

**HORIZON COMMERCIAL**

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**[DEVELOPMENT CONSENT ORDER]**

**HORIZON NUCLEAR POWER WYLFA LIMITED**

**- AND -**

**ISLE OF ANGLESEY COUNTY COUNCIL**

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**AGREEMENT**

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

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# HORIZON COMMERCIAL

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## 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 Implementation and 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 [●];

**"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 [•]<sup>2</sup>;

**"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 CPI [unless an alternative index is specified in this Deed] and **"Indexed"** and **"Indexation"** will 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;

**"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 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;

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<sup>2</sup> **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.

**"Option Agreements"** means the option agreements within the Site and in each case with the Developer <sup>3</sup>;

**"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 Operation"** means the SPC Works, the Offline Road Works, site mobilisation and drainage works,<sup>4</sup> and any operation or item of work of or connected with or ancillary to the following items[: archaeological investigations; surveys, diversion or laying of services and service media; erection of construction hoardings; demolition; erection of signage; and [•];]

**"Safeguarding"** means avoidance of adverse issues occurring during 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*]

**"Site Campus"** means 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;

**"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 park and Ride Site; A5025 Offline Highways Sites; and the Ecological Compensation Sites;

**"SPC Permission"** means the planning permission with reference number 38C310F/EIA/ECON granted by the Council on [•] 2018;

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

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<sup>3</sup> **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.

<sup>4</sup> **CC Drafting Note:** definition pending.

**"SPC s.106 Obligations"** means the obligations secured in the SPC Agreement;

**"SPC Works"** means:

- (a) The works carried out under the 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] 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 [4.2]) 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 (*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 (*Authorised Development*) of the DCO;

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

**"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;

**"Workforce"** means workers 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 schedule 1 of the draft Wylfa Newydd DCO.

- 1.2 Words denoting the singular will include the plural and vice versa words denoting any gender will include all genders and words denoting persons will include bodies corporate and vice versa.
- 1.3 References to any party in this agreement will 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 unless otherwise specified include any successor in function.
- 1.5 Any reference to any statutory provision will (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 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 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 not affect the construction or interpretation hereof.

## **2. STATUTORY PROVISIONS**

- 2.1 The Developer agrees with the Council that 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];
  - 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 (and will require that their sub-contractors and agents will) 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.<sup>5</sup>

## **3. DATE OF DEED COMING INTO FORCE**

- 3.1 The Developer agrees with the Council to 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

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<sup>5</sup> **CC Drafting Note:** additional data protection obligations may be required – discuss with IACC.

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*].

3.2 The notices given at 3.1.1 and 3.1.2 will be copied, by the Developer, to the Welsh Government, Betsi Cadwaladr University Health Board, North Wales Police, Welsh Ambulance Service NHS 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 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].

3.4 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 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 Commence the Wylfa Newydd DCO Project by undertaking works on the WNDA.

4.3 The Developer covenants with the Council that it will 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 have effect.

- 5.2 In the event the SPC Works are commenced pursuant to the SPC Permission the Parties agree that [Schedule 15] will not become operative and will 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 in respect of officer funding).
- 5.3 If having commenced the SPC Works under the 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 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:<sup>6</sup>

- 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 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.

## 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 a third party (a "**third party**"), the Council agrees and covenants to:
- 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.<sup>7</sup>
- 7.1.2 Provide the Developer with copies of each Deed of Covenant entered into within 10 Working Days of completion;

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<sup>6</sup> **CC Drafting Note:** for further consideration by Horizon

<sup>7</sup> **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.

- 7.1.3 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 be substantially in the form attached at [Schedule 19] and must 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 (which must not exceed 5 Working Days).
- 7.2.2 An obligation on the 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 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.]<sup>8</sup>
- 7.3 In the event that a Third Party is in breach of the minimum requirements described in paragraph [6.2.1 and 6.2.2] above of its Deed of Covenant, the Council covenants and undertakes to the Developer it will enforce the Deed of Covenant [within a specified period of time] for the return of those monies to the Council who will then be obliged to treat those monies in accordance with schedule 16.<sup>9</sup>
8. **RELEASE**
- 8.1 The Developer will 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 4.1) 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] the Developer will be released from all obligations in this Deed (but for the avoidance of doubt the obligations within this Deed will apply in the event the DCO is subsequently commenced).

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<sup>8</sup> **CC Note:** Dependent on whether Horizon is a party to each DoC.

<sup>9</sup> **CC Note:** further controls under consideration.

## **9. EXCLUDED INTERESTS**

- 9.1 The Parties agree that the planning obligations in this Deed will not be enforceable against the owners of the Option Land or against any successors in title to or permitted 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 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 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 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 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 [20]) 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 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 Implemented the obligations in this Deed will 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 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 entered into a binding and written legal contract.
- 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 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 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 act as an expert (the "**Expert**") whose decision will be final and binding on the parties in the absence of manifest error and any costs will be payable by the parties to the dispute in such proportion as the expert will determine and failing such determination will 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 [12.1] 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 be final and binding on the Parties in the absence of manifest error and his costs will be payable by the parties to the dispute in such proportion as he will determine and failing such determination will be borne by the Parties in equal shares.
- 12.3 Any Expert howsoever appointed will 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 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 be entitled to make a counter written submission within a further ten Working Days.

### 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.<sup>10</sup>
- 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

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

is not provided then (without prejudice to Clause [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] (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 Obligation 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 PROVIDED THAT if the Council shall not agree any such amendment the position set out in the Deed will prevail and Clause [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 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 that additional financial payments may 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 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 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 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 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 be given in writing and will 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 [•].

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 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 as soon as practicable issue a certificate to such effect.

## **19. REGISTRATION OF THIS DEED**

19.1 This Deed will 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 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] (and subject to Clause [11.]) arise, the Council will 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]<sup>11</sup>**

The Developer will upon completion of this Deed pay to the Council the 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 only be entitled to recover the relevant legal costs once.

21. **POWERS OF THE COUNCIL**

Nothing in this Deed will fetter or restrict the Council in the exercise of their 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 not affect the validity or enforceability of the remaining provisions of this Deed.

24. **INDEXATION**

- 24.1 The Financial Contributions will 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 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 be exclusive of any value added tax properly payable.
- 26.2 The Developer will 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 value added tax is (by way of set-off or otherwise) recoverable by or reimbursable to the Relevant Party.

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<sup>11</sup> **CC Drafting Note:** need exact costs from IACC and confirmation of what additional sums are to complete the Agreement.

**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 in accordance with [Schedule 1];

**"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];

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

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

**"Welsh Language Officer Contribution"** means the sum of £[40,000 (Forty Thousand Pounds)] (Indexed) towards the provision of a Welsh Language Officer in accordance with [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 Commencement;

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

### 1. **Developer led Welsh language management and policy**

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

- 1.1.1 utilise the emerging Welsh Government Diagnostic Toolkit (being produced by the National Centre for Learning Welsh);<sup>12</sup>
- 1.1.2 follow the Council's 5-level workplace Welsh Language Skills Strategies document which provides:<sup>13</sup>

*0 No skill*

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

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<sup>12</sup> **CC Drafting Note:** To be confirmed

<sup>13</sup> **CC Drafting Note:** IACC - Is this consistent with the WG tool?

*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];<sup>14</sup>

1.1.5 identify periodic timings for updates in consultation with the Council and the Welsh Government,

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

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

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

1.3.1 For the duration of the Construction Period:

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

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<sup>14</sup> **CC Drafting Note:** For further discussion

- 1.3.2 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 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 The Developer will establish an internal Welsh Language Management Group from [Commencement] until the end of the Operational Period where the purpose and role of such group is to: of
- 1.4.1 provide internal oversight of the Developer's Welsh language commitments and performance including its Welsh Language Policy; and
  - 1.4.2 to assist the Welsh Language and Culture Coordinator in the delivery of the Welsh Language and Culture Mitigation and Enhancement Strategy.
- 1.5 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.
- 1.6 The Developer will establish Polisi Iaith Gymraeg/Welsh Language Policy from [Commencement] until the end of the Operational Period where that policy will contain and require:
- 1.6.1 Details on what types of internal communications will be made available bilingually.
  - 1.6.2 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).
  - 1.6.3 Provision of language and culture awareness training to the Workforce.
  - 1.6.4 Staff members to demonstrate linguistic courtesy and awareness of the Welsh Language Policy.
  - 1.6.5 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 [2.1]).

