

HORIZON

NUCLEAR POWER



Wylfa Newydd Project

Horizon's Response to the IACC's Deadline 4 Submission

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Examination Deadline 5

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Infrastructure Planning (Applications: Prescribed Forms and Procedure) Regulations 2009

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1 Horizon's response to IACC's Deadline 4 Submissions

1.1 Introduction

1.1.1 This report provides Horizon's response to the Post-hearing submissions submitted by the Isle of Anglesey County Council ("IACC") at Deadline 4 (17 January 2019) [REP4-034]. Horizon has endeavoured to respond to the key matters raised in this submission; however, where Horizon has not responded to a particular point or issue raised by IACC, this should not necessarily be taken as agreement with that point.

1.1.2 This report sets out Horizon's response to the following appendices within the submission:

- Section 2 which addresses IACC's comments on the Draft DCO and draft s.106 agreement as set out in its written submission of Oral Case from the second DCO ISH held 9 January 2019.
- Section 3 which responds to comments raised in Appendix B and C in respect of worker accommodation and housing.
- Section 4 which response to IACC's post hearing note on IACC's views on the list of Reasonably foreseeable future projects which have the potential to generate cumulative effects.

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2 Response to IACC'S written summary of oral submission from the second DCO ISH (Appendix A)

2.1.1 This section sets out Horizon's response to the points raised by IACC in Appendix A of its Deadline 4 (17 January 2019) submission. It is divided into two parts: dDCO and Draft DCO s.106 agreement.

2.2 Horizon's response to IACC's Deadline 4 (17 January 2019) Position on the dDCO

Table 2-1 Horizon's response to IACC's Deadline 4 (17 January 2019) Position on the dDCO

Second Issue Specific Hearing on the DCO (9 January 2019)		
Issue	IACC's position (Deadline 4 (17 January 2019))	Horizon's Response (Deadline 5 (12 February 2019))
Article 2: Definitions of "commence"	<ul style="list-style-type: none"> Definition of "commence" does not work for SPC Requirements Erection of temporary buildings should not be excluded from "commencement" on greenfield sites 	<p>In the Deadline 5 (12 February 2019) update of the Draft DCO (Revision 3.0), Horizon has updated the definition of "commence" to remove reference to Work No.12.</p> <p>Horizon maintains its position from the second DCO ISH (9 January 2019) that the erection of temporary buildings should be excluded from the definition of "commencement" as these works are required for site mobilisation (such as housing equipment and materials) and in any event, any temporary buildings erected under (j) are limited by the requirement that they must relate to "any of the works listed above" within the (a) to (i) of the definition.</p>
Article 2: Definitions of "maintain"	<ul style="list-style-type: none"> Concerned about the breadth of the definition and whether all maintenance works included in such a wide definition have been properly taken into account 	<p>Horizon considers that the definition of "maintain" is appropriate in its current form and aligns with other granted DCOs and Advice Note 15.</p>

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	<p>when assessing the environmental impact. The addition of the tailpiece about materially new or different environmental effects does not address this.</p> <ul style="list-style-type: none"> IACC's suggested alternative drafting: "maintain" includes inspect, repair, adjust, alter, improve, landscape, preserve, remove, reconstruct, refurbish, or replace any part of the authorised development, provided such works do not give rise to any materially new or materially different environmental effects to those identified in the Environmental Statement, or vary the authorised development as described in Schedule 1 (Authorised development), and any derivative of "maintain" must be construed accordingly and subject to the following: <p>For Work Nos [1 and 4] maintain shall also include the relaying, extending or enlarging of any part of those Works; and</p> <p>Where Works are of a temporary nature and decommissioning or restoration of such Works has begun, no works shall be carried out as maintenance which are not required for the purposes of carrying out decommissioning or restoration.</p>	<p>As a general comment, Horizon would like to reiterate that the definition of "maintain" is a standard definition in granted DCOs and is necessary to ensure that the NSIP (including the associated development) as granted can be properly maintained by Horizon for the duration of its operation without the need to obtain multiple approvals or amendments to the DCO. In preparing the definition, Horizon took into account the guidance in Advice Note 15, precedent DCOs for NSIPs of similar scale and ensured that sufficient limitations were included to ensure that the scope of works were adequately controlled.</p> <p>In its Deadline 4 (17 January 2019) submission [REP4-043], IACC provided some proposed amendments to the definition of "maintain", namely:</p> <ul style="list-style-type: none"> a restriction of "relaying, extending or enlarging" to works within the WNDA; and a clarification that where a temporary work is being decommissioned or restored, Horizon cannot undertake any works in respect of it as "maintenance". <p>Restriction to the WNDA</p> <p>The restriction of "relaying, extending and</p>

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		<p>enlarging" to the WNDA ignores the fact that these types of maintenance works may be required on associated development sites during their operational period. The example used by Counsel at the second dDCO ISH [REP-004] demonstrates this point; there may be a point at which Horizon may need to enlarge or extend structures at the Dalar Hir Site (i.e. bus canopies or the terminal building) because the existing structure is no longer fit for purpose. The only other alternatives under the definition would be to remove and reconstruct the entire structure.</p> <p>In any event, a restriction is not necessary because any extension or enlargement is already restricted by the parameters for that building or structure specified in Schedule 3 of the dDCO and the fact that such works cannot result in materially new or materially different environmental effects.</p> <p>For example, under Schedule 3 the bus terminal building has maximum parameters of 30mx13mx5m which has been assessed as the worst case. These are the maximum parameters that Horizon would have permission to build out to and so if Horizon built a smaller building (say, 25mx10mx5m) it should have every right to extend it to the full extent of the parameters provided no</p>

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		<p>new effects arose.</p> <p>Maintenance of decommissioned or restored works</p> <p>Horizon also considers that the proposed clarification that any temporary work that has been decommissioned or restored does not have the benefit of "maintenance works" is not necessary.</p> <p>First, it does not acknowledge that some temporary works, such as the Site Campus and Dalar Hir, will be decommissioned in phases. The proposed amendments would therefore prevent maintenance on the occupied accommodation blocks based on the fact that decommissioning works had commenced on other parts of the Site Campus.</p> <p>Secondly, there is no reason for this limitation as where works are to be decommissioning in their entirety, such as the Logistics Centre, the works will no longer be in operation and therefore do not need to be maintained</p>
<p>Article 2: Definitions of "discharging authority"</p>	<ul style="list-style-type: none"> IACC's normal area of responsibility between mean low water and mean high water springs should not be removed from the definition of "discharging authority". 	<p>As noted at the second DCO ISH, NRW was suggested by Horizon as the discharging authority for the marine and intertidal area (between MHWS and LHWS) on the basis that the Marine Licence applied up to the MHWS and to ensure there is alignment</p>

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		<p>between NRW and IACC on the identified inter-tidal area to avoid a scenario where two discharging authorities impose conflicting requirements.</p> <p>Horizon is awaiting further comments from NRW, IACC and the Welsh Government for proposed amendments on how the DCO could be amended to address this overlap (as requested by the Examining Authority).</p>
Article 10: Defence to statutory nuisance	<ul style="list-style-type: none"> Not appropriate that the defence to statutory nuisance created under section 158 extends to matters covered by the COCP given the lack of detail and specificity within the COCPs. 	<p>Horizon does not agree with IACC's position.</p> <p>As set out at the second DCO ISH [REP4-004] (and in Horizon's response to IACC at Deadline 3 (18 December 2018) [REP3-019]), Horizon's position on article 10 is as follows:</p> <ul style="list-style-type: none"> Section 158 of the Planning Act 2008 that confers this statutory authority for a development and provides the defence to statutory nuisance, unless "any contrary provision made in any particular case by an order granting development consent". Article 10 therefore limits the statutory defence to where Horizon is acting in accordance with: <ul style="list-style-type: none"> A notice served under sections 60 or 61 of the Control of Pollution Act 1974; or

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		<ul style="list-style-type: none"> • The measures within the Codes of Construction Practice;or • An Environmental Permit. <ul style="list-style-type: none"> • The approach of incorporating defence provisions where an undertaker is complying with an approved document or plan is also included in other granted DCOs, including the Richborough Connection Project (Construction Environmental Management Plan), River Humber Gas Pipeline and Swansea Bay Tidal Lagoon Orders. • As noted below, since the DCO ISH Horizon has been liaising with IACC and other stakeholders to either include additional measures within the control documents or secure this detail through schemes which will be submitted for the approval of the discharging authority post-grant of the DCO.
<p>Article 74: Operational land for purposes of the 1990 Act</p>	<ul style="list-style-type: none"> • Not appropriate that the permitted development rights granted to electricity generators are available to Horizon outside of the main site. The associated development sites are not being used for the purposes of electricity generation and the majority of the permitted developments accruing to Class G of the GDPO 1995 are designed to allow the proper carrying out of electricity undertakings, not the 	<p>Horizon disagrees with IACC's position.</p> <p>As set out at the second DCO ISH [REP4-004], Horizon's position on article 74 is as follows:</p> <ul style="list-style-type: none"> • Electricity and harbour undertakers have been granted permitted development rights by Parliament under the Town and Country Planning General Permitted Development order 1995/418.

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	<p>operation of park and ride, logistics centres and highway construction.</p>	<ul style="list-style-type: none"> • There is no reason why Horizon should not be in the same position as any other statutory undertakers that has been granted a specific planning permission but still has the benefit of the permitted development rights for operational land under section 264 of the Town and Country Planning Act 1990. • This article is a standard provision in granted DCOs. • Further, any future permitted development rights would be subject to the usual restrictions, that is any works which fell within the definition of "EIA development" under the 2009 EIA Regulations (and therefore require an EIA) would not be eligible as permitted development rights.
<p>Article 79: Procedure in relation to certain approvals etc. and Schedule 19: Procedure for approvals, consents and appeals</p>	<ul style="list-style-type: none"> • The periods for determination set out in Schedule 19 are too short. • Objects to the deemed approval process set out in Schedule 19 • Fees set out for the work in discharging requirements are too low. 	<p>Horizon maintains its position as stated at the second DCO ISH (9 January 2019). It does not accept IACC's previous request for a 12 week approval process as this does not reflect the nature of the applications that will be discharged and is far too long for an NSIP.</p> <p>Timeframes and Fees</p> <p>IACC noted that the fees and timeframes were not appropriate for a nuclear project; however, the fees and timeframes within Schedule 19 have been based</p>

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		<p>on the Hinkley Nuclear DCO which also adopts a 5 or 8 week timeframe (depending on the type of requirement) and sets out fees in accordance with the Town and Country Planning Act Fee Regulations (although Horizon's fees are based on the latest regulations applicable to Wales). The timeframes for major detailed requirements are also more generous than those identified in Appendix 1 of PINS Advice Note 15 (which prescribes 6 weeks).</p> <p>As noted at the second DCO ISH (9 January 2019) Horizon is also committing to providing a service level contribution under the draft section 106 agreement to IACC to assist in the discharge of any applications¹ and has also committed to providing IACC with a rolling schedule of forthcoming applications so that it can ensure it is resourced appropriately (in response to IACC's request in its Written Representation for a phasing plan).</p> <p>At Deadline 5 (12 February 2019), Horizon will make the following amendments to Schedule 19:</p> <ul style="list-style-type: none"> • An amendment to enable the fees to increase over time in line with amendments to the regulations.

(1) Refer to the revised Draft DCO s.106 agreement issued to IACC on 23 January 2019; Schedule 16(1))

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		<ul style="list-style-type: none"> An amendment to include more requirements within the definition of "major detailed requirements" that are subject to the 8 week time period for determination (rather than the 5 week determination period). An amendment to commit Horizon to providing a six month rolling schedule during construction to IACC of all anticipated applications to be submitted. <p>Deemed approval</p> <p>As noted at the DCO ISH (9 January 2019), Horizon has agreed to replace the deemed approval provision with an additional appeal right. This will be reflected in the Deadline 5 (12 February 2019) update to the dDCO (Revision 3.0).</p>
Schedule 1	<ul style="list-style-type: none"> Associated development item p) is too broad and there's lack of case made for its necessity. IACC suggest this item to be deleted. There may be a compromised position between full deletion and the currently very wide drafting. The word "expedient" should not be included as it introduces considerable doubt to the meaning of this provision. If it is decided that item p) should be included, it should be limited to the main site. 	<p>Horizon does not agree with IACC's position.</p> <p>While Horizon has sought to provide certainty of what would be undertaken as other associated development under (a) to (o), it is entirely conceivable that it cannot identify every single work that will be required during the construction, operation and maintenance of a large, and extremely complex infrastructure project. To require Horizon to be confined to a defined list of "other associated development" would only result in Horizon being likely to have to seek post-grant changes through the</p>

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		<p>statutory process for a work that may be extremely minor in nature but just wasn't anticipated at the DCO grant.</p> <p>To avoid these delays and costs, item (p) was included to enable Horizon to "future proof" its list of works provided that the works do not give rise to any materially new, or materially different, environmental effects from those assessed in the Environmental Statement. This is an important qualification, and given the criminal liability for a breach of a DCO, Horizon will be very careful to ensure that any works under item (p) were within the scope of the Environmental Statement.</p> <p>In addition to this limitation, any works under item (p) would be subject to the controls within the articles and Requirements in Schedule 3.</p> <p>Horizon also notes that the use of this type of catch-all work is standard in other granted DCOs which is reflective of the complex and difficult nature of NSIPs compared to other types of development where the works can be more concretely defined.</p> <p>In the Deadline 5 (12 February 2019) update of the dDCO (Revision 3.0), Horizon has sought to provide some comfort to IACC (as outlined in Appendix 2 of REP2-375) to clarify that item (p) will not apply to any temporary work (i.e. Dalar Hir) which is being decommissioned and restored.</p>

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COCPs	<ul style="list-style-type: none"> COCPs lack necessary details, they should not be approved and certified under the DCO in their current form. 	<p>Following the second DCO ISH, Horizon met with IACC to discuss the control documents and the updated control documents to be submitted at Deadline 5 (12 February 2019) include additional controls and details requested by IACC.</p> <p>For detail in the CoCPs that could not be agreed with stakeholders, Horizon has agreed to include additional schemes that will require details to be submitted to the discharging authority for approval post-grant of the DCO. These include:</p> <ul style="list-style-type: none"> An Abnormal Indivisible Load Management Scheme An Traffic Incident Management Scheme An Overarching Construction Drainage Scheme for the WNDA An Overarching Construction Lighting Scheme for the WNDA An Archaeological Heritage Mitigation Scheme An Operational Lighting Scheme for the WNDA and the Off-Site Power Station Facilities) A Protest Management Scheme Construction Lighting Schemes for each the Associated Development sites <p>Horizon considers that with contentious matters being dealt with through additional schemes under</p>

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Issue	IACC's position (Deadline 4 (17 January 2019))	Horizon's Response (Deadline 5 (12 February 2019))
		the requirements and the additional detail being inserted into the updated CoCPs at Deadline 5 (12 February 2019), the CoCPs contain the necessary detail and therefore should be approved and certified under the DCO in their current form.
Requirements	<ul style="list-style-type: none"> The wording of the requirements which require "submission" of items rather than "approval" is unsuitable. There is nothing that would prohibit works starting when the document is submitted but not approved. 	<p>As noted at the second DCO ISH, this was not the intention of the amendment at Deadline 2 (4 December 2018). The intention had been to make it clear that IACC had the discretion to decline or approve the submitted documents, as the previous drafting appeared to fetter this discretion. The requirements still prohibited works commencing without approved plans as they required construction to be undertaken in accordance with approved schemes.</p> <p>However, Horizon has amended the requirements in the Deadline 5 (12 February 2019) update of the dDCO (Revision 4.0) so that it is clear documents will be submitted to and approved by the discharging authority.</p>
Article 5: Effect of the Order on the site preparation permission	<ul style="list-style-type: none"> IACC not content with the operation of Article 5 There is no definition of site preparation and clearance and it is not stated that undertaking Work 12 will constitute commencement. For the purposes of identifying what requirements apply and whether 	Due to the call in by the Welsh Government, Horizon notified IACC on 5 February 2019 that it wished to withdraw its application for SPC planning permission. Given this, IACC's concerns regarding the

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	<p>any work is authorised, it is not clear what works of site clearance and preparation on the main site would constitute development. It would make the carrying out of the role of the enforcement authority very difficult in practice and create uncertainty for all parties.</p> <ul style="list-style-type: none"> • Works set out under Work 12 are not aligned with the SPC as set out in the TCPA. 	<p>differences between the work packages is no longer relevant.</p> <p>However, to provide for the situation where Horizon may, in future, wish to reapply for planning permission, article 5 of the dDCO has been retained. In the Deadline 5 (12 February 2019) update to the dDCO (Revision 4.0), Horizon has:</p> <ul style="list-style-type: none"> • Amended the definition of "SPC permission" to refer to any future planning permission granted for site preparation works. • Deleted Schedule 4 (Deemed Approval and Compliance) as there is no longer any conditions to be deemed approved or complied with for the purposes of the SPC requirements. • Amended article 5 to provide that, where any works are consented and implemented under a planning permission, upon switching to Work No.12 the determination of whether documents, plans and works etc. under the SPC permission will be deemed approved for the purposes of Work No.12 will be agreed between IACC and Horizon. <p>As noted above, Horizon will amend the definition of "commence" at Deadline 5 (12 February 2019) to remove reference to Work No.12 so that</p>

Second Issue Specific Hearing on the DCO (9 January 2019)		
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		<p>commencement of that work will be commencement under the DCO.</p> <p>Horizon welcomes IACC's comments on the proposed amendments as these have only been discussed informally with IACC's counsel to date.</p>
Protective Provisions	<ul style="list-style-type: none"> IACC notes that discussion of protective provisions for the protection of the Council as Highway Authority is ongoing with Horizon and may be able to address many of the concerns with the Highways provisions of the DCO which were set out in the written representation. 	<p>Horizon circulated draft protective provisions relating to highways to IACC on Wednesday 30 January 2019. Horizon expects that these draft protective provisions will address much of IACC's concerns, including in respect of the powers of compulsory acquisition Horizon is seeking in respect of the highways land.</p> <p>Horizon is confident that it can work with IACC over the coming month to finalise suitable protective provisions and reach an agreed position, to the extent possible, in advance of the March hearings.</p>

2.3 Response to IACC's comments on the draft section 106 agreement (Appendix A)

Overview of Section 106 updates (January 2019)

- 2.3.2 The IACC Deadline 4 (17 January 2019) statement and specifically the post hearing note on the s.106 Issue Specific Hearing is responded to in the table below.
- 2.3.3 However, Horizon notes that on 23 January 2019 it issued a substantially updated s106 agreement to IACC (and other stakeholders). A series of productive calls on the revised draft have been held. By way of brief overview, the amended draft s106 makes a significant number of revised commitments as summarised below.
- 2.3.4 In terms of the quantum, the financial commitments under the draft s106 agreement now exceed £78 million, with Horizon's in kind costs for delivering its obligations under the agreement exceeding £43m, and an additional c.£60m allocated to road improvements on the A5025. The total s106 and road package is therefore exceeding £181 million pounds. Horizon considers this is a very robust mitigation package, which is in compliance with the CIL Regulations.

Updates to Schedule 1 (Welsh language)

- 2.3.5 Commitments are made to developing the Welsh Language competency framework with reference to both the IACC existing Welsh speaker's guide and the Welsh government's diagnostic tool.
- 2.3.6 Full details on the scope and expenditure of the Welsh Language Education Contribution (for Welsh Language immersion) have been set out, and a new contingency fund proposed which would be released if set teacher/pupil ratios in immersion centres are exceeded.
- 2.3.7 Committing to an annual evaluation of the impact of the Wylfa Newydd DCO Project on the Welsh language in the KSA with IACC, in consultation with the Welsh Government
- 2.3.8 The Welsh Language Engagement Group is constituted in this schedule.

Schedule 2 (Leisure Facilities)

- 2.3.9 No material updates to Schedule 2 (Leisure Facilities).

Updates to Schedule 3 (Tourism)

- 2.3.10 A commitment to delivering the multi million pound visitor centre early in the construction programme is given.
- 2.3.11 It is agreed that there should be development of a Tourism Action Plan, to guide the spending of the tourism contributions. This can include expenditure on matters sought in the LIR for example of product development tourism.
- 2.3.12 The committed annual tourism contributions have been increased, and the contingency fund accordingly removed.

Updates to Schedule 4 (Jobs and Skills)

- 2.3.13 Horizon has accepted that IACC and other stakeholders are unlikely to agree the Jobs and Skills Implementation Plan and the Supply Chain Action Plan prior to signing the agreement. As such, both of these plans have been agreed to be for subsequent development, based on the framework set out in the agreement.
- 2.3.14 To remove the discretion around the allocation of the Skills fund, this has been changed to an annual jobs and skills contribution. It will be used to fund programmes to get unemployed people back to work and to fund specialised training providers including Grwp Llandrillo Menai for skills training.
- 2.3.15 A remedial process has been developed, which would commence if key performance indicators are not being met. This may include the release of a new £2 million jobs and skills contingency fund.
- 2.3.16 The Jobs and Skills Engagement Group is constituted in this schedule.
- 2.3.17 Apprenticeship targets have been specifically included.

Updates to Schedule 5 (Accommodation)

- 2.3.18 An occupancy target for the Site Campus has been agreed at 85%. This reflects the IACC (and Welsh Government) position. The changes and commitments to the delivery of the site campus in the Phasing Strategy must also be considered alongside this schedule.
- 2.3.19 Detailed allocation of the Accommodation Capacity Engagement Contribution as between the types of interventions has been proposed (i.e. new built, latent accommodation, minor grants) and geographical targets for delivery of new units proposed. This provides certainty as to how the contribution can deliver additional bed spaces.
- 2.3.20 In addition, an annual programme of works is proposed to measure progress. A remedial process has been developed, which would commence if key performance indicators are not being met.
- 2.3.21 The accommodation contingency fund has been increased to £5 million and triggers for its release have been proposed.
- 2.3.22 The WAMS Oversight Board is constituted in this schedule.

Updates to Schedule 6 (Education)

Schedule 1 – Welsh Language

- 2.3.23 It is agreed in response to IACC's position that there can be development of an Education Strategy, to guide the spending of the education contribution.
- 2.3.24 The education contingency fund has been reduced to reflect the specific contingency now allocated to Welsh language immersion education. However, specific triggers for release of the education contingency fund remain, as well as giving the Council sole discretion to utilise it on other identified matters.

Updates to Schedule 7 (Transport)

- 2.3.25 Contingency funding has been removed and instead an annual additional mitigation contribution (of equivalent value) is included, and paid directly to IACC, and to IACC for onwards payment to Welsh Government.
- 2.3.26 Significant additional commitments to traffic monitoring and targets which can guide the release of the additional mitigation contribution targets are provided in the updated Wylfa Newydd COCP submitted at Deadline 5 (12 February 2019).
- 2.3.27 Numerous other commitments have been included such as funding road surveys and initial/final repairs, and funding a road safety campaign.
- 2.3.28 The Transport Engagement Group will be constituted in this schedule.

Updates to Schedule 8 (Health)

- 2.3.29 Ongoing discussion with BCUHB have been very positive and Horizon and BCUHB are close to agreeing the schedule.
- 2.3.30 The Health and Wellbeing Engagement Group is constituted in this schedule.
- 2.3.31 The draft scope of onsite health services is secured as annex 1 to the schedule.

Updates to Schedule 9 (Emergency services)

- 2.3.32 Specific funding contributions have now been included for each of the Police, Ambulance and Fire and Rescue services. These are based on robust examination of additional demand, the scope of onsite services provided, and funding obligations.
- 2.3.33 The Emergency Services Engagement Group is constituted in this schedule.
- 2.3.34 The draft scope of the onsite fire services to be provided by Horizon is secured as annex 1 to the schedule

Schedule 10 (Construction Noise Mitigation)

- 2.3.35 No material updates to Schedule 10 (Construction Noise Mitigation).

Updates to Schedule 11 (Environment and Heritage)

- 2.3.36 The environment officer contribution has been increased to a full time role, reflecting the IACC's LIR.
- 2.3.37 The tern warden payment has been increased in response to NWWT's submission at the January issue specific hearing, and in its Deadline 4 (17 January 2019) document.
- 2.3.38 Alternative proposals for a cascade of obligations to developing a management plan at Cestyll Garden have been proposed, reflecting that Horizon is not going to own the land at the time the agreement is finalised.
- 2.3.39 Additional heritage and repair commitments to Felin Gafnan have been included.

Updates to Schedule 12 (Community Fund)

- 2.3.40 The Community Fund is now proposed to be paid directly to IACC in identified tranches, reflecting the build-up and decrease of workers.
- 2.3.41 The fund is ringfenced: 50% to Tregele/Cemaes, 25% to Anglesey, and 25% within the KSA, respecting the proximity principle.
- 2.3.42 Allocations under the fund are proposed to be made by IACC, in consultation with Gwynedd and Conwy in respect of the 25% available for the KSA and the Police where the proposal may affect public safety (as required by the police).
- 2.3.43 The quantum of the Community Fund is now included, amounting to £4M.

Updates to Schedule 13 (Public Rights of Way)

- 2.3.44 It has subsequently been agreed with IACC that this schedule will be reorganised to form part of the Tourism schedule, recognising the links between Public rights of way and tourism.
- 2.3.45 The scope of expenditure of the Copper Trail payments has been expanded.

Updates to Schedule 14 (Community Involvement Officers)

- 2.3.46 The scope of funding and commitments to Community Involvement Officers (CIOs) have been doubled to seek to move closer to