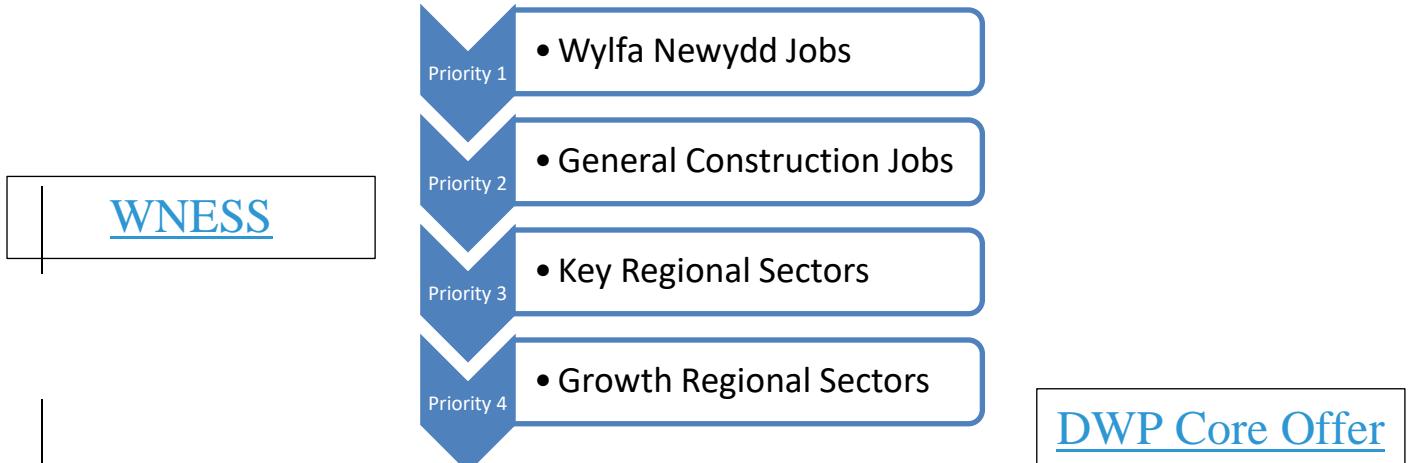
The WNESS will provide a mechanism to achieve key aims of the project for both Horizon and local stakeholders. These include:

- Ensuring the best/most suitable people are able to work on the Project and that it benefits local residents as a result
- Provide a point of access into the project for local people seeking work (including people who have moved away and want to return)
- Support employers who lose employees to the project to backfill their roles
- Guiding the provision of training to support these aims

The WNESS will match potential job seekers to suitable vacancies. If there are any barriers which would prevent these individuals from successfully applying for their desired role on the Wylfa Newydd project, support would be available to help such individuals overcome those barriers. That support will be provided by a range of provided and will be funded by Horizon's Skills Fund and a range of other sources.

The WNESS would also look more broadly than the Wylfa Newydd project at roles which may be created locally as a result of individuals taking roles on the Wylfa Newydd project in preference to existing employment. In this respect, the WNESS is a key mitigation against wider labour market effects as the WNESS will be able to look ahead to ensure that, as far as possible, there is a pipeline of suitably qualified and skilled workforce to take up these existing roles thus minimising the socio-economic impacts of the Wylfa Newydd project.

The WNESS will prioritise filling vacancies on the project as well as supporting the wider



regional skills strategy through backfilling other vacancies and through links with DWP's "core" offer.

The performance against these aims and objectives will be monitored and reviewed by the Steering Group.

Roles and responsibilities

The Wylfa Newydd Employment and Skills Service work stream through these Terms of Reference has a responsibility to:

1. Each party will have shared goals to attract, maintain and develop the WNESS.
2. All parties will operate in an open and transparent environment wherever commercial considerations allow.
3. All parties will share knowledge, news, opportunities and market intelligence freely between all parts of the respective delivery service.
4. All parties agree to utilise their respective databases to ensure news and opportunities are widely distributed in a wide and timely manner and enable to promote relevant and appropriate business opportunities.
5. Regular meetings and communication will take place between the parties. The intention will be to have monthly meetings to assess progress.
6. Provide monitoring and other information to the Jobs & Skills Group [TBC] including requests for funding support
7. Develop a shared communications plan that will
 - a. Raise awareness of the project amongst local residents (including people who have left but may want to return home)
 - b. Ensure there are links with other relevant organisation (such as Careers Wales)
 - c. Where appropriate help all parties will highlight each other's involvement in events and projects via logos, web links and other appropriate marketing media. Appropriate consultation and agreement will be made so as not to compromise either party's Intellectual Property rights
8. On grant of the DCO all parties will review partnership objectives in light of political and organisational developments and prepare for the launch of the full WNESS.
9. All statutory planning matters are outside the scope of these Terms of Reference. Horizon's commitments will be secured through the S106

Specifically, Horizon (and its supply chain) will [tbc]:

- Provide updated skills forecasting to the WNESS on a regular basis
- Advertise all external vacancies through the WNESS
- Agree a period of exclusivity for vacancies advertised through the WAS that is appropriate for each type of vacancy
- Provide two members of staff to support the operation of the WNESS
- Provide a front door to the project, including space on-site for the WNESS to operate from and to run classroom-based learning and working with DWP to deliver the Portal

DWP will [tbc]:

- Use of DWP systems/processes to ensure vacancies are advertised to target groups
- DWP will engage with partners including 3rd sector and training providers to increase local residents' skills to maximise their opportunities to be ready for work
- Building local Jobcentre Plus capacity to support referrals through outreach activities
- Provide additional resources (an increase from one member of staff to up to four [tbc])

IACC will [tbc]:

- monitor implementation of the S106;
- provide labour market and other intelligence;
- brief councillors and local residents

GLLM will [tbc]:

- Provision of a training adviser

Governance and Accountability

Representatives of the partners will be invited to attend the WNESS Steering Group. The work stream provides an opportunity to work collaboratively with a wide range of stakeholders. The work stream is responsible for monitoring delivery of the WNESS and resultant action plan.

The Steering Group will report to the Wylfa Newydd Jobs & Skills Co-ordination Group and through that to the Programme Board/Oversight Panel (TBC).

Confidentiality

Each organisation will wish to ensure that the information it supplies to others is subject to appropriate safeguards in order to avoid prejudicing its interests. Each organisation accepts that in certain circumstances a duty of confidence may arise and will between themselves respect legal and political requirements of confidentiality. Each organisation can only expect to receive information if it treats such information with appropriate discretion. In particular, the partner organisations accept:

- a) It is for the partner providing the information to state what, if any, restrictions there should be upon its usage;
- b) Each partner will treat information which it receives in accordance with the restrictions which are specified as to its usage.

Reconciliation of Disagreement

Any disagreements will normally be resolved amicably at working level. If this is not possible, issues will be escalated to the Jobs & Skills Working Group and if necessary through them to the Programme Board/Oversight Panel (TBC).

Termination

This agreement is not legally binding and may be terminated by either party giving to the other at least 90 days notice in writing without the need to give any reason. In that event neither party

shall have any rights against the other arising out of or in consequence of such termination, provided that the termination shall not affect any prior rights either may have under this agreement.

Status of the Terms of Reference

This memorandum is a statement of intent and should not be interpreted as a binding agreement. It does not create legal obligations between the parties. Horizon's commitments are secured through the DCO S106.

Sign Off

Isle of Anglesey County Council,

Gwynedd Council,

Conwy County Borough Council

Department of Works And Pension Wales,

North Wales Economic Ambition Board,

Grwp Llandrillo Menai

Careers Wales

and

Horizon Nuclear Power Wylfa

SCHEDULE 5 WORKER ACCOMMODATION

"Accommodation Officer" means ~~the~~ suitably qualified and experienced persons employed or contracted by the Council pursuant to Paragraph ~~[3] of [Schedule 5]; [5] of [Schedule 5];~~

"Accommodation Officers Contributions" means the annual contributions set out in Paragraph ~~[3] of [Schedule 5]; [Schedule 5];~~

"Accommodation (Contingency) Fund" means a total fund of £~~51,500,000,000~~ (Five One Million Five Hundred Thousand Pounds) which ~~may~~shall be allocated in accordance with of Schedule [6];

"Available and Suitable Accommodation" means accommodation which is or will be available for occupation by the Workforce and which meets the following minimum criteria:

(a) [TBC]

"Phasing Strategy" means the document certified as the phasing strategy by the Secretary of State under article 76 (Certification of plans, etc.) of the DCO;

"WAMS Oversight Board" means the board established to oversee the operation of the Worker Accommodation Management Service pursuant to Schedule 5;

"Workforce Accommodation Management Service" or **"WAMS"** means the service established pursuant to Paragraph ~~[1] of [Schedule 5]; [Schedule 5]~~ in accordance with the WAMS Terms of Reference attached at Annex 1 to ~~[Schedule 5]; [Schedule 5];~~

• **"Worker Accommodation Portal"** means the web-based portal for monitoring accommodation choices of the Workforce pursuant to schedule ~~[Schedule 5] which will enable accommodation providers to register available and suitable accommodation (which includes the Site Campus); [Schedule 5];~~

- ~~the Workforce to search for accommodation that meets their needs;~~
- ~~the Workforce to be put in contact with the accommodation providers or their agents;~~

"Worker Accommodation (Annual) Contribution" means the annual sum of £~~£100,000~~ (One Hundred Thousand Pounds) ~~([BCIS Indexed])~~ payable in accordance with ~~[Schedule 5]; [Schedule 5];~~

"Worker Accommodation (Capacity Enhancement) Contribution" means the sum of £~~1013,500,000 (Ten (Thirteen) Million Five Hundred Thousand Pounds)~~ ([BCIS Indexed]) paid in accordance with ~~[Schedule 5]; [Schedule 5];~~

1. **Workforce Accommodation Management Service**

1.1 ~~The Prior to Implementation the~~ Developer ~~undertakes that it will~~shall establish the Workforce Accommodation Management Service ~~prior to Implementation and in~~

accordance with the WAMS Terms of Reference and shall thereafter operate it for the duration of the Construction Period.

- 1.2 The Developer ~~undertakes that it will~~shall require all members of the Workforce to register with the Workforce Accommodation Management Service.
- 1.3 ~~The~~Prior to Implementation the Developer ~~undertakes that it will~~shall appoint and work with a managing agent (the "Agent") to ensure the operation of the Workforce Accommodation Management Service during the Construction period (or such other period agreed between the Developer and the Council).

2. WAMS Oversight Board

- 2.1 From Implementation the Developer and the Council agree to constitute the WAMS Oversight Board.
- 2.2 The ~~Parties agree that~~³⁴ the invited membership of the ~~constitute the~~ WAMS Oversight Board will~~shall~~ be a representative from each of the Council, the Developer, Welsh Government and Gwynedd Council.
- 2.3 ~~The Parties agree that the~~If following invitation Gwynedd Council or the Welsh Government decline to respond or to participate in the WAMS Oversight Board then the WAMS Oversight Board shall consist of the Council the Developer and such of Gwynedd Council and/or the Welsh Government who have elected to participate.

2.3.2.4 The duties and responsibilities of the WAMS Oversight Board are:³⁵

- 2.3.1.2.4.1 To oversee the operation of the Workforce Accommodation Management Service.
- 2.3.2.2.4.2 To report on the operation and effectiveness of the Workforce Accommodation Management Service to the Parties on a [quarterly basis] (or other such reasonable period agreed between the Parties) for the duration of the Construction Period (or such period agreed with the Parties).
- 2.3.3.2.4.3 To receive and review accommodation data provided to it in accordance with paragraphs ~~[4.4] and [8]~~[4.4] and [8].
- 2.3.4.2.4.4 To liaise with the Council on the expenditure of the Worker Accommodation Annual Contribution.
- 2.3.5.2.4.5 To ~~feed back to~~notify the Parties of any issues relating to accommodation as seen from the representatives' areas of expertise.

³⁴ ~~CC Drafting Note: Consider with IACC whether the text of its DoC with GC should oblige GC to participate in the engagement group~~

³⁵ ~~CC Drafting Note: to avoid confusion with multiple groups, the WAMS oversight group is essentially operating as the (old) accommodation group.~~

3. **Worker Accommodation Portal**

- 3.1 The Developer ~~undertakes that it will open~~shall prior to Implementation establish and bring into operation the Worker Accommodation Portal ~~prior to Implementation~~.
- 3.2 The Worker Accommodation Portal ~~will~~shall enable:
 - 3.2.1 accommodation providers to register aAvailable and ~~suitable accommodation~~Suitable Accommodation (which includes the private landlords, tourist accommodation operators, and the Site Campus operator);
 - 3.2.2 the Workforce to search for ~~accommmodation~~Available and Suitable Accommodation that meets their needs; and
 - 3.2.3 the Workforce to be put in contact with the ~~accommmodation~~ providers of Available and Suitable Accommodation or their agents;
- 3.3 The Developer ~~undertakes that it will~~shall work with the Agent (as defined in paragraph ~~[1.34]~~[1.31]) to ensure the operation of the Worker Accommodation Portal in accordance with the Workforce Accommodation Strategy for the duration of the Construction Period.

4. **Site Campus Occupancy Targets**

- 4.1 The Developer ~~eovenants to~~will target an average occupancy rate of the Site Campus of 85%. failing which the obligations in paragraph 4.3 of this Schedule shall apply.
- 4.2 For the purposes of this Deed:³⁶
 - 4.2.1 the occupancy rate is defined as a room within the Site Campus which has been let to a member of the Workforce (~~whether or not a person is physically in occupation~~ and who is in occupation (and for the purposes of this provision a person shall be considered to be in occupation notwithstanding they may be absent for weekends, holidays and other routine absences normally associated with the occupation of accommodation); and
 - 4.2.2 the occupancy percentage ~~will~~shall be based on the number of rooms available within a particular phase of the Site Campus (as defined in the Phasing Strategy); and
 - 4.2.3 the occupancy rate in respect of each phase (as defined in the Phasing Strategy) will start to be calculated 6 months from the opening of that phase, and then be calculated over a 3-month rolling period thereafter.
- 4.3 If monitoring undertaken by the Developer indicates that occupancy of the Site Campus is below 85% for more than ~~any~~ three month period then the Developer ~~will act~~shall notify the Council in writing ("Notice") of the measures it is taking to incentivise take up of the Site Campus ~~through measures such as pricing (which may include accommodation price reductions)~~ and ~~marketing or other~~have regard to comments

³⁶ ~~CC~~ **Drafting Note:** For further discussion including with Horizon. Note this para relates to the build-up of workers to peak construction; further discussion required is required for shutdown of Site Campus.

received from the Council within 14 Working Days of the Notice and such measures specified in the Notice (ss amended having regard to the Council's comments) shall be implemented within [7 days] of receipt of the Council's comments save that nothing shall prevent the Developer from implementing incentives agreed with the Council earlier prior to that date.

4.4 The Developer ~~undertakes to~~shall share the occupancy data with the WAMS Oversight Board on a rolling three month basis from the opening of the Site Campus.

5. Accommodation Officers Contributions

5.1 The Accommodation Officers Contributions ~~will~~shall be paid by the Developer to the Council ~~as follows:~~²⁷in the following instalments:

- 5.1.1 the first instalment of £[80,000] [(Eighty Thousand Pounds)] ~~will~~shall be paid prior to Implementation;
- 5.1.2 the second and third instalments of £[80,000] [(Eighty Thousand Pounds)] shall each~~will~~ be paid on the first and second anniversary of Implementation respectively;
- 5.1.3 the fourth, fifth and sixth instalments of £[120,000] [(One Hundred and Twenty Thousand Pounds)] shall each~~will~~ be paid on the third, fourth and fifth anniversary of Implementation respectively; and
- 5.1.4 the seventh, eighth and ~~eight~~ninth instalments of £[80,000] [(Eighty Thousand Pounds)] shall each ~~will~~ be paid on the sixth~~and~~, seventh and eighth anniversary of Implementation respectively.

5.2 The Accommodation Officers Contributions ~~will~~shall be applied by the Council to fund the employment of up to three Accommodation Officers during the Construction Period who will:

- 5.2.1 sit one of whom will be the Council's representative on the WAMS Oversight Board;
- 5.2.2 monitor and manage via engagement with the WAMS Oversight Board and with the Developer the placement of non-home based members of the Workforce to ensure that placement with vulnerable persons is avoided and other Safeguarding measures are appropriately considered;
- 5.2.3 ~~deliver~~lead the delivery of and ~~manage~~management of the annual programme of works required in accordance with paragraph ~~[7.3]~~[7.3] and the expenditure of the Worker Accommodation (Annual) Contribution and Worker Accommodation (Capacity Enhancement) Contribution; and
- 5.2.4 liaise with Gwynedd Council and Conwy Council to ensure a collaborative approach to monitoring accommodation matters relating to the Project;

²⁷ ~~CC Drafting Note: please note that this comprises 2 officers for years 1 to 3; 3 officers for peak construction years 3-6; 2 officers years 7-9.~~

5.2.5 undertake such other matters which may be as agreed withbetween the ~~Developer~~Parties and the WAMS Oversight Board from time to time.

6. Worker Accommodation (Annual) Contribution

6.1 The Worker Accommodation (Annual) Contribution ~~will~~shall be paid by the Developer to the Council annually for a period of six years or for the duration of the Construction Period (whichever is shorter) ~~as follows~~in the following instalments:

- 6.1.1 the first annual instalment ~~will~~of £100,000 (One Hundred Thousand pounds) ~~shall~~ be paid prior to Implementation;
- 6.1.2 the second to fifth annual instalments (if payable) each of £100,000 (One Hundred Thousand Pounds) shall be paid annually thereafter on the anniversary of Implementation.

6.2 The Council ~~undertakes that~~shall apply the Worker Accommodation Annual Contribution ~~will be applied~~ towards the cost of:

- 6.2.1 monitoring instances of homelessness and housing displacement within the DCCZ as a result of the Wylfa Newydd DCO Project and working with Gwynedd Council and Conwy Council to undertake such monitoring;
- 6.2.2 establishing and operating community programmes that assist with managing housing and accommodation demands and prevention of homelessness including help with downsizing;
- 6.2.3 monitoring accommodation enforcement issues within the KSA such as unlawfully sited caravans caused by the Wylfa Newydd DCO Project, and working with Gwynedd Council and Conwy Council to undertake such monitoring;
- 6.2.4 undertaking such other matters as may be agreed between the Parties and the WAMS Oversight Board from time to time.

7. Worker Accommodation (Capacity Enhancement) Contribution

7.1 The Worker Accommodation (Capacity Enhancement) Contribution ~~will~~shall be paid by the Developer ~~as follows~~in the following instalments:

- 7.1.1 ~~75~~95% to the Council as follows:
 - (a) 10% ~~to~~shall be paid prior to Implementation;
 - (b) 45% ~~to~~shall be paid on the first anniversary of Implementation; and
 - (c) 45% ~~to~~shall be paid on the second anniversary of Implementation,
- 7.1.2 ~~20~~10% to the Council for onward payment to Gwynedd Council (subject to Clause ~~77~~71) as follows:
 - (a) 10% ~~to~~shall be paid prior to Implementation;

- (b) 45% ~~to shall~~ be paid on the first anniversary of Implementation; and
- (c) 45% ~~to shall~~ be paid on the second anniversary of Implementation,

7.1.3 ~~5% [●]%~~ to the Council for onward payment to Conwy Council (subject to Clause ~~7.1~~^{7.1}) prior to Implementation as follows:

- (a) 10% ~~to shall~~ be paid prior to Implementation;
- (b) 45% ~~to shall~~ be paid on the first anniversary of Implementation; and
- (c) 45% ~~to shall~~ be paid on the second anniversary of Implementation,

and the Developer ~~will shall~~ not Implement the Wylfa Newydd DCO Project until the payments in clauses ~~7.1.1(a), 7.1.2(a)~~^{7.1.1(a), 7.1.2(a)} and ~~7.1.3(a)~~^{7.1.3(a)} have been paid.

7.2 The Council undertakes that it will, and will require Gwynedd Council and Conwy Council to:

7.2.1 apply each payment of the Worker Accommodation (Capacity Enhancement) Contribution towards ~~the~~ initiatives to ~~ensure achieve an~~ adequate supply of local housing provision ~~for use by the Workforce which shall be 1,875 bed spaces by peak construction~~ having regard to the ~~Wylfa Newydd DCO Project as indicative expenditure~~ set out in Tables 1 and 2 below; ~~in Annex 2 to this [Schedule 5]~~; and

7.2.2 achieve value for money both in respect of individual initiatives and across the application of the whole of the Worker Accommodation (Capacity Enhancement) Contribution balancing more and less expensive interventions as appropriate.

~~7.2.3~~ *Table 1: Type of spend for delivery of new bed spaces*

-	Share of spending	Spend per unit (average)	Units	Bed spaces required to be delivered by the Council, Gwynedd Council and Conwy Council by year 5 of construction
Empty Homes	£5,000,000	£20,000	250	725
Minor grants (latent accomm)	£500,000	£1,000	-	500
Market efficiency (rental deposits, downsizing)	£500,000	£5,000	100	260

New build (PRS or owner occupied)	£4,000,000	£40,000	100	260
Total	£10,000,000	-	450	1,745

~~7.2.4 Table 2: Geographical spread of spend for new bed spaces required to be delivered~~

Location of new bedspaces	Percentage of Spend	Managing council
Anglesey North	40%	The Council
Anglesey West	20%	The Council
Anglesey South	15%	The Council
Menai Mainland	25%	Gwynedd Council and Conwy Council

7.3 The WAMS Oversight Board in consultation with Conwy Council ~~will shall~~ agree an annual programme of works (["Annual Programme of Works"](#)) which ~~must shall~~:

- 7.3.1 be finalised within six months (or other timeframe agreed between the Parties) of receipt of the payment set out in ~~Schedule 15 paragraph 6; [Schedule 14] paragraph [6];~~
- 7.3.2 identify how the Council, Gwynedd Council and Conwy Council will apply the Worker Accommodation (Capacity Enhancement) Contribution in accordance with Paragraph [7.2]; [and having regard to Tables 1 and 2 in Annex 2 to this Schedule 5;](#)
- 7.3.3 identify key performance indicators ~~demonstrating by year and 6 month intervals which demonstrate~~ acceptable progress to delivering the capacity enhancement ~~identified in accordance with Paragraph [7.2]; to reach a minimum of [1,875] new bed spaces at peak construction;~~ and
- 7.3.4 identify regular reporting dates from the Council, Gwynedd Council and Conwy Council to the Developer, not to be less than quarterly from the date of the finalisation of the ~~annual programme~~[Annual Programme](#) of ~~w~~Works.

7.4 The Parties agree that there will be ~~an annual review~~[6 monthly reviews](#) by the ~~Developer and the Council~~[WAMS Oversight Board](#) of the key performance indicator monitoring undertaken under the ~~annual programme~~[Annual Programme](#) of ~~w~~Works where in the event that the key performance indicator monitoring undertaken under the ~~annual programme~~[Annual Programme](#) of ~~w~~Works demonstrates at ~~years~~[either the end of construction year 2, or at any time during construction year 3 and/or 4](#) of the Construction Period that ~~the Council and~~[a minimum of \[1,875\] new bed spaces at peak](#)

construction is not meeting its delivery targets~~unlikely~~ to achieve 1,745 new bed spaces at peak construction~~be met~~:

7.4.1 The WAMS Oversight Board ~~will~~shall develop a remedial action plan the purpose of which is to achieve a minimum of 1,745 new~~875~~new bed spaces at peak construction.

7.4.2 The remedial action plan:

(a) ~~Will~~shall identify where additional capacity~~where~~ can be provided, the timeframes in which that capacity can be achieved, and the costs of achieving that capacity where in each case the remedial action plan:

- (i) ~~must~~shall seek to achieve this outcome within the existing financial contributions paid and where lower cost interventions which can deliver capacity faster such as latent accommodation grants and empty home refurbishment are agreed to be preferable to higher cost and slower interventions such as providing new build are preferred; and
- (ii) ~~must~~shall have regard to utilising existing capacity in the tourism sector including caravans.

(b) May include mitigation proposals for additional expenditure of up to 20% of the maximum of the Accommodation (Contingency) Fund~~;~~; at the Developer's sole discretion.

(e) Will identify, where key performance indicator monitoring demonstrates that~~the~~ 1,745 new bed spaces is likely to be missed by more than X %, that the Developer may clawback up to X % of the Worker Accommodation (Capacity Enhancement) Contribution, at the Developer's sole discretion where the Developer must use that sum to deliver an equivalent number of new bed spaces.

7.5 ~~The Parties acknowledge that~~Save in the circumstances in paragraph 7.7 the Developer ~~will~~shall have the first right of refusal for rental at a market rent of any new Residential Units or bed spaces delivered in conjunction with the Worker Accommodation (Capacity Enhancement) Contribution for the duration of the Construction Period. ~~[Nominations period to be agreed³⁸]~~

7.6 [Nominations period to be agreed]

7.7 The Developer shall not have first right of refusal in respect of new bed spaces which are Affordable Housing where those bed spaces have been delivered as part of a wider delivery of new build bed spaces pursuant to the Annual Programme of Works.

³⁸~~CC Drafting Note: WG/IACC D4 rep to be discussed.~~

8. **Accommodation Monitoring Data** *~~Discuss data with IACC~~*

8.1 The Council ~~undertakes that it will~~shall from {Commencement} until the end of the Construction Period provide all reasonably requested and available data regarding local accommodation capacity, homelessness, and displacement both within Anglesey and from Anglesey into Gwynedd to the WAMS Oversight Board on a {quarterly basis} or other such reasonable period agreed with the WAMS Oversight Board.

8.2 The Developer ~~undertakes that it will~~shall from Implementation via the WAMS and the Worker Accommodation Portal for the Construction Period monitor the Workforces' accommodation choices including the location of the accommodation and the type of accommodation and ~~will~~shall provide such monitoring data to the WAMS Oversight Board on a {quarterly basis} or other such reasonable period agreed with the WAMS Oversight Board.

8.3 The Parties agree that the WAMS Oversight Board may share the monitoring data with the Welsh Government and the North Wales Police, subject always to Data Protection Laws.

9. **Accommodation (Contingency) Fund**

9.1 ~~[The Principles of release:~~

~~9.1.1 Horizon will release the Accommodation (Contingency) Fund where PRS demand by the Workforce:³⁹~~

- ~~(a) exceeds 505 bed spaces in Anglesey North;~~
- ~~(b) exceeds 489 bed spaces in Anglesey South;~~
- ~~(c) exceeds 497 bed spaces in Anglesey West;~~
- ~~(d) exceeds 1062 bed spaces in Menai Mainland;~~

~~and the Council supplies evidence that such exceedance is causing an increase in homelessness and/or PRS rent increases.~~

³⁹ ~~CC Drafting Note: This correlates to (a) the existing PRS headroom identified in the ES, and (b) the additional bed spaces which can be achieved with the capacity enhancement contributions where spent in accordance with tables 1 and 2 above.~~

9.1 ~~Where the rate of release will be £7,000⁴⁰ per member of the Workforce above the demand stated in 9.1.1, up to a maximum available for release where:~~

9.1.1 ~~The monitoring data provided to the WAMS Oversight Board pursuant to paragraph [8] demonstrates to the reasonable satisfaction of a majority of the WAMS Oversight Board that:~~

(a) ~~any of the areas of Anglesey West, Anglesey North, Anglesey South or Menai Mainland (as shown in Figure 6.1 of the Workforce Accommodation Strategy) have received more than [20%] more members of the Workforce than forecast in the PRS or owner-occupied sectors as shown in the table below; and~~

<u>Area</u>	<u>Number in PRS</u>	<u>Number in Owner-Occupied</u>
<u>Anglesey North</u>	<u>239</u>	<u>235</u>
<u>Anglesey South</u>	<u>161</u>	<u>116</u>
<u>Anglesey West</u>	<u>274</u>	<u>166</u>
<u>Menai Mainland</u>	<u>226</u>	<u>83</u>

(b) ~~there is reasonable evidence (as demonstrated to the reasonable satisfaction of the WAMS Oversight Board) of housing market stress such as above average increases in:~~

- (i) ~~house prices;~~
- (ii) ~~private rents;~~
- (iii) ~~homelessness;~~
- (iv) ~~the use of bed and breakfast and temporary accommodation;~~
- (v) ~~the use of discretionary housing payments;~~
- (vi) ~~housing waiting lists; requests for assistance from Shelter and Citizens Advice Cymru; and~~
- (vii) ~~other indicators as appropriate.~~

9.1.2 ~~A majority of the WAMS Oversight Board otherwise determines an adverse effect on accommodation within the KSA as a result of the Wylfa Newydd DCO~~

⁴⁰~~CC Drafting Note: Based on the figures in the table 1 above where a 3 bed empty home can be brought back in to use for £20,000, having regard also to a latent accommodation spend of £1000 per bed space, and that the rate of release at Hinkley was £5,000.~~

Project which can be appropriately mitigated through a release of the Accommodation (Contingency) Fund.

9.2 The~~In~~determining release of the Accommodation (Contingency) Fund the WAMS Oversight Board must have regard to:

9.2.1 a standard rate of release being £7,000 per member of the Workforce above the level stated in [7.1.1(a)];

9.2.2 the timing of the release within the Construction Period and the potential for further demands on the Accommodation (Contingency) Fund.

9.3 In the event the WAMS Oversight Board directs a release of the WAMS Oversight Board it must notify:

9.3.1 the Developer ~~will not be obliged to make any of~~ the quantum and the date for such payment ~~under this paragraph where~~ to be made to the Council (such date not to be less than 10 Working Days from the date of the notice); and

9.3.2 the Council ~~has failed to comply with its delivery targets under paragraph [7.2].~~ of the beneficiary of the sum which may require onward payment to Gwynedd Council and/or Conwy Council in each case subject to Clause [7]).

10. Restriction on Occupation

The Developer covenants with the Council that the Site Campus shall only be occupied throughout the Construction Period by the Workforce and for the avoidance of doubt families, friends and relatives of the Workforce shall not be permitted to occupy the Site Campus during the Construction Period.

ANNEX 1

WAMS Terms of Reference

--DRAFT --

Introduction

1. In order to manage the impact of temporary construction workers seeking accommodation during the construction of Wylfa Newydd, Horizon and IACC have agreed to establish the Portal.
2. Following responses received through Pre-Application Consultation (PAC) and further discussion with stakeholders through the Focus Groups, it has been agreed that this will form part of a wider WAMS.
3. The Service will include the operation of the Portal, but also extend to a wider range of activity to ensure the Portal is able to function properly and meet its aims and objectives. This will include working with accommodation providers to ensure there is a sufficient supply of appropriate accommodation that workers can use that is affordable, of a high enough standard and in the right locations. It will also mean collecting monitoring data and reporting on it to stakeholders and using that data to help guide workers' choices and avoid adverse impacts on local communities, including facilities and services.
4. This paper sets out the draft Terms of Reference for the WAMS as they stand following PAC3. They will be subject to further discussion and will be agreed by Horizon, Welsh Government and the local authorities. Whilst IACC has taken the lead in developing the Portal, it is Horizon's intention that it will operate across Gwynedd as well as modelling suggests that some workers will seek accommodation there.

Principles

5. Horizon and IACC have been working to agree principles for how the service - and the Portal itself - will operate and what it is seeking to achieve. The draft principles are:
 - There is a need to ensure that construction workers' accommodation provision does not have significant adverse effects on the local housing and tourism markets.
 - Bed spaces need to be managed and it is agreed the Portal is the method for doing so. Contracts will be a private matter between workers and providers - the role of the Portal is to match them, not to contract between them.
 - The Portal will become operational before the DCO main construction work commences on site.
 - The Portal will only be used for the duration of the DCO construction works.

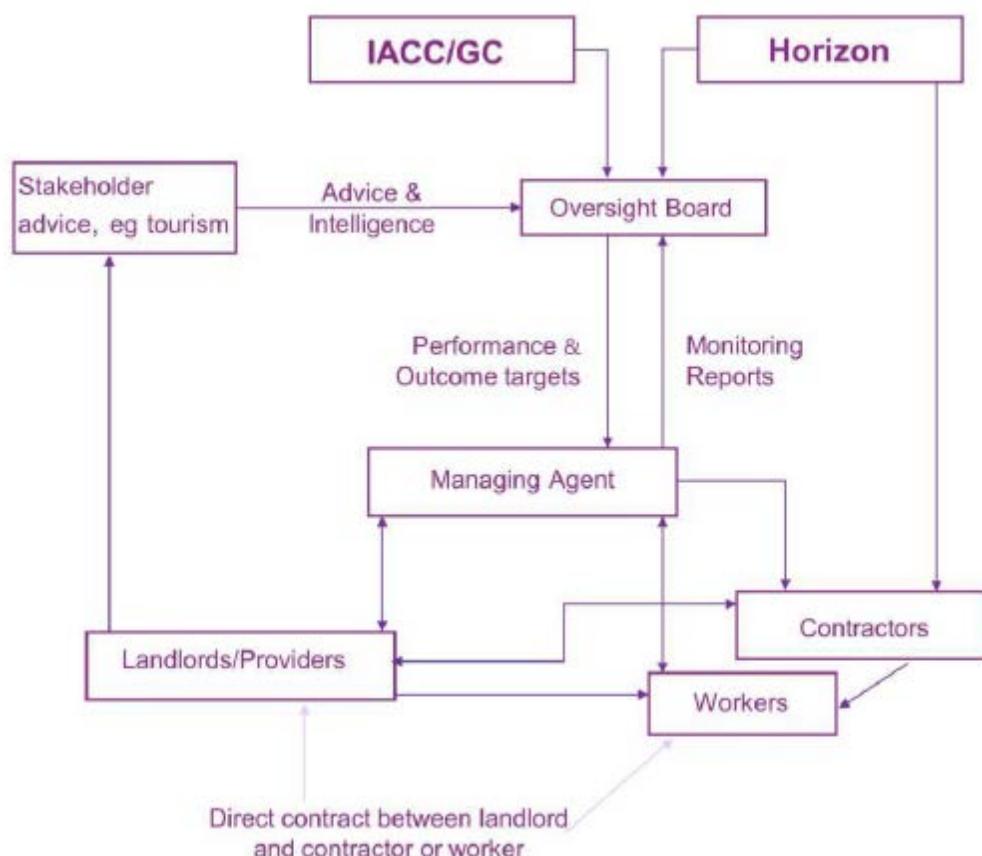
- Awarding and managing a contract to run the service will be the responsibility of either Horizon or Menter Newydd (which will be decided at a later date).
- The Oversight Board Oversight Board will remain independent of both Menter Newydd and the Portal agent. This is critical to ensuring corrective action can be required of Menter Newydd and then the Portal agent.
- The service will need to ensure there is a mechanism to draw on local knowledge and intelligence.

6. The development of a social lettings agency will not be part of the Portal but could be developed alongside it to ensure a continued supply of accommodation for all local residents including the more vulnerable.

7. It is agreed that the operation of the service and portal should not be done by either the local authorities or Horizon, but should be delivered by a third party under guidance from an Oversight Board. The Board will set performance targets for both the operation of the Portal and the outcomes it achieves.

8. The detail of the proposed structure requires further work to define the precise role of Horizon and the EPC contractor, and to allow for the involvement of Gwynedd Council in whose area workers may also live. The indicative structure for the Service is as follows:

Figure A1: Draft Structure of the Service



Purpose

9. The aim of the Service is as follows:

"To ensure that Wylfa Newydd construction workers can access accommodation that best meets their needs (in terms of costs, standards etc) in ways that minimise the impacts on existing communities."

10. It will do that by:

- Maintaining a database of suitable properties offered by landlords and providers, including Horizon's own Site Campus.
- Providing a means for workers to search for housing that meets their needs and be put in contact with the property owners or their agents.
- Capturing and recording data about the choices of workers, and providing reports on this data to be used by the Board for management purposes.

Roles & Responsibilities

11. The Oversight Board will have local authorities and Horizon (and potentially the EPC Contractor) as members and may draw on the expertise of, for example, accommodation providers including private landlords and representatives from the tourism sector or any expertise as required.
12. The local authorities and Horizon will jointly set objectives for the Board and the Agent and performance criteria for the Agent. The performance targets will include both operational criteria (such as levels of use by contractors and workers) and outcome targets (such as avoiding over- use of accommodation in certain sectors and locations) and will need to reflect the commercial needs of the project as well as the needs of the community. To support this, it will receive reports from the Agent on the level of usage (i.e. it will track what proportion of workers are using the Service) and on the locations and types of accommodation that workers have chosen.
13. It will also need to receive reports on wider impacts on local communities, including on community cohesion, social infrastructure, Welsh language and culture etc. Where, based on agreed objective criteria, these are being adversely affected (or where they are close to that point) the Board may request the Agent not to advertise further properties in those areas for a period of time.
14. These criteria will need to be made publicly available, so providers understand in advance that they may not be able to use the Service for periods of time.
15. Horizon will be responsible for awarding and managing the contract with the Agent and for ensuring that its contractors and sub-contractors comply with the relevant obligations to use the service. It may choose to do this through the EPC Contractor
16. Further work needs to be done to understand whether the EPC's site- access database system can be connected to the Portal and enable enhanced monitoring of workers' accommodation and journeys to site.
17. There will also be some categories of workers for whom using the Portal will not be appropriate, including those who buy property and settle permanently in

the area, and those staying with friends and family. However, the WAMS will be required to report on the number of workers not using the Service.

18. The Portal Agent will be required to:

- Manage the booking system for the Site Campus.
- Liaise with providers to ensure an adequate supply of appropriate accommodation.
- Maintain an online database of suitable and affordable accommodation to guarantee places for Wylfa workers.
- Ensure all accommodation meets the relevant standards.
- Match workers with accommodation that best meets their needs (taking into account potential impacts on the local community).
- Record data about the workers' choices and report on it to the Board.
- To operate the Portal to agreed performance standards.

19. This will involve both a technology solution (the Portal itself) and a service to liaise with providers and ensure that enough are attracted to use the Service and that they meet the necessary legal standards.

20. The Portal itself will need to be able to

- Allow providers to keep information on the availability of their accommodation up to date;
- Provide search functionality so that workers can identify locations, cost, types of accommodation and services that meet their needs;
- Provide reports on the take-up of different types of accommodation in different locations - potentially including early warning when identified thresholds are being approached;
- Limit accommodation being offered in locations and/or sectors that the Board has determined should be limited;
- Offer web and potentially smartphone app functionality;
- Maintain data security and comply fully with relevant data protection legislation; and
- Have a bi-lingual option.

ANNEX 2

Indicative expenditure of Worker Accommodation (Capacity Enhancement) Contribution

Table 1: Indicative type of spend for delivery of new bed spaces

	<u>Anticipated share of contribution</u>	<u>Spend per unit (average) applied to reach overall anticipated share of contribution</u>	<u>Number of units anticipated can be delivered</u>	<u>Number of bed spaces anticipated can be delivered by year 5 of construction utilising the contribution</u>
<u>-</u>				
<u>Empty Homes</u>	<u>£3,000,000</u>	<u>£20,000</u>	<u>150</u>	<u>375</u>
<u>Minor grants (latent accomm)</u>	<u>£500,000</u>	<u>£1,000</u>	<u>-</u>	<u>500</u>
<u>Market efficiency (rental deposits, downsizing)</u>	<u>£500,000</u>	<u>£5,000</u>	<u>100</u>	<u>250</u>
<u>New build (PRS or owner occupied)</u>	<u>£10,400,000</u>	<u>£35,000</u>	<u>300</u>	<u>750</u>
<u>Total</u>	<u>£10,000,000</u>		<u>550</u>	<u>1,875</u>

Table 2: Intended geographical spread of spend for new bed spaces

<u>Location of new bed spaces</u>	<u>Percentage of Spend</u>	<u>Managing council</u>
<u>Anglesey North</u>	<u>50%</u>	<u>The Council</u>
<u>Anglesey West</u>	<u>30%</u>	<u>The Council</u>
<u>Anglesey South</u>	<u>20%</u>	<u>The Council</u>

SCHEDULE 6 EDUCATION

"**Education Contribution**" means the contribution of £[1,000,000] [(One Million Pounds)] ~~(indexed)~~ in accordance with ~~[Schedule 6];~~ [Schedule 6];

"**Education Strategy**" means the strategy prepared by the Council in accordance with Schedule 6;

"**Education (Contingency) Fund**" means a total fund of £[1,500,000] [(~~Three~~One Million Five Hundred Thousand Pounds)] which may be allocated in accordance with ~~[Schedule 6];~~ [Schedule 6];

"**Induction**" has the meaning given to it in Schedule 1;

"**Local Schools**" means ~~[Statutory Foundation Phase Nursery provision, state]~~ primary and state secondary schools within the ~~local authority areas of Anglesey, Gwynedd and Conwy;~~ Council's administrative boundary;

"**Non Home Based Workforce**" has the meaning given to it in Schedule 1;

"**Workforce Children**" ~~means school aged children who are dependants of members of the Workforce who were not resident in Anglesey, Gwynedd or Conwy and whose children did not attend schools in Anglesey, Gwynedd or Conwy prior to Implementation~~ has the meaning given to it in Schedule 1;

1. Education Strategy

1.1 The Developer ~~will~~ shall submit written notification of its education engagement activities during the Construction Period to the Council prior to Implementation ~~agree~~ and the Developer shall not Implement the Development until the Developer has provided the Council with ~~the Council education strategy which confirms~~ this written notification.

1.2 ~~The Developer's engagement~~ The Council shall prepare an Education Strategy in consultation with the Developer within six months from Implementation, where the Education Strategy shall include details of the following:

1.1.1.2.1 ~~Measures that the Developer shall undertake to engage with the five secondary schools and 47 primary schools on Anglesey as well as the wider region~~ to publicise and encourage opportunities linked to the Wylfa Newydd DCO Project (where such actions must be those provided pursuant to paragraph 1.1 or otherwise agreed by the Developer).

1.1.2 ~~The engagement of the Developer and its Tier 1 Contractor with the STEM Gogledd Project.~~

1.1.3 ~~The Developer's delivery of the existing 'Work Insight Week', or an equivalent scheme, to young people (where "Work Insight Week" means the Developer's tailored week long Council's strategic programme for Year 11, 12 and 13 students from schools in Anglesey, Gwynedd and Coleg Menai which provides~~

~~students with an insight into the Wylfa Newydd Project and its opportunities for young people).~~

1.1.41.2.2 ~~The Council's proposed and timing for expenditure of the Education Contribution (in accordance with paragraph 2.2)~~2.2 and delivery of improvements to physical capacity, teaching capacity, or transport capacity, STEM teaching equipment, and other strategic delivery items identified by the council as required to avoid adverse effects as a result of the Workforce Children attending Local Schools].

1.2.3 Periodic reviews of the Education Strategy which shall occur in consultation with the Developer.

1.3 The Developer and the Council shall comply with the Education Strategy (as updated from time to time) for the duration of the Construction Period.

2. Education Contribution

2.1 The Education Contribution ~~will shall~~ be paid by the Developer to the Council as followsin the following instalments:

2.1.1 10% (Ten Percent) shall be paid prior to Implementation; and

2.1.2 90% the remaining 90% (Ninety Percent) shall be paid prior to the first anniversary of Implementation,

and the Developer ~~agrees shall~~ not ~~to~~ Implement the Wylfa Newydd DCO Project until ~~this the first~~ payment has been made.

2.2 The Council ~~covenants with the Developer that it will shall~~ use the Education Contribution to prepare a programme for earlythe following purposes:

2.2.2.1~~to increase or improve school capacity enhancement within Local Schools in Anglesey and deliver capacity enhancement within timeframes appropriate to avoid impacts arising from (including any necessary building or construction works to increase such capacity) and classroom resources where required in order to accommodate the Workforce Children attending such schools, and where capacity enhancement is likely to include:~~

2.2.1~~improving the retention of teachers and school staff and increasing the supply of new teachers and school staff;~~

2.2.2~~improve training and support for existing and new teachers and school staff;~~

2.2.3~~providing additional resources to teachers including access to equipment, kits, workshops and live programmes for all learners; and~~

2.2.2~~monitor the effects of the Wylfa Newydd DCO Project on the Local Schools employing additional teaching staff and undertaking incentives (including training and skills improvements) to strengthen and attract teachers into the profession where additional teachers are required as a result of the Workforce Children;~~

- 2.2.3 to increase or improve classroom resources where required in order to accommodate the Workforce Children;
- 2.2.4 to increase or improve school capacity (including any necessary building or construction works to increase such capacity) and classroom resources where required in order to accommodate the Workforce Children;
- 2.2.5 ensuring adequate resource for special needs learners among the Workforce Children including physical provision and additional staff training (such as special education courses) where that is required as a result of the Workforce Children who are special needs learners;
- 2.2.6 to increase or improve classroom resources where required in order to accommodate the Workforce Children;
- 2.2.7 monitoring in accordance with ~~Paragraph [3]~~paragraph [3];
- 2.2.8 to increase or improve school bus transport to Local Schools where required as a result of the Workforce Children.

3. Monitoring of the Local Schools

- 3.1 The Council ~~undertakes that it will~~shall from Implementation until the end of the Construction Period monitor the number of Workforce Children enrolling in Local Schools on Anglesey by monitoring the available supply of ~~primary and secondary school~~Local Schools places ~~within Anglesey~~ and provide a capacity report to the Developer within 10 Working Days of the end of each school ~~term~~year.
- 3.2 The ~~Council shall request equivalent data to that in paragraph 3.1 from Gwynedd Council and Conwy Council, and where received provide that to the~~ Developer ~~undertakes that it will~~within 10 Working Days of the end of each school term.
- 3.3 The Developer shall monitor the numbers of Workforce Children ~~as part of the operation of~~pursuant to the Workforce Accommodation Management Strategy ~~Workforce Management Portal (pursuant to [Schedule 5])~~commitments in [Schedule 5] and provide such data to the Council on a quarterly basis or such other period agreed with the Council ~~and the Council shall take this information into account when it produces its report pursuant to Paragraph 3.1.~~

4. Release of Education (Contingency) Fund

- 4.1 In the event ~~that~~ the education monitoring data ~~provided~~produced by the Council pursuant to ~~Paragraphs [2.1] and [2.2]~~paragraph [3.1] above, or provided to the ~~Developer and the~~ Council by Gwynedd Council or Conwy Council, ~~shows evidence demonstrating~~pursuant to paragraph [3.2] above demonstrates enrolment of Workforce Children at ~~a~~Local Schools (~~or school located at state schools~~ in Gwynedd or Conwy) which is at or exceeding 95% capacity the Developer ~~will pay~~shall be liable to ~~the~~ Council a portion of the Education (Contingency) Fund ~~(up to the maximum amount of the Education (Contingency) Fund)~~ calculated as follows:

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

Where

~~Where~~

- A is the number of pupils ~~over 95%~~ attending Local Schools which takes the capacity ~~at a Local School~~ to over 95%;
- B is the per capita (per pupil) fee of £6,000;⁴⁺
- C is the sum to be paid by the Developer to the Council~~.~~.

4.2 Where a portion of the Education (Contingency) Fund is determined to be released pursuant to paragraph 4.1:

4.2.1 The Developer will provide its calculations and apportionment of the Education (Contingency) Fund to be released to the Council for its written approval and shall pay the approved sum within 10 Working Days of receipt of the written approval.

4.2.2 Where the apportioned Education (Contingency) Fund is in relation to Local Schools in Gwynedd or Conwy, the Council shall (subject to Clause [7]) pay such sums onward to Gwynedd Council or Conwy Council in accordance with the Deed of Covenant with those parties.

4.2.4.3 The Parties agree that the Council may ~~utilise~~ the Education (Contingency) Fund for:

~~4.2.1~~ funding special needs provision at Local Schools;

~~4.2.2~~ 4.3.1 ~~[pre-school provision]~~; or state schools operating in Gwynedd or Conwy, and

~~4.2.3~~ 4.3.2 ~~funding~~ associated support services for Local Schools or state schools operating in Gwynedd or Conwy in respect of matters relating to Safeguarding,

in each case where ~~material~~ additional demand is demonstrated to have been placed on ~~those~~ such existing services as a result ~~Workforce Children~~ and provided that where the Council ~~proposes~~ to utilise the Education (Contingency) Fund for these matters the Council must:

~~4.2.4~~ 4.3.3 provide its evidence of material additional demand to the Developer;

~~4.2.5~~ 4.3.4 provide its intended quantum of drawdown from the Education (Contingency) Fund and allocation of that sum;

~~4.2.6~~ 4.3.5 allow the Developer 20 Working Days to comment on that evidence and spend;

⁴⁺~~CC Drafting Note: based on table 5 https://gov.wales/docs/statistics/2018/180705_local-authority-budgeted-expenditure-schools-2018-19-en.pdf~~

~~4.2.7~~4.3.6 have reasonable regard to the Developer comments prior to allocating the sums.]

[For further discussion with IACC]

~~4.3~~4.4 Release of funds from the Education (Contingency) Fund will close at the end of the Construction ~~p~~Period.

SCHEDULE 7

TRANSPORT

"A5025 Highway Improvements" means the Offline Road Works and the ~~Online~~ Highways Works~~;~~;

"Logistics Centre" means the temporary secure facility from where deliveries to the Site during construction would be managed;

~~**"Online Highways Works"**~~ means the works defined in planning permission ~~[•]~~~~[•]~~;

"Road Condition Survey Area" means the area shown on Plan 1M comprising:

- that part of the A5025 between the proposed Power Station Access Road Junction and the existing Magnox junction through Tregele;
- Dalar Hir Junction 4:- the dumbbell roundabouts interchange, including the circulatory routes and the on/off slip roads from the A55;~~and the section of the A5 between the dumbbell roundabout and the proposed exit junction for the Dalar Hir Park and Ride];~~
- Valley Junction 3: the dumbbell roundabout interchange, to including circulatory routes and on/off slip roads from A55 and the A5 west to the entrance to the Freight Yard;
- Parc Cybi Junction 2: the Tymawr dumbbell Interchange, including circulatory routes and on/off slip roads to A55, the -A5153 south from Tymawr roundabout to -Parc Cybi roundabout and Parc Cybi road to entrance of the Logistics site at parc Cybi;
- [the identified area in Llanfachraeth on the A5025];

"Traffic and Transport Management Strategy" means the traffic and transport management strategy set out in the Wylfa Newydd CoCP;

"Transport Engagement Group" means the group established in accordance with Schedule 7;

"Transport Officer" means ~~the~~ a suitably qualified and experienced transport consultant employed or contracted by the Council in accordance with ~~[Schedule 7]~~; [Schedule 7];

"Transport Officer Contribution" means the annual sum of £[40,000] (Forty Thousand Pounds) ~~(Indexed)~~ towards the provision of a Transport Officer;

"Transport (Annual) Contribution" means ~~a~~an annual contribution of £[100,000] (One Hundred Thousand Pounds) payable in accordance with ~~Paragraph [2] of~~ ~~[Schedule 7]~~[Schedule 7];

"Transport (Additional Mitigation) Contribution" means a total fund of £[1,300,000] (One Million Three Hundred Thousand Pounds) which may be allocated in accordance with ~~[Schedule 7]~~[Schedule 7];

"Transport (Road Safety) Contribution" means the sum of £[50,000] (Fifty Thousand Pounds) [~~Indexed~~] towards the funding of a road safety campaign as described in [\[Schedule 7\]](#); [\[Schedule 7\]](#).

1. **Transport Officer Contribution**

1.1 The Transport Officer Contribution ~~will~~shall be paid by the Developer to the Council as followsin the following instalments:

1.1.1 the first instalment willof £40,000 (Forty Thousand Pounds) ~~shall~~ be paid prior to Implementation;

1.1.2 the second and subsequent ~~payments~~willinstalments each of £40,000 (Forty Thousand Pounds) ~~shall~~ be paid annually on the anniversary of Implementation thereafter for the duration of the Construction Period,

and the Developer ~~agrees~~shall not ~~to~~ Implement the Wylfa Newydd DCO Project until the first ~~-~~payment has been made.

1.2 The Council ~~will~~shall use the Transport Officer Contribution to fund the employment of a Transport Officer who will:

1.2.1 institute, advise on, and analyse traffic surveys;

1.2.2 manage traffic order and enforcement and issues such as fly parking which may be caused by the Wylfa Newydd DCO Project; and

1.2.3 undertake other matters which may be agreed with the Developer from time to time.

2. **Transport (Annual) Contribution**

2.1 The Transport (Annual) Contribution ~~will~~shall be paid by the Developer to the Council as followsin the following instalments:

2.1.1 the first instalment willof £100,000 (One Hundred Thousand Pounds) ~~shall~~ be paid prior to Implementation;

2.1.2 the second and subsequent payments willeach of £100,000 (One Hundred Thousand Pounds) ~~shall~~ be paid annually on the anniversary of Implementation thereafter for the duration of the Construction Period,

and the Developer ~~agrees~~shall not ~~to~~ Implement the Wylfa Newydd DCO Project until the first ~~-~~payment has been made.

2.2 The Council ~~will~~shall use the Transport (Annual) Contribution to [discuss]:

2.2.1 undertake additional traffic surveys (including speed surveys) required in respect of the Wylfa Newydd DCO Project;

2.2.2 fund traffic orders required by the Wylfa Newydd DCO Project;

- 2.2.3 fund enforcements and management costs for traffic issues such as fly parking caused by the Wylfa Newydd DCO Project;
- 2.2.4 fund improvement of bus stops on Class A and Class B roads in the vicinity of Wylfa Newydd where necessary to improve them a standard suitable for use as part of the Wylfa Newydd DCO Project;
- 2.2.5 fund traffic management measures on neighbouring roads to help prevent rat-running;
- 2.2.6 fund walking and cycling improvements to routes near or adjacent to the A5025 between Valley and Wylfa (other than those being funded pursuant to Schedule 3);
- 2.2.7 fund urban realm works at Valley Crossroads (including re-setting traffic lights, undertaking road markings);
- 2.2.8 fund additional officer capacity in times of peak demand; and
- 2.2.9 other matters which may be agreed with ~~IACC~~ the Developer from time to time.

3. Transport (Road Safety) Contribution

- 3.1 The Transport (Road Safety) Contribution ~~will shall~~ be paid by the Developer to the Council for the purposes of funding ~~a~~ road safety campaign from Implementation until the completion of the A5025 Highway Improvements (as notified by the Developer to the Council in writing within 14 days following completion) prior to Implementation and the Developer ~~will shall~~ not Implement the Wylfa Newydd DCO Project- until the payment has been made.
- 3.2 The Council ~~will shall~~, in consultation with ~~relevant stakeholders~~the Transport Engagement Group, undertake detailed planning of the road safety campaign to ensure a multi-agency campaign.
- 3.3 The Parties agree that:
 - 3.3.1 The road safety campaign target audience would be all road users on the A5025 between Valley and the site entrance to the power station, including:
 - (a) drivers of HGVs servicing the Wylfa Newydd DCO Project
 - (b) the public (including those walking or cycling); and
 - (c) the Workforce.
 - 3.3.2 The road safety campaign would use a range of methods including (but not limited to) publicising information, operating briefings at the Logistics Centre, school presentations, and speed checks including:
 - (a) During weekday evenings 19:00 to 23:00 and Saturday 08:00 to 13:00.

(b) At key locations including:

- (i) the areas of the future bypasses in Valley, Llanfachraeth, Llanfaethlu and Cefn Coch;
- (ii) junctions or crossings of the A5025 used by footpaths, NCN Route 5; the Copper Trail, or between Llanfaethlu and the Black Lion Inn.

4. **Release of the Transport (Additional Mitigation) Contribution**

4.1 The Transport (Additional Mitigation) Contribution ~~will shall~~ be paid by the Developer as follows:

- 4.1.1 £900,000 (Nine Hundred Thousand Pounds) to the Council, payable in ~~equal~~ annual instalments of £100,000 (One Hundred Thousand Pounds) per annum for nine years with the first payment payable prior to Implementation and the second and subsequent payments paid annually on the anniversary of Implementation and which ~~will shall~~ be made available to Gwynedd Council where traffic monitoring undertaken pursuant to paragraph [2 and 6] indicates that is appropriate; and
- 4.1.2 £400,000 (Four Hundred Thousand Pounds) to the Council for onward payment to the Welsh Government (subject to Clause ~~[7]~~[7]) payable in ~~equal~~ annual instalments of £44,444.44 (Forty Four Thousand Four Hundred and Forty Four Pounds) per annum for nine years with the first payment payable prior to Implementation and the second and subsequent payments paid annually on the anniversary of Implementation,

and the Developer ~~will shall~~ not implement the Wylfa Newydd DCO project until the first payment under paragraphs 4.1.1 and 4.1.2 have been ~~paid~~ made to the Council.

4.2 The ~~Parties agree that~~Transport Engagement Group may require release of the Transport (Additional Mitigation) Contribution ~~can be expended to deliver mitigation which may be identified where:~~

4.2.1 ~~in accordance with paragraph 5~~respect of the local road network in Anglesey or Gwynedd:

4.2(a) ~~the monitoring undertaken pursuant to [section 5.10] of the Wylfa Newydd COCP demonstrates, and which that traffic from the Wylfa Newydd DCO Project is not either exceeding committed vehicle limits or is otherwise funded by the Transport Officer Contribution, causing or likely to cause a significant adverse effect and the Transport (Annual) Contribution, or~~ Engagement Group has developed mitigation actions required to be undertaken which require expenditure of the Transport ~~(Road Safety) Additional Mitigation~~ Contribution- available pursuant to paragraph [4.1.1].

4.2.2 in respect of the strategic road network in Anglesey or Gwynedd:

(a) the monitoring undertaken pursuant to [section 5.10] of the Wylfa Newydd COCP demonstrates that traffic from the Wylfa Newydd DCO Project is either exceeding committed vehicle limits or is otherwise causing or likely to cause a significant adverse effect and the Transport Engagement Group has developed mitigation actions required to be undertaken which require expenditure of the Transport (Additional Mitigation) Contribution available pursuant to paragraph [4.1.2].

4.3 The Parties agree that:

4.3 the Council ~~must~~shall:

- 4.3.1 prior to expenditure of the Transport (Additional Mitigation) Contribution, discuss the relevant transport issue with the Developer and the Transport Engagement Group to agree whether a joint approach would be more effective to resolving such issue than the expenditure of the Transport (Additional Mitigation) Contribution alone; and
- 4.3.2 ~~must~~use reasonable endeavours to require the Welsh Government and Gwynedd Council to do the same via the relevant Deed of Covenant (pursuant to Clause [71]).[71].

4.4 Having regard to the contingent nature of the Transport (Additional Mitigation) Contribution, the Parties specifically acknowledge the obligations in Schedule ~~17~~16 paragraph 1.2.

5. **Traffic Monitoring** ~~[Please note further drafting of specific monitoring will be provided]~~

5.1 From Implementation:

5.1.1 ~~The~~ the Developer ~~undertakes that it will monitor:~~

(a) ~~HGVs movements:~~

(i) ~~[Per COCP requirements]~~

(b) ~~Workforce movements:~~

(i) ~~[this is being finalised]~~

5.1.2 ~~The Council undertakes that it will monitor:~~

(a) ~~[To be confirmed]~~

5.1.3 ~~The Council undertakes that it will require~~provide the Welsh Government to monitor:

(a) ~~[To be confirmed]~~

5.2 ~~In each case monitoring returns will be provided to the Developer, Council and the Welsh Government quarterly.~~

~~5.3 The Parties agree that the Council may share the monitoring returns results with the North Wales Police.~~

~~5.45.1 The Parties agree that in respect of the local road network where the of traffic monitoring undertaken either exceeds committed vehicle limits or otherwise is agreed to be causing or likely to cause a significant adverse effect they will develop mitigation actions required to be undertaken which may include expenditure of the pursuant to [section 5.10] of the Wylfa Newydd COCP [quarterly] to the Transport (Additional Mitigation) ContributionEngagement Group.~~

~~5.5 The Parties agree that in respect of the strategic road network where the monitoring undertaken either exceeds committed vehicle limits or otherwise is agreed to be causing or likely to cause a significant adverse effect they will liaise with the Welsh Government to develop mitigation actions required to be undertaken which may include expenditure of the Transport (Additional Mitigation) Contribution.~~

~~5.65.2 The Council covenants that it willshall work with Gwynedd Council to monitor traffic effects in Gwynedd as a result of the Wylfa Newydd DCO Project the due consideration including in order to determine whether a portion of the Transport (Additional Mitigation) Contribution should be released to Gwynedd Council.~~

6. Condition Surveys

6.1 The ~~Parties agree that the Parties~~ Developer will carry out a ~~joint~~ condition surveys of the Road Condition Survey Area prior to Implementation.

6.2 Following completion of the first survey, the ~~Parties~~ Horizon and the Council will:

6.2.1 agree the extent of any initial resurfacing works if required in order to provide an acceptable road condition for the traffic associated with the Wylfa Newydd DCO Project;

6.2.2 jointly agree the cost of those initial resurfacing works; to be borne by the Developer;

6.2.3 agree a schedule of monitoring and periodic joint inspections of the Road Condition Survey Area during the Construction Period, which shall include provision for a jointly prepared final survey report which must:

(a) be undertaken within [60 Working Days] of commencement of Operation of Unit 2;

(b) identify any repair works needed to repair the Road Condition Survey Area an acceptable road condition as a result of the Wylfa Newydd DCO Project;

6.2.4 agree allocation of the duties required to deliver the obligations in [6.2.3] (to be at the Developers cost, subject to paragraph [6.3]).

6.3 The Parties agree that the total cost of the initial resurfacing works and any final repair works ~~willshall~~ not exceed £250,000 (Two Hundred and Fifty Thousand Pounds).

7. Transport Engagement Group

7.1 From Implementation the Developer and the Council agree to constitute a Transport Engagement Group.

7.2 The Parties agree that the invited membership of the Transport Engagement Group shall be a representative from each of the Council, the Developer, the Welsh Government Gwynedd Council, and North Wales Police.

7.3 If following invitation the Welsh Government and/or Gwynedd Council, and/or North Wales Police decline to respond to or participate in the Transport Engagement Group then the Transport Engagement Group shall consist of the Developer and the Council and such of the Welsh Government Gwynedd Council, and North Wales Police who elect to participate.

7.4 The duties and responsibilities of the Transport Engagement Group are:

7.4.1 To meet quarterly to review the travel report prepared and issued by the Developer pursuant to [section 5] of the Wylfa Newydd CoCP, which will include:

(a) a summary of travel information about construction workers and HGVs movements for the previous three months as specified in the Wylfa Newydd CoCP.

(b) a summary of issues reported to the Developer by members of the public and others.

(c) a summary of transport-related actions undertaken by the Developer (and others) in the previous quarter.

7.4.2 To assess on the basis of information received whether remedial actions or mitigation is required which may include:

(a) Actions to be undertaken by the Developer.

(b) Expenditure of the Transport (Additional Mitigation) Contribution.

(c) Actions to be undertaken by other members of the Transport Engagement Group.

SCHEDULE 8 HEALTH AND WELLBEING

"BCUHB" means the Betsi Cadwaladr University Health Board;

"Community Safety Management Strategy" means [•];

"Dental Services Proposal" means the proposal demonstrating how the Developer will have adequate dentistry provision in place from time to time (including emergency dentistry care) for the non-homebased Workforce from Implementation for the duration of the Construction Period which ~~will shall~~ include: provision of private dentistry facilities; and/or funding or other operational agreements with local dentistry practices;

"Health (Contingency) Fund" means a total fund of £[4,090,000 (Four ~~3,392,373~~
~~Three~~ Million ~~Six~~~~Three~~ Hundred and Ninety ~~Two~~ Thousand ~~Three Hundred and~~
~~Seventy Three~~ Pounds)] ~~(Indexed)~~ which ~~may~~~~shall~~ be allocated in accordance with Paragraph [6] of [Schedule 8];
[Schedule 8];

"Health (Monitoring) Payment Contribution" means a contribution of £[110,270,000] ~~(One~~~~Two~~ Hundred and ~~Ten~~~~Seventy~~ Thousand Pounds) ~~(Indexed)~~;

"Health (NHS Partners and Dependents Use) Payment Contribution" means a contribution of £[4,617,885] ~~(One Million Six Hundred Thousand and Seventeen~~
~~Thousands~~ ~~Eight~~~~722,770~~ (Seven) Hundred and ~~Eighty Five~~~~Twenty Two Thousand~~
~~Seven Hundred and Seventy~~ Pounds) ~~(Indexed)~~;

"Health (NHS Referral) Payment" means a contribution of £[65,000] ~~(Sixty Five Thousand~~
~~Pounds)~~ ~~(Indexed)~~;

"Health (First NHS Workforce Use) Payment Contribution" means £[2,500,000] ~~(Two~~~~1,216,163~~ (One) Million ~~Five~~~~Two~~ Hundred ~~and Sixteen~~ Thousand ~~One Hundred~~
~~and Sixty Three~~ Pounds) ~~(Indexed)~~;

"Health (Second NHS Workforce Use) Payment Contribution" means £[660,000] ~~(Six~~~~4,041,579~~ (Four Million Forty One Thousand Five Hundred and ~~Sixty Thousand~~
~~Seventy Nine~~ Pounds) ~~(Indexed)~~;

"Laboratory Services Proposal" means the proposal demonstrating how the Developer ~~will shall~~ meet and/or reimburse the costs of ~~Public Health Wales~~ laboratory services for the non-home based members of the Workforce;

"Local Health Services" means [•] ~~[NB to exclude services provided by the NHS~~
~~(BCUHB and PHW) in Anglesey and Gwynedd excluding services provided by~~ the Welsh Ambulance Service ~~which is covered under Emergency Services schedule rather~~
~~than this schedule.]~~ NHS Trust;

"NHS" means the National Health Service;

"Pharmacy Services Proposal" means the proposal demonstrating how the Developer ~~will shall~~ provide direct pharmacy prescription dispensation services for the non-homebased Workforce from Implementation for the duration of the Construction Period

and/or fund or reimburse use of NHS pharmacies for prescription costs of non-home based members of the Workforce;

~~1. "PHW" means Public Health Payments Wales;~~

1. Health Contributions

~~1.1 The following payments will Health (Monitoring) Contribution shall be paid by the Developer to the Council for onwards payment to BCUHB (subject to Clause [7]) prior to Implementation and the Developer will not Implement the Wylfa Newydd DCO Project until such payment has been made:~~

~~1.1.1 the Health (Monitoring) Payment which will be paid for the purpose of monitoring the effects of the Wylfa Newydd DCO Project on Local Health Services during the Construction Period;~~

~~1.1.2 1.1 the Health (NHS Referral) Payment towards the cost of referrals to NHS services of non home based Workforce personnel during , and where monitoring returns are required to be provided quarterly by BCUHB or the end recipient of the Health (Monitoring) Contribution to the Health and Wellbeing Engagement Group and the Developer shall not Implement the Wylfa Newydd DCO Project until it has paid the Construction Period; Council this contribution.~~

1.2 The Health (First NHS Workforce Use) ~~Payment will Contribution shall~~ be paid by the Developer to the Council for onwards payment to BCUHB towards the cost of non-homebased Workforce personnel registration with or use of off-Site GP services in years 1 to 3 of the Construction Period ~~as follows in the following instalments:~~

1.2.1 10% shall be paid prior to Implementation; and

1.2.2 90% shall be paid on the first anniversary of Implementation,

and the Developer will not Implement the Wylfa Newydd DCO Project until ~~the it has made~~ first payment ~~has been made to the Council~~.

1.3 The Health (NHS Partners and Dependents Use) ~~Payment will Contribution shall~~ be paid by the Developer to the Council for onwards payment to BCUHB for the cost of partners and children of the non-homebased Workforce personnel registering with and/or using off-Site GP services during the Construction Period ~~as follows in the following instalments:~~

1.3.1 10% shall be paid prior to Implementation; and

1.3.2 90% shall be paid on the first anniversary of Implementation,

and the Developer will not Implement the Wylfa Newydd DCO Project until ~~the it has made~~ first payment ~~has been made to the Council~~.

1.4 The Health (Second NHS Workforce Use) ~~Payment will Contribution shall~~ be paid by the Developer to the Council for onwards payment to BCUHB upon the Site Campus medical facility becoming operational towards the cost of non-homebased Workforce personnel registration with or use of off-Site GP services for the duration of the

Construction Period following delivery of the Site Campus medical facility and the Developer will not Implement the Wylfa Newydd DCO Project until ~~such payment has been made PROVIDED THAT if the Site Campus medical facility operational date is delayed beyond [the end of the third year of the Construction Period]; it has made first payment to the Council.~~

- ~~1.4.1 the [interim payment to be considered] will be paid by the Developer to the Council for onwards payment to BCUHB from the [end of the third year of the Construction Period] until the Site Campus medical facility is delivered; and~~
- ~~1.4.2 the Health (Second NHS Workforce Use) Payment will be reduced by [£110,000 per year of the period of interim payments].~~

2. **On-site Health Services**

2.1 The Developer ~~will shall~~ provide the scope of health services set out in Annex 1 until the end of the Construction ~~P~~eriod.

3. **Dentistry**

3.1 Prior to Implementation the Developer ~~will shall~~ provide ~~the Council~~BCUHB with the Dental Services Proposal for ~~the Council's~~BCUHB's written approval.

3.2 The ~~Parties~~Developer and BCUHB may agree updates to the Dental Services Proposal from time to time.

3.3 The Developer ~~will shall~~ thereafter implement the approved Dental Services Proposal (or updated or replacement proposal) for the duration of the Construction Period and shall adhere to and comply with its provisions.

4. **Pharmacy prescriptions**

4.1 Prior to Implementation the Developer ~~will shall~~ submit to the Council the Pharmacy Services Proposal.

4.2 The ~~Parties~~Developer and the Council may agree updates to the Pharmacy Services Proposal from time to time.

4.3 The Developer ~~will shall~~ thereafter implement the approved Pharmacy Services Proposal (or updated or replacement proposal) for the duration of the Construction Period and shall adhere to and comply with its provisions.

5. **Communicable Diseases**

5.1 The Developer undertakes to, in the event it is relevant:

- 5.1.1 Ensure there is timely reporting of any notifiable infections among the Workforce in line with The Health Protection (Notification) (Wales) Regulations 2010.

5.1.2 Comply with the relevant health and safety laws in place at the time regarding the transfer of surveillance information into PHW's surveillance and case management systems.

5.1.3 Agree in consultation with the Health and Wellbeing Engagement Group the steps and processes required in accordance with the Communicable Disease Outbreak Control Plan (or such equivalent replacement plan) for Wales in place at the time.

5.6. Health and Wellbeing Engagement Group

5.16.1 From Implementation the Developer and the Council agree to constitute a Health and Wellbeing Engagement Group.

5.26.2 ~~The Parties agree that~~ ⁴² ~~the~~ The invited membership of the Health and Wellbeing Engagement Group ~~will~~shall be a representative from each of the Council, the Developer, the Welsh Government, BCUHB, Welsh Ambulance Service Trust, and Public Health Wales.

6.3 If following invitation the Welsh Government, and/or BCUHB, and/or Welsh Ambulance Service Trust and/or Public Health Wales decline to respond to or participate in the Health and Wellbeing Engagement Group then the Health and Wellbeing Engagement Group shall consist of the Developer and the Council, and such of the Welsh Government, BCUHB, Welsh Ambulance Service Trust, and Public Health Wales who have elected to participate.

5.36.4 The ~~Parties~~Developer and the Council agree that the duties and responsibilities of the Health and Wellbeing Engagement Group are:

5.3.16.4.1 To monitor health and wellbeing matters against the following indicators:

- (a) Access to ~~community healthcare~~NHS services.
- (b) Respiratory health.
- (c) Accident hotspots.
- (d) Sleep disturbance.
- (e) Housing market pressures.
- (f) Recruitment rates from local communities.
- (g) Safeguarding vulnerable adults and children.
- (h) Community lifestyles, behaviour, including community cohesion and physical activity levels.

⁴² ~~CC Drafting Note: Consider with IACC whether the text of its DoC with WG and BCUHB should oblige them to participate in the engagement group~~

6.4.2 To review the monitoring data received pursuant to paragraph [1.1.1].

~~5.3.2~~6.4.3 To advise on and agree release of the ~~pay the~~ Health (Contingency) Fund in the circumstances set out in ~~paragraphs 6.1.5 and 6.1.6~~ paragraph [7].

~~5.3.3~~6.4.4 To feed back to the Parties any issues relating to health and wellbeing matters as seen from the representatives' areas of expertise.

6.7. Health (Contingency) Fund

~~6.17.1~~ The Developer ~~will pay~~shall make payments from the Health (Contingency) Fund to the Council for onwards payment to BCUHB or an alternative health and wellbeing service -(subject to Clause ~~7~~6) in the following circumstances:- and in each case where the details of the inputs to the formula are set out in Annex 2, Annex 3, and Annex 4 to this Schedule 8:

~~6.1.17.1.1~~ In respect of ~~NHS referrals, the sum "E" determined quarterly (and paid annually) from [date]) by the formula~~the Health (Monitoring) Contribution:

$$A \times B \times C \times D = E$$

~~Where~~

- ~~A is the number of non-home-based workers;~~
- ~~B is the per capita fee for health services;~~
- ~~C is the referral rate from the Site Campus Medical Centre to NHS services;~~
- ~~D is the amount by which the NHS budget rises due to inflation; and~~
- ~~E is the anticipated sum to be recommended by the Health and Wellbeing Sub-Group in its recommendation report.~~

(a) Where the sum "Q" calculated as $(G+N+O) \times P = Q$ exceeds the Health (Monitoring) Contribution, the sum to be released from the Health (Contingency) Fund is the difference between the Health (Monitoring) Contribution paid by the Developer pursuant to paragraph [1.1] and the amount determined as "Q".

(b) This sum will be calculated by the Developer in consultation with BCUHB and this calculation will be undertaken annually from the first Anniversary of Implementation for the duration of the Construction Period.

(c) Where it is determined that a sum is to be released from the Health (Contingency) Fund pursuant to (a) the Developer will pay that to the Council for onwards payment to BCUHB within 20 Working Days.

7.1.2 In respect of the Health (First NHS Workforce Use) Contribution:

6.1.2(a) Where the sum "Q" calculated as $((B \times F) + (B \times K - L) + (B \times J \times K^*))$ ~~x P = Q~~ exceeds the Health (First NHS Workforce Use) Contribution, the sum to be released from the Health (Contingency) Fund is the difference between the Health (First NHS Workforce Use, the sum "E" determined quarterly and paid ~~annually~~ from ~~[date]~~) Contribution paid by the formula: Developer pursuant to paragraph [1.2] and the amount determined as "Q".

$$A \times B \times C \times D = E$$

Where:

- A is the number of non-home-based workers;
- B is the per capita fee ~~for health services~~;
- C is the rate of construction workers electing to use the NHS instead of on-site provision (or in absence of on-site provision);
 - D is the amount by which the NHS budget rises due to inflation; ~~A&E Attendances and Emergency Admissions only~~.
- E is the anticipated ~~This~~ sum ~~to will~~ be ~~recommended~~ ~~calculated~~ by the Health and Wellbeing Sub-Group ~~Developer~~ in its recommendation report.

6.1.3 In respect of NHS Dependents Use, the sum "G" determined quarterly (and paid annually) by the formula:

$$((A+B) \times C) + (D \times E) \times F = G$$

Where:

- A is the number of non-home-based workers' partners;
- B is the number of non-home-based workers' dependants;
- C is the per capita fee for health services for partners and dependants
- D is the number of non-home-based workers' who move with a partner and/or dependant;
- E is the per capita fee for health services for non-home-based dependants using NHS services;
- F is the amount of inflation, which would be added via agreed HMG Indices at a later date; and
- G is the anticipated sum to be recommended by the Health and Wellbeing Sub-Group in its recommendation report.

~~6.1.4 In respect of Pharmacy and Prescriptions where prescription costs exceed £[45] per member of the non-home-based workers Workforce per annum.~~

- ~~(b) Significant additional demand for offsite sexual health services provisions where that is agreed~~ consultation with BCUHB and this calculation will be undertaken annually from the first Anniversary of Implementation until the opening of the Site Campus medical centre.
- ~~(c) Where it is determined that a sum is to be released from the Health (Contingency) Fund pursuant to (a) the Developer will pay that to the Council for onwards payment to BCUHB within 20 Working Days.~~

7.1.3 In respect of the Health (NHS Partners and Dependents Use) Contribution:

- (a) Where the sum "Q" calculated as $(C \times F \times M) + (C \times J \times M) \times P = Q$ exceeds the Health (NHS Partners and Dependents Use) Contribution, the sum to be released from the Health (Contingency) Fund is the difference between the Health (NHS Partners and Dependents Use) Contribution paid by the Developer pursuant to paragraph [1.3] and the amount determined as "Q".
- (b) This sum will be calculated by the Developer in consultation with BCUHB and this calculation will be undertaken annually from the first Anniversary of Implementation for the duration of the Construction Period.
- (c) Where it is determined that a sum is to be released from the Health (Contingency) Fund pursuant to (a) the Developer will pay that to the Council for onwards payment to BCUHB within 20 Working Days.

7.1.4 In respect of the Health (Second NHS Workforce Use) Contribution:

- (a) where the sum "Q" calculated as $((A \times D \times F) + (B \times E \times F) + (A \times H \times K - L) + (B \times I \times K - L) + (B \times J \times K^*)) \times P = Q$ exceeds the Health (Second NHS Workforce Use) Contribution, the sum to be released from the Health (Contingency) Fund is the difference between the Health (Second NHS Workforce Use) Contribution paid by the Developer pursuant to paragraph [1.4] and the amount determined as "Q".
- (b) *for A&E Attendances and Emergency Admissions only.
- (c) This sum will be calculated by the Developer in consultation with BCUHB and this calculation will be undertaken annually from the opening of the Site Campus medical centre until the end of the Construction Period.
- (d) Where it is determined that a sum is to be released from the Health (Contingency) Fund pursuant to (a) the Developer will pay that to the Council for onwards payment to BCUHB within 20 Working Days.

7.2 The Developer will make a payment from the Health (Contingency) Fund to the Council for onwards payment to BCUHB or an alternative health and wellbeing service (subject to Clause 6) in the following circumstances:

6.1.5 BCUHB provide to the Health and Wellbeing Engagement Group

7.2.1 ~~Significant additional evidence of significant additional demand due to the Project on other health services it provides where funding for that demand for health services relating to Safeguarding matters where that is agreed with cannot be recovered from another government agency, NHS body, reciprocal international health arrangement or an insurance provider; and~~

6.1.6 7.2.2 the Health and Wellbeing Engagement Group agree that funding should be released from the Health (Contingency) Fund, having regard to all the circumstances including the timing of that request, as well as the remaining quantum of the Health (Contingency) Fund.

7.3 Where 7.2.1 and 7.2.2 are satisfied the Developer will pay the determined sum to the Council for onwards payment to BCUHB or an alternative health and wellbeing service within 20 Working Days.

6.2 7.4 Release of funds from the Health (Contingency) Fund will close at the end of the Construction period.

ANNEX 1–
SCOPE OF HEALTH SERVICES

--- DRAFT -per circulated health services discussion document ---

1. On-site healthcare facilities

1.1 Horizon would operate two on-site healthcare facilities:

- (a) a Construction Site Clinic (CSC) (a facility within the construction security fence on the Power Station Site; and
- (b) a Site Campus Medical Centre (SCMC) (a medical centre on the Site Campus based on the Walk-In Centre model).

1.2 Arrangements for healthcare services for the construction workforce will be robust; meet required professional, clinical and statutory requirements, and minimise unintended consequences for local NHS services through unanticipated demand.

1.3 Horizon will appoint a private sector provider to provide health services on-site and to liaise with the NHS.

1.4 Horizon will operate a CSC from the start of the Construction Period (start of Quarter 1 post implementation of the Wylfa Newydd DCO Project), until the end of the Construction Period.

1.5 At the start of the Construction Period, the CSC will be staffed initially by a nurse, with resources progressively increasing as worker activities increase (e.g. to include paramedics, occupational health nurses, occupational health physicians). The CSC will be operational for the full construction period and staffing will scale up and down in proportion to the number of workers on site and demand. A draft specification for the CSC is set out in paragraph 3.3 below.

1.6 Horizon will operate the SCMC from Phase 1 of the Site Campus. Paragraph 3.4 below sets out the SCMC services (guideline).

1.7 The CSC and the SCMC would be constructed and operated by a private provider. No financial payment to the public sector is therefore proposed for this item. NHS interfaces are discussed in relation to ‘off-site’ healthcare.

2. General Scope of Work

2.1 4.1.1.1 The Scope shall include the following:

- (a) Provide trained and licensed/registered medical personnel for medical services to a mixed-gender construction workforce.
- (b) Provide medical services to include primary health care, occupational health care, emergency care and emergency response for industrial/construction

accident or emergency medical conditions including triage, first response, patient stabilisation and transport to local and regional hospital facilities (including care during transport) if required.

- (c) ~~Establish and administer agreements for speciality care and services which could include, and which are not limited to: x-ray, specialist diagnostic imaging, laboratory work and emergency dentistry at local facilities.~~
- (d) ~~Provide medical equipment and supplies to outfit the facility within the security fence on the Power Station Site that would treat minor injuries (hereafter the Construction Site Clinic) and the Site Campus Medical Centre.~~
- (e) ~~Obtain licenses as required for the medical facility, equipment and usage and procurement and dispensing of medications. The Independent Health Care (Wales) Regulations 2011 requires new providers to register with the Healthcare Inspectorate Wales.~~
- (f) ~~Deliver occupational health medical surveillance and injury management ~~in line with procedures developed from Bechtel Core Processes modified~~ to comply with UK regulations, Welsh policy and Project requirements.~~
- (g) ~~Provide Return to Work / Case Management capability to ensure the timely and safe return to work for all workers following an injury or illness.~~
- (h) ~~Maintain medical records securely; it is preferred that the medical records management system is electronic.~~
- (i) ~~Perform campaigns monthly e.g. public health education campaigns, health promotion activities, well-being programmes, mental health well-being programmes.~~
- (j) ~~Provide certified First Aider training, Cardio-Pulmonary Resuscitation (CPR) training, Automated External Defibrillator (AED) and other health and emergency response skills training.~~
- (k) ~~Provide consultation to/with client on public health issues, disease outbreak, epidemic or pandemic issues as applicable and other public health-related issues which may arise throughout the duration of the project.~~
- (l) ~~Implement a stringent infection control policy to include medical waste disposal, no re-capping of needles as standard practice and the provision of spill kits in accordance with ~~the Bechtel Blood Bourne Pathogen Procedure~~ [NHS Wales requirements](#).~~
- (m) ~~Implement a Clinic Policy and Procedure Manual for the Construction Site Clinic and the Site Campus Medical Centre ~~as per the guidelines from Bechtel Health services~~.~~

~~• X-ray services on site utilising digital x-ray technology are under consideration as a diagnostic tool. Suitably qualified and certified staff to perform and interpret x-rays would be provided and all necessary licenses for x-ray services would be obtained.~~

2.2 Considerations

- (a) -Site Campus population / site population
- (b) -Pressure on local / regional health facilities and emergency services
- (c) -Nearest centre of excellence
- (d) -Transportation of a critically ill / injured employee requiring evacuation by rotor wing aircraft

3. Clinic Services

3.1 **4.1.1.2** The following services are to be provided at the Construction Site Clinic and the Site Campus Medical Centre: - these are guidelines and can be expanded or reduced to fit the Project.

3.2 **4.1.1.3** Any life-threatening medical issues will be stabilised, transported and/or referred to the appropriate off-site medical professionals.

3.3 Construction Site Clinic

- (a) Occupational Health
- (b) Primary health
- (c) Triage
- (d) General medical consultations
- (e) Intravenous therapy
- (f) Stabilisation of soft tissue injury and fractures / trauma
- (g) General stabilisation prior to transport
- (h) Medication therapy
- (i) Drug and alcohol testing
- (j) Resuscitation services / advanced life support

3.4 **4.1.1.4** Site Campus Medical Centre (24/7 coverage 7 days per week)

- (a)** Primary Health for non-work-related injuries and illnesses
- (b)** Chronic illness management
- (c)** Occupational Health
- (d)** Clinical assessment

• ~~Portable / digital x-rays~~

- ~~(e) ECG testing/interpretations~~
- ~~(f) Intravenous therapy~~
- ~~(g) Management of soft tissue injury and fractures~~
- ~~(h) Common illness and injury management~~
- ~~(i) Minor and major trauma management~~
- ~~(j) Resuscitation services / advanced life support~~
- ~~(k) Immunisations~~

• ~~Dentistry under review~~

- ~~(l) Environmental health risks~~
- ~~(m) Illness and injury prevention programme execution~~
- ~~(n) Well-being programmes and mental health well-being programmes~~
- ~~(o) Psychological disorders management (alcoholism, chemical dependence)~~
- ~~(p) Health promotion/public health management~~
- ~~(q) Physiotherapy~~
- ~~(r) Drug and alcohol testing~~

4.1.1.5 Construction Site Clinic

~~(a) • Occupational Health~~

~~(a) • Primary health~~

~~(a) • Triage~~

~~(a) • General medical consultations~~

~~(a) • Intravenous therapy~~

~~(a) • Stabilisation of soft tissue injury and fractures / trauma~~

~~(a) • General stabilisation prior to transport~~

~~(a) • Medication therapy~~

~~• Drug and alcohol Testing~~

~~(a) • Resuscitation services / advanced life support~~

Laboratory Capabilities

~~4.1.1.6 This is an option. On-site laboratory capabilities are under consideration. This could include provide basic laboratory capability to assess and diagnose general medical conditions, or common emergency conditions. Colorimetric testing machines, multi testing machines, stick tests or other means of evaluating common urinalysis, blood counts, liver enzymes, cardiac indicator enzymes, microbial speciation and blood chemistries shall be provided. Medical Services provider would be notified of the extent and capability of the laboratory services which will be maintained and executed on Site and which services will be out-sourced to local laboratories or health care facilities.~~

4. Medical Staff

4.1 ~~4.1.1.7~~ A number of the medical staff will be accommodated at the Site Campus Medical Centre and shall be on call 24/7 for emergencies.

4.2 ~~4.1.1.8~~ Medical staffing levels will change over the life of the Project in relation to the workforce levels and other performance factors. Rotational staffing plan will be required to provide continuous medical coverage and to allow for leave while maintaining a consistent level of staffing. The number and type of health care providers depends on the workforce including number of staff employed, availability of local health care resources, logistics for medical evacuation, and Project health risks.

4.3 ~~4.1.1.9~~ Clinical staff shall possess appropriate and current licenses/registration for the UK as recognised health care providers. The NHS (Performers List)(Wales) Regulations 2004 came into force on the 1 April 2004. The regulations consolidated the previous GMS Medical List and Supplementary Medical List into a single Performers List for all Welsh GPs, Locums and Registrars. General Medical Practitioners are required to be on the medical performers list of a Local Health Board (LHB) before they can work in Wales. A formal application has to be made. Currently GPs listed in England are required to apply to join a Welsh list to work in Wales and the same applies in England.

4.4 ~~4.1.1.10~~ Due to the potential for multiple/simultaneous trauma victims all medical staff at the Construction Site Clinic and the Site Campus Medical Centre must have strong emergency medical/trauma care skills and have proven occupational health qualification, or equivalent experience, in a construction and/or industrial site setting. All medical staff must be in possession of a current Advance Life Support (ALS) certificate. All medical staff shall have previous experience at construction and/or industrial work locations, with good communication skills.

4.5 ~~4.1.1.11~~ Curriculum Vitae (CVs) for physicians, Clinical Team Leader (CTL), Nurse Practitioners, Registered Nurses (RNs), paramedics, physiotherapist and administrative assistant shall be reviewed and approved prior to mobilisation to Site of these personnel.

Selected roles

4.6 ~~4.1.1.12~~: The team will be made up of (indicative):

(a) ~~–~~Clinical Team Leader

(b) ~~–~~Physician

- (c) - Nurse practitioner
- (d) - Occupation Health Nurse
- (e) - Advanced Care Paramedic
- (f) - Administrative Assistant
- (g) - Physiotherapist

4.7 ~~4.1.1.13~~ The duties of each role within the team will be set out in job descriptions.

4.8 ~~4.1.1.14~~ The service will be overseen by ~~the Beechtree~~ Medical Services Coordinator.

5. Case Management

5.1 ~~4.1.1.15~~ All medical staff to provide case management of work related injuries / illnesses consistent with UK regulations. All medical personnel shall be trained to differentiate between first aid and medical treatment cases and when modified duties are appropriate to support an effective Fitness for Work and Return to Work programme. There will be a mutually agreed upon escalation procedure. Referrals to offsite medical/health service providers will be for the purposes of diagnosis and treatment and the treating Physician or designee shall make fitness for work assessments.

6. Pharmaceuticals and Consumables

Medical Equipment / Consumables / Medications

6.1 ~~4.1.1.16~~: Health service provider shall provide the necessary medical equipment, pharmaceuticals, and consumables necessary to maintain and perform medical services to an emergency advanced life support level.

6.2 ~~4.1.1.17~~ Health service provider shall maintain adequate inventory of pharmaceuticals and medical consumables for medical facility operations and medical treatment.

6.3 ~~4.1.1.18~~ Health service provider shall implement an inventory of pharmaceuticals and medical consumables based on Project staffing levels. The inventory levels will be such that the provider maintains an adequate emergency backup supply in case of an unforeseen supply problems. Inventory levels- are to take into account shelf life to limit the amount of pharmaceuticals and medical consumables.

7. Health Surveillance

7.1 ~~4.1.1.19~~ Health service provider shall deliver health surveillance as required. (~~To be expanded e.g. auditory, respiratory, hand/arm vibration~~).

8. Disease Control and Prevention

Epidemic/Pandemic Control

8.1 ~~4.1.1.20~~: Due to a large population of Project personnel the potential for epidemic disease exists. In addition, the Project may be impacted directly and indirectly by global pandemic issues e.g. avian influenza etc. A site-specific pandemic preparedness plan will be developed ~~and will be cross referenced with the Bechtel Pandemic Preparedness Plan~~.

8.2 ~~4.1.1.21~~ Every effort will be made in assisting the project to prevent and respond to epidemic/pandemic diseases.

8.3 Respiratory Disease Prevention: Every effort will be made to prevent respiratory diseases by:

~~4.1.1.22 Every effort will be made to prevent respiratory diseases by:~~

- (a) ~~Isolation/separation of affected individuals where possible~~
- (b) ~~Emphasising early diagnosis and treatment~~

Water-Borne Disease Prevention

8.4 ~~4.1.1.23~~: Primary prevention methods for water-borne diseases will include:

- (a) ~~Testing of potable water supplies~~
- (b) ~~Sterilisation of hot water systems and periodic temperature checks~~

8.5 ~~4.1.1.24~~ Secondary prevention methods will include early diagnosis and treatment of infectious diseases.

8.6 Food-Borne Illness Prevention.

8.7 ~~4.1.1.25~~ Primary prevention will include:

- (a) ~~Questionnaires/declarations for food handlers~~
- (b) ~~Hygiene inspections and temperature checks in the Site Campus kitchens and cafeterias~~

8.8 ~~4.1.1.26~~ Secondary Prevention: The Site Campus Medical Centre is required to be adequately staffed to diagnose and treat the majority of food and water borne illnesses. A mechanism will be in place to send samples to a reference laboratory if there is a possible epidemic situation of unknown aetiology.

9. Drug and Alcohol Programme

9.1 ~~4.1.1.27~~ Health services provider will carry out screening and for non-negative results, will collect and analyse samples or specimens for drug and alcohol testing in line with applicable Standards and in line with Client requirements and Wylfa Newydd procedures. Personnel undertaking drug and alcohol testing shall be trained and certified to appropriate standards by an approved registered training organisation.

9.2 ~~4.1.1.28~~ Health services provider shall develop and implement a Chain of Custody procedure. The procedure is to include Medical Review Officer activities for final evaluation and analysis of non-negative samples.

10. Emergency Services

10.1 ~~4.1.1.29~~ There will be the provision of timely emergency medical treatment and efficient management of all illness and injuries and early recognition of conditions which occur at the ~~jobsite~~construction site and Site Campus, which may require urgent or non-urgent transport. Emergency medical treatment will be dealt in tandem with rescue services from the on-site fire and rescue service.

10.2 ~~4.1.1.30~~ Provide rapid medical emergency response, to include resuscitation, stabilisation and treatment, including limited emergency surgical procedures (chest tube placement, airway management, vascular access procedures, control of bleeding in case of an amputation of a major limb etc.) as required and optimisation for medical evacuation transport, if appropriate. Resuscitative services shall be available at all times.

10.3 ~~4.1.1.31~~ Develop a medical emergency response plan to include contingency planning for incidents which may occur and will include business continuity plan etc. Plan must include personnel, material and equipment necessary to execute them. The plan shall also address a mass casualty event and the process to follow should such an event occur.

Patient Transport

Ambulance Provision

10.4 ~~4.1.1.32~~: A determination will be made regarding the number of emergency vehicles required on site required for the performance of the Services. The current plan is for 2-3 ambulances including at least one 4x4 off-road for the outer earthworks areas and at least one road ambulance for transferring ~~non-critical~~ cases to hospital in Bangor. The distance would mean it would be gone two hours plus, so a second may be required. ~~This will be dependent upon any agreements that may be reached with the Welsh Ambulance Service NHS Trust.~~

10.5 ~~4.1.1.33~~ Emergency vehicles shall be standard Advanced Life Support (ALS) vehicles and be appropriately equipped with Advanced Cardiac Life Support (ACLS) equipment and emergency medications. Adequate oxygen supply for at least 6 hours must be available.

First Aid Kits ~~and AED Programme~~

First Aid Kits

10.6 ~~4.1.1.34~~ Provide and re-supply first aid kits in various work locations, vehicle first-aid kits, as required and perform monthly inspection of first aid kits.

AED Programme

10.7 ~~4.1.1.35~~ There will be the correct number of AEDs for the site / Site Campus population distributed. Health Services will have the responsibility of checking the AEDs on a weekly basis and maintaining a checklist and performing AED training.

11. Patient Medical Record Management

11.1 ~~4.1.1.36~~ Medical records for clinical interactions and consultations will be maintained to:

- (a) • Ensure effective management of ongoing medical conditions by the designated clinician
- (b) • Provide proper continuity of care
- (c) • Enable identification of possible work-related illness

11.2 ~~4.1.1.37~~ These records must be treated appropriately and comply with the privacy laws of the UK pertaining to medical records. Medical Records Archiving procedure and handover is to be developed ~~at the beginning of the Project~~prior to commencement.

12. Staffing

12.1 ~~4.1.1.38~~ These staffing levels are provided for illustration. They will be refined and will be subject to change. The numbers below refer to all construction workers and do not differentiate between Home-Based and Non-Home-Based workers.

(a) Earthworks and Marine. 300 to 1,000 persons on site. Mostly working daylight hours 6 days per week. A standard construction site set up with pre fab buildings, first aid / medical room manned by a nurse practitioner plus a level 1 Emergency Medical Technician (EMT) once major work begins. ~~Whilst the The~~ nurse would do ~~Occ~~Occupational Health and some primary care ~~we are assuming~~ there will be ~~some~~ onward referral to local NHS services. Site all-terrain ambulance for earthworks areas.

(b) Start of Main works, 1,000 to 3,000 on site. 2 shifts / 7 day working. Construction Site Clinic fully operational. Nurse practitioners, Higher Level EMTs on both working shifts, Site Ambulances operational subject to ~~DoR agreed with WAST, Occ Health and Physio support. There would be no~~

~~Camp or Site Campus Medical Centre at this point and everyone is still in local accommodation. GP type services could commence (perhaps based off site) at a population level to be agreed, agreement with Welsh Ambulance Trust, Occupational Health and Physiotherapy support.~~

- (c) Peak Construction 3,000 rising to 9,000 on site. Full services as proposed. 24 hr emergency provision including fire and rescue team to support, based at Construction Site Clinic, with the Site Campus Medical Centre providing primary care to all workers plus out of hours to Camp residents.

ANNEX 2

Inputs for schedule 8 paragraph 6 formulae:

Population:

A = number of non-home-based workers accommodated at the Site Campus for a given year post implementation of the Wylfa Newydd DCO Project.

B = number of non-home-based workers accommodated in the community for a given year post implementation of the Wylfa Newydd DCO Project.

C = number of partners and dependants (collectively) of non-home-based workers moving to the BCUHB area for a given year post implementation of the Wylfa Newydd DCO Project.

Primary care:

D = for non-home-based workers accommodated at the Site Campus, the percentage reduction in NHS primary care service usage attributable to on-site healthcare facilities and services (Construction Site Clinic and Site Campus Medical Centre), for each of General Medical Services, Sexual Health, Mental Health, Dental and Pharmacy. (Mitigating effect of Horizon private healthcare provision).

E = for non-home-based workers accommodated in the community, the percentage reduction in NHS primary care service usage attributable to on-site healthcare facilities and services (Construction Site Clinic and Site Campus Medical Centre), for each of General Medical Services, Sexual Health, Mental Health, Dental and Pharmacy. (Mitigating effect of Horizon private healthcare provision).

F = per capita NHS primary care service fee for each of General Medical Services, Sexual Health, Mental Health, Dental and Pharmacy.

G = payment via BCUHB to GPs for recording whether new or emergency registrations at GP surgeries are non-home-based workers of the Wylfa Newydd DCO Project.

Secondary care:

H = for non-home-based workers accommodated at the Site Campus, percentage reduction in NHS secondary care service usage attributable to on-site healthcare facilities and services (Construction Site Clinic and Site Campus Medical Centre), for each of A&E Attendances, Emergency Admissions, Elective Admissions, Elective Day Cases and Outpatients. (Mitigating effect of Horizon private healthcare provision).

I = for non-home-based workers accommodated in the community, percentage reduction in NHS secondary care service usage attributable to on-site healthcare facilities and services (Construction Site Clinic and Site Campus Medical Centre), for each of A&E Attendances, Emergency Admissions, Elective Admissions, Elective Day Cases and Outpatients. (Mitigating effect of Horizon private healthcare provision).

J = The number of work related incidents requiring hospital attendance.

K = per capita NHS secondary care service fee for each of A&E Attendances, Emergency Admissions, Elective Admissions, Elective Day Cases and Outpatients.

L = NHS recoverable component of emergency admissions and elective admissions (through reimbursement from other NHS areas, reciprocal EU healthcare agreements or health insurance). Based on:

- proportions of non-home-based workers who are from the 'UK', 'non-UK EU' and 'non-UK non-EU'; and
- the proportion of costs for each group that can reasonably be expected to be recoverable.

Other:

M = proportion of dependants' annual NHS costs met by Horizon during the construction period (33%).

N = monitoring payment to support the Health and Well-being Group with bespoke analysis and anonymising of routine NHS data pertinent to the Project. I.e. relating to NHS usage.

O = BCUHB project management cost contribution.

P = the amount by which the NHS budget rises due to inflation.

ANNEX 3

VARIABLES

1. Workforce number (annual means of quarter-based data)

<u>Construction workforce numbers</u>	<u>Year (where start of year 2 is quarter 1 post DCO implementation)</u>										
	<u>0</u>	<u>1</u>	<u>2</u>	<u>3</u>	<u>4</u>	<u>5</u>	<u>6</u>	<u>7</u>	<u>8</u>	<u>9</u>	<u>10</u>
<u>Non Home Based (NHB) workers</u>	<u>0</u>	<u>0</u>	<u>403</u>	<u>1,754</u>	<u>3,618</u>	<u>4,608</u>	<u>6,643</u>	<u>5,516</u>	<u>2,967</u>	<u>497</u>	<u>83</u>
<u>Site Campus bed spaces available</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>250</u>	<u>1,125</u>	<u>2,250</u>	<u>3,875</u>	<u>4,000</u>	<u>2,680</u>	<u>0</u>	<u>0</u>
<u>NHB workers accommodated at the Site Campus [A]</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>219</u>	<u>984</u>	<u>1,969</u>	<u>3,391</u>	<u>3,500</u>	<u>2,345</u>	<u>0</u>	<u>0</u>
<u>NHB workers accommodated in the community [B]</u>	<u>-</u>	<u>-</u>	<u>403</u>	<u>1,535</u>	<u>2,634</u>	<u>2,639</u>	<u>3,252</u>	<u>2,016</u>	<u>622</u>	<u>497</u>	<u>83</u>

Site Campus occupancy rate 87.5%

Number of partners and dependants (collectively) of NHB workers moving to the BCUHB area [C] 505

2. Primary care variables

2.1 Primary care usage rates by non-home-based workforce

NHB workers accommodated at the Site Campus, the percentage reduction in NHS primary care service usage attributable to on-site healthcare facilities and services

[D]

General Medical Services (i.e. a 95% reduction, so only 5% usage of NHS GMS)

5%

Sexual Health

25%

Mental Health

25%

Dental

5%

Pharmacy

5%

NHB workers accommodated in the community, the percentage reduction in NHS primary care service usage attributable to on-site healthcare facilities and services

[E]

General Medical Services (i.e. an 80% reduction, so only 20% usage of NHS GMS)

20%

Sexual Health

50%

Mental Health

50%

Dental

10%

Pharmacy

20%

2.2 Primary care unit costs:

	<u>Unit costs (2016/7)</u> <u>[F]</u>
<u>Per capita NHS primary care service fee (from BCUHB male 35- to 49-year-old cohort)</u>	
<u>General Medical Services</u>	<u>£158.50</u>
<u>Sexual Health</u>	<u>£50.00</u>
<u>Mental Health</u>	<u>£42.86</u>
<u>Dental</u>	<u>£85.00</u>
<u>Pharmacy</u>	<u>£158.50</u>

Payment via BCUHB to GPs for recording whether new or emergency registrations at GP surgeries are NHB workers of the Wylfa Newydd DCO Project [G] £110,000

3. Secondary care variables

3.1 Secondary care usage rates by non-home-based workforce

<u>NHB workers accommodated at the Site Campus, percentage reduction in NHS secondary care service usage attributable to on-site healthcare facilities and services [H = rate x percentage]</u>	<u>BCUHB rate per thousand people</u>	<u>Percentage usage</u>
<u>A&E Attendances (i.e. a 75% reduction, so only 25% usage of NHS A&E)</u>	<u>268</u>	<u>25%</u>
<u>Emergency Admissions</u>	<u>69</u>	<u>55%</u>
<u>Elective Admissions</u>	<u>11</u>	<u>25%</u>
<u>Elective Day Cases</u>	<u>48</u>	<u>25%</u>
<u>Outpatients</u>	<u>658</u>	<u>5%</u>
<u>NHB workers accommodated in the community, percentage reduction in NHS secondary care service usage attributable to on-site healthcare facilities and services [I = rate x percentage]</u>	<u>BCUHB rate per thousand people</u>	<u>Percentage usage</u>
<u>A&E Attendances (i.e. a 50% reduction, so only 50% usage of NHS A&E)</u>	<u>268</u>	<u>50%</u>
<u>Emergency Admissions</u>	<u>69</u>	<u>80%</u>
<u>Elective Admissions</u>	<u>11</u>	<u>25%</u>
<u>Elective Day Cases</u>	<u>48</u>	<u>25%</u>
<u>Outpatients</u>	<u>658</u>	<u>5%</u>
<u>The number of work-related incidents requiring hospital attendance (added to A&E and Emergency Admissions per year) [J]</u>		<u>8 per year</u>

3.2 Secondary care unit costs:

<u>Per capita NHS secondary care service fee (from BCUHB male 35 to 49 year old cohort)</u>	<u>Unit costs [K] (2016/7)</u>
<u>A&E Attendances</u>	<u>£212</u>
<u>Emergency Admissions</u>	<u>£2,613</u>
<u>Elective Admissions</u>	<u>£7,119</u>
<u>Elective Day Cases</u>	<u>£1,179</u>
<u>Outpatients</u>	<u>£183</u>

3.3 Secondary care recoverable costs

<u>NHS recoverable component of emergency admissions and elective admissions [L ≡ worker origin x % of NHB workers x % recoverable costs]</u>	<u>UK NHB worker</u>	<u>Non-UK EU NHB worker</u>	<u>Non-UK non-EU NHB worker</u>
<u>% of NHB workers (estimate)</u>	<u>80%</u>	<u>10%</u>	<u>10%</u>
<u>% recoverable costs</u>	<u>70%</u>	<u>70%</u>	<u>50%</u>

4. Other

Proportion of dependants' annual NHS costs met by Horizon during the construction period [M] 33%

Monitoring payment to support the Health and Well-being Engagement Group with bespoke analysis and anonymising of routine NHS data pertinent to the Project [N] £110,000

BCUHB project management cost contribution [O] £50,000

ANNEX 4

ASSUMPTIONS

	<u>Primary care</u>
i.	<u>The on-site facilities (Construction Site Clinic (CSC) and the Site Campus Medical Centre (SCMC)) for the construction workforce will provide occupational health, minor injury and primary care services. These facilities and services will address the majority of the construction workforce's healthcare needs (including long-term condition management). Members of the construction workforce will return to their usual place of residence when signed off as sick and when they require secondary care.</u>
ii.	<u>The workers would access sexual health services at the SCMC; or from the NHS in Anglesey; or at their usual place of residence (during leave).</u>
iii.	<u>The workers would access primary care mental health services at the SCMC; or from the NHS in Anglesey; or at their usual place of residence (during leave).</u>
iv.	<u>Most workers would continue to access routine dental services at their usual place of residence (during leave).</u>
v.	<u>Horizon would provide private dental services for any residual routine and emergency dental needs of the construction workforce.</u>
vi.	<u>Horizon would provide free prescriptions at the SCMC via private prescription service for the construction workforce.</u>
vii.	<u>For primary care: local enhanced service to be set up whereby GPs are paid to record whether new or emergency registrations are working at Wylfa Newydd. Cost proposed equivalent to £10k per year for 11 years (mirroring that of the Health and Wellbeing Engagement Group cost).</u>
	<u>Secondary care</u>
viii.	<u>On-site facilities providing some hospital type services (minor injuries etc ... and triaging to avoid inappropriate attendances, which can be 40% of attendances);</u>
ix.	<u>Preventative value of the on-site healthcare in reducing hospital attendance, including any healthy worker effect;</u>
x.	<u>Emergency admissions costs for UK NHB workers would be recoverable by BCUHB from the appropriate CCG (England) or Health Board (Wales/Scotland), or HSC Trust (Northern Ireland). Non-UK EU NHB workers' costs would be recoverable. Non-UK non-EU NHB workers would be required to have health insurance, allowing cost recovery. See table A-2 of HIA for percentages. 81% of the NHB workers would be from the UK.</u>
xi.	<u>Workers would continue to access outpatient appointments etc ... for any long term conditions at their usual place of residence (during leave);</u>

<u>xii.</u>	<u>Any seriously ill workers would be signed off and return to their usual place of residence for care.</u>
<u>xiii.</u>	<u>Work related incidents will be low. Assumption: usage rates will be as predicted. For the purposes of planning the current estimate is one major incident and seven moderate incidents on the main site per year that could require ambulance services. Other incidents (around 100 per year) are expected to be managed by on-site healthcare.</u>
	<u>General</u>
<u>xiv.</u>	<u>The financial calculation takes account of the different demand that will be placed on the NHS by the NHB workers resident on the Site Campus and the NHB workers who reside in the community</u>
<u>xv.</u>	<u>Inflation to uplift from BCUHB 2016/17 prices to 2018/19 prices.</u>
<u>xvi.</u>	<u>Inflation into the future does not need to be presented on this spreadsheet. It will be factored in to the final settlement.</u>
<u>xvii.</u>	<u>Additional activity to be picked up through monitoring (the "Health (Monitoring) Payment" supports this).</u>
<u>xviii.</u>	<u>For primary care: local enhanced service to be set up whereby GPs are paid to record whether new or emergency registrations are working at Wylfa Newydd. Cost proposed equivalent to £10k per year for 11 years (mirroring that of the Health and Wellbeing Engagement Sub-group cost).</u>
<u>xix.</u>	<u>Dependants: Horizon would provide a contribution rather than full costs. The BCUHB approach is for all years. Horizon position was to pay 100% for the number of dependants at the peak of construction. Horizon now offers (based on the BCUHB approach) to pay a proportion of all years across the Construction Period.</u>
<u>xx.</u>	<u>The construction workforce will be, by definition, in work and will therefore be healthier than the general population. The 'healthy worker' effect is not amenable to simple quantification. (Calculations are based on BCUHB usage by male 35 to 49 year old cohort).</u>
<u>xxi.</u>	<u>BCUHB would recover costs for some NHS service use by NHB workers from other parts of the UK and Non-UK NHB workers. The unit cost provided by BCUHB include administrative fees for recovering costs for UK NHB workers.</u>
<u>xxii.</u>	<u>A determination will be made regarding the number of emergency vehicles required on-site. The current plan is for 2-3 ambulances including at least one 4x4 off-road for the outer earthworks areas and at least one road ambulance for transferring cases to hospital in Bangor. The distance would mean it would be gone two hours plus, so a second may be required. Emergency vehicles shall be standard Advanced Life Support (ALS) vehicles and be appropriately equipped</u>

	<u>with Advanced Cardiac Life Support (ACLS) equipment and emergency medications. Adequate oxygen supply for at least 6 hours must be available.</u>
	<u>Ambulance</u>
<u>xxiii.</u>	<u>Unit rate for road ambulance callout is applied to the NHB workforce accommodated in the community (which would benefit from CSC and SCMC services part-time). The NHB workforce accommodated at the Site Campus would have full-time access to the private on-site ambulances to convey them to A&E.</u>
<u>xxiv.</u>	<u>Academic source suggests 61.5% of A&E attendance by ambulance (for patients from general population who are admitted to hospital after attendance at A&E) See www.ncbi.nlm.nih.gov/pmc/articles/PMC5537532/. This rate has been reduced to allow for the 'healthy worker' effect (based on a professional judgement) and for the fact that the workforce will also have access to the on-site facilities.</u>
<u>xxv.</u>	<u>WAST ambulance usage is based on A&E attendance rates by NHB construction workers accommodated in the community. This equates to approx. one WAST ambulance callout per day (not work related) at the peak of the Construction Period.</u>
<u>xxvi.</u>	<u>Horizon acknowledges that WAST would also have other costs associated with training etc... Horizon does not accept that it should meet the full cost of public services.</u>
<u>xxvii.</u>	<u>The overall contribution to WAST (as per the draft s.106) would be £1,000,000. This includes the cost for ambulance callouts and other costs, such as training.</u>
<u>xxviii.</u>	<u>Ambulance transport would only be required for A&E attendance, not elective admissions (by their nature non-emergency) and not outpatient appointments (by their nature non-emergency).</u>
<u>xxix.</u>	<u>WAST would not be involved in work related incidents requiring A&E attendance. Assumption is that the on-site private ambulance provision would meet this requirement. Horizon have provisionally agreed that Horizon would provide patient transfer from the main site. The finalised scope of health services will reflect this in the number of vehicles provide on-site.</u>
	<u>BCUHB assumptions for unit costs</u>
<u>xxx.</u>	<u>Specialist services and transfers out of area are not included.</u>
<u>xxxi.</u>	<u>Community and mental health-based services are indicative and figure is for planning purposes.</u>
<u>xxxii.</u>	<u>Conditions with high cost impact (eg, high cost cancer drugs) are not included.</u>

SCHEDULE 9 EMERGENCY SERVICES

"Emergency Services (Ambulance) Contribution" means a contribution of £[1,000,000] (One Million Pounds);

"Emergency Services (Fire) Contribution" means a contribution of £[1,000,000] (One Million Pounds);

"Emergency Service (Police) Contribution" means a contribution of £[6,170,242] (Six Million One Hundred and Seventy Thousand Two Hundred and Forty Two Pounds);

1. Public Services (Ambulance) Contribution

- 1.1 ~~The Developer will deliver from~~From Implementation the ~~scope~~Developer shall comply with Scope of ~~onsite ambulance services as set out in the scope of health services~~Health Services set out Annex 1 to [Schedule 8] ~~and maintain those services until the end of the Construction Period~~(including appropriate phasing for its delivery) which provides for onsite ambulance services.
- 1.2 The Public Services (Ambulance) Contribution ~~will~~shall be paid by the Developer to ~~IACC~~the Council for onward payment to the Welsh Ambulance Service Trust ~~as follows:~~⁴³in the following instalments:
 - 1.2.1 a payment of £50,000 (~~Indexed~~Fifty Thousand Pounds) prior to Implementation;
 - 1.2.2 a payment of £100,000 (~~Indexed~~One Hundred Thousand Pounds) on the first anniversary of Implementation;
 - 1.2.3 a payment of £150,000 (~~Indexed~~One Hundred and Fifty Thousand Pounds) on the second anniversary of Implementation;
 - 1.2.4 a payment of £~~200~~150,000 (~~Indexed~~One Hundred and Fifty Thousand Pounds) on the third anniversary of Implementation;
 - 1.2.5 a payment of £200,000 (~~Indexed~~Two Hundred Thousand Pounds) on the fourth anniversary of Implementation;
 - 1.2.6 a payment of £100,000 (~~Indexed~~One Hundred Thousand Pounds) on the fifth anniversary of Implementation;
 - 1.2.7 a payment of £100,000 (~~Indexed~~One Hundred Thousand Pounds) on the sixth anniversary of Implementation;

⁴³~~CC Drafting Note: The cost is based on Horizon provision of Health services for the construction workforce: (per discussion document (Emergency Care para 2.2.38 to 2.2.44)) where Horizon would provide 3 private ambulances, on site, at peak (1 No 4x4 off road crash, 1No 4x4 ambulance and 1No road ambulance) with advanced life support and advanced cardiac life support capability~~

- 1.2.8 a payment of £100,000 (~~Indexed~~One Hundred Thousand Pounds) on the seventh anniversary of Implementation;
- 1.2.9 a payment of £50,000 (~~Indexed~~Fifty Thousand Pounds) on the eighth anniversary of Implementation,

and the Developer ~~agrees~~shall not ~~to~~-Implement the Wylfa Newydd DCO Project until it has made the first ~~payment~~ ~~has been made~~to the Council.

- 1.3 The Public Services (Ambulance) Contribution ~~must~~shall be spent on:

- 1.3.1 mitigation for the potential for higher demand for Welsh Ambulance Services Trust ambulance services as a result of the Wylfa Newydd DCO Project; and
- 1.3.2 Welsh Ambulance Services Trust workforce planning and training, and monitoring.

2. Public Services (Fire) Contribution

- 2.1 ~~The Developer will deliver from~~From Implementation the ~~scope~~Developer shall deliver the ~~of onsite fire services~~Onsite Fire Services as set out in Annex 1 and it shall maintain those services until the end of the Construction Period.

- 2.2 The Public Services (Fire) Contribution ~~will~~shall be paid by the Developer to ~~IAC~~the Council for onward payment to North Wales Fire and Rescue Service ~~as follows~~in the following instalments:

- 2.2.1 a payment of £50,000 (~~Indexed~~Fifty Thousand Pounds) prior to Implementation;
- 2.2.2 a payment of £100,000 (~~Indexed~~One Hundred Thousand Pounds) on the first anniversary of Implementation;
- 2.2.3 a payment of £150,000 (~~Indexed~~One Hundred and Fifty Thousand Pounds) on the second anniversary of Implementation;
- 2.2.4 a payment of £200~~150~~150,000 (~~Indexed~~One Hundred and Fifty Thousand Pounds) on the third anniversary of Implementation;
- 2.2.5 a payment of £200,000 (~~Indexed~~Two Hundred Thousand Pounds) on the fourth anniversary of Implementation;
- 2.2.6 a payment of £100,000 (~~Indexed~~One Hundred Thousand Pounds) on the fifth anniversary of Implementation;
- 2.2.7 a payment of £100,000 (~~Indexed~~One Hundred Thousand Pounds) on the sixth anniversary of Implementation;
- 2.2.8 a payment of £100,000 (~~Indexed~~One Hundred Thousand Pounds) on the seventh anniversary of Implementation;
- 2.2.9 a payment of £50,000 (~~Indexed~~Fifty Thousand Pounds) on the eighth anniversary of Implementation,

and the Developer ~~agrees~~shall not ~~to~~Implement the Wylfa Newydd DCO Project until it has made the first ~~payment has been made~~to the Council.

2.3 The Public Services (Fire) Contribution ~~must~~shall be spent on:

~~2.3.1 Increasing the existing North Wales Fire and Rescue Service presence at Holyhead Port to a 24 hours presence during the peak construction years.~~

2.3.1 Additional demands in relation to:

- (a) Business Fire Safety (including signing off accommodation fire safety certification).
- (b) Community Safety (supporting the Wylfa Newydd DCO Project in the Fire Prevention and Education programme).

2.3.2 Additional training and heavy lifting equipment for deployment at road traffic accidents~~;~~

2.3.3 Workforce planning~~;~~ and

2.3.4 Staffing time and costs required to physically review the Site and liaise with the Developer in respect of the ~~with the~~construction build for the duration of the Construction Period.

3. Public Service (Police) Contribution

3.1 The Public Services (Police) Contribution ~~will~~shall be paid by the Developer to ~~IACC~~the Council for onward payment to North Wales Police ~~as follows in the following instalments:~~

- 3.1.1 a payment of £~~361,184~~Indexed722,368 (Seven Hundred and Twenty Two Thousand Three Hundred and Sixty Eight Pounds) prior to Implementation;
- 3.1.2 a payment of £~~361,184~~Indexed583,088 (Five Hundred and Eighty Three Thousand and Eighty Eight Pounds) on the first anniversary of Implementation;
- 3.1.3 a payment of £~~583,088~~Indexed713,616 (Seven Hundred and Thirteen Thousand Six Hundred and Sixteen Pounds) on the second anniversary of Implementation;
- 3.1.4 a payment of £713,616 (IndexedSeven Hundred and Thirteen Thousand Six Hundred and Sixteen Pounds) on the third anniversary of Implementation;
- 3.1.5 a payment of £713,616 (IndexedSeven Hundred and Thirteen Thousand Six Hundred and Sixteen Pounds) on the fourth anniversary of Implementation;
- 3.1.6 a payment of £713,616 (IndexedSeven Hundred and Thirteen Thousand Six Hundred and Sixteen Pounds) on the fifth anniversary of Implementation;
- 3.1.7 a payment of £713,616 (IndexedSeven Hundred and Thirteen Thousand Six Hundred and Sixteen Pounds) on the sixth anniversary of Implementation;

- 3.1.8 a payment of £713,616 (Indexed Seven Hundred and Thirteen Thousand Six Hundred and Sixteen Pounds) on the seventh anniversary of Implementation;
- 3.1.9 a payment of £713,616 (Indexed 583,088 (Five Hundred and Eighty Three Thousand and Eighty Eight Pounds) on the eighth anniversary of Implementation;
- ~~3.1.10 a payment of £583,088 (Indexed) on the ninth anniversary of Implementation.~~

3.1.10—a payment of £583,088 (Indexed) on the ninth anniversary of Implementation,

and the Developer ~~agrees shall~~ not ~~to~~ Implement the Wylfa Newydd DCO Project until it has made the first payment ~~has been made~~ to the Council.

3.2 The Public Services (Police) Contribution ~~must~~shall be spent on funding:

- 3.2.1 neighbourhood policing capacity comprising 1 sergeant; 2 constables and 3 PCSOs;
- 3.2.2 road policing capacity comprising 2 constables;
- 3.2.3 operational planning capacity comprising 1 constable; and
- 3.2.4 detective/intelligence capacity comprising 1.25 detective constables.

4. Emergency Services Engagement Group

- 4.1 From Implementation the Developer and the Council agree to constitute an Emergency Services Engagement Group.
- 4.2 The ~~Parties agree that the~~ invited membership of the Emergency Services Engagement Group will be a representative from each of the Council, the Developer, the Welsh Government, North Wales Police, ~~–~~North Wales Fire and Rescue Service, and Welsh Ambulance Service Trust.
- 4.3 If following invitation the Welsh Government and/or North Wales Police and/or North Wales Fire and Rescue Service and/or and Welsh Ambulance Service Trust decline to respond or to participate in the Emergency Services Engagement Group then the Emergency Services Engagement Group shall consist of the Council the Developer and such of the Welsh Government, North Wales Police, North Wales Fire and Rescue Service, and Welsh Ambulance Service Trust who have elected to participate.
- 4.3.4 The Parties agree that the duties and responsibilities of the Emergency Services Engagement Group are:

4.34.4 The Parties agree that the duties and responsibilities of the Emergency Services Engagement Group are:

~~4.3.1~~4.4.1 To monitor the implementation of the obligations on behalf of the Developer and the Council as set out in this Schedule 4;

4.4.2 Work with the Developer to develop (and update where that is relevant) the AIL Management Scheme, Traffic Incident Management Scheme, Protest Management Scheme, Community Safety Management Strategy in each case as defined by the DCO and required in accordance with DCO requirement [●].

~~4.3.2~~4.4.3 Agree the content of the Community Safety Management Strategy (in accordance with the equivalent DCO requirement and the Wylfa Newydd Code of Construction Practice) which will include monitoring against community safety indicators, including data on anti-social behaviour and crime and which may propose changes to practical ways of working. The Emergency Services Engagement Group will also liaise with the Health and Wellbeing Engagement Group in agreeing the content of the Community Safety Management Strategy as it relates to health and care sector staffing.

~~4.3.3~~4.4.4 To identify preparation measures in the event of an emergency situation at the power station.

~~4.4~~ ~~To review and comment on:~~

(a) ~~[List agreed strategies/plans i.e. could include TIMP and AILs management plan if not agreed through COCP process].~~

~~4.4~~ ~~The Parties undertake that they will provide monitoring returns to the Emergency services Sub Group as follows:~~

(a) ~~[To be agreed noting that provision to the NWP has generally been provided for as part of the specific monitoring sections above]~~

~~ANNEX 1 - SCOPE OF ONSITE FIRE SERVICES~~

HORIZON – FIRE & RESCUE SCOPE OF SERVICE

1. Introduction

The Wylfa Project is located near Cemaes on the north coast of Anglesey, Wales. Anglesey has a population of approximately 70,000 people. Fire & Rescue services on the island consist of a day manned fire station at Holyhead and 6 other retained fire stations on the island. The nearest aerial platform is based on the mainland and specialist rescue services would have to travel from South Wales or Merseyside.

The construction site will therefore have to be largely self-sufficient for fire-fighting and rescue. The client, Horizon Nuclear Power (HNP) has asked Bechtel to submit a proposed Scope of Work for Fire & Rescue Services for the main Power Station site and Temporary Worker's Accommodation to enable them to agree a Statement of Common Ground (SoCG) with North Wales Fire & Rescue Service (NWFRS) covering the impact of the Wylfa Newydd project on local Fire and Rescue services.

There will be a construction workforce of approximately 9,000 on site at the peak of the project and there will be a camp facility constructed adjacent to the construction site that will have the capability to house up to 4,000 of these workers. There will be a further 2,000 local employees and an additional 3,000 workers who reside in temporary accommodation on the island and on the mainland close to the bridge.

2. General Scope of Work

The Scope shall include the following:

- Provide sufficient trained and experienced fire-fighting personnel and equipment to cope with minor fires on the construction site or camp, rescue trapped personnel and control major events until offsite assistance can arrive.
- Provide emergency response for industrial/construction accidents or emergency medical conditions in support of the site medical team including first response, transport of medical personnel to site locations, recovering the patient / making the area safe and transporting injured personnel to the site clinic.
- Establish and provide specialist rescue services including (and not limited to) rope rescue e.g. from excavations, scaffolds and tower cranes, confined space rescue and water rescue.
- Respond to environmental incidents in support of site prelims teams e.g. deploying booms and spill kits, hazard material spills.
- Deliver fire prevention training and surveillance of all project facilities to ensure all facilities and work areas are compliant with UK fire regulations, and in conformance with Horizon policy and project requirements for fire prevention and response.
- Perform fire safety education campaigns both on and off site in support of Sustainability objectives
- Form the nucleus of the Site Emergency Response team supplemented by trained volunteers
- Provide certified fire extinguisher training and emergency response skills training to the site workforce

2.1 Considerations

- Site population growing from 500- 9,000 personnel, Camp population ramping up to 4,000 personnel from year 5
- Limited local emergency services availability
- Nearest centre of excellence for specialist support 2-3 hours minimum travel
- Transportation of a critically ill / injured employee may require evacuation by rotor wing

aircraft

3. FIRE AND RESCUE SERVICES

The following services are to be provided at the site and, when occupied, the neighbouring temporary worker's camp based from a centrally located facility

Construction site: 24-hour coverage/ 7 days per week

- Emergency vehicles for first response including all-terrain vehicle for remote areas of site
- Ability to search smoke filled buildings for casualties using Breathing Apparatus
- Pumps and hoses to control major fires and limit spread using site fire hydrants when available otherwise drawing water from ponds and/ or water bowsers/tankers (operated by others)
- Specialist rescue services e.g. -for work at height, confined spaces, machinery or vehicle events
- Support to site medical team for casualty recovery, stabilisation and transport to site clinic

Construction Temp workers camp (24-hour coverage 7 days per week, Fire Watch may be based at the camp on call 11pm to 7am)

- Emergency vehicles for first response
- Ability to search multi-storey accommodation buildings for casualties using Breathing Apparatus
- Pumps and hoses to control major fires and limit spread using site fire hydrants
- Support to site medical team for casualty recovery, stabilisation and transport to camp medical facility

3.12.2 Specialist Rescue Capabilities

Fire and Rescue Services provider shall provide specialist rescue services to meet the current identified risks on the construction site depending on the project phase: Note: These abilities are to be developed throughout the project in order to prepare for next phase

Specialist services	examples of locations /incidents	Capability required
Rescue from height	Excavations incl. rope access to rock faces, scaffolds and recovering operator from tower crane cabs with a requirement to recover a suspended casualty in less than 15 minutes	Rope rescue team trained in casualty recovery from heights. Also using crane baskets and MEWPs where available
Confined space rescue	Persons overcome in manholes, tanks, vessels, tunnels, service ducts and galleries	BA-trained search and rescue for vertical and horizontal entry
Water rescue	Inlet/outlet works, settling ponds, water-filled excavations	Recovering casualties from water/deep mud. Note: NOT including the rescue boat for marine works, diving or MOLF operations which will be part of relevant marine

		contractor's scope
Cutting and lifting equipment	Persons trapped under overturned Construction plant / vehicles, collapsed scaffolding, spilled materials	Air lift bags and cutting equipment to be used in conjunction with cranes and available site equipment
Chemical Hazard response	Spills of hazardous/flammable chemicals on site	Casualty recovery and containment of moderate quantities / restricted list of hazardous substances permitted on site

4. FIRE AND RESCUE STAFF

Fire & rescue team members on watch will be accommodated at the site campus facility (once constructed) and shall be on call 24/7 for emergencies.

Staffing levels will change over the life of the Project in relation to the workforce levels and camp population. -A rotational staffing plan will be required to provide continuous coverage and to allow for leave.

Due to the potential for multiple, simultaneous trauma victims, all Fire and Rescue team members must have strong emergency medical abilities (including first responders or paramedics) to support the site medical team. Team members will ideally be experienced in one or more types of specialist rescue (rope rescue, confined space, water)

Curriculum Vitae (CVs) for team leaders, members and administrative assistant shall be reviewed and approved prior to mobilisation to Site of these personnel.

5. Selected Job Descriptions

Expected duties of the Watch leads and team members include:

Fire and Rescue Watch Lead

- Reports to the PMC Emergency Planning Manager
- Appropriately qualified in the UK
- Minimum of 5 years' supervisory Fire and rescue experience, some of which is ideally in a construction setting
- CPD maintained and current on Fire & rescue practices
- Experience in emergency medical treatment (Advanced first aid and casualty handling or paramedic)
- Develop and implement the necessary policies, procedures and, protocols, facility requirements, emergency procedures, audits & inspections.
- Manage and lead the day-to-day operations of the Fire and Rescue team
- Competent to Lead accident/Incident investigations
- Lead and participate in scheduled meetings as required
- Lead and participate in induction of new staff as required
- Manage the performance appraisal of staff. - Maintain appropriate documentation of any actions taken regarding specific individual performance and deal with any disciplinary or grievance matters
- Prepare daily, weekly and incident reports

- - Implementation of Site Fire Prevention plans and preventative activities, including Fire Prevention promotion educational activities
- - Ensure the Fire and Rescue equipment is properly maintained
 - Establish and manage a monthly equipment checklist register
 - Establish and manage the asset register
 - Establish and manage the equipment maintenance and calibration schedule
 - Maintain inventory of consumables
- - Maintaining an up-to-date roster
- - Organise and Facilitate both on and off site emergency drills with local authorities e.g. environmental agency, water, local council, fire, ambulance and police etc.
- - To be Fit for task

FIRE AND RESCUE TEAM MEMBER

- - The Team Member will report directly the watch team leader
- - Minimum 2 years' experience in Fire and Rescue and CPD maintained
- - Be current and certified in First Aid including CPR/ AED
- - Qualifications and or experience in emergency response including specialist skills
- - Participate in incident investigations
- - Ensure the Fire and Rescue equipment is properly maintained
- - Participate in preventative activities, including Fire Prevention promotion educational activities
- - To be Fit for task

6. Fire Prevention and Education

6.1 Fire Prevention

Fire & rescue service provider shall deliver Fire Prevention training to site personnel as part of initial induction and refreshed in tool box talks delivered periodically across the site. -They will also train selected project contractor personnel (e.g. appointed fire watchers for hot works) in their duties and the use of fire extinguishers. The fire and rescue team will perform regular site tours checking on fire prevention controls e.g. storage of flammable materials and checking the availability and status of fire-fighting equipment.

6.2 Education

In addition to the training provided to site workers detailed above, the fire and rescue service will provide periodic fire safety briefings to the camp population and engage in Horizon community education initiatives.

7. Emergency Planning

There must be a provision of timely response to conditions which occur at the construction site and camp, which may require urgent or non-urgent actions

Fire and Rescue service provider will contribute to the development of emergency response plan(s) for incidents which may occur. Plans must include personnel, material and the equipment necessary to execute them. The plan(s) shall also address mass casualty events and the process to follow should such an event occur.

7.1 Emergency Vehicles

Vehicle Provision

A risk assessment will be undertaken regarding the number of emergency vehicles required on site for the performance of the Services. The current plan is for 2-3 vehicles, which would include at least one 4x4 off-road for the outer earthworks areas and at least one fire tender.

The emergency vehicles will meet the standard service requirements for a UK fire service appliance and all fittings and equipment will be specified to be compatible with the North Wales Fire and Rescue services equipment. -The vehicle will include the following items:

- - Siren
 - Blue flashing Beacon Light visible from position 360 degrees around the vehicle
 - Radio Network Communication
 - GPS and Local area maps
 - Seat Belts for all occupants
 - Water Tank
 - AED with ECG monitoring function/ Life packs

8. Fire and Rescue Facility Specification

LOCATION	No. off	DESIGN REQUIREMENT	ADDITIONAL REQUIREMENTS
Site Fire & Rescue Base Situated for rapid access to construction site and camp	1	<p>Garage for Emergency vehicles</p> <p>Vehicle engine heater connections</p> <p>Store for rescue equipment including equipment maintenance area with workbench</p> <p>Office</p> <p>Kitchen area with appliances</p> <p>Break Room</p> <p>Toilets with showers</p> <p>Showers for decontamination</p> <p>Drying room</p> <p>Compressor room</p> <p>SCBA Workshop</p>	<ul style="list-style-type: none">● Electricity● Potable water● Automatic transition generator● Building Heating /● cooling system● Ramp for stretcher access● Training room &● equipment/aids● Drill/exercise area● Vehicle wash facilities● Hydrant to fill tanks● Gas testing and calibration equipment● Equipment to monitor environment dosimeters, Gas, Thermal Image, Noise, meters etc

<u>Situated for rapid access to construction site and camp</u>	<u>Hose repair facility</u> <u>Vehicle engine heater connections</u> <u>Store for rescue equipment including equipment</u> <u>maintenance area with workbench</u> <u>Office</u> <u>Kitchen area with appliances</u> <u>Break Room</u> <u>Toilets with showers</u> <u>Showers for decontamination</u> <u>Drying room</u> <u>Compressor room</u> <u>SCBA Workshop</u> <u>Hose repair facility</u>	
Fire fighting and Rescue equipment Storage	4 Transportable Storage Container(s) for additional fire and rescue equipment in major construction areas e.g. rescue stretchers, hoses, high capacity extinguishers, additional spill kits	<ul style="list-style-type: none"> • Lighting • background heating

8.1 8.1 Staffing Levels

The services listed above are expected to be in operation throughout project construction, but the facilities and hours of operation may change based on the changing needs of the project. -The estimated Hours of Operation are also provided below, but are subject to change, including the implementation of split-shifts, based on the construction work schedule and other factors and as directed by the client.

Fire/Rescue services provider personnel shall be on duty while significant construction activities are ongoing. Where logistics or maintenance activities take place at night then on-call emergency coverage for night shift work will be provided on a call out basis.

The following table shows the estimated breakdown based on the assumption that no night work is being performed at the beginning of the Project. -If/when night shift work is performed the Site Health Safety and Environment (HS&E) Manager, in conjunction with Client Site Manager, will request an adjustment to the staffing plans accordingly.

Earthworks and Marine Phase: -Up to 1000 Site Population

12 hours/day, 6 days/week.

12-hour shifts for all personnel.

Team Leader	Team Members	-Of whom	
		Confined space-/BA trained	Rope Rescue Specialists
WATCH A	1	3	3
WATCH B	1	3	2

Early Works – -1,000 to 3,000 Site Population / No camp

24 hours/day, 7 days/week

12-hour shifts for all personnel.

to be on call after hours for emergencies

Team Leader	Team Members	-Of whom	
		Confined space	Rope Rescue
WATCH A	1	4	3
WATCH B	1	4	2

Main Works - 3,000 to 9,000 Site Population / up to 4,000 in camp

24 hours/day, 7 days/week

12-hour shifts for all personnel.

to be on call in camp after hours for emergencies

Team Leader	Team Members	-Of whom	
		Confined space	Rope Rescue
WATCH A	1	4	3
WATCH B	1	4	2
WATCH C	1	4	2

SCHEDULE 10

CONSTRUCTION NOISE MITIGATION

"Construction Noise (Cemaes Primary School) Contribution" means the value of the noise ~~mitigation package~~insulation or other measures agreed to pursuant to ~~[Schedule 10]~~ with [Schedule 10] to a maximum value of £~~£~~250,000 (Two Hundred and Fifty Thousand Pounds)~~(Indexed)~~;

"Construction Noise (Eglwys Sant Padrig Church) Contribution" means the value of the noise ~~mitigation package~~insulation or other measures agreed to pursuant to ~~[Schedule 10]~~[Schedule 10] with a maximum value of £~~£~~250,000 (Two Hundred and Fifty Thousand Pounds)~~(Indexed)~~;

1. Construction Noise Cemaes Primary School Contribution

- 1.1 The Construction Noise (Cemaes Primary School) Contribution ~~will shall~~ be paid by the Developer to the Council on the first anniversary of Implementation and the Developer ~~covenants that it will shall~~ not further Implement the Wylfa Newydd DCO Project until this contribution has been paid.
- 1.2 The Council ~~will apply the Construction Noise (Cemaes Primary School) Contribution to shall~~ work with the owners of Cemaes Primary School to agree ~~an~~ appropriate noise insulation or other measures (which may include (but are not limited to) further glazing, teaching support, or sound absorption measures) to reduce ~~noise in classrooms~~⁴⁴ to address impacts of construction noise impacts to Cemaes Primary School for the Construction Period ~~and shall apply the Construction Noise (Cemaes Primary School) Contribution to delivery of those measures.~~
- 1.3 The Council ~~will shall~~ use reasonable endeavours to ensure that the agreed measures are in place as soon as reasonably practicable following ~~Implementation~~receipt of the payment being received pursuant to paragraph 1.1.

2. Construction Noise (Eglwys Sant Padrig Church) Contribution

- 2.1 The Construction Noise (Eglwys Sant Padrig Church) Contribution ~~will shall~~ be paid by the Developer to the Council on the first anniversary of ~~Implementation~~ and the Developer ~~covenants that it will shall~~ not further Implement the Wylfa Newydd DCO Project until this contribution has been paid.
- 2.2 The Council ~~will apply the Construction Noise (Eglwys Sant Padrig Church) Contribution to shall~~ work with the owners of Eglwys Sant Padrig Church to agree ~~an~~ appropriate noise insulation or other measures (which may include (but are not limited to) installation of sound re-enforcement systems) to reduce noise⁴⁵ to address impacts of construction noise ~~to Eglwys Sant Padrig Church~~ for the Construction Period ~~and shall apply the Construction Noise (Eglwys Sant Padrig Church) Contribution to those measures.~~

⁴⁴ ~~CC Drafting Note: this could include for example further glazing, teaching support, sound absorption measures.~~

⁴⁵ ~~CC Drafting Note: this could include for example installation of sound re enforcement systems.~~

2.3 The Council ~~will shall~~ use reasonable endeavours to ensure that the agreed measures are in place as soon as reasonably practicable following ~~Implementation~~receipt of the payment being received pursuant to paragraph 2.1.

SCHEDULE 11 ENVIRONMENT AND HISTORIC HERITAGE

"Cestyll Gardens Contribution" means a total sum of £[750,000] (Seven Hundred and Fifty Thousand Pounds) ~~(Indexed)~~;

"Chough Network" means the network of sites managed for chough foraging along the north coast of Anglesey;

"Environment (Cemlyn Lagoon) Fund" means a total fund of £[245,000] (Two Hundred and Forty Five Thousand Pounds) ~~(Indexed)~~ which ~~may~~shall be allocated in accordance with ~~[Schedule 11];~~[Schedule 11];

"Environment Enhancement Fund" means a total fund of £[400,000] (Four Hundred Thousand) ~~(Indexed)~~ which ~~may~~shall be allocated in accordance with ~~[Schedule 11];~~[Schedule 11];

"Environment Officers" means an officer or officers employed by the Council in accordance with ~~[Schedule 11];~~[Schedule 11];

"Felin Gafnan Interpretation Board Contribution" means £[3,000] ~~(Indexed Three Thousand Pounds)~~ which ~~may~~shall be allocated in accordance with ~~[Schedule 11];~~[Schedule 11];

"Heritage Interpretation Board Contribution" means a contribution of £[6,000] (Six Thousand Pounds) ~~(Indexed)~~ which ~~may~~shall be allocated in accordance with ~~[Schedule 11];~~[Schedule 11];

"Tern Warden Payment" means a payment of £[90,000] (Ninety Thousand Pounds) ~~(Indexed);~~;

"Environment Officer Contribution" means ~~a~~an annual contribution of £[40,000] (Forty Thousand Pounds) ~~(Indexed);~~;

"Tern Warden" means ~~the~~a suitable qualified and experienced tern warden employed or contracted by ~~North Wales Wildlife Trust~~ to ~~monitor~~to warden the tern population ~~in~~at the Cemlyn Lagoon ~~during terns breeding seasons~~ throughout the Construction Period ~~of the Wylfa Newydd DCO Project~~;

1. **Environmental Enhancement Fund**

1.1 The Developer ~~will~~shall set up the Environmental Enhancement Fund which shall be open to applications from Implementation until five years after the end of the Construction Period.

1.2 ~~The Parties agree that~~ relevant ~~Relevant~~ nature conservation bodies and landowners~~s~~ may make an application to the Developer for release of monies under the Environmental Enhancement Fund where such application must set out:

1.2.1 the enhancement works proposed~~led~~;

1.2.2 the delivery proposal for the enhancement works including timeframes; and

1.2.3 the costings of the proposal.

1.3 Applications ~~anticipated to~~the Parties anticipate shall receive funding include:

- 1.3.1 An agri-environment scheme targeted at farmers who own and manage land surrounding the WNDA to undertake works to merge the new WNDA landscape with the surrounding area and provide habitat linkages to surrounding habitats.
- 1.3.2 An agri-environment scheme for the Cemaes Bay catchment area to improve coastal water quality, (including works which improve water quality within the Afon Cafnan/Nant Cemlyn catchments), re-establish Bathing Water Directive compliance and restore the blue flag award for the Cemaes Bay beach.
- 1.3.3 Works to improve the resilience of the Chough Network including capital works such as installing livestock fencing and developing management plans and maintenance works.

1.4 ~~The Developer will determine applications~~Applications for the Environmental Enhancement Fund shall be determined by the Developer in consultation with Natural Resources Wales.

1.5 ~~The Developer will not be required~~There shall be no requirement to consider applications to the Environmental Enhancement Fund received five years after the end of the Construction Period.

2. **Environment (Cemlyn Lagoon) Fund**

2.1 The Developer ~~will~~shall set up the Environmental (Cemlyn Lagoon) Fund which shall be open to applications from Implementation until the end of the Construction Period.

2.2 ~~The Parties agree that~~ [National Trust, North Wales Wildlife Trust, or Royal Society for the Protection of Birds (or their successor organisations)] may make an application to the Developer for release of monies under the Environmental (Cemlyn Lagoon) Fund where such application must set out:

- 2.2.1 the works ~~proposal and proposed which~~ demonstrate ~~its~~their value to understanding or improving resilience of or enhancing the Cemlyn Lagoon habitat;
- 2.2.2 the delivery proposal for the works including timeframes; and
- 2.2.3 the costings of the proposal.

2.3 Applications ~~anticipated to~~the parties anticipate shall receive funding include:

- 2.3.1 Capital and maintenance projects to strengthen the resilience of Cemlyn lagoon.
- 2.3.2 Proposals to establish a programme of work to identify gaps in the understanding of the Cemlyn Lagoon habitat and identify mechanisms for resilience or improvement of management, which may include funding or part

funding for a post-doctorate position at Bangor University to research such matters.

- 2.3.3 Proposals to establish programme of work to understand the population trends and long-term expectations for the Anglesey Terns SPA populations and identifying mechanisms to remedy any long-term threats, which may include funding or part funding for a post-doctorate position at Bangor University.
- 2.4 ~~The Developer will determine applications~~ Applications for the Environmental Enhancement Fund shall be determined by the Developer in consultation with Natural Resources Wales.
- 2.5 ~~The Developer will not be required~~ There shall be no requirement to consider applications to the Environmental (Cemlyn Lagoon) Fund received after the end of the Construction Period.

3. **Tern Warden**

- 3.1 The Tern Warden Payment ~~will~~shall be paid by the Developer to the Council for onward Payment to the North Wales Wildlife Trust (subject to Clause ~~(7)~~(7)) prior to Implementation and the Developer ~~agrees~~shall not Implement the Wylfa Newydd DCO Project until this payment has been made.
- 3.2 The purpose of the Tern Warden Payment is for the part funding of a warden operating at Cemlyn Bay during the Tern breeding season for the duration of the Construction Period to minimise disturbance from the Workforce at the Anglesey SPA tern colony as a result of the Wylfa Newydd DCO Project.

4. **Environment Officer**

- 4.1 The Environment Officer Contribution ~~will~~shall be paid by the Developer to the Council ~~as follows~~in the following instalments:
 - 4.1.1 the first payment ~~will~~of £40,000 (Forty Thousand Pounds) shall be paid prior to Implementation;
 - 4.1.2 the second and subsequent payments ~~will~~each of £40,000 (Forty Thousand Pounds) shall be paid annually on the anniversary of Implementation and thereafter for the duration of the Construction Period,
- 4.2 The Council ~~undertakes to~~shall use the Environment Officer Contribution to fund the employment of an Environment Officer to monitoring the Developer's and its partners' and contractors' compliance with relevant ecological mitigation and monitoring plans committed to by the Developer pursuant to the DCO and to monitor compliance with ecological, landscape and historic environment mitigation secured under the DCO and to work with the Developer's Ecological Clerk of Works.

5. Cestyll Garden ~~Payment~~ Contribution

5.1 [Principles:

~~5.1.1~~ If prior to Implementation (or such other date as may be agreed by the Developer owns and the Council) the Developer secures ownership or control of Cestyll Garden, such that it will develop and thereafter implement is able to undertake conservation management works and measures it shall prior to Implementation submit to the Council (in consultation with Cadw) for its written approval a conservation management plan and it shall implement the approved plan to the Council's reasonable satisfaction by Implementation.

~~5.1.2~~ If by Implementation (or such other date as may be agreed by the Developer and the Council) the Developer does not own or have sufficient control over Cestyll Garden, it will to enable it to undertake conservation management works and measures, it shall use reasonable endeavours to work with the landowner of Cestyll Garden to develop and implement a conservation management plan (such plan to be submitted to the Council (in consultation with Cadw) for its written approval by the first anniversary of Implementation), and will the Developer shall fund implementation of that plan up to a maximum of £750,000 (Indexed) and the approved plan shall be implemented to the Council's reasonable satisfaction by the first anniversary of Implementation.

~~5.1.3~~ 5.2.1 If despite using reasonable endeavours it has not been possible to achieve [5.1.1] by Implementation or [5.1.2] by the first anniversary of Implementation, then the Developer will allocate either to implement a financial contribution of £750,000 (Indexed) to the Council, conservation management plan pursuant to [6.1] by Implementation or pursuant to [6.2] by the first anniversary of Implementation, the Developer shall pay to the Council the Cestyll Garden Contribution for spending (in consultation with Cadw), on enhancing the enhancement of other heritage assets in the vicinity of the WNDA such payment to be made by the Developer to the Council no later than one month following the first anniversary of Implementation.

~~5.1.4~~ 5.2.2 The A conservation management plan will submitted and approved pursuant to either 5.1.1 or 5.1.2 above shall:

- (a) set out required restoration works for Cestyll Garden;
- (b) require installation of interpretation boards;
- (c) establish a programme of maintenance for the duration of the construction period to the end of the Operational Period; and
- (d) require and establish improvements to public access of Cestyll Garden.

6. Heritage Interpretation Board Contribution

6.1 The Heritage Interpretation Board Contribution ~~will shall~~ be paid by the Developer to the Council prior to Implementation and the Developer ~~covenants that it will shall~~ not Implement the Wylfa Newydd DCO Project until this contribution has been paid.

- 6.2 The Council ~~will shall~~ apply the Heritage Interpretation Board Contribution to improve, supplement or replace the existing interpretation boards at the Capel Soar Standing Stone, Trefignath Burial Chamber, and Ty Mawr Standing Stone-.
- 6.3 The Council ~~will shall~~ use reasonable endeavours to ensure that the improved or replaced interpretation boards are in place as soon as reasonably practicable following Implementation.

7. **Felin Gafnan**

- 7.1 The Felin Gafnan Interpretation Board Contribution ~~will shall~~ be paid by the Developer to the Council for onward payment to National Trust prior to Implementation and the Developer ~~eovenants that it will shall~~ not Implement the Wylfa Newydd DCO Project until this contribution has been paid.
- 7.2 The Council ~~will shall~~ require National Trust to apply the Felin Gafnan Interpretation Board Contribution to [providing/improving] interpretation boards at the Felin Gafnan Corn Mill, Mill House at Felin Gafnan, and the Corn-drying House at Felin Gafnan prior to the first anniversary of Implementation-.
- 7.3 In the event that the undertaking of the Wylfa Newydd DCO Project causes structural damage Felin Gafnan Corn Mill, Mill House at Felin Gafnan, and the Corn-drying House at Felin Gafnan ("properties") as determined by the [survey undertaken pursuant to section 8 of the Main Power Station Site Code of Construction Practice] ("Survey"), the Developer ~~will meet~~ shall pay to the Council for onward payment to the owner of properties' ~~the~~ reasonable costs of making repairs⁴⁶ as assessed by the Survey within 40 Working Days of completion of that Survey.

⁴⁶~~CC Drafting Note: the pre and post surveys dictating any repair will be required as set out in the MPSS Sub-COCP the pre survey requirement is in the document and the post survey requirement will be included in the COCP.~~

SCHEDULE 12 COMMUNITY FUND

"Charity Commission" means the non-ministerial government department regulator of charities in England and Wales, or any equivalent successor body;

"Community Fund" means a total fund of ££4,000,000 (Four Million Pounds) which ~~may~~shall be allocated in accordance with [Schedule 115.212];

"Eligible (Community Fund) Applicants" means the categories of applicant set out in Annex 1 to ~~[Schedule 12]~~[Schedule 12] and Eligible (Community Fund) Applicant should be construed accordingly;

"Eligible (Community Fund) Projects" means the categories of schemes, measures and projects set out in Annex 2 to ~~[Schedule 12]~~[Schedule 12] Eligible (Community Fund) Project should be construed accordingly.

1. Community Fund

1.1 The Community Fund ~~will~~shall be paid by the Developer to the Council ~~as follows in the following instalments:~~

- 1.1.1 a payment of £200,000 (Two Hundred Thousand Pounds) (Indexed) prior to Implementation;
- 1.1.2 a payment of £300,000 (Three Hundred Thousand Pounds) (Indexed) on the first anniversary of Implementation;
- 1.1.3 a payment of £500,000 (Five Hundred Thousand Pounds) (Indexed) on the second anniversary of Implementation;
- 1.1.4 a payment of £500,000 (Five Hundred Thousand Pounds) (Indexed) on the third anniversary of Implementation;
- 1.1.5 a payment of £750,000 (Seven Hundred and Fifty Thousand Pounds) (Indexed) on the fourth anniversary of Implementation;
- 1.1.6 a payment of £750,000 (Seven Hundred and Fifty Thousand Pounds) (Indexed) on the fifth anniversary of Implementation;
- 1.1.7 a payment of £400,000 (Four Hundred Thousand Pounds) (Indexed) on the sixth anniversary of Implementation;
- 1.1.8 a payment of £300,000 (Three Hundred Thousand Pounds) (Indexed) on the seventh anniversary of Implementation;
- 1.1.9 a payment of £200,000 (Two Hundred Thousand Pounds) (Indexed) on the eighth anniversary of Implementation; and
- 1.1.10 a payment of £100,000 (Two Hundred Thousand Pounds) (Indexed) on the ninth anniversary of Implementation.

-and the Developer ~~covenants that it will~~shall not Implement the Wylfa Newydd DCO Project until the first payment has been paid.

1.2 The ~~Parties agree that the~~ Community Fund shall be for the purpose of mitigating any intangible and residual impacts of the Wylfa Newydd DCO Project on ~~the~~ communities ~~in the [KSA]~~ through schemes, measures and projects which promote the economic, social or environmental well-being of those communities and enhances their quality of life.

2. **Release of Community Fund**

2.1 The ~~Parties agree that the~~ Council will be authorised to receive and consider applications for funding from the Community Fund.

~~2.2 The Council covenants that it will:~~

2.2 If the Council receives an application in writing for monies from the Community Fund the Council shall:

2.2.1 Consider the application taking into account the criteria in [Annex 1].

2.2.2 Consult with Gwynedd Council or Conwy Council respectively in considering applications for funding from the Community Fund received in respect of Eligible (Community Fund) Projects located in Gwynedd or Conwy.

2.2.3 Consult with the North Wales Police in considering applications for funding from the Community Fund received in respect of matters which could impact on public safety.

2.2.4 The Parties agree that Make such payments from the Community Fund will as it considers appropriate having regard to:

- (a) the criteria in Annex 1;
- (b) any representations received following any consultation undertaken; and
- (c) the amount of Community Fund monies held by the Council at any given time,

And Where nothing in this Schedule shall require the Council to make payments from the Community Fund in excess of monies held by them at any given time.

2.3 The Community Fund shall remain available from Implementation until the end of five years from the start of the Operational Period.

2.4 Having regard to the contingent nature of the Community Fund, the Parties specifically acknowledge the obligations in Schedule ~~16~~17 paragraph 1.2.

2.5 The Parties agree that:

2.5.1 [50%] (Fifty Percent) of the Community Fund will shall be ~~ringfenced~~available specifically for Eligible (Community Fund) Applicants from, or Eligible

(Community Fund) Projects relating to, Tregele and Cemaes (but for ~~clarity~~the avoidance of doubt this does not prevent a higher proportion of the Community Fund being allocated to such applicants or projects).

- 2.5.2 An additional [25]% (Twenty Five Percent) of the Community Fund ~~will shall~~ be ~~ringfenced~~available specifically for Eligible (Community Fund) Applicants from, or Eligible (Community Fund) Projects located on Anglesey (but for ~~clarity~~the avoidance of doubt this does not prevent a higher proportion of the Community Fund being allocated to such applicants or projects).
- 2.5.3 The residual [25]% (Twenty Five Percent) of the Community Fund ~~will shall~~ be available for Eligible (Community Fund) Applicants from, or Eligible (Community Fund) Projects located within the KSA.

3. **Reporting**

- 3.1 The Council ~~will shall~~ produce and publicise ~~every 12 (twelve) months~~ from the later of Implementation or the first release of money from the Community Fund a report on the allocation of the Community Fund.

ANNEX 1

Eligible (Community Fund) Applicants

1. Eligible (Community Fund) Applicants will [typically] be applicants who meet the following criteria:

(a) a.)	<p>Applicants which are registered charities or other 'social purpose' organisations</p>	<p>Most applications will be submitted by registered charities, but other 'social purpose' organisations may also apply e.g. social enterprises, community interest companies, cooperatives. Very small organisations may not be registered charities. If the organisation is not a registered charity the WNMPOP Council would check that the support requested was for charitable outcomes as defined by the Charity Commission.</p>
(b) b.)	<p>Applicant organisations which have clear goals</p>	<p>The applicant should be able to articulate clearly what they are trying to change, how they are going to achieve this, why they have chosen a particular approach and how they measure their effectiveness. If they cannot explain this it is unlikely funding will be used effectively. The involvement of beneficiaries and other stakeholders in designing programmes of work is also a critically important factor, particularly for a fund which is aimed at outcomes defined by communities. If an organisation is introducing a new programme of work, the WNMPOP Council should check for evidence of 'mission drift' (i.e. devising projects solely to match the funding priorities).</p>
(c) c.)	<p>Applicant organisations which can articulate why the organisation does what it does</p>	<p>Is the organisation responding to a clearly defined need? Are there are other organisations working in the same area on the same issues and, if so, how do they relate. This question is particularly crucial for a new organisation or project, or a larger organisation wishing to operate in a new area. It also presents an opportunity to create better synergy between organisations operating in the same field of interest.</p>
(d) d.)	<p>Applicant organisations which have a track record</p>	<p>If the applicant is able to demonstrate its impact in quantitative and qualitative measures it both substantiates the case for support and demonstrates the effectiveness of the organisation (i.e. one that seeks to understand its impact and seeks continual improvement.) Grant funding can also help introduce formal monitoring processes into an organisation.</p>
(e) e.)	<p>Applicant organisations with strong trustees and management</p>	<p>The board of trustees or management committee should have appropriate skills, experience and diversity to lead the organisation. This should include representation from their beneficiaries. Chief executives and senior staff in larger organisations will also be critical in the effectiveness of an organisation. Again this will be particularly important when considering an application from a new organisation.</p>

<p>(f) f-2</p>	<p>Applicant organisations with strong governance and financial health</p>	<p>Does the organisation make essential information easy to access? Does it file records to the Charity Commission on time? Do they keep, and can they provide, clear audited or independently examined accounts? For larger organisations, do they have appropriate plans in place? Are they honest about the challenges they face? If the organisation has large unrestricted reserves the WNMPOP Council should ask whether they need additional funding. If it has very low reserves the WNMPOP Council should ask whether it is a viable organisation capable of delivering the funded work and/or generating new income from other sources. The WNMPOP Council should seek to see if the organisation has an appropriate and sustainable mix of income.</p>
<p>(g) g-2</p>	<p>Applicant organisations which can demonstrate value for money</p>	<p>Are the planned outcomes proportional to the size and expenditure of the organisation? Will the funding requested make a significant difference to these outcomes? While the WNMPOP Council will not require a formal 'match funding' policy, it would expect to see other funding sources contributing in some cases e.g. village halls where the whole community has a stake in the activity.</p>

ANNEX 2

Eligible (Community Fund) Projects

1. Eligible (Community Fund) Projects are projects which:
 - (a) minimise the environmental, economic and social impact, while as appropriate, maximising the environmental, economic and social benefits, of the Wylfa Newydd DCO Project;
 - (b) are located within KSA;
 - (c) are not ~~materially~~ inconsistent with the Council's approved policies or plans;
 - (d) have been identified or are likely to be considered as priorities to the communities within parish and/or community plans;
 - (e) can demonstrate the greatest potential to achieve mitigation of impacts, taking into account value for money;
 - (f) can demonstrate overall value for money in terms of cost and effectiveness;
 - (g) can demonstrate a contribution to developing and maintaining sustainable communities throughout the KSA;
 - (h) complement other measures committed in this Deed or practised by the parties;
 - (i) attract additional funding from other private and public-sector sources where possible; and/or
 - (j) meet such other mattersaims, objectives and/or criteria as agreed bybetween the Parties from time to time; and which
 - (k) are not otherwise eligible to access Contingency Funds under this Deed.
2. Projects are not likely to be Eligible (Community Fund) Projects where they amount to:
 - (a) non-charitable activities;
 - (b) payment to individuals;
 - (c) corporate sponsorship;
 - (d) activities that have taken place before the ~~WNMPOP~~Council recommends funding release;
 - (e) animal welfare;
 - (f) support for political parties or policy advocacy;
 - (g) promotion of religion;
 - (h) activities that are statutory responsibilities;

- (i) activities or groups that are directly opposed to the Developer's interests;
- (j) activities that could be considered dangerous, offensive or environmentally damaging; and
- (k) projects that take place outside the KSA.

Schedule 13 **PUBLIC RIGHTS OF WAY**

"Copper Trail (Signage) Contribution" means a contribution of £[65,000] [(Sixty Five Thousand Pounds)];

"Copper Trail (Sustrans) Payment" means a contribution of £[10,000] [(Ten Thousand Pounds)];

"PRoW" means a public right of way;

"PRoW Capital Contribution" means a contribution of £[150,000] [(One Hundred and Fifty Thousand Pounds)];

"PRoW Maintenance Contribution" means a contribution of £[150,000] [(One Hundred and Fifty Thousand Pounds)];

"PRoW Network" means PRoW which: are in the vicinity of the WNDA; Off site Power Station Facilities; adjoin the A5025 between Valley and Tregele; or comprise a section of the Wales Coast Path at any location on Anglesey, and which includes associated infrastructure such as information boards, signage and benches;

1. PRoW Capital Contribution

1.1 The PRoW Capital will be paid by the Developer to the Council prior to Implementation and the Developer covenants that it will not Implement Wylfa Newydd DCO Project until this contribution has been paid.

1.2 The Council undertakes that it will apply the PRoW Capital Contribution to implementing improvements to the PRoW Network including: undertaking a condition and accessibility survey of the local PRoW Network; creating new PRoW and upgrading existing PRoW; installing information/interpretation boards on or near the PRoW Network which give information about the local area including its history and ecology; additional signage and directional signage for the PRoW Network; additional signage for nature trails; benches; and other matters which will improve the PRoW Network as agreed between the Parties.

2. PRoW Networks Maintenance Contribution

2.11.1 The PRoW Maintenance Contribution will be paid by the Developer to the Council on Implementation and the Developer covenants that it will not Implement the Wylfa Newydd DCO Project until this contribution has been paid.

3.1. Copper Trail Contributions

3.1 The Copper Trail (Signage) Contribution and the Copper Trail (Sustrans) Payment will be paid by the Developer to the Council prior to Implementation and the Developer undertakes that it will not Implement the Wylfa Newydd DCO Project until these contributions have been paid.

3.2 The Council undertakes that it will apply the Copper Trail (Signage) Contribution to:

~~3.2.1—the erection of new road signage for the Copper Trail between Cemlyn Bay and Llanfechell along the new route of the Copper Trail and the removal of obsolete signage near Tregele⁴⁷; and~~

~~3.2.2—any funds from the Copper Trail (Signage) Contribution that are not required in order to provide this additional signage may be used by the Council for:~~

- ~~(a)—improvements to the signage of the Copper Trail at other locations along its route;~~
- ~~(b)—improvements to other cycle signage in the vicinity of the Wylfa Newydd DCO Project with a focus on the area between Cemlyn Bay and Llanfechell; and~~
- ~~(c)—other Copper trail related marketing and promotion events.~~

~~3.3—The Council undertakes that the Copper Trail (Sustrans) Payment (together with any indexation) will be ringfenced for payment by the Council to Sustrans (or an equivalent successor body) (subject to Paragraphs [3.4] and [3.5] below) for the purpose of updating the Copper Trail leaflet to reflect the permanent diversion of the Copper Trail route between Cemlyn Bay and Llanfechell including the printing of a minimum of 500 updated Copper Trail leaflets for the purposes of replacing existing stocks and making the leaflet a downloadable pdf from the Sustrans website, and otherwise advertising and promoting of cycle routes on Anglesey.~~

~~3.4—The Council will transfer the Copper Trail (Sustrans) Payment (together with any indexation) to Sustrans upon application from Sustrans where such application must include a satisfactory description of Sustrans' proposals and budgeting to deliver the matters referred to in Paragraph [3.3] and confirm Sustrans' commitment to utilising the funds for the purposes described in Paragraph [3.3].~~

~~3.5—In the event no application is received from Sustrans the Parties will agree an alternative delivery of the matters referred to in Paragraph [3.3].~~

⁴⁷—CC Drafting note: Purposes to be discussed with IACC.

Schedule 14 SCHEDULE 13
COMMUNITY INVOLVEMENT OFFICERS

"Community Involvement Officer" means ~~the~~ suitably qualified and experienced person or persons employed or contracted by the Developer and the Council pursuant to ~~Paragraph [1.4] of [Schedule 14]; of [Schedule 13];~~

"Community Involvement Officer Contribution" means ~~a~~an annual contribution of £[80,000] (Eighty Thousand Pounds) ~~(Indexed); in accordance with of [Schedule 13];~~

1. Community Involvement Officers

1.1 The Community Involvement Officer Contribution ~~will~~shall be paid by the Developer to the Council ~~as follows in the following instalments:~~

1.1.1 the first payment ~~will~~of £80,000 (Eighty Thousand Pounds) ~~shall~~ be paid prior to Implementation;

1.1.2 ~~the second and~~ subsequent payments ~~will~~each of £80,000 (Eighty Thousand Pounds) ~~shall~~ be paid annually on the anniversary of Implementation thereafter for the duration of the Construction Period,

and the Developer ~~agrees~~shall not ~~to~~ Implement the Wylfa Newydd DCO Project until the first ~~-~~payment has been made.

1.2 The Council ~~undertakes to~~shall use the Community Involvement Officer Contribution to fund the employment of two or more Community Involvement Officers to work with the two or more Community Involvement Officers employed by the Developer (pursuant to Paragraph [1.3]).

1.3 The ~~Parties~~ covenant that the Community Involvement Officers ~~will~~shall establish and deliver a Community Impact Joint Work Plan which ~~will~~shall set out how the Community Involvement Officers will ~~deliver~~undertake the following actions:

1.3.1 ~~{Manage~~and/or establish} community language services (including the development of appropriate training materials).

1.3.2 Support the integration of the Workforce and Workforce Dependents.

1.3.3 Liaise with communities, the Council and the Developer in respect of Workforce conduct issues (in accordance with the Community Safety Management Strategy).

1.3.4 Delivering and operating the community translation service described in ~~[Schedule 1].~~[Schedule 1].

1.3.5 Promote education, upskilling, training and local employment opportunities including support for young people from disadvantaged backgrounds.

1.3.6 Provide information about planned PROW diversions to local communities including via the use of bi-lingual information boards.

- 1.3.7 Promote local walking, cycling, public transport, car sharing, travel planning, leisure facilities and road safety initiatives.
- 1.3.8 Disseminate information about construction and operational safety.
- 1.3.9 Provide support and a communication channel for people experiencing elevated levels of emissions or disturbance~~;~~.
- 1.3.10 Promoting community cohesion.
- 1.3.11 Support the integration of incomers into host communities.
- 1.3.12 Report regularly to the Parties and the Welsh Language and Culture Engagement Group in respect of the above matters.
- 1.3.13 Provide support to groups wishing to access the Community Fund.
- 1.3.14 Support the Council and associated services in terms of Safeguarding matters arising from the Wylfa Newydd DCO Project.
- 1.3.15 ~~Other~~Undertake such other matters ~~which may as shall~~ be agreed ~~with~~between the Council and the Developer from time to time.

- 1.4 The Developer ~~undertakes to shall~~ employ two or more Community Involvement Officers from Implementation for the duration of the Construction Period to work with the Community Involvement Officers employed by the Council (pursuant to Paragraph [1.2]) to ~~deliver the establish and deliver the Community Impact Joint Work Plan and to assist with undertaking the various actions identified in the agreed~~ Community Impact Joint Work Plan.
- 1.5 ~~The Parties will~~The Council and the Developer shall use reasonable endeavours to finalise the Community Impact Joint Work Plan prior to Implementation.
- 1.6 The Developer ~~undertakes to shall~~ employ a Community Involvement Officer for the duration of the Operational Period (unless otherwise agreed).
- 1.7 ~~The Parties agree that that the~~The roles and responsibilities of the Community Involvement Officers ~~shall be agreed between the Council and the Developer prior to the commencement of the Operational Period and that such roles and responsibilities~~ may be updated and amended by agreement between the Parties from time to time throughout the Operational Period to respond to the demands of the Wylfa Newydd DCO Project.

Schedule 15 SCHEDULE 14
SITE PREPARATION AND CLEARANCE OBLIGATIONS

"Social Media" means an appropriate form of electronic media or communication (such as a website, an account on Facebook and/or Twitter and/or any other adequate form of media) to be agreed between the Council and the Developer;

"SPC Community Resilience Contribution" means the sum of £1,300,000 (One Million Three Hundred Thousand Pounds) ~~(Indexed)~~—towards precautionary, compensatory and unforeseen mitigation arising from the SPC Works;

"SPC Economic Development Officer Contribution" means the sum of £80,000 (Eighty Thousand Pounds) ~~(Indexed)~~—towards the provision of an Economic Development Officer;

"SPC Economic Development Officer" means an officer or officers employed by the Council in accordance with [\[Schedule 15\]](#); [\[Schedule 14\]](#);

"SPC Environmental Contribution" means ~~at the~~ sum of £57,000 (Fifty Seven Thousand Pounds) ~~(Indexed)~~—for mitigating noise, air quality and vibration impacts of the ~~Development~~ [SPC Works](#) as described in [\[Schedule 15\]](#); [\[Schedule 14\]](#);

"SPC Environmental Officer" means an officer employed by the Council to monitor noise, vibration and air quality emissions in accordance with [\[Schedule 15\]](#); [\[Schedule 14\]](#);

"SPC Heritage and Archaeology Contribution" means the sum of £90,000 (Ninety Thousand Pounds) ~~(Indexed)~~—towards promoting heritage and archaeology of the Site in accordance with [\[Schedule 15\]](#); [\[Schedule 14\]](#);

"SPC Heritage and Archaeology Officer" means the provision an officer employed by the Council and appointed to ensure the heritage of North Anglesey is protected and archaeology found on the Site is recorded interpreted and promoted effectively;

"SPC Local Facilities and Services Contribution" means ~~at the~~ sum of £100,000 (One Hundred Thousand Pounds) ~~(Indexed)~~ to be allocated towards the provision of local facilities and services including meeting facilities at Tregele, Cemaes, and Llanfechell in accordance with [\[Schedule 15\]](#); [\[Schedule 14\]](#);

"SPC Monitoring Contribution" means the sum of £60,000 (Sixty Thousand Pounds) to be allocated in accordance with [\[Schedule 14\]](#);

"SPC PRoW Contribution" means ~~at the~~ sum of £40,000 (Forty Thousand Pounds) ~~(Indexed)~~ to be allocated in accordance with [\[Schedule 15\]](#); [\[Schedule 14\]](#);

"SPC Accommodation Contribution" means the sum of £180,000 (One Hundred and Eighty Thousand Pounds) ~~(Indexed)~~ to safeguard housing resilience in accordance with [\[Schedule 15\]](#); [\[Schedule 14\]](#);

"SPC Tourism Contribution" means ~~at the~~ sum of £125,000 (One Hundred and Twenty-Five Thousand Pounds) ~~(Indexed)~~ to mitigate impacts on tourism caused by

the **Development**~~SPC Works~~ and promote and develop tourism on Anglesey in accordance with [\[Schedule 15\]](#); [\[Schedule 14\]](#);

"**SPC Tourism Development Officer**" means a 0.5 FTE (full time equivalent) officer employed by the Council in accordance with [\[Schedule 15\]](#); [\[Schedule 14\]](#);

"**SPC Welsh Language Contribution**" means ~~at~~the sum of £66,000 (Sixty-Six Thousand Pounds) ~~(Indexed)~~ to mitigate the impacts on Welsh language ~~caused by of~~ the **Development**~~Wylfa Newydd DCO Project~~ and to support and enhance Welsh language in accordance with [\[Schedule 15\]](#); [\[Schedule 14\]](#);

1. Local Facilities and Services

1.1 SPC Local Facilities and Services Contribution

- 1.1.1 The SPC Local Facilities and Services Contribution ~~will shall~~ be paid by the Developer to the Council upon Commencement and the Developer ~~covenants shall~~ not ~~to~~ Commence the **Development**~~Wylfa Newydd DCO Project~~ until this contribution has been paid.
- 1.1.2 The Council ~~covenants and undertakes to the Developer that it will shall~~ consult and work with the community councils of Llanbadrig and Mechell to allocate the SPC Local Facilities and Services Contribution in accordance with paragraph [1.2.1.2](#).
- 1.1.3 The Council ~~covenants and undertakes to the Developer that it will shall~~ use reasonable endeavours to have each of the facilities or services referred to in this Schedule operational or in place (for the purposes set out in paragraph [1.31.3](#) of this Schedule) within three months of Commencement.

1.2 Application of SPC Local Facilities and Services Contribution

- 1.2.1 Subject to paragraph [1.2.21.2.2](#) the Council ~~covenants that it will shall~~ apply the SPC Local Facilities and Services Contribution to develop and maintain local facilities and services including meeting facilities:
 - (a) in the vicinity of Tregele; and
 - (b) in Cemaes Library; and
 - (c) within Caffi Siop Mechell in Llanfechell,in each case having regard to the purpose of the facilities and services as set out in paragraph [1.31.3](#) of this Schedule.
- 1.2.2 ~~It is agreed between the Parties that the~~The Council ~~can~~may utilise the SPC Local Facilities and Services Contribution towards alternative locations to those specified in paragraph [1.2.41.2.1](#) and/or alternative expenditure PROVIDED ALWAYS that the Council has due regard to the views of the relevant community council and such alternative expenditure or location achieves the purpose set out in paragraph [1.31.3](#) of this Schedule.

1.2.3 Any alternative location provided pursuant to paragraph [1.2.2](#)[1.2.2](#) must be open to the public or able to be made open to the public and may include meeting facilities or services within buildings owned or operated by the Council including public libraries, schools (outside of school hours) and sport and leisure facilities or the hire for the public use of appropriate facilities in private buildings and will achieve the purpose set out in paragraph [1.3](#)[1.3](#) of this Schedule.

1.3 Purpose of SPC Local Facilities and Services

1.3.1 The ~~Parties agree that the~~ purpose of the meeting facilities and/or services to be developed in accordance with paragraphs [4](#)[1](#) and [4.2](#)[1.2](#) of this Schedule ~~will shall~~ be to enable the functioning of meeting facilities and or servicing of existing facilities for the Llanbadrig and Mechell community councils PROVIDED THAT nothing in this Schedule ~~will shall~~ prevent the facilities being accessed for appropriate uses by members of the public in other periods at the discretion of the Council or operator of the facility.

2. Tourism

2.1 SPC Tourism Contribution

2.1.1 The SPC Tourism Contribution ~~will shall~~ be paid by the Developer to the Council prior to Commencement and the Developer ~~eovenants that it will shall~~ not Commence or further implement the ~~Development~~[Wylfa Newydd DCO Project](#) until this contribution has been paid to the Council.

2.1.2 The SPC Tourism Contribution ~~will shall~~ be applied by the Council to:

- (a) employ a SPC Tourism Officer to facilitate and monitor the matters in paragraphs ~~2.1.2(b)~~[2.1.2\(b\)](#) and ~~(e);(c);~~[\(e\);\(c\);](#) and/or
- (b) safeguard and enhance the image and perception of North Anglesey as a visitor destination; and/or
- (c) establish a programme of measures or works to attract greater visitor numbers to North Anglesey; and/or
- (d) undertake other such matters as agreed as between the Council and the Developer which promote or support North Anglesey as a tourism destination.

3. Heritage and Archaeology

3.1 SPC Heritage and Archaeology Contribution

3.1.1 The SPC Heritage and Archaeology Contribution shall be paid by the Developer to the Council Deed prior to Commencement and the Developer covenants that it will not Commence or further implement the Development until this contribution has been paid.

3.1.2 The Council ~~covenants with the Developer that it will shall~~ apply the SPC Heritage and Archaeology Contribution to:

- (a) a SPC Heritage and Archaeology Officer to facilitate and deliver the matters set out in paragraphs ~~3.1.2(a) to (e)~~[3.1.2\(a\) to \(e\)](#) below; and/or
- (b) the provision of bilingual interpretation boards and signage which deal with the cultural, archaeological and heritage significance of the Site; and/or
- (c) the provision of a web presence which shall include online interpretation material including (if the Council considers it appropriate the use of augmented reality / digital experiences and Social Media); and/or
- (d) the provision of a public exhibition explaining the historical significance of the Site; and/or
- (e) encouraging school visits to North Anglesey and providing educational resourcing to schools and to the wider community giving them the opportunity to view the interpretation materials; and/or
- (f) undertake such other ~~such~~ matters agreed as between the Council and the Developer which interpret and explain the heritage and archaeology of the Site.

4. Welsh Language and Culture

4.1 SPC Welsh Language Contribution

4.1.1 The SPC Welsh Language Contribution shall be paid by the Developer to the Council prior to Commencement and the Developer covenants that it ~~will shall~~ not Commence or further implement the ~~Development~~[Wylfa Newydd DCO Project](#) until this contribution has been paid.

4.1.2 The Council ~~covenants with the Developer that it will shall~~ use the Welsh SPC Language Contribution to:

- (a) support and enhance Welsh language immersion capacity in schools; and/or
- (b) purchase translation equipment including but not limited to transmitter stacks, headsets, microphones, receivers, charging pods, power supplies and carrying equipment; and/or
- (c) such other matters to support and enhance Welsh language as may otherwise be agreed between the Council and the Developer.

4.2 Contractor Appointment of Welsh Language Relationship Manager

4.2.1 The Developer ~~will shall~~ from Commencement require its lead contractor(s) for the SPC Works ~~for~~ to nominate a Welsh Language Relationship Manager and

~~will~~the Developer shall notify the name and contact details of this person to the Council.

4.2.2 The role of the Welsh Language Relationship Manager ~~will~~shall be to provide a Welsh speaking point of contact for the community during the SPC Works.

5. SPC Economic Development Officer

5.1 SPC Economic Development Officer Contribution

5.1.1 The SPC Economic Development Officer Contribution shall be paid by the Developer to the Council prior to Commencement and the Developer covenants that it ~~will~~shall not Commence or further implement the ~~Development~~Wylfa Newydd DCO Project until this contribution has been paid.

5.1.2 The Council ~~will~~shall apply the SPC Economic Development Officer Contribution to employ up to two Economic Development Officers to deliver the matters set out at paragraph ~~5.1.3.~~5.1.3.

5.1.3 The Economic Development Officer(s) ~~will~~shall in respect of the SPC Works:

- (a) represent the Council and local businesses in engaging with Developer's supply chain in respect of the ~~Development~~Wylfa Newydd DCO Project; and/or
- (b) work with the Developer in engaging the STEM Gogledd Project with the ~~Development~~Wylfa Newydd DCO Project; and/or
- (c) engage with the WNESS and the Supply Chain Service Working Group on behalf of the Council; and/or
- (d) liaise with potential inward investors and supply chain related businesses to identify barriers and opportunities to realising economic growth and/or benefits within the Council's areas; and/or
- (e) monitor the operation and effectiveness of the Supply Chain Portal; and/or
- (f) collaborate with the Developer and the supply chain; and/or
- (g) support, assist and advise on maximising local benefits arising from the supply chain to the ~~Development~~Wylfa Newydd DCO Project; and/or
- (h) promote supply chain opportunities associated with the Development.

6. SPC Accommodation

6.1 SPC Accommodation Contribution

6.1.1 The SPC Accommodation Contribution ~~will~~shall be paid by the Developer to the Council prior to Commencement and the Developer covenants that it will

not Commence or further implement the Development Wylfa Newydd DCO Project until this contribution has been paid.

6.1.2 The Council ~~covenants with the Developer that it will~~shall use the SPC Accommodation Contribution to undertake any studies, designs, consenting costs and tender documentation and other related activities which are associated with the provision of residential accommodation for residents who may be displaced by ~~those workers employed on the Development or the Wylfa Newydd Project~~the Workforce.

6.1.3 The Council shall seek to obtain the best value for money that is reasonably obtainable in relation to the expenditure of the SPC Accommodation Contribution and it shall use reasonable endeavours to ensure local contractors are used to undertake the activities in paragraph ~~6.1.2~~6.1.2.

7. SPC Community Resilience Contribution

7.1 SPC Community Resilience Contribution

7.1.1 The SPC Community Resilience Contribution shall be paid by the Developer to the Council prior to Commencement and the Developer covenants that it ~~will~~shall not Commence or further implement the Development Wylfa Newydd DCO Project until this contribution has been paid.

~~7.1.2 The Council undertakes that it will apply the SPC Community Resilience Contribution to additional mitigation or compensatory measures above those identified in this Deed which from time to time are identified by the Council or the community (including residents and local businesses) on Anglesey or the Developer as required as a result of impacts from the Development and/or to allow the residents of North Anglesey to prepare for the Wylfa Newydd Project, and/or to enhance or capture the potential benefits of the Development in the following areas:~~

- ~~(a) highways safety and traffic management, which may include potential road upgrades, traffic calming measures such as signage or signalling, and improved road markings;~~
- ~~(b) promotion and support for Welsh language and culture in the event that a significant proportion of the Workforce is not from the local area;~~
- ~~(c) tourism;~~
- ~~(d) provision and maintenance of local recreational facilities and open space;~~
- ~~(e) meeting well-being objectives set out in the Well-Being of Future Generations (Wales) Act 2015;~~
- ~~(f) education and skills;~~
- ~~(g) environmental protection;~~

- (h) ~~unforeseen effects arising as a result of the Workforce not being locally based;~~
- (i) ~~enhancing employment and supply chain opportunities; and/or~~
- (j) ~~such other matters as may be agreed in writing between the Developer and the Council.~~

~~7.1.3 The terms "Eligible CRC Applicants" and "Eligible CRC Projects" have the meanings set out in Annex 1 to [Schedule 12].~~

7.1.2 The Council shall apply the SPC Community Resilience Contribution in accordance with Schedule 12 paragraphs 1.2, 2 and 3.

8. SPC Environment

8.1 SPC Environmental Contribution

8.1.1 The SPC Environmental Contribution shall be paid by the Developer to the Council prior to Commencement and the Developer covenants that it ~~will~~shall not Commence or further implement the DevelopmentWylfa Newydd DCO Project until this contribution has been paid.

8.1.2 The Council ~~will~~shall apply the SPC Environmental Contribution to:

- (a) an SPC Environmental Officer; and/or
- (b) establish noise, vibration and air quality (including dust) monitoring (including equipment) to monitor the anticipated levels of emissions set out in the Environmental Statement; and/or
- (c) such other matters as may be agreed as between the Council and Developer to monitor environmental effects of the Development.

9. SPC Public Rights of Way

9.1 SPC PRoW Contribution

9.1.1 The SPC PRoW Contribution shall be paid by the Developer to the Council upon Commencement and the Developer ~~will~~shall not Commence the DevelopmentWylfa Newydd DCO Project until this contribution has been paid.

9.2 Application of SPC PRoW Contribution

9.2.1 The Council ~~undertakes that it will~~shall apply the SPC PRoW Contribution to provide and maintain measures which enhance the experience relating to the use of public rights of way and local beaches in the vicinity of the DevelopmentWylfa Newydd DCO Project and which may include provision of:

- (a) improvements to existing public rights of way in the vicinity of the Site;

- (b) information and interpretation boards which give information about the local area including its history and ecology;
- (c) additional signage and directional signage for public rights of way;
- (d) additional signage for nature trails;
- (e) benches; and/or
- (f) officer capacity to resource the application of the PRoW Contribution to the measures set out in paragraphs 9.2.1(a) to (e) 9.2.1(a) to (e) above.

10.

Service Level SPC Monitoring

- 10.1.1 The SPC Monitoring Contribution shall be paid by the Developer to the Council upon Commencement and the Developer shall not Commence the Wylfa Newydd DCO Project until this contribution has been paid.
- 10.1.2 The Council shall apply the SPC Monitoring Contribution to monitor its and the Developer's undertaking of the obligations in this Schedule [14] and report the Council's expenditure of the contributions received under this Schedule [14] in accordance with Schedule [15] (*Monitoring and Reporting*).

Schedule 16 SCHEDULE 15
SERVICE LEVEL CONTRIBUTION, MONITORING AND REPORTING

"Implementation and Monitoring (Construction) Contribution" means ~~a~~an annual contribution of £[60,000 (Sixty Thousand Pounds)];

"Implementation and Monitoring (Operational) Contribution" means ~~a~~suman annual contribution of £[40,000 (Forty Thousand Pounds)];

"Service Level Contribution" means ~~a~~suman annual contribution of £[500,000 (Five Hundred Thousand Pounds)];

1. Service Level Contribution

1.1 The Service Level Contribution ~~will~~shall be paid by the Developer to the Council as followsin the following instalments:

1.1.1 the first payment of the Service Level Contribution ~~will~~of £500,000 (Five Hundred Thousand Pounds) ~~shall~~ be paid prior to Implementation;

1.1.2 the second and subsequent payments ~~will~~each of £500,000 shall be paid annually on the anniversary of Implementation thereafter for the duration of the Construction Period.

and the Developer ~~agrees~~shall not ~~to~~ Implement the Wylfa Newydd DCO Project ~~until~~ the first payment has been made.

1.2 The Council ~~will~~shall apply the Service Level Contribution towards the Council's cost of running the [Programme Office⁴⁸].

1.3 ~~The Parties agree that the PPA terminates from the date of Implementation Provided that there will be no double recovery under the PPA in respect of money paid under the SPC Agreement.~~

2. Monitoring and reporting

2.1 In addition to all other monitoring and reporting obligations set out in the topic specific schedules of this Deed:

2.1.1 the Council ~~covenants and undertakes that it will~~shall from ~~[Commencement]~~Implementation until the end of the Operational Period publicly report annuallyon an annual basis on:

- (a) Its receipt and expenditure of all Financial Contributions; Contingency Funds and the Community Fund; and
- (b) Key mitigation delivered and forthcoming in the subsequent year; and
- (c) *[Other matters to be discussed with IACC]*

⁴⁸~~-~~ CC Drafting Note: To be discussed and agreed with IACC.

2.1.2 the Developer ~~eovenants and undertakes that it willshall~~ from ~~[Commencement]~~Implementation until the end of the Operational Period report to the Council annually on:

- Key project milestones and activities, and anticipated project milestones and activities forthcoming in the subsequent year; and
- Key mitigation delivered in kind by the Developer; and
- [Other matters to be discussed with IACC]*

2.1.3 The Developer ~~eovenants and undertakes that it willshall~~ from ~~[Commencement]~~Implementation until the end of Construction Period publish for the benefit of the local community a quarterly (or such other period agreed with the Council) construction lookahead which describes:

- upcoming construction activities;
- the general location of those activities;
- any upcoming key milestones;
- any Developer led upcoming events related to the Wylfa Newydd DCO Project; and
- such other information from time to time which is likely to be of interest to the local community.

3. **Implementation and Monitoring (Construction) Contribution**

3.1 The Implementation and Monitoring (Construction) Contribution ~~willshall~~ be paid by the Developer to the Council as followsin the following instalments:

- the first payment will of £60,000 (Sixty Thousand Pounds) shall be paid prior to Implementation;
- the second and subsequent payments will each of £60,000 (Sixty Thousand Pounds) shall be paid annually on the anniversary of Implementation,

and the Developer ~~agrees~~shall not ~~to~~ Implement the Wylfa Newydd DCO Project ~~until~~ the first payment has been made.

~~3.2~~ The Council ~~willshall~~ apply the Implementation and Monitoring (Construction) Contribution towards the Council's cost of monitoring implementation and compliance with, and enforcement under, this Deed during the Construction Period.

4. **Council the Implementation and Monitoring (Operation) Contribution**

~~4.1~~ ~~The Implementation and Monitoring (Operation) Contribution will be paid by the Developer to the Council as follows:~~

~~4.1.1 the first payment of the Implementation and Monitoring (Operation) Contribution will be paid on [Commencement of the Operational Phase];~~

~~4.1.2 the second and subsequent payments of the Monitoring (Operation) Fee will be paid annually thereafter for the duration of the Operational Period.~~

~~and the Developer agrees not to Implement the Wylfa Newydd DCO Project until the first payment has been made.~~

4.23.2 The Council will apply the Implementation and Monitoring (Operation) Contribution towards the Council's cost of monitoring implementation and compliance with, and enforcement under, this Deed during the Operational PeriodConstruction Period which may include provision of officer resource.

4. Implementation and Monitoring (Operation) Contribution

4.1 The Implementation and Monitoring (Operation) Contribution shall be paid by the Developer to the Council in the following instalments:

4.1.1 the first payment of £40,000 (Forty Thousand Pounds) shall be paid on commencement of the Operational Period;

4.1.2 the second and subsequent payments each of £40,000 (Forty Thousand Pounds) shall be paid annually thereafter for the duration of the Operational Period.

and the Developer shall not Implement the Wylfa Newydd DCO Project until the first payment has been made.

4.2 The Council shall apply the Implementation and Monitoring (Operation) Contribution towards the Council's cost of monitoring implementation and compliance with, and enforcement under, this Deed during the Operational Period which may include provision of officer resource.

Schedule 17 SCHEDULE 16
PAYMENTS

1. Application of Funds

1.1 When the Council receives sums or amounts from the Developer in respect of any obligations set out in the Schedules to this Deed ("Contributions") the Council ~~covenants and undertakes~~shall:

1.1.1 as soon as reasonably practicable upon receipt to ~~pay~~hold such ~~sums and amounts into a~~Contributions such that they can be separately identified ~~within the Council's accounting system such Contributions to bear~~ interest-bearing ~~section of the Council's accounts (unless~~ (which shall be calculated as the Council and Developer agree otherwise), such accounts bearing a ~~reasonable~~average rate of interest on deposits and from which that has been generated by the Council's investments in each financial year) and the relevant ~~e~~Contribution together with its accrued interest ~~can~~shall be identified from periodic statements until such time as such sums or amounts (or any part thereof) are required for the purposes identified in the relevant Schedules pursuant to which the monies were paid;

1.1.2 to apply such ~~sums or amounts~~Contributions only for the purposes respectively for which the same were paid as specified in the relevant Schedules (which for the avoidance of doubt may include professional and other fees and investigative works and studies incurred and/or undertaken by the Council) or for such other purposes for the benefit of the Wylfa Newydd DCO Project ~~as~~ the Developer and the Council may agree in writing and not to use any ~~financial contributions~~Contributions contained in this Deed otherwise than for the purposes for which they are paid PROVIDED THAT for the avoidance of doubt the Council ~~will~~shall be entitled to treat any accrued interest or any interest payable under Clause ~~[25]~~[25] as if it were part of the principal sum paid by the Developer; and

1.1.3 to issue to the Developer from time to time upon reasonable written request by the Developer prior to completion of the Wylfa Newydd DCO Project ~~and~~ promptly on request following completion of the Wylfa Newydd DCO Project, evidence of ~~sums~~Contributions which have been expended, incurred and/or defrayed by the Council and paid for by the Developer ~~and certified by [relevant Council officer]~~ detailing the purpose for which such sums have been applied.

1.2 In the event that any part or all of any of the Contributions have not been allocated or spent by the Council (and where "allocated" for the purposes of this clause means, prior to the date of any request for the return of funds, either entered into a binding and written legal contract in respect of such funds, or internally ~~evidenced~~allocated ~~such funds~~ as evidenced in writing and signed off by the appropriate ~~financial director~~officer within the Council) for the said purpose within ~~{ten}~~ years from the date the ~~sum~~Contribution or part thereof was paid by the Developer or due to be paid by the Developer under this Deed (whichever is the later) or in respect of the Contingency Funds and the Community Fund the date on which those Funds ~~closes~~close as specified in this Deed ~~and~~ unless the Council and the Developer agree otherwise, the Council ~~covenants~~shall as soon as reasonably practicable ~~to~~ repay such sums or amounts (or

such part thereof) to the Developer with all accrued interest but less any tax that may be payable thereon not later than the date of the final account issued pursuant to paragraph ~~1.1.1~~[1.1.1] above.

- 1.3 In respect of sums paid to third parties under this Deed the Council ~~is required to shall~~ seek for ~~return~~the repayment of any funds not allocated or spent by such third party in accordance with paragraph 1.2 and ~~must shall~~ include wording to ~~permit effect~~ this in a deed of covenant with those parties.

Schedule 18
FORM OF SUPPLEMENTAL DEED

Schedule 19
FORM OF DEED OF COVENANT

~~THE COMMON SEAL of →
ISLE OF ANGLESEY COUNTY COUNCIL →
was hereunto affixed →
in the presence of: →~~

~~EXECUTED as a DEED by →
HORIZON NUCLEAR POWER WYLFA →
LIMITED →
Acting by [NAME OF DIRECTOR], in the presence of: →~~

.....

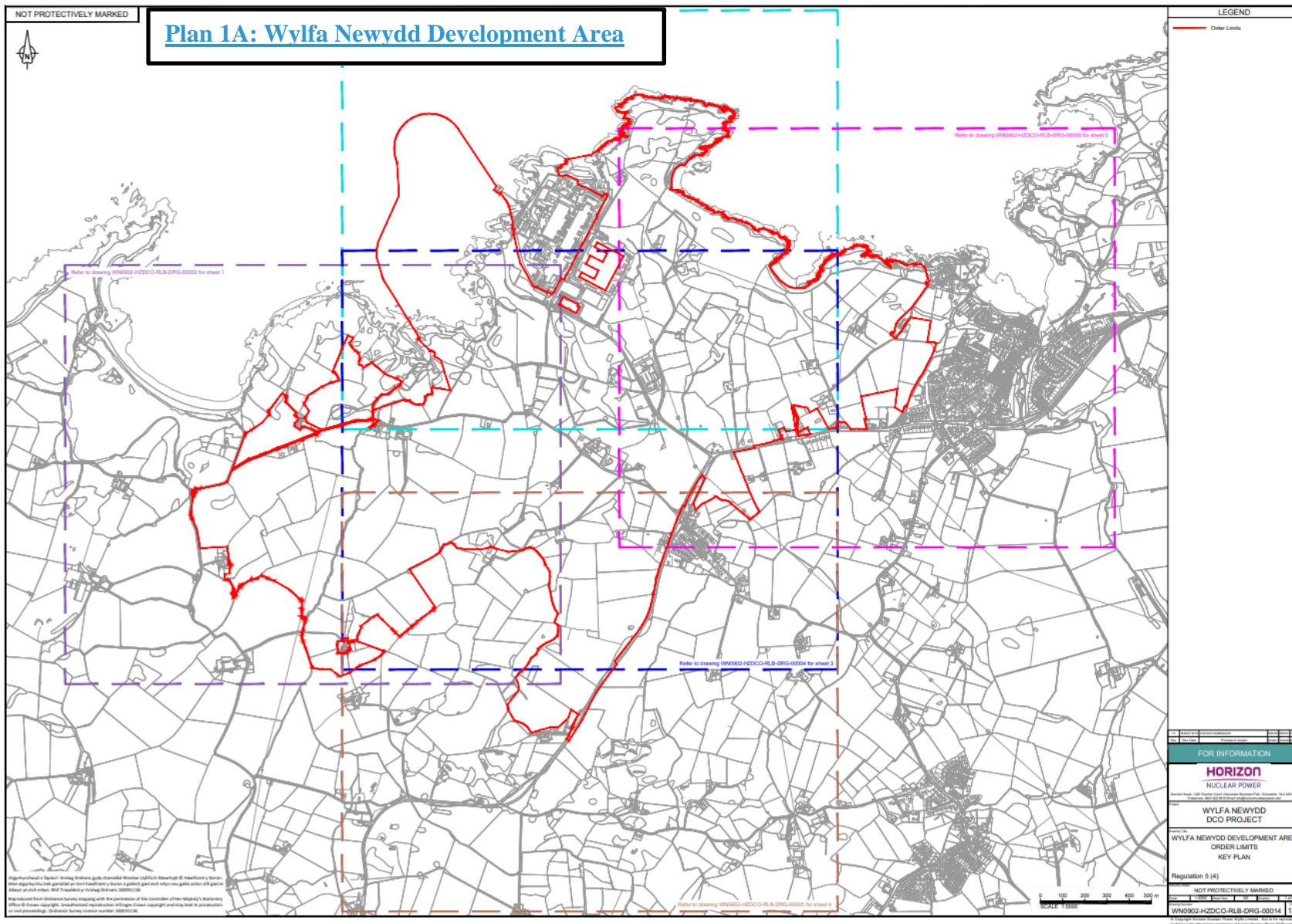
Signature of Director

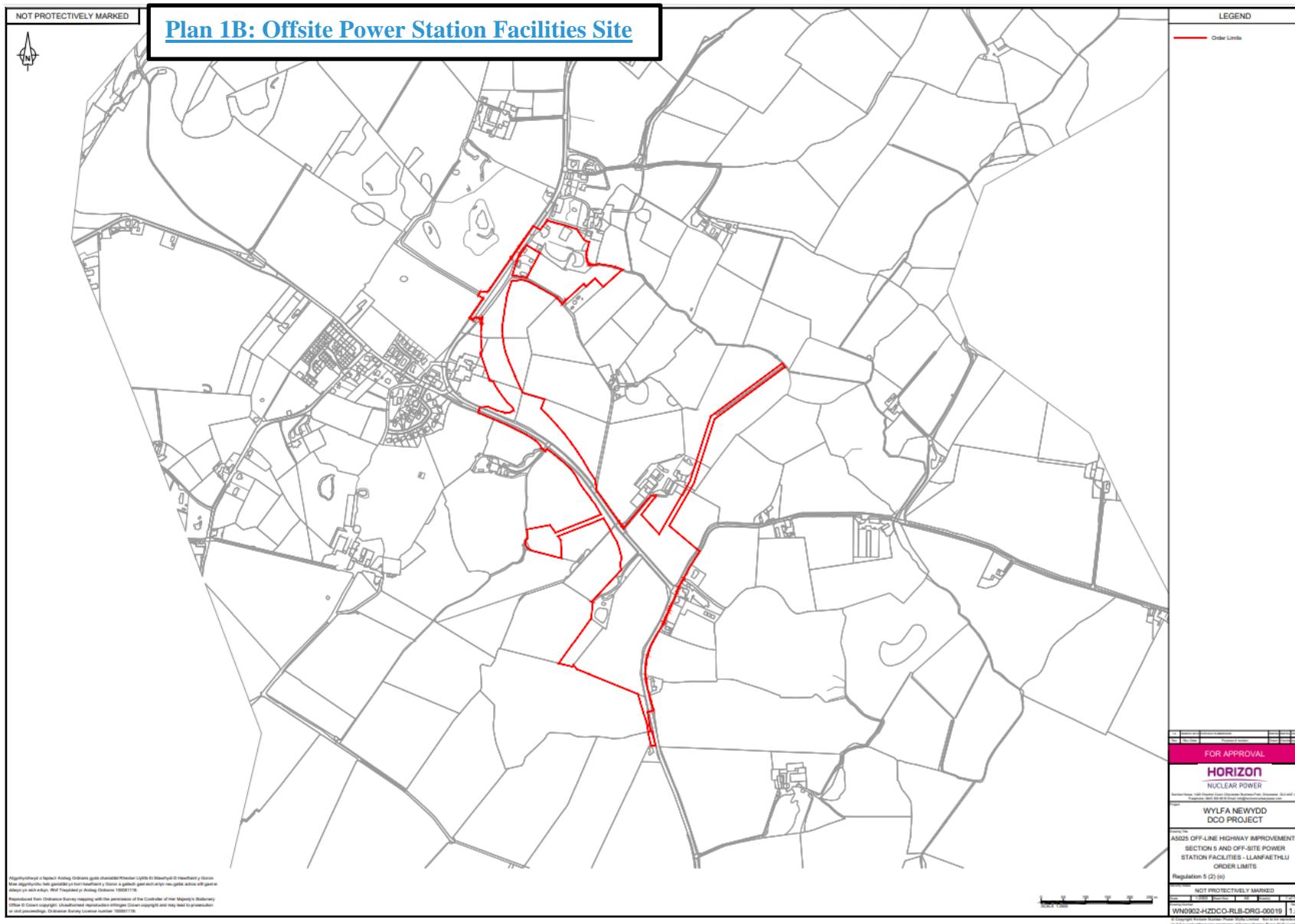
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[Signature of Witness]

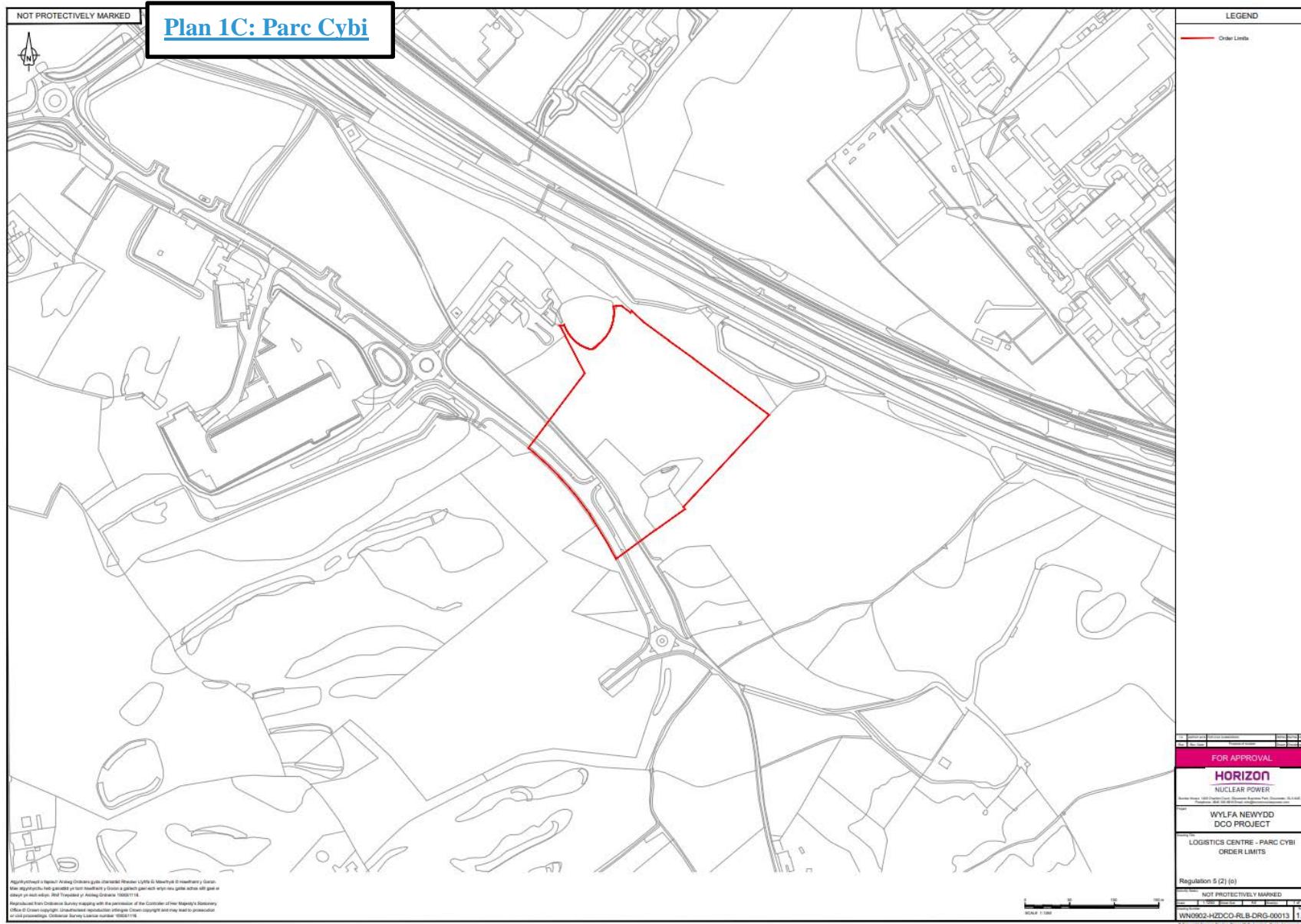
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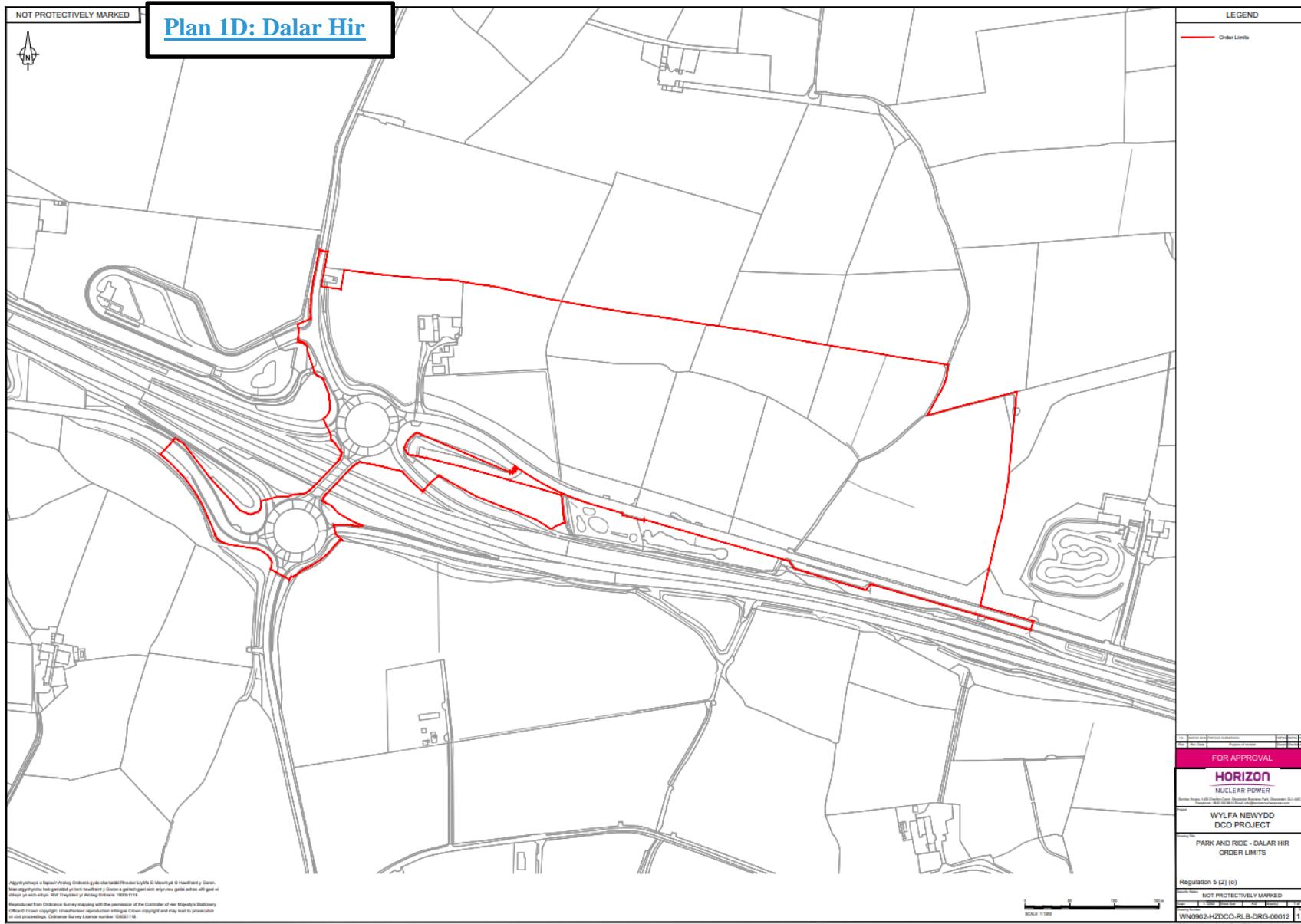
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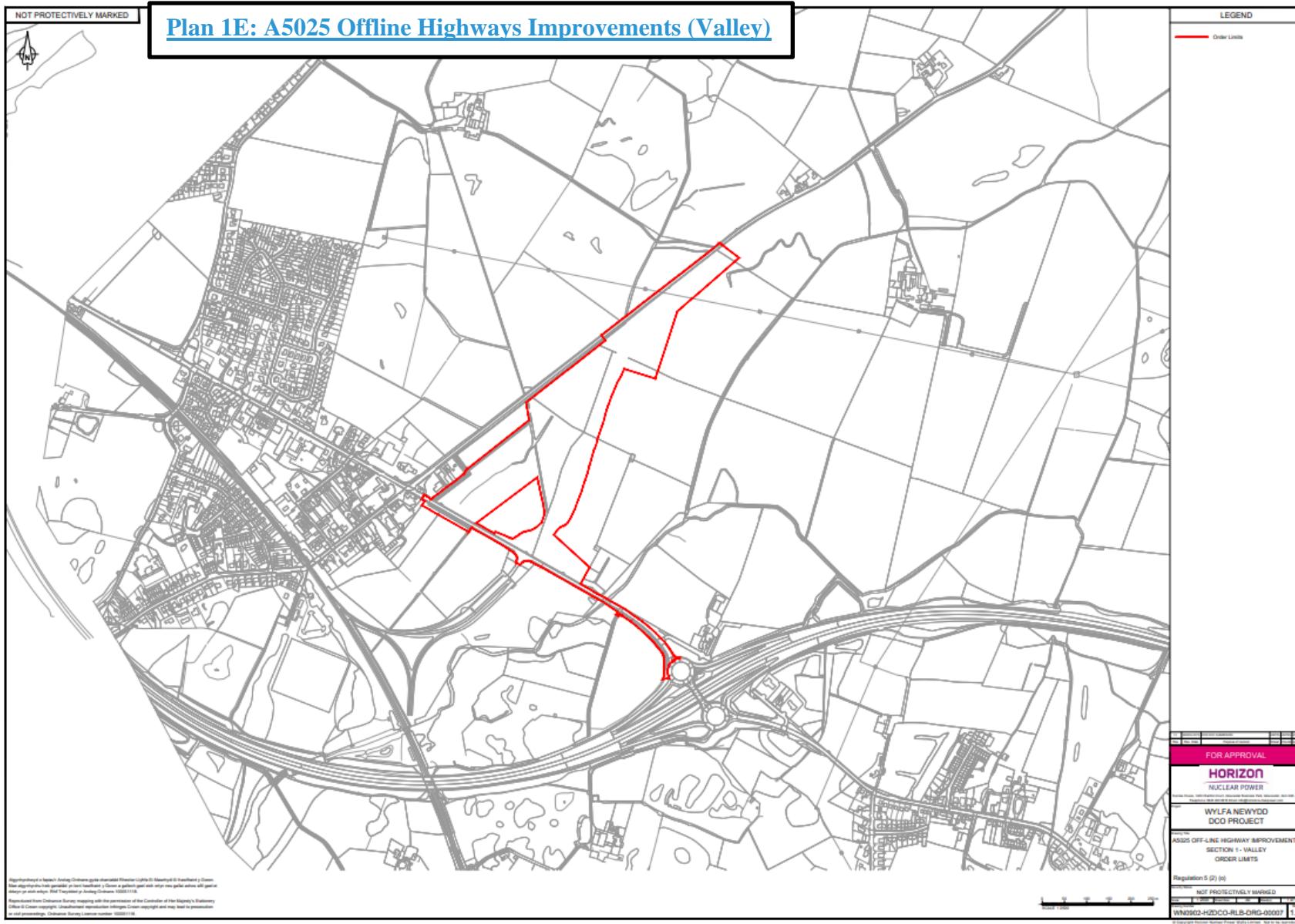
[Occupation of Witness]











Plan 1F: A5025 Offline Highways Improvements (Llanfachraeth)

NOT PROTECTIVELY MARKED

LEGEND

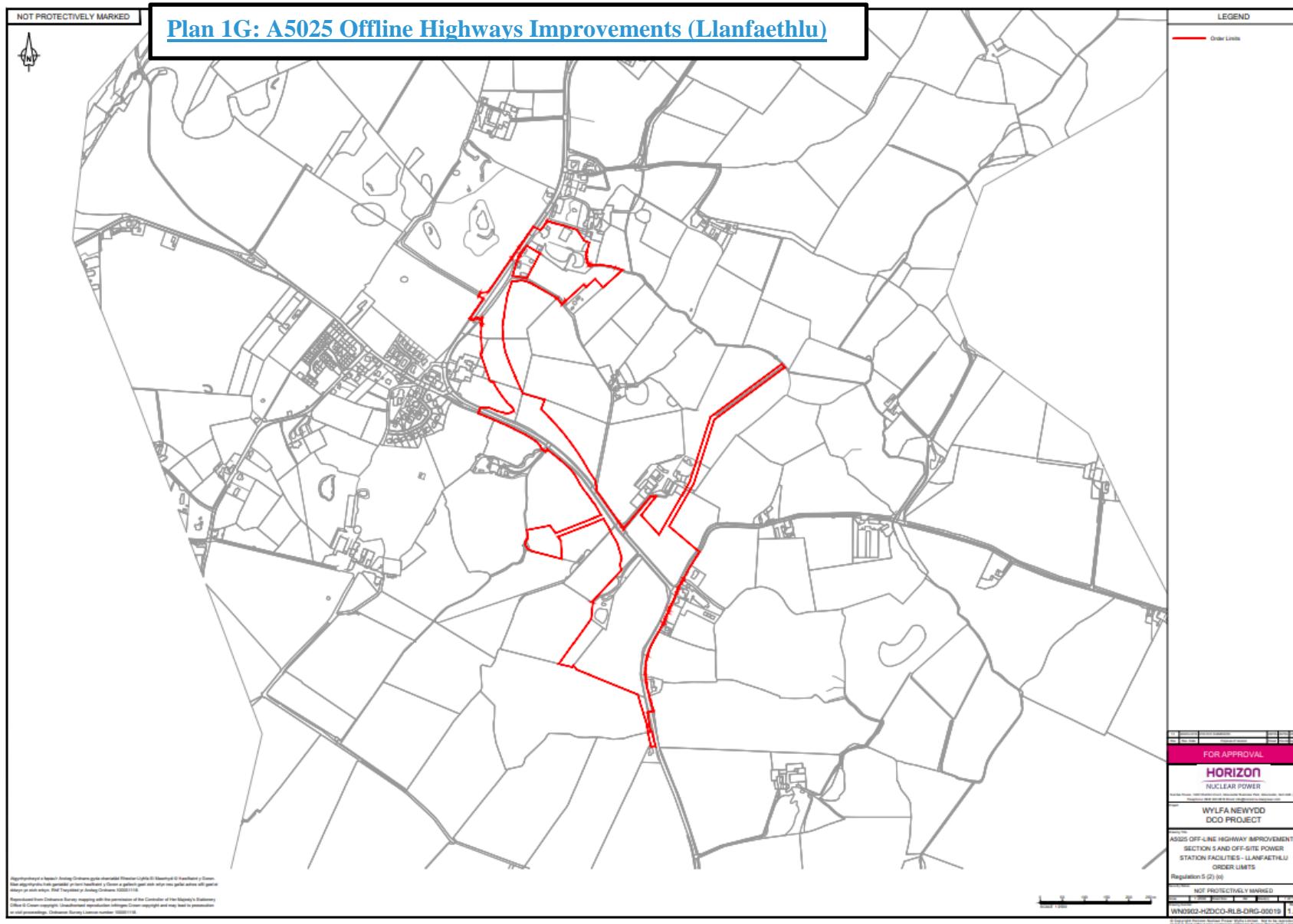
[Order Line](#)

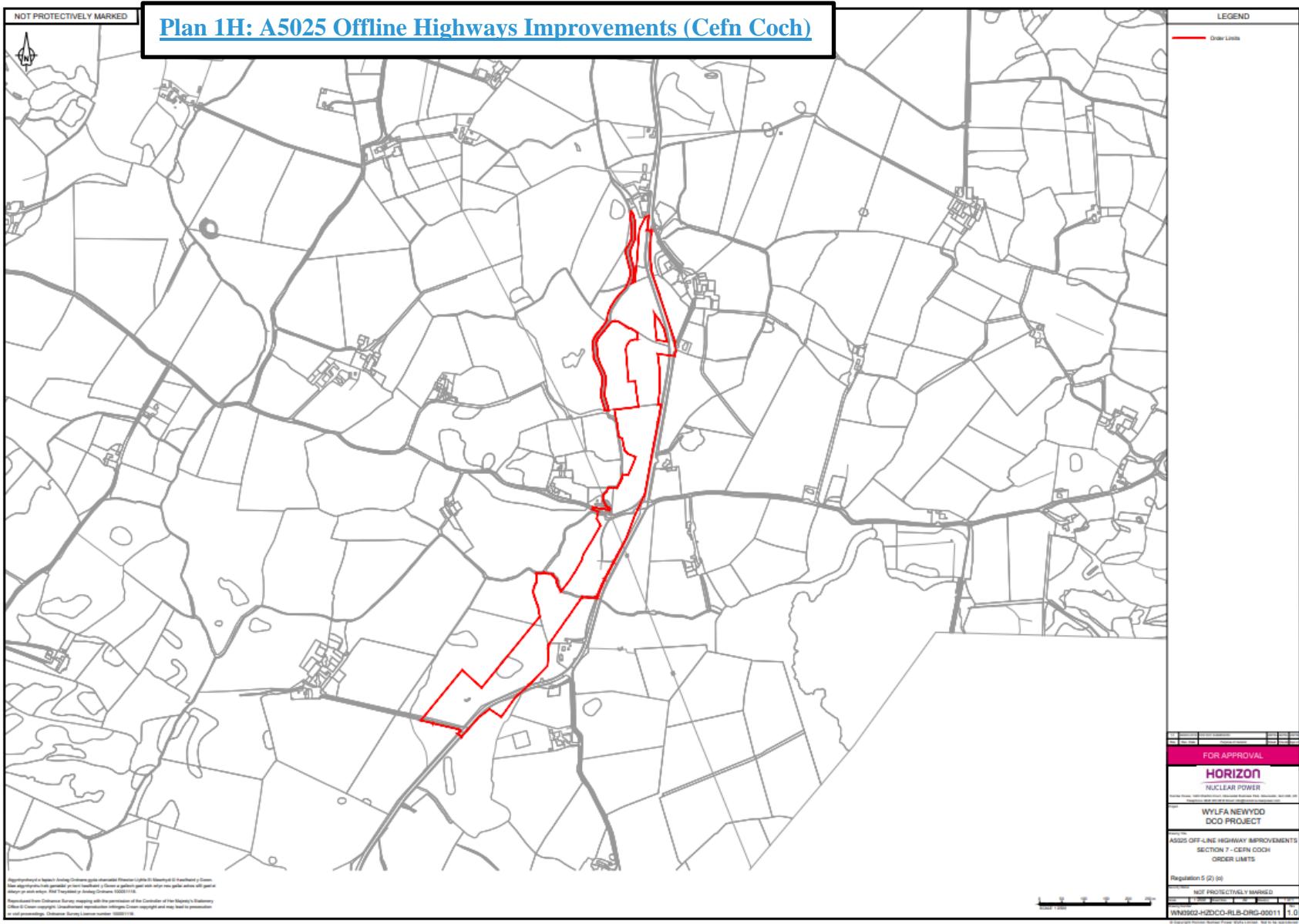
A map showing a network of roads and fields. A red line highlights a specific route that starts in the center, moves north, then turns east and south, crossing several roads and fields. The map includes a north arrow in the top left corner.

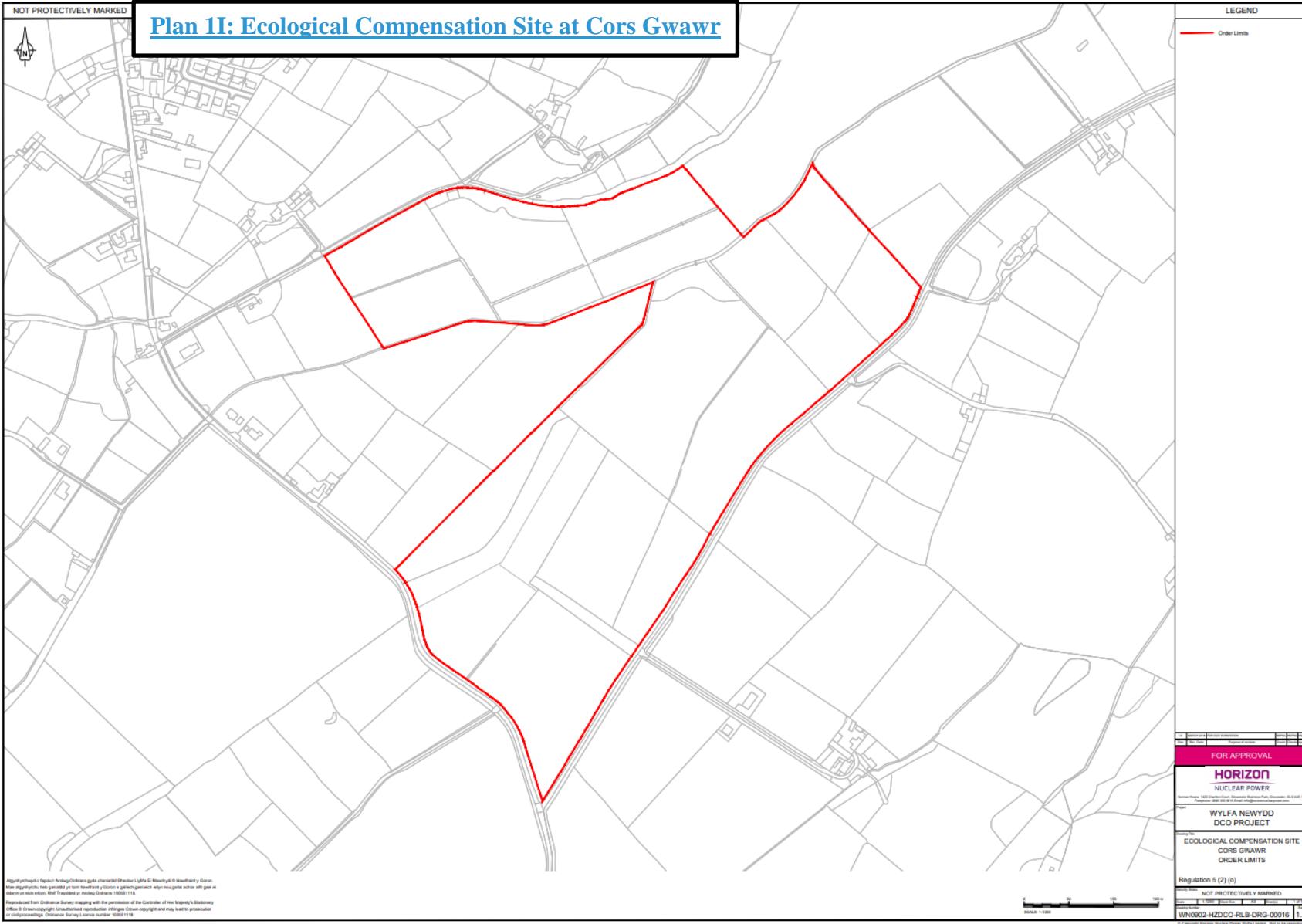
Algiersherrnay i lepoz Ameq Ormara għiex xħaddiell Riesor Ujja li Isaxxli Għiex hawni u dan minn-al-ixxpreżi. Ix-xu jiparol li t-tneji tħalli u tħalli u tħalli minn-ixxpreżi. Minn-ixxpreżi. Riesor Ujja li Isaxxli. 2000/11/18.

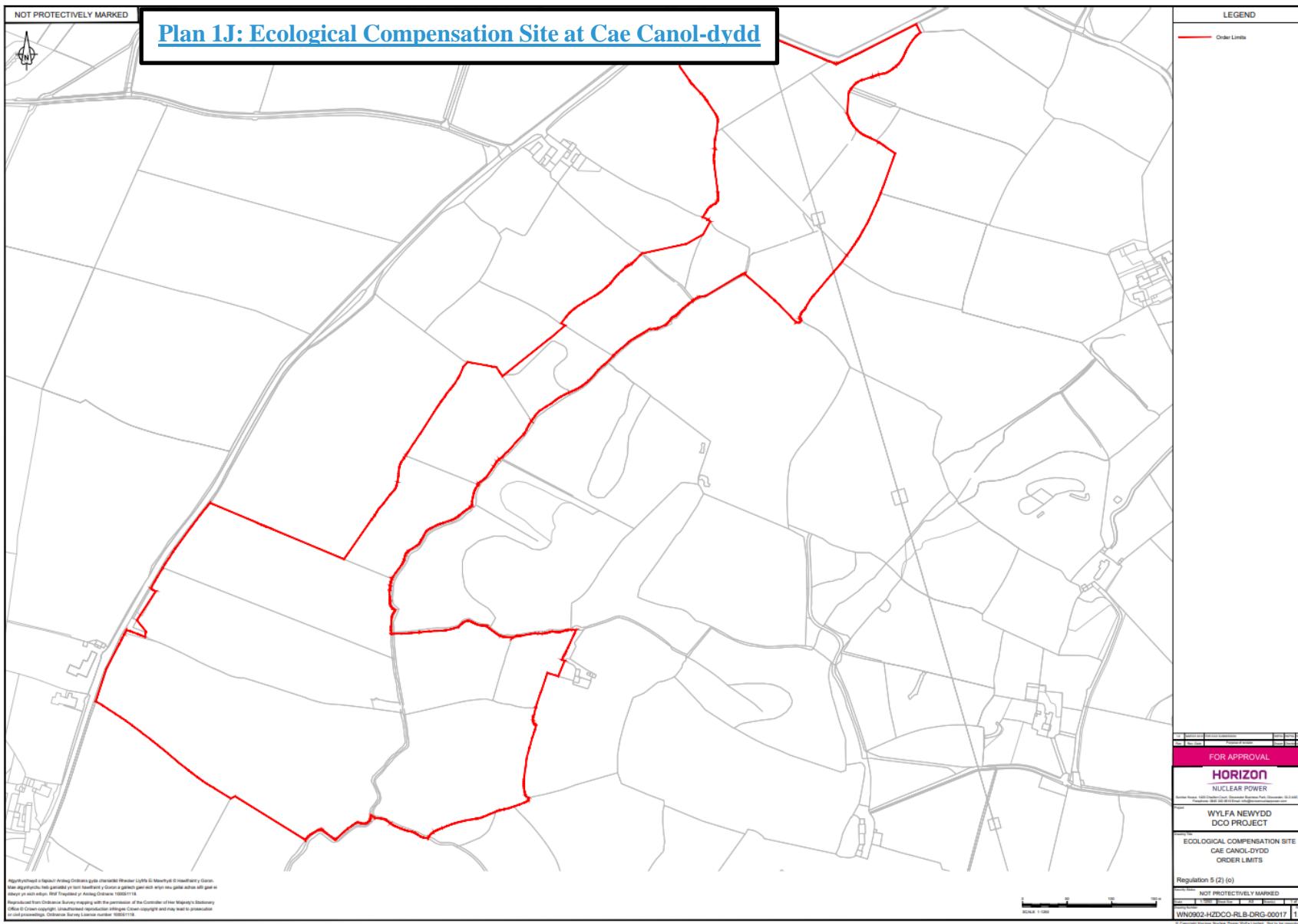
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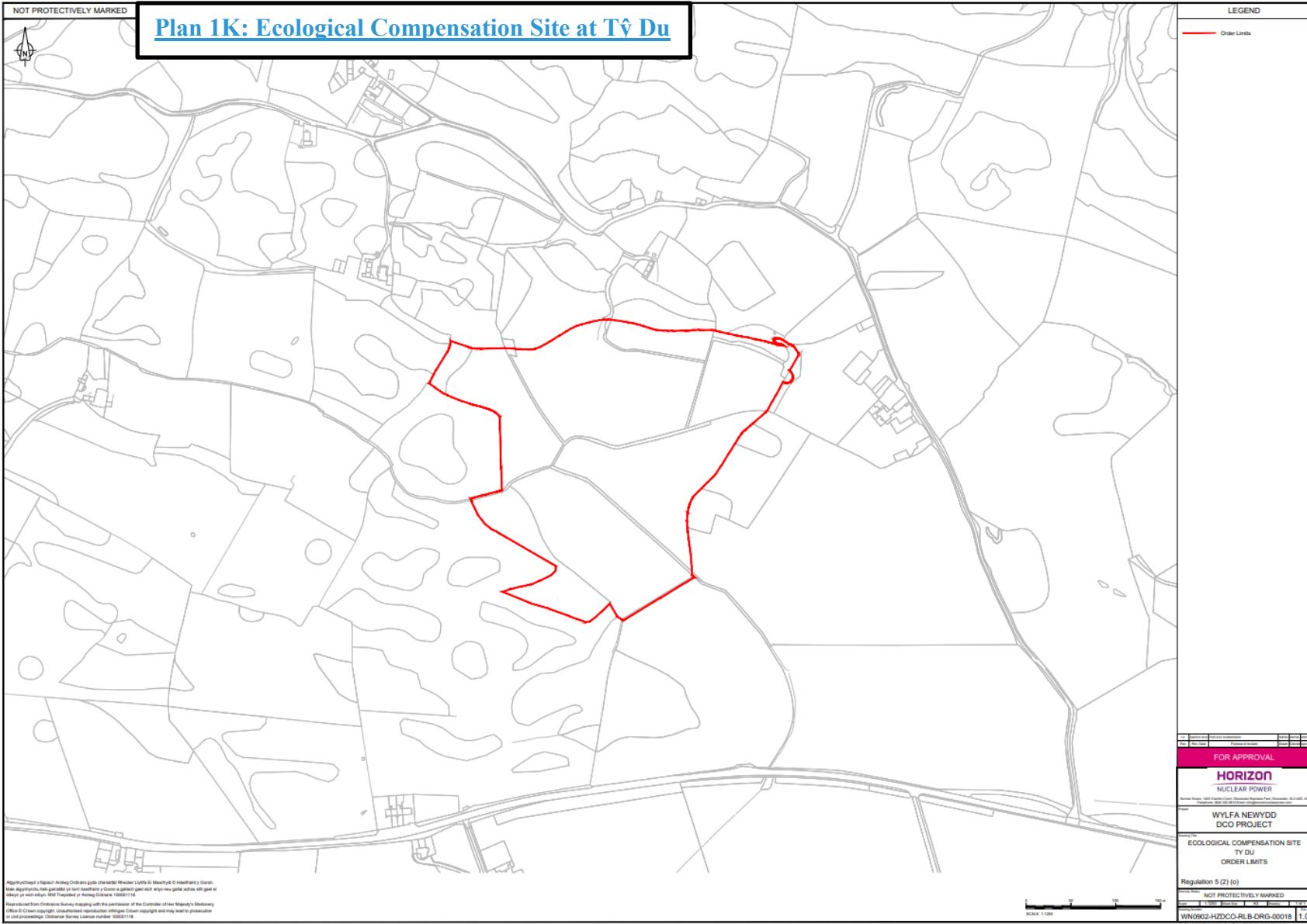
FOR APPROVAL	
HORIZON	
NUCLEAR POWER	
<small>Environmental Assessment Document Nuclear Energy Institute Washington, D.C. 20004-2000 Telephone: 202-347-1500</small>	
WYLFA NEWYDD DCO PROJECT	
<small>Planning Title A5052 OFF-LINE HIGHWAY IMPROVEMENT SECTION 3 - LLANFACHRAETH ORDER LIMITS</small>	
<small>Regulation 8 (2) (a) NOT PROTECTIVELY MARKED</small>	
<small>WN0902-HZ1CD-RLB-DRG-00008</small>	



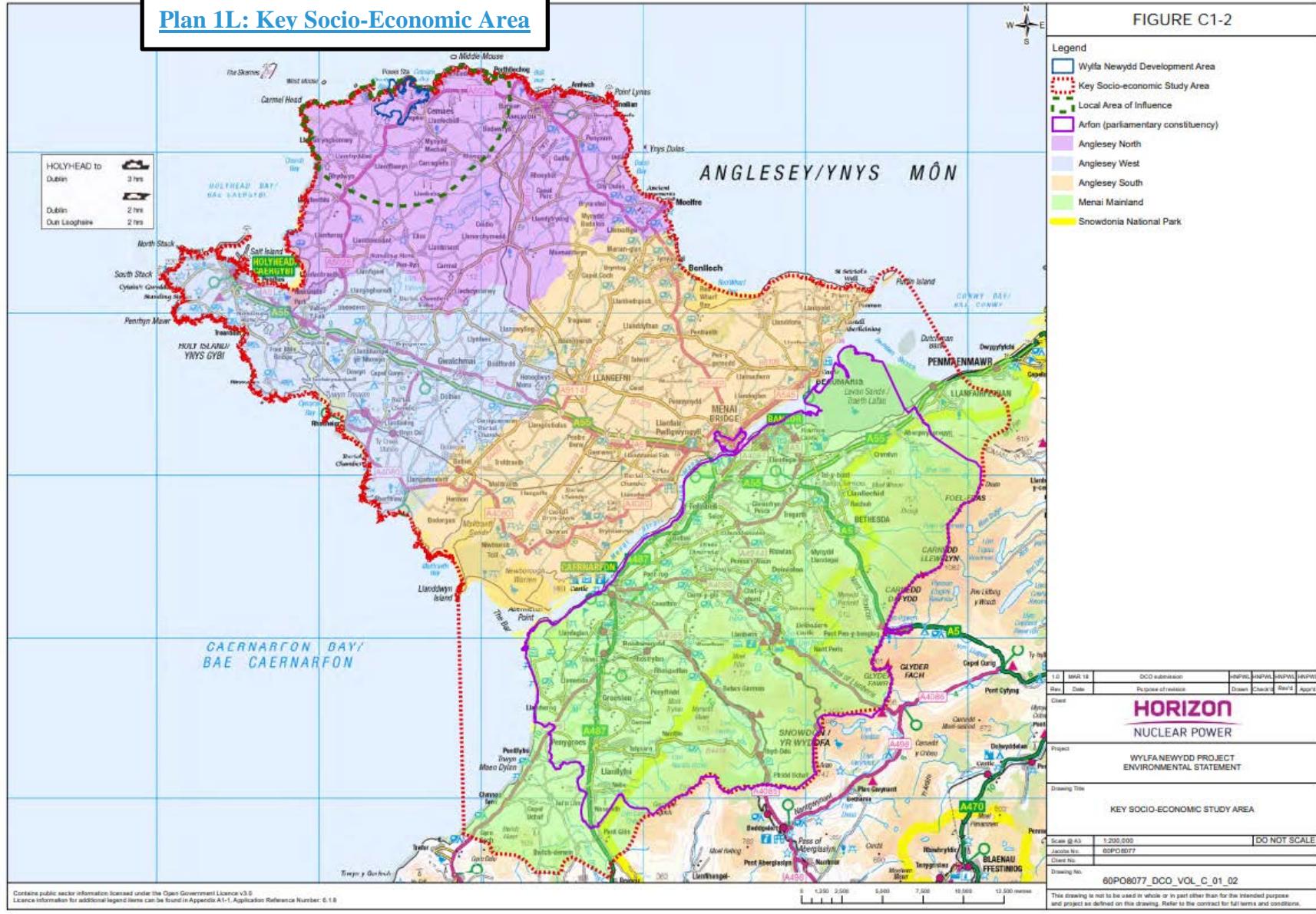








Plan 1L: Key Socio-Economic Area



Plan 1M: Road Condition Survey Area

PLAN PENDING