- 1.6.6 Establishment of a Welsh language mentoring scheme for learners.
- 1.6.7 Maintenance of the Developer's Welsh speaker badge scheme and using reasonable endeavours to ensure that its contractors operate an equivalent scheme.
- 1.6.8 Ensure a Welsh-speaking member of staff is included on interview panels for jobs where candidates are required to have Welsh language skills.
- 1.6.9 An annual review of the policy.
- 1.7 The Parties agree that that the Polisi Iaith Gymraeg/Welsh Language Policy will be updated annually by the Developer to respond to the demands of the Wylfa Newydd DCO Project and where updates will continue to reflect the Developer's commitment to promoting and enhancing the Welsh language.
- 2. **Recruitment and careers**
  - 2.1 The Developer will use the Welsh language skills competency framework and assessment tool established pursuant to Paragraph [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] until the end of the Construction Period the Developer will promote career opportunities at the Wylfa Newydd DCO Project by:
    - 2.2.1 Distributing information on career opportunities at the Wylfa Newydd DCO Project (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 (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 typically notify all external vacancies to the Wylfa Newydd Employment and Skills Service which will 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 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 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. Engagement with Contractors**

- 3.1 Prior to contractors commencing work on Sites the Developer will provide its contractors with:
  - 3.1.1 information on the Developer's Welsh Language Policy and obligations in this [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 Information on local suppliers including the business database being developed by IACC, other local authorities, North Wales Economic Ambition Board and Welsh Government; and
  - 3.1.3 any other materials agreed by the Developer and the Council.
- 3.2 As part of the induction process for the Workforce operating on the Site the Developer will 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 other materials agreed by the Developer and the Council.
- 3.3 The purpose of the information provided to contractors and the Workforce under Paragraphs [3.1] and [3.2] will 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 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 be paid by the Developer to the Council as follows:



- 4.1.1 a payment of £7,500 (Indexed) prior to Implementation;
- 4.1.2 a payment of £9,900 (Indexed) on the first anniversary of Implementation;
- 4.1.3 a payment of £117,500 (Indexed) on the second anniversary of Implementation;
- 4.1.4 a payment of £178,700 (Indexed) on the third anniversary of Implementation;
- 4.1.5 a payment of £176,300 (Indexed) on the fourth anniversary of Implementation;
- 4.1.6 a payment of £288,700 (Indexed) on the fifth anniversary of Implementation;
- 4.1.7 a payment of £261,300 (Indexed) on the sixth anniversary of Implementation;
- 4.1.8 a payment of £161,300 (Indexed) on the seventh anniversary of Implementation;
- 4.1.9 a payment of £33,600 (Indexed) on the eighth anniversary of Implementation;
- 4.1.10 a payment of £25,200 (Indexed) on the ninth anniversary of Implementation;

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

- 4.2 The Council will 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 will operate from existing immersion centres in Anglesey Provided That one teacher will 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 are exceeded Horizon will release funding from the Welsh Language Education (Contingency) Fund 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	3	4	47	71	71	115	105	65	13	10	504

episodes											
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 contingency funding:

- 5.2.1 funding will be for an additional FTE teacher, or teachers if the ratios require more than 1 FTE. This will be at £40,000 per FTE.
- 5.2.2 The funding will 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 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 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 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 require funding which exceeds the Welsh Language Education (Contingency) Fund]

## 5.3 [Principles of triggering funding:

- 5.3.1 Horizon is obliged to 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 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 work with Gwynedd Council so that Gwynedd Council also obliged to monitor and report on Welsh immersion episodes by Workforce Children and the pupil to teacher ratio.
- 5.3.4 Both Parties are obliged to share reporting a minimum of quarterly, in a form to be agreed.
- 5.3.5 Horizon is required to 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 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.]
- 5.4 Release of funds from the Welsh Language Education (Contingency) Fund will close five years from the end of the Construction Period.
6. **Welsh Language Officer Contribution**
  - 6.1 The Welsh Language Officer Contribution will be paid by the Developer to the Council as follows:
    - 6.1.1 the first payment will be paid prior to Implementation; and
    - 6.1.2 subsequent payments will 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.
  - 6.2 The Council will apply the Welsh Language Officer Contribution to employing a Welsh Language Officer to deliver the matters set out at Paragraph [6.3].
  - 6.3 The Welsh Language Officer will:
    - 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);
    - 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. **Community Engagement obligations<sup>15</sup>**
  - 7.1 During the Construction Period the Developer will circulate welcome packs (to be provided in a variety of languages) to the Workforce Dependents who move to the KSA where such welcome packs will provide information on local services and the community including:

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<sup>15</sup> **CC Drafting note:** other obligations now deleted moved the Jobs and Skills and Education Schedules.

- 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);
- 7.1.2 the 'Dechrau'r daith at ddwy iaith: Dy ganllaw i addysg Gymraeg/Begin the bilingual journey: Your guide to Welsh-medium education' documents (published by the Welsh Government, 2017)';
- 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 other materials agreed by the Developer and the Council.

## **8. Community Translation Service Contribution**

- 8.1 The Community Translation Service Contribution will be paid by the Developer to the Council prior to Implementation and the Developer will not Implement the Wylfa Newydd DCO Project until such payment has been made.
- 8.2 The Council will apply the Community Translation Service Contribution to establishing and funding for the duration of the Construction Period a community translation service which will 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. Monitoring**

- 9.1 During the Construction Period the Developer will collect aggregate and anonymised data on the Workforce Dependants through the Worker Accommodation Management Service (as established pursuant to [Schedule 5]) who move to the KSA and where such data will include (where available and subject always to compliance with Data Protection Legislation):
  - 9.1.1 The locations where Workforce Dependants are living;<sup>16</sup>
  - 9.1.2 the Welsh Language skills of Workforce Dependants; and
  - 9.1.3 the number of children and their ages.
- 9.2 The Developer will 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 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].

## **10. Welsh Language and Culture Engagement Group**

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<sup>16</sup> **CC Drafting note:** Finalise with Horizon.

- 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:<sup>17</sup>
- 10.2.1 the invited membership of the Welsh Language and Culture Engagement Group will be a representative from each of the Council, the Developer, the Welsh Government, Gwynedd Council, Menter Mon, and Llais Ni; and
  - 10.2.2 the Developer will fund an independent chair.
- 10.3 The Parties agree that the duties and responsibilities of the Welsh Language and Culture Engagement Group are:
- 10.3.1 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 Review monitoring returns provided to it in accordance with paragraph [10.4];
  - 10.3.3 To feed back to the Parties any issues relating to Welsh Language and culture as seen from the representatives' areas of expertise.
- 10.4 The Parties undertake that they will monitor and report to the Welsh Language and Culture Sub-Group:
- (a) quarterly in respect of the obligations in Paragraphs [9.1];
  - (b) every six months on its implementation and performance of its obligations in Paragraphs [1], [2], [3], [4], [5], [6], and [8] of this Schedule; and
  - (c) following completion of the evaluations undertaken pursuant to Paragraph [9.2],

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

- 10.5 The Parties agree that relevant aspects of the reporting undertaken pursuant to Paragraph [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.

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<sup>17</sup> **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

## **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] of £[2,100,000 (Two Million One Hundred Thousand Pounds)] (Indexed);

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

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

### **1. Leisure Contributions**

1.1 The following contributions will be paid by the Developer to the Council upon the first anniversary of 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) 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 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) 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) 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] to the Developer on a [quarterly] basis from Implementation.

### SCHEDULE 3 TOURISM

**"Wales Tourism Surveys"** means the Welsh Government's Tourism Barometer Survey<sup>18</sup>, Wales Visitor Survey<sup>19</sup>, and the Wales Tourism Accommodation Occupancy Survey<sup>20</sup> undertaken by the Welsh Government;

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

**"Tourism Officer Contribution"** means a contribution of £[40,000] (Forty Thousand Pounds);

**"Tourism (Annual) Contribution"** means a contribution of £[167,000] (One Hundred and Sixty Seven Thousand Pounds)] payable in accordance with [Schedule 3];<sup>21</sup>

**"Tourism (WG Annual Monitoring) Contribution"** means a contribution of £[20,000] (Twenty Thousand Pounds) (Indexed) payable accordance with [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;

#### 1. Tourism Action Plan

1.1 Prior to Implementation the Council will 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

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<sup>18</sup> <https://gov.wales/statistics-and-research/tourism-barometer/?lang=en>

<sup>19</sup> <https://gov.wales/statistics-and-research/wales-visitor-survey/?lang=en>

<sup>20</sup> <https://gov.wales/statistics-and-research/wales-tourism-accommodation-occupancy-surveys/?lang=en>

<sup>21</sup> **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.



- 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
  - 1.1.5 liaise with Gwynedd Council the Welsh Government where appropriate for joint tourism promotion initiatives; and
  - 1.1.6 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:
- 1.3.1 publish 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 be paid by the Developer to the Council as follows:
- 2.1.1 the first payment will be paid prior to Implementation; and
  - 2.1.2 subsequent payments will 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.
- 2.2 The Council will 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.

## 3. **Tourism (Annual) Contribution**

- 3.1 The Tourism (Annual) Contribution will be paid by the Developer to the Council as follows:
- 3.1.1 the first payment will be paid prior to Implementation; and
  - 3.1.2 subsequent payments will 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 be applied by the Council to developing and delivering the Tourism Action Plan.

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

- 4.1 The Tourism (WG Monitoring) Contribution will be paid by the Developer to IACC for onward payment to the Welsh Government (subject to Clause [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 as follows:

4.1.1 the first payment will be paid prior to Implementation; and

4.1.2 the subsequent payments will 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 not Implement the Project until the first payment has been made.

**5. Tourism Monitoring Data**

- 5.1 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. Permanent Visitor Centre**

- 6.1 The Developer will 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] below will implement such planning permission in order to target opening of the Visitor Centre within two years from the grant of permission.

- 6.2 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 the reasons for refusal and will progress such amended application in order to secure the planning permission for the Visitor Centre.

- 6.3 If a permission granted for the Visitor Centre is challenged by way of judicial review, the Developer will support the Council in defending such proceedings.

- 6.4 If despite complying with its obligations in paragraphs [6.1 to 6.3] the Developer is unable to obtain a permission for the Visitor Centre within 24 months from the first application for planning permission (or such other date agreed with 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.

6.5 The Developer will, as part of the Visitor Centre site selection and design process, consider and aim to:

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

6.5.2 include opportunities to link the Visitor Centre to the PRow Network.

## **SCHEDULE 4**

### **EMPLOYMENT AND SKILLS SERVICE AND SUPPLY CHAIN**

**"Economic Development Officer Contribution"** means the sum of £[80,000] [(Eighty Thousand Pounds)] (Indexed) towards the provision of an Economic Officer;

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

**"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 developed and updated from time to time in accordance with [Schedule 4];

**"Supply Chain Action Plan"** means the action plan 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];

**"Jobs and Skills (Contingency) Fund"** means a total fund of £[2,000,000] (Two Million Pounds) payable 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];

**"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 Service<sup>22</sup>**

1.1 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:

1.1.1 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;

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<sup>22</sup> **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.

- 1.1.2 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 Support any employers who lose employees to the Wylfa Newydd DCO Project to backfill their roles; and
  - 1.1.4 Guide the provision of training to support these aims.
- 1.2 The Developer 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:<sup>23</sup>
- 1.2.1 notifying its external job vacancies in relation to the Wylfa Newydd DCO Project to the WNESS;
  - 1.2.2 [Using reasonable endeavours to advertise job vacancies in relation to the Wylfa Newydd DCO Project solely via the WNESS.]<sup>24</sup> for a period of [two] Working Days prior to advertising with other providers [and using reasonable endeavours to ensure its contractors do the same];
  - 1.2.3 provide two members of staff to support the operation of the WNESS;
  - 1.2.4 provide regular updates to the WNESS of its forecasts for future skills needs for the Wylfa Newydd DCO Project; and
  - 1.2.5 provide space [within its offices on Anglesey]<sup>25</sup> for the WNESS to operate from and from which to run class-room based learning.
- 1.3 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: <sup>26</sup>
- 1.3.1 monitoring implementation of this Deed;
  - 1.3.2 providing labour market data and other reasonably available labour-related intelligence to the WNESS; and
  - 1.3.3 briefing councillors and local residents 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

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<sup>23</sup> **CC Drafting Note:** To be reviewed in light of the WNESS Terms of Reference once finalised including as regards to specific timeframes stated.

<sup>24</sup> **CC Drafting Note:** Under consideration.

<sup>25</sup> **CC Drafting Note:** Under consideration.

<sup>26</sup> **CC Drafting Note:** To be reviewed in light of the WNESS Terms of Reference once finalised including as regards to specific timeframes stated.

consultation with the Welsh Government,<sup>27</sup> 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 the Jobs and Skills Implementation Plan for years 1-3 of construction of the Wylfa Newydd DCO Project in consultation with the Jobs and Skills Engagement Group to ensure a Jobs and Skills Implementation Plan is in place prior to Implementation and the Parties agree to thereafter comply with the Jobs and Skills Implementation Plan.

2.2 The Jobs and Skills Implementation Plan will:

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.

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 Require monitoring of 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 Identify annual key performance indicators towards achieving a Workforce comprising at least 2000 home-based members by peak construction.

2.2.7 Monitoring and reporting protocols on key performance indicators.

2.2.8 Required actions and mitigations should key performance indicators be missed.

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.

2.2.10 Processes for working with the WNESS to agree a Jobs and Skills Implementation Plan for the Operational Period.

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<sup>27</sup> **CC Drafting note:** Discuss with IACC

- 2.3 The Parties agree that the Jobs and Skills Implementation Plan will not require additional expenditure from the Developer 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 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 be paid by the Developer to IACC as follows:<sup>28</sup>
- 4.1.1 For onward payment to Grŵp Llandrillo Menai and other specialised training partners (subject to Clause [7]) for the purposes of delivering the training identified in the Jobs and Skills Implementation Plan:
    - (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

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<sup>28</sup> **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:

- (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 For onward payment to Betsi Cadwaladr University Health Board a payment of £50,000 for staffing and workforce planning to minimise the impacts of labour churn on its staff, payable by the Developer prior to Implementation;



4.1.4 For onward payment to Public Health Wales a payment of £50,000 for staffing and workforce planning to minimise the impacts of labour churn on its staff, payable by the Developer prior to Implementation,

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

## **5. Jobs and Skills (Contingency) Fund**

5.1 In the event that the key performance indicator monitoring undertaken under the Jobs and Skills Plan indicates by [year 3 of the Contribution Period] that the Developer is unlikely to achieve 2000 home based member of the Workforce at peak construction:

5.1.1 the Parties in consultation with the Jobs and Skills Engagement Group will develop a remedial action plan within 40 Working Days 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.

## **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<sup>29</sup> 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 the duties and responsibilities of the Jobs and Skills Engagement Group are:

6.3.1 To monitor the implementation of the obligations on behalf of the Developer and the Council as set out in this Schedule.

6.3.2 Review monitoring returns provided to it in accordance with paragraph [3.1].

6.3.3 To input into the development and updating of the Jobs and Skills Implementation Plan.

6.3.4 To input into the development of a remedial action plan (pursuant to paragraph 5) (if needed).

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<sup>29</sup> **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

- 6.3.5 To feed back to the Parties any issues relating to jobs, and skills and training as seen from the representatives' areas of expertise.

## **7. Apprenticeships**

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

- 7.1.1 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:

- (a) 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) 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) An apprentice may only be reported against the 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 The parties recognise that in meeting the 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 the Supply Chain Action Plan 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 prior to Implementation and the Parties agree to thereafter comply with the Supply Chain Action Plan.

- 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 Require publication of invitations to tender to local eligible suppliers.

- 8.2.4 Enable local suppliers to register their interest in supplying the Wylfa Newydd DCO Project and apply for available tender invitations.
  - 8.2.5 Facilitate engagement between the Developer and individual suppliers.
  - 8.2.6 Establish annual key performance indicators and monitoring and reporting protocols on key performance indicators.
  - 8.2.7 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.

## **9. Supply Chain Portal**

- 9.1 The Developer undertakes that it will 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 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]).
- 10.2 The Parties agree that the Council may publicise or share the reports received from the developer pursuant to paragraph [10.1].
- 10.3 The Developer will have due regard to any recommendations made by the Council or the Welsh Government in terms of:
- 10.3.1 updating the Supply Chain Action Plan; and/or
  - 10.3.2 improving the operation of the Supply Chain Portal.

## **11. Economic Development Officer Contribution**

- 11.1 The Economic Development Officer Contribution will be paid by the Developer to the Council as follows:
- 11.1.1 the first payment will be paid prior to Implementation; and
  - 11.1.2 subsequent payments will 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 apply the Economic Development Officer Contribution to employ up to two Economic Development Officers.
- 11.3 The Developer will 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 10.4.
- 11.4 The Economic Development Officers must 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 the STEM Gogledd Project with 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 work as a strategic partner of the Wales Nuclear Forum on the Supply Chain engagement programme; and
  - 11.4.7 monitor the operation and effectiveness of the Supply Chain Portal.

**ANNEX 1**  
**WNESS TERMS OF REFERENCE**

## **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];

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

**"Accommodation (Contingency) Fund"** means a total fund of £[5,000,000] (Five Million Pounds) which may be allocated in accordance with of Schedule [6];

**"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;

**"Workforce Accommodation Management Service"** or **"WAMS"** means the service established pursuant to Paragraph [1] of [Schedule 5] in accordance with the WAMS Terms of Reference attached at Annex 1 to [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);
- 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 sum of £[100,000] (One Hundred Thousand Pounds) ([BCIS Indexed]) payable in accordance with [Schedule 5];

**"Worker Accommodation (Capacity Enhancement) Contribution"** means the sum of £[10,000,000 (Ten Million Pounds)] ([BCIS Indexed]) paid in accordance with [Schedule 5];

### **1. Workforce Accommodation Management Service**

- 1.1 The Developer undertakes that it will establish the Workforce Accommodation Management Service prior to Implementation and thereafter operate it for the duration of the Construction Period.
- 1.2 The Developer undertakes that it will require all members of the Workforce to register with the Workforce Accommodation Management Service.
- 1.3 The Developer undertakes that it will 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 <sup>30</sup> the invited membership of the constitute the WAMS Oversight Board will be a representative from each of the Council, the Developer, and Gwynedd Council.
- 2.3 The Parties agree that the duties and responsibilities of the WAMS Oversight Board are:<sup>31</sup>
- 2.3.1 To oversee the operation of the Workforce Accommodation Management Service.
  - 2.3.2 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 To receive and review accommodation data provided to it in accordance with paragraphs [4.4] and [8].
  - 2.3.4 To liaise with the Council on the expenditure of the Worker Accommodation Annual Contribution.
  - 2.3.5 To feed back to the Parties any issues relating to accommodation as seen from the representatives' areas of expertise.

### 3. **Worker Accommodation Portal**

- 3.1 The Developer undertakes that it will open the Worker Accommodation Portal prior to Implementation.
- 3.2 The Worker Accommodation Portal will enable:
- 3.2.1 accommodation providers to register available and suitable accommodation (which includes the Site Campus);
  - 3.2.2 the Workforce to search for accommodation that meets their needs;
  - 3.2.3 the Workforce to be put in contact with the accommodation providers or their agents;
- 3.3 The Developer undertakes that it will work with the Agent (as defined in paragraph [1.3]) to ensure the operation of the Worker Accommodation Portal in accordance with the Workforce Accommodation Strategy for the duration of the Construction Period.

### 4. **Occupancy Targets**

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<sup>30</sup> **CC Drafting Note:** Consider with IACC whether the text of its DoC with GC should oblige GC to participate in the engagement group

<sup>31</sup> **CC Drafting Note:** to avoid confusion with multiple groups, the WAMS oversight group is essentially operating as the (old) accommodation group.

- 4.1 The Developer covenants to target an average occupancy rate of the Site Campus of 85%.
- 4.2 For the purposes of this Deed:<sup>32</sup>
- 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
  - 4.2.2 the occupancy percentage will 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 1 three month period then the Developer will act to incentivise take up of the Site Campus through measures such as pricing and marketing or other incentives agreed with the Council.
- 4.4 The Developer undertakes to 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 be paid by the Developer to the Council as follows:<sup>33</sup>
- 5.1.1 the first instalment of £[80,000] [(Eighty Thousand Pounds)] will be paid prior to Implementation;
  - 5.1.2 the second and third instalments of £[80,000] [(Eighty Thousand Pounds)] 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)] each will be paid on the third, fourth and fifth anniversary of Implementation respectively; and
  - 5.1.4 the seventh and eight instalments of £[80,000] [(Eighty Thousand Pounds)] each will be paid on the sixth and seventh anniversary of Implementation respectively.

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<sup>32</sup> **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.

<sup>33</sup> **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 The Accommodation Officers Contributions will 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 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 and manage the annual programme of works required in accordance with paragraph [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;
- 5.2.5 other matters which may be agreed with the Developer.

**6. Worker Accommodation (Annual) Contribution**

6.1 The Worker Accommodation (Annual) Contribution will 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:

- 6.1.1 the first annual instalment will be paid prior to Implementation;
- 6.1.2 the second to fifth annual instalments (if payable) shall be paid annually thereafter on the anniversary of Implementation.

6.2 The Council undertakes that 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 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 be paid by the Developer as follows:

7.1.1 75% to the Council as follows:

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

7.1.2 20% to the Council for onward payment to Gwynedd Council (subject to Clause [7]) as follows:

- (a) 10% to be paid prior to Implementation;
- (b) 45% to be paid on the first anniversary of Implementation; and
- (c) 45% to 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]) prior to Implementation as follows:

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

and the Developer will not Implement the Wylfa Newydd DCO Project until the payments in clauses 7.1.1(a), 7.1.2(a) and 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 adequate supply of local housing provision having regard to the Wylfa Newydd DCO Project as set out in Tables 1 and 2 below; 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 agree an annual programme of works which must:

- 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;
- 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];
- 7.3.3 identify key performance indicators demonstrating acceptable progress to delivering the capacity enhancement identified in accordance with Paragraph [7.2]; 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 of works.
- 7.4 The Parties agree that there will be an annual review by the Developer and the Council of the key performance indicator monitoring undertaken under the annual programme of works where in the event that the key performance indicator monitoring undertaken under the annual programme of works demonstrates at years 2, 3 and 4 of the Construction Period that the Council and is not meeting its delivery targets to achieve 1,745 new bed spaces at peak construction:
- 7.4.1 The WAMS Oversight Board will develop a remedial action plan the purpose of which is to achieve a minimum of 1,745 new bed spaces at peak construction.
- 7.4.2 The remedial action plan:
- (a) Will 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 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 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.
  - (c) 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 the Developer will 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 agreed*<sup>34</sup>]
8. **Accommodation Monitoring Data** [*Discuss data with IACC*]

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<sup>34</sup> CC Drafting Note: WG/IACC D4 rep to be discussed.

- 8.1 The Council undertakes that it will 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 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 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 [Principles of release:

9.1.1 Horizon will release the Accommodation (Contingency) Fund where PRS demand by the Workforce:<sup>35</sup>

- (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.

9.1.2 Where the rate of release will be £7,000<sup>36</sup> per member of the Workforce above the demand stated in 9.1.1, up to a maximum of the Accommodation (Contingency) Fund.

9.1.3 The Developer will not be obliged to make any payment under this paragraph where the Council has failed to comply with its delivery targets under paragraph [7.2].

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<sup>35</sup> **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.

<sup>36</sup> **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.



**ANNEX 1**  
**WAMS Terms of Reference**

## **SCHEDULE 6 EDUCATION**

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

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

**"Local Schools"** means [state] primary and secondary schools within the local authority areas of Anglesey, Gwynedd and Conwy;

**"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;

### **1. Education Strategy**

1.1 The Developer will prior to Implementation agree with the Council education strategy which confirms:

1.1.1 The Developer's engagement with the five secondary schools and 47 primary schools on Anglesey as well as the wider region.

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 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).

1.1.4 The Council/s proposed expenditure of the Education Contribution (in accordance with paragraph 2.2).

### **2. Education Contribution**

2.1 The Education Contribution will be paid by the Developer to the Council as follows:

2.1.1 10% prior to Implementation; and

2.1.2 90% prior to the first anniversary of Implementation,

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

2.2 The Council covenants with the Developer that it will use the Education Contribution to prepare a programme for early capacity enhancement within Local Schools in Anglesey and deliver capacity enhancement within timeframes appropriate to avoid



impacts arising from 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
- 2.2.4 monitor the effects of the Wylfa Newydd DCO Project on the Local Schools in accordance with Paragraph [3].

### **3. Monitoring of the Local Schools**

- 3.1 The Council undertakes that it will 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 places within Anglesey and provide a capacity report to the Developer within 10 Working Days of the end of each school term.
- 3.2 The Developer undertakes that it will monitor the numbers of Workforce Children as part of the operation of the Workforce Accommodation Management Strategy Workforce Management Portal (pursuant to [Schedule 5]) and provide such data to the Council on a quarterly basis or such other period agreed with the Council .

### **4. Release of Education (Contingency) Fund**

- 4.1 In the event the education monitoring data provided pursuant to Paragraphs [2.1] and [2.2], or provided to the Developer and the Council by Gwynedd Council or Conwy Council, shows evidence demonstrating enrolment of Workforce Children at a Local School (or school located in Gwynedd or Conwy) which is at or exceeding 95% capacity the Developer will pay to the Council a portion of the Education (Contingency) Fund calculated as follows:

$$[A \times B = C]$$

[Where

- A is the number pupils over 95% capacity at a Local School
- B is the per capita fee of £6,000;<sup>37</sup>
- C is the sum to be paid by the Developer to the Council.]

- 4.2 The Parties agree that the Council may utilise the Education (Contingency) Fund for:

- 4.2.1 special needs provision at Local Schools,

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<sup>37</sup> CC Drafting Note: based on table 5 <https://gov.wales/docs/statistics/2018/180705-local-authority-budgeted-expenditure-schools-2018-19-en.pdf>

4.2.2 [pre-school provision]; and

4.2.3 associated support services for Local Schools in respect of matters relating to Safeguarding,

in each case where [additional demand is placed on those services as a result Workforce Children] and where the Council proposes to utilise the Education (Contingency) Fund for these matters the Council must:

4.2.4 provide its evidence of additional demand to the Developer;

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

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

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

*[For further discussion with IACC]*

4.3 Release of funds from the Education (Contingency) Fund will close at the end of the Construction 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;
- 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 Officer"** means the suitably qualified and experienced transport consultant employed or contracted by the Council in accordance with [Schedule 7];

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

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

**"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];

### **1. Transport Officer Contribution**

1.1 The Transport Officer Contribution will be paid by the Developer to the Council as follows:

1.1.1 the first instalment will be paid prior to Implementation;

1.1.2 subsequent payments will 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.

1.2 The Council will 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 other matters which may be agreed with the Developer from time to time.

## **2. Transport (Annual) Contribution**

2.1 The Transport (Annual) Contribution will be paid by the Developer to the Council as follows:

2.1.1 the first instalment will be paid prior to Implementation;

2.1.2 subsequent payments will 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.

2.2 The Council will use the Transport (Annual) Contribution to [*discuss with IACC*].

## **3. Transport (Road Safety) Contribution**

3.1 The Transport (Road Safety) Contribution will be paid by the Developer to the Council for the purposes of funding road safety campaign from Implementation until the completion of the A5025 Highway Improvements (as notified by the Developer to the Council) prior to Implementation and the Developer will not Implement the Wylfa Newydd DCO Project until the payment has been made.

3.2 The Council will, in consultation with relevant stakeholders, 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 be paid by the Developer as follows:

4.1.1 £900,000 to the Council, payable in equal annual instalments for nine years with the first payment payable prior to Implementation and subsequent payments paid annually on the anniversary of Implementation and which will be made available to Gwynedd Council where traffic monitoring undertaken pursuant to paragraph indicates that is appropriate; and

4.1.2 £400,000 to the Council for onward payment to the Welsh Government (subject to Clause [7]) payable in equal annual instalments for nine years with the first payment payable prior to Implementation and subsequent payments paid annually on the anniversary of Implementation,

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

4.2 The Parties agree that the Transport (Additional Mitigation) Contribution can be expended to deliver mitigation which may be identified in accordance with paragraph 5 demonstrates, and which is not otherwise funded by the Transport Officer Contribution, Transport (Annual) Contribution, or the Transport (Road Safety) Contribution.

4.3 The Parties agree that:

4.3.1 the Council must, prior to expenditure of the Transport (Additional Mitigation) Contribution, discuss the relevant transport issue with the Developer 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 require the Welsh Government and Gwynedd Council to do the same via the relevant Deed of Covenant (pursuant to Clause [7]).

- 4.4 Having regard to the contingent nature of the Transport (Additional Mitigation) Contribution, the Parties specifically acknowledge the obligations in Schedule 17 paragraph 1.2.
5. **Traffic Monitoring** **[Please note further drafting of specific monitoring will be provided]**
- 5.1 From Implementation:
- 5.1.1 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 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.
- 5.4 The Parties agree that in respect of the local 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 develop mitigation actions required to be undertaken which may include expenditure of the Transport (Additional Mitigation) Contribution.
- 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.
- 5.6 The Council covenants that it will 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 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 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;
  - 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;
- 6.3 The Parties agree that the total cost of the initial resurfacing works and any final repair works will not exceed £250,000 (Two Hundred and Fifty Thousand Pounds).

## **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 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 Million Six Hundred and Ninety Thousand Pounds)] (Indexed) which may be allocated in accordance with Paragraph [6] of [Schedule 8];

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

**"Health (NHS Dependants Use) Payment"** means a contribution of £[1,617,885] (One Million Six Hundred Thousand and Seventeen Thousand Eight Hundred and Eighty Five Pounds) (Indexed);

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

**"Health (First NHS Workforce Use) Payment"** means £[2,500,000] (Two Million Five Hundred Thousand Pounds) (Indexed);

**"Health (Second NHS Workforce Use) Payment"** means £[660,000] (Six Hundred and Sixty Thousand Pounds) (Indexed);

**"Laboratory Services Proposal"** means the proposal demonstrating how the Developer will 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 the Welsh Ambulance Service which is covered under Emergency Services schedule rather than this schedule.]*

**"NHS"** means the National Health Service;

**"Pharmacy Services Proposal"** means the proposal demonstrating how the Developer will 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. Health Payments**

1.1 The following payments will 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 the Health (NHS Referral) Payment towards the cost of referrals to NHS services of non-home-based Workforce personnel during the Construction Period;
- 1.2 The Health (First NHS Workforce Use) Payment will be paid by the Developer to the Council for onwads 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:
  - 1.2.1 10% prior to Implementation; and
  - 1.2.2 90% on the first anniversary of Implementation,and the Developer will not Implement the Wylfa Newydd DCO Project until the first payment has been made.
- 1.3 The Health (NHS Dependants Use) Payment will be paid by the Developer to the Council for onwads 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:
  - 1.3.1 10% prior to Implementation; and
  - 1.3.2 90% on the first anniversary of Implementation,and the Developer will not Implement the Wylfa Newydd DCO Project until the first payment has been made.
- 1.4 The Health (Second NHS Workforce Use) Payment will be paid by the Developer to the Council for onwads 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]:
  - 1.4.1 the [*interim payment to be considered*] will be paid by the Developer to the Council for onwads 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 provide the scope of health services set out in Annex 1 until the end of the Construction period.

3. **Dentistry**

- 3.1 Prior to Implementation the Developer will provide the Council with the Dental Services Proposal for the Council's written approval.
- 3.2 The Parties may agree updates to the Dental Services Proposal from time to time.
- 3.3 The Developer will 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 submit to the Council the Pharmacy Services Proposal.
- 4.2 The Parties may agree updates to the Pharmacy Services Proposal from time to time.
- 4.3 The Developer will 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. **Health and Wellbeing Engagement Group**

- 5.1 From Implementation the Developer and the Council agree to constitute a Health and Wellbeing Engagement Group.
- 5.2 The Parties agree that <sup>38</sup> the invited membership of the Health and Wellbeing Engagement Group will be a representative from each of the Council, the Developer, the Welsh Government, BCUHB, Welsh Ambulance Service NHS Trust and Public Health Wales.
- 5.3 The Parties agree that the duties and responsibilities of the Health and Wellbeing Engagement Group are:

5.3.1 To monitor health and wellbeing matters against the following indicators,

- (a) Access to community healthcare services.
- (b) Respiratory health.
- (c) Accident hotspots.
- (d) Sleep disturbance.

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<sup>38</sup> **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

- (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.

5.3.2 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.

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

## 6. Health (Contingency) Fund

6.1 The Developer will pay the Health (Contingency) Fund to the Council for onwards payment to BCUHB or an alternative health and wellbeing service (subject to Clause 7) in the following circumstances:

6.1.1 In respect of NHS referrals, the sum "E" determined quarterly (and paid [*annually*] from [*date*]) by the formula:

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

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.

6.1.2 In respect of NHS Workforce Use, the sum "E" determined quarterly and paid [*annually*] from [*date*]) by the formula:

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

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; and
- E is the anticipated sum to be recommended by the Health and Wellbeing Sub-Group in its recommendation report.

6.1.3 In respect of NHS Dependants 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.

6.1.5 Significant additional demand for offsite sexual health services provisions where that is agreed with the Health and Wellbeing Engagement Group..

6.1.6 Significant additional demand for health services relating to Safeguarding matters where that is agreed with the Health and Wellbeing Engagement Group.

6.2 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 ---*

### **General Scope of Work**

4-1.1.1 The Scope shall include the following:

- Provide trained and licensed/registered medical personnel for medical services to a mixed-gender construction workforce.
- 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.
- 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.
- 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.
- 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.
- 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.
- Provide Return to Work / Case Management capability to ensure the timely and safe return to work for all workers following an injury or illness.
- Maintain medical records securely; it is preferred that the medical records management system is electronic.
- Perform campaigns monthly e.g. public health education campaigns, health promotion activities, well-being programmes, mental health well-being programmes.
- Provide certified First Aider training, Cardio-Pulmonary Resuscitation (CPR) training, Automated External Defibrillator (AED) and other health and emergency response skills training.
- 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.
- 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 Borne Pathogen Procedure.
- 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.

### **Considerations**

- Site Campus population / site population
- Pressure on local / regional health facilities and emergency services

- Nearest centre of excellence
- Transportation of a critically ill / injured employee requiring evacuation by rotor wing aircraft

## ***Clinic Services***

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.

4-1.1.3 Any life-threatening medical issues will be stabilised, transported and/or referred to the appropriate off-site medical professionals.

4-1.1.4 **Site Campus Medical Centre** (24/7 coverage 7 days per week)

- Primary Health for non-work-related injuries and illnesses
- Chronic illness management
- Occupational Health
- Clinical assessment
- Portable / digital x-rays
- ECG testing/interpretations
- Intravenous therapy
- Management of soft tissue injury and fractures
- Common illness and injury management
- Minor and major trauma management
- Resuscitation services / advanced life support
- Immunisations
- Dentistry – under review
- Environmental health risks
- Illness and injury prevention programme execution
- Well-being programmes and mental health well-being programmes
- Psychological disorders management (alcoholism, chemical dependence)
- Health promotion/public health management
- Physiotherapy
- Drug and alcohol testing

4-1.1.5 **Construction Site Clinic**

- Occupational Health
- Primary health
- Triage
- General medical consultations
- Intravenous therapy
- Stabilisation of soft tissue injury and fractures / trauma
- General stabilisation prior to transport
- Medication therapy
- Drug and alcohol Testing
- 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.

### **Medical Staff**

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.

4-1.1.8 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.

4-1.1.9 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.

4-1.1.10 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.

4-1.1.11 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**

4-1.1.12 The team will be made up of

- Clinical Team Leader
- Physician
- Nurse practitioner
- Occupation Health Nurse
- Advanced Care Paramedic
- Administrative Assistant
- Physiotherapist

4-1.1.13 The duties of each role within the team will be set out in job descriptions.

4-1.1.14 The service will be overseen by the Bechtel Medical Services Coordinator.

## **Case Management**

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.

## **Pharmaceuticals and Consumables**

### **Medical Equipment / Consumables / Medications**

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.

4-1.1.17 Health service provider shall maintain adequate inventory of pharmaceuticals and medical consumables for medical facility operations and medical treatment.

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.

## **Health Surveillance**

4-1.1.19 Health service provider shall deliver health surveillance as required. (To be expanded e.g. auditory, respiratory, hand/arm vibration).

## **Disease Control and Prevention**

### **Epidemic/Pandemic Control**

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.

4-1.1.21 Every effort will be made in assisting the project to prevent and respond to epidemic/pandemic diseases.

### **Respiratory Disease Prevention**

4-1.1.22 Every effort will be made to prevent respiratory diseases by:

- Isolation/separation of affected individuals where possible
- Emphasising early diagnosis and treatment

### **Water-Borne Disease Prevention**

4-1.1.23 Primary prevention methods for water-borne diseases will include:

- Testing of potable water supplies
- Sterilisation of hot water systems and periodic temperature checks

4-1.1.24 Secondary prevention methods will include early diagnosis and treatment of infectious diseases.

### **Food-Borne Illness Prevention**



4-1.1.25 Primary prevention will include:

- Questionnaires/declarations for food handlers
- Hygiene inspections and temperature checks in the Site Campus kitchens and cafeterias

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.

### ***Drug and Alcohol Programme***

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.

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.

### ***Emergency Services***

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 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.

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.

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**

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.

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**

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**

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.

### ***Patient Medical Record Management***

4-1.1.36 Medical records for clinical interactions and consultations will be maintained to:

- Ensure effective management of ongoing medical conditions by the designated clinician
- Provide proper continuity of care
- Enable identification of possible work-related illness

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.

### ***Staffing***

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.

- 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 EMT once major work begins. Whilst the nurse would do Occ 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.
- 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.
- 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.

## **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 Implementation the scope of onsite ambulance services as set out in the scope of health services set out Annex 1 to [Schedule 8] and maintain those services until the end of the Construction Period.

1.2 The Public Services (Ambulance) Contribution will be paid by the Developer to IACC for onward payment to Welsh Ambulance Service NHS Trust as follows:<sup>39</sup>

1.2.1 a payment of £581 (Indexed) prior to Implementation;

1.2.2 a payment of £1,631 (Indexed) on the first anniversary of Implementation

1.2.3 a payment of £12,458 (Indexed) on the second anniversary of Implementation

1.2.4 a payment of £37,755 (Indexed) on the third anniversary of Implementation

1.2.5 a payment of £91,494 (Indexed) on the fourth anniversary of Implementation

1.2.6 a payment of £155,387 (Indexed) on the fifth anniversary of Implementation

1.2.7 a payment of £226,695 (Indexed) on the sixth anniversary of Implementation

1.2.8 a payment of £232,329 (Indexed) on the seventh anniversary of Implementation

1.2.9 a payment of £157,342 (Indexed) on the eighth anniversary of Implementation,

1.2.10 a payment of £16,523 (Indexed) on the ninth anniversary of Implementation

1.2.11 a payment of £3,669 (Indexed) on the tenth anniversary of Implementation

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<sup>39</sup> **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

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

1.3 The Public Services (Ambulance) Contribution must be spent on:

- 1.3.1 mitigation for the potential for higher demand for Welsh Ambulance Service NHS Trust ambulance services as a result of the Wylfa Newydd DCO Project;
- 1.3.2 Welsh Ambulance Service NHS Trust workforce planning and training, and monitoring.

2. **Public Services (Fire) Contribution**

2.1 The Developer will deliver from Implementation the scope of onsite fire services as set out in Annex 1 and maintain those services until the end of the Construction Period.

2.2 The Public Services (Fire) Contribution will be paid by the Developer to IACC for onward payment to North Wales Fire and Rescue Service as follows:

- 2.2.1 a payment of £50,000 (Indexed) prior to Implementation;
- 2.2.2 a payment of £100,000 (Indexed) on the first anniversary of Implementation
- 2.2.3 a payment of £150,000 (Indexed) on the second anniversary of Implementation
- 2.2.4 a payment of £200,000 (Indexed) on the third anniversary of Implementation
- 2.2.5 a payment of £200,000 (Indexed) on the fourth anniversary of Implementation
- 2.2.6 a payment of £100,000 (Indexed) on the fifth anniversary of Implementation
- 2.2.7 a payment of £100,000 (Indexed) on the sixth anniversary of Implementation
- 2.2.8 a payment of £100,000 (Indexed) on the seventh anniversary of Implementation
- 2.2.9 a payment of £50,000 (Indexed) on the eighth anniversary of Implementation,

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

2.3 The Public Services (Fire) Contribution must 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.
- 2.3.2 Additional training and heavy lifting equipment for deployment at road traffic accidents.
- 2.3.3 Workforce planning.

- 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 be paid by the Developer to IACC for onward payment to North Wales Police as follows:

- 3.1.1 a payment of £361,184 (Indexed) prior to Implementation;
- 3.1.2 a payment of £361,184 (Indexed) on the first anniversary of Implementation;
- 3.1.3 a payment of £583,088 (Indexed) on the second anniversary of Implementation;
- 3.1.4 a payment of £713,616 (Indexed) on the third anniversary of Implementation;
- 3.1.5 a payment of £713,616 (Indexed) on the fourth anniversary of Implementation;
- 3.1.6 a payment of £713,616 (Indexed) on the fifth anniversary of Implementation;
- 3.1.7 a payment of £713,616 (Indexed) on the sixth anniversary of Implementation;
- 3.1.8 a payment of £713,616 (Indexed) on the seventh anniversary of Implementation;
- 3.1.9 a payment of £713,616 (Indexed) on the eighth anniversary of Implementation;
- 3.1.10 a payment of £583,088 (Indexed) on the ninth anniversary of Implementation,

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

- 3.2 The Public Services (Police) Contribution must 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 NHS Trust.
- 4.3 The Parties agree that the duties and responsibilities of the Emergency Services Engagement Group are:
- 4.3.1 To monitor the implementation of the obligations on behalf of the Developer and the Council as set out in this Schedule 1;
  - 4.3.2 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.
  - 4.3.3 To identify preparation measures in the event of an emergency situation at the power station.
  - 4.3.4 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

### 3.1 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	Spills of hazardous/flammable chemicals	Casualty recovery and containment of



response	on site	moderate quantities / restricted list of hazardous substances permitted on site
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## 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 to 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
<b>Site Fire &amp; Rescue Base</b>  <b>Situated for rapid access to construction site and camp</b>	1	Garage for Emergency vehicles  Vehicle engine heater connections  Store for rescue equipment including equipment maintenance area with workbench  Office  Kitchen area with appliances  Break Room  Toilets with showers  Showers for decontamination  Drying room  Compressor room  SCBA Workshop  Hose repair facility	<ul style="list-style-type: none"> <li>• Electricity</li> <li>• Potable water</li> <li>• Automatic transition generator</li> <li>• Building Heating / cooling system</li> <li>• Ramp for stretcher access</li> <li>• Training room &amp; equipment/aids</li> <li>• Drill/exercise area</li> <li>• Vehicle wash facilities</li> <li>• Hydrant to fill tanks</li> <li>• Gas testing and calibration equipment</li> <li>• Equipment to monitor environment dosimeters, Gas, Thermal Image, Noise, meters etc</li> </ul>
<b>Fire fighting and Rescue equipment Storage</b>	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"> <li>• Lighting</li> <li>• background heating</li> </ul>

## 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 trained	Rope Rescue Specialists
<b>WATCH A</b>	<b>1</b>	<b>3</b>	<b>3</b>	<b>2</b>
<b>WATCH B</b>	<b>1</b>	<b>3</b>	<b>3</b>	<b>2</b>

### 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
<b>WATCH A</b>	<b>1</b>	<b>4</b>	<b>3</b>	<b>2</b>
<b>WATCH B</b>	<b>1</b>	<b>4</b>	<b>3</b>	<b>2</b>

### 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	Rope

space				Rescue
WATCH A	1	4	3	2
WATCH B	1	4	3	2
WATCH C	1	4	3	2

## **SCHEDULE 10**

### **CONSTRUCTION NOISE MITIGATION**

**"Construction Noise (Cemaes Primary School) Contribution"** means the value of the noise mitigation package agreed to pursuant to [Schedule 10] with 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 agreed to pursuant to [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 be paid by the Developer to the Council on the first anniversary of Implementation and the Developer covenants that it will 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 work with the owners of Cemaes Primary School to agree an appropriate noise insulation measures to reduce noise in classrooms<sup>40</sup> to address impacts of construction noise for the Construction Period.

1.3 The Council will use reasonable endeavours to ensure that the agreed measures are in place as soon as reasonably practicable following Implementation.

#### **2. Construction Noise (Eglwys Sant Padrig Church) Contribution**

2.1 The Construction Noise (Eglwys Sant Padrig Church) Contribution will be paid by the Developer to the Council on the first anniversary of Implementation and the Developer covenants that it will 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 work with the owners of Eglwys Sant Padrig Church to agree an appropriate noise insulation measures to reduce noise<sup>41</sup> to address impacts of construction noise for the Construction Period.

2.3 The Council will use reasonable endeavours to ensure that the agreed measures are in place as soon as reasonably practicable following Implementation.

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<sup>40</sup> **CC Drafting Note:** this could include for example further glazing, teaching support, sound absorption measures.

<sup>41</sup> **CC Drafting Note:** this could include for example installation of sound re-enforcement systems.

## **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 be allocated in accordance with [Schedule 11];

**"Environment Enhancement Fund"** means a total fund of £[400,000] (Four Hundred Thousand) (Indexed) which may be allocated in accordance with [Schedule 11];

**"Environment Officer"** means an officer employed by the Council in accordance with [Schedule 11].

**"Felin Gafnan Interpretation Board Contribution"** means [£3,000] (Indexed) which may be allocated in accordance with [Schedule 11];

**"Heritage Interpretation Board Contribution"** means a contribution of [£6,000] (Six Thousand Pounds) (Indexed) which may be allocated in accordance with [Schedule 11];

**"Tern Warden Payment"** means a payment of £[90,000] (Ninety Thousand Pounds) (Indexed);

**"Environment Officer Contribution"** means a contribution of £[40,000] (Forty Thousand Pounds) (Indexed);

**"Tern Warden"** means the suitable qualified and experienced tern warden employed or contracted by [North Wales Wildlife Trust] to [*monitor the tern population in the Cemlyn Lagoon throughout the Construction Period of the Wylfa Newydd DCO Project*].

#### **1. Environment Enhancement Fund**

1.1 The Developer will set up the Environmental Enhancement Fund which shall be open to applications from Implementation until the end of the Construction Period.

1.2 The Parties agree that [relevant nature conservation bodies and landowners] 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 proposal;

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 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, 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 for the Environmental Enhancement Fund in consultation with Natural Resources Wales.
- 1.5 The Developer will not be required to consider applications to the Environmental Enhancement Fund received after the end of the Construction Period.
- 2. **Environment (Cemlyn Lagoon) Fund**
- 2.1 The Developer will 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 demonstrate its 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 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 for the Environmental Enhancement Fund in consultation with Natural Resources Wales.

2.5 The Developer will not be required 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 be paid by the Developer to the Council for onward Payment to the North Wales Wildlife Trust (subject to Clause [7]) prior to Implementation and the Developer agrees 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 be paid by the Developer to the Council as follows:

4.1.1 the first payment will be paid prior to Implementation;

4.1.2 subsequent payments will 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.

4.2 The Council undertakes to 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 work with the Developer's Ecological Clerk of Works.

### **5. Cestyll Garden Payment**

5.1 [Principles:

5.1.1 If the Developer owns Cestyll Garden, it will develop and thereafter implement a conservation management plan by Implementation.

5.1.2 If the Developer does not own Cestyll Garden, it will use reasonable endeavours to work with the landowner to develop and implement a conservation management plan by the first anniversary of Implementation, and will fund that up to a maximum of £750,000 (Indexed).

5.1.3 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 a financial contribution of

£750,000 (Indexed) to the Council, for spending in consultation with Cadw, on enhancing other heritage assets in the vicinity of the WNDA.

5.1.4 The conservation management plan will:

- (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.
- (d) require and establish improvements to public access of Cestyll Garden.

## **6. Heritage Interpretation Board Contribution**

- 6.1 The Heritage Interpretation Board Contribution will be paid by the Developer 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.
- 6.2 The Council will 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 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 be paid by the Developer to the Council for onward payment to National Trust prior to Implementation and the Developer covenants that it will not Implement the Wylfa Newydd DCO Project until this contribution has been paid.
- 7.2 The Council will 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**"), the Developer will meet the owner of properties' reasonable costs of making repairs.<sup>42</sup>

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<sup>42</sup> **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 be allocated in accordance with [Schedule 115.2];

**"Eligible (Community Fund) Applicants"** means the categories of applicant set out in Annex 1 to [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] Eligible (*Community Fund*) Project should be construed accordingly;

### **1. Community Fund**

1.1 The Community Fund will be paid by the Developer to the Council as follows:

- 1.1.1 a payment of £200,000 (Indexed) prior to Implementation
- 1.1.2 a payment of £300,000 (Indexed) on the first anniversary of Implementation
- 1.1.3 a payment of £500,000 (Indexed) on the second anniversary of Implementation
- 1.1.4 a payment of £500,000 (Indexed) on the third anniversary of Implementation
- 1.1.5 a payment of £750,000 (Indexed) on the fourth anniversary of Implementation
- 1.1.6 a payment of £750,000 (Indexed) on the fifth anniversary of Implementation
- 1.1.7 a payment of £400,000 (Indexed) on the sixth anniversary of Implementation
- 1.1.8 a payment of £300,000 (Indexed) on the seventh anniversary of Implementation
- 1.1.9 a payment of £200,000 (Indexed) on the eighth anniversary of Implementation
- 1.1.10 a payment of £100,000 (Indexed) on the ninth anniversary of Implementation

and the Developer covenants that it will 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 environment 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:

2.2.1 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.

2.2.2 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.

2.3 The Parties agree that the Community Fund will 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 17 paragraph 1.2.

2.5 The Parties agree that:

2.5.1 [50%] of the Community Fund will be ringfenced for Eligible (Community Fund) Applicants from, or Eligible (Community Fund) Projects relating to, Tregele and Cemaes (but for clarity this does not prevent a higher proportion of the Community Fund being allocated to such applicants or projects).

2.5.2 An additional [25]% of the Community Fund will be ringfenced for Eligible (Community Fund) Applicants from, or Eligible (Community Fund) Projects located on Anglesey (but for clarity this does not prevent a higher proportion of the Community Fund being allocated to such applicants or projects).

2.5.3 The residual [25]% of the Community Fund will be available for Eligible (Community Fund) Applicants from, or Eligible (Community Fund) Projects located within the KSA.

## **3. Reporting**

3.1 The Council will 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)	Applicants which are registered charities or other 'social purpose' organisations	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 would check that the support requested was for charitable outcomes as defined by the Charity Commission.
(b)	Applicant organisations which have clear goals	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 should check for evidence of 'mission drift' (i.e. devising projects solely to match the funding priorities).
(c)	Applicant organisations which can articulate why the organisation does what it does	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.
(d)	Applicant organisations which have a track record	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.
(e)	Applicant organisations with strong trustees and management	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.

(f)	Applicant organisations with strong governance and financial health	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 should ask whether they need additional funding. If it has very low reserves the WNMPOP should ask whether it is a viable organisation capable of delivering the funded work and/or generating new income from other sources. The WNMPOP should seek to see if the organisation has an appropriate and sustainable mix of income.
(g)	Applicant organisations which can demonstrate value for money	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 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.

## **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 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 maintain 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) other matters as agreed by 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) individuals;
  - (c) corporate sponsorship;
  - (d) activities that have taken place before the WNMPOP 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**

2.1 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. 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 Tregele<sup>43</sup>; 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].

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<sup>43</sup> **CC Drafting note:** Purposes to be discussed with IACC.

## **SCHEDULE 14**

### **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];

**"Community Involvement Officer Contribution"** means a contribution of £[80,000] (Eighty Thousand Pounds) (Indexed);

#### **1. Community Involvement Officers**

1.1 The Community Involvement Officer Contribution will be paid by the Developer to the Council as follows:

1.1.1 the first payment will be paid prior to Implementation;

1.1.2 subsequent payments will 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.

1.2 The Council undertakes to 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 deliver a Community Impact Joint Work Plan which will set out how the Community Involvement Officers will deliver the following actions:

1.3.1 [Manage/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].

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 matters which may be agreed with the Developer from time to time.
- 1.4 The Developer undertakes to 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 Community Impact Joint Work Plan.
  - 1.5 The Parties will use reasonable endeavours to finalise the Community Impact Joint Work Plan prior to Implementation.
  - 1.6 The Developer undertakes to employ a Community Involvement Officer for the duration of the Operational Period (unless otherwise agreed).
  - 1.7 The Parties agree that that the roles and responsibilities of the Community Involvement Officers may be updated and amended by the Parties from time to time to respond to the demands of the Wylfa Newydd DCO Project.

## **SCHEDULE 15**

### **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];

**"SPC Environmental Contribution"** means a sum of £57,000 (Fifty Seven Thousand Pounds) (Indexed) for mitigating noise, air quality and vibration impacts of the Development as described in [Schedule 15];

**"SPC Environmental Officer"** means an officer employed by the Council to monitor noise, vibration and air quality emissions in accordance with [Schedule 15];

**"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];

**"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 a 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];

**"SPC PRoW Contribution"** means a sum of £40,000 (Forty Thousand Pounds) (Indexed) to be allocated in accordance with [Schedule 15];

**"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];

**"SPC Tourism Contribution"** means a sum of £125,000 (One Hundred and Twenty-Five Thousand Pounds) (Indexed) to mitigate impacts on tourism caused by the Development and promote and develop tourism on Anglesey in accordance with [Schedule 15];

**"SPC Tourism Development Officer"** means a 0.5 FTE (full time equivalent) officer employed by the Council in accordance with [Schedule 15];

**"SPC Welsh Language Contribution"** means a sum of £66,000 (Sixty-Six Thousand Pounds) (Indexed) to mitigate the impacts on Welsh language caused by the Development and support and enhance Welsh language in accordance with [Schedule 15];

## **1. LOCAL FACILITIES AND SERVICES**

### **1.1 SPC Local Facilities and Services Contribution**

- 1.1.1 The SPC Local Facilities and Services Contribution will be paid by the Developer to the Council upon Commencement and the Developer covenants not to Commence the Development until this contribution has been paid.
- 1.1.2 The Council covenants and undertakes to the Developer that it will 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.
- 1.1.3 The Council covenants and undertakes to the Developer that it will 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 1.3 of this Schedule) within three months of Commencement.

### **1.2 Application of SPC Local Facilities and Services Contribution**

- 1.2.1 Subject to paragraph 1.2.2 the Council covenants that it will 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 1.3 of this Schedule.
- 1.2.2 It is agreed between the Parties that the Council can utilise the SPC Local Facilities and Services Contribution towards alternative locations to those specified in paragraph 1.2.1 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 1.3 of this Schedule.
- 1.2.3 Any alternative location provided pursuant to paragraph 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 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 1 and 1.2 of this Schedule will 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 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 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 until this contribution has been paid to the Council.
- 2.1.2 The SPC Tourism Contribution will be applied by the Council to:
- (a) employ a SPC Tourism Officer to facilitate and monitor the matters in paragraphs 2.1.2(b) and (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 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 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 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) 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) 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 not Commence or further implement the Development until this contribution has been paid.
- 4.1.2 The Council covenants with the Developer that it will 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) 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 from Commencement require its lead contractor(s) for the SPC Works for to nominate a Welsh Language Relationship Manager and will notify the name and contact details of this person to the Council.
- 4.2.2 The role of the Welsh Language Relationship Manager will 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 prior to Commencement and the Developer covenants that it will



not Commence or further implement the Development until this contribution has been paid.

5.1.2 The Council will 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 The Economic Development Officer(s) will 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; and/or
- (b) work with the Developer in engaging the STEM Gogledd Project with the Development; 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; 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 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 until this contribution has been paid.

6.1.2 The Council covenants with the Developer that it will 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

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.

## 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 not Commence or further implement the Development 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].

## **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 not Commence or further implement the Development until this contribution has been paid.

8.1.2 The Council will 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) 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 not Commence the Development until this contribution has been paid.

### **9.2 Application of SPC PRow Contribution**

9.2.1 The Council undertakes that it will 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 Development 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) above.

## **SCHEDULE 16**

### **SERVICE LEVEL CONTRIBUTION, MONITORING AND REPORTING**

**"Implementation and Monitoring (Construction) Contribution"** means a contribution of £[60,000 (Sixty Thousand Pounds)];

**"Implementation and Monitoring (Operational) Contribution"** means a sum of £[40,000 (Forty Thousand Pounds)];

**"Service Level Contribution"** means a sum of £[500,000 (Five Hundred Thousand Pounds)];

#### **1. Service Level Contribution**

1.1 The Service Level Contribution will be paid by the Developer to the Council as follows:

1.1.1 the first payment of the Service Level Contribution will be paid prior to Implementation;

1.1.2 the subsequent payments will 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.

1.2 The Council will apply the Service Level Contribution towards the Council's cost of running the [Programme Office<sup>44</sup>].

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 from [Commencement] until the end of the Operational Period publicly report annually 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*]

2.1.2 the Developer covenants and undertakes that it will from [Commencement] until the end of the Operational Period report to the Council annually on:

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<sup>44</sup> **CC Drafting Note:** To be discussed and agreed with IACC.

- (a) Key project milestones and activities, and anticipated project milestones and activities forthcoming in the subsequent year; and
- (b) Key mitigation delivered in kind by the Developer; and
- (c) [*Other matters to be discussed with IACC*]

2.1.3 The Developer covenants and undertakes that it will from [Commencement] until the end of Construction Period publish for the benefit of the local community a quarterly construction lookahead which describes:

- (a) upcoming construction activities;
- (b) the general location of those activities;
- (c) any upcoming key milestones;
- (d) any Developer led upcoming events related to the Wylfa Newydd DCO Project;
- (e) 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 will be paid by the Developer to the Council as follows:

- 3.1.1 the first payment will be paid prior to Implementation;
- 3.1.2 the subsequent payments will be paid annually on the anniversary of Implementation,

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

3.2 The Council will 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.

- 4.2 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 Period.

## SCHEDULE 17 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:

1.1.1 as soon as reasonably practicable upon receipt to pay such sums and amounts into a separately identified interest-bearing section of the Council's accounts (unless the Council and Developer agree otherwise), such accounts bearing a reasonable rate of interest on deposits and from which the relevant contribution together with its accrued interest can 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 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 contained in this Deed otherwise than for the purposes for which they are paid PROVIDED THAT for the avoidance of doubt the Council will be entitled to treat any accrued interest or any interest payable under Clause [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 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, or internally evidenced as evidenced in writing and signed off by the appropriate financial director within the Council) for the said purpose within [ten] years from the date the sum was paid or in respect of the Contingency Funds and the Community Fund the date on which those Funds closes specified in this Deed and unless the Council and the Developer agree otherwise, the Council covenants 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] above.

- 1.3 In respect of sums paid to third parties under this Deed the Council is required to seek for return of any funds not allocated or spent by such third party in accordance with paragraph 1.2 and must include wording to permit 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

.....

[Signature of Witness]

[Name of Witness]

[Address of Witness]

[Occupation of Witness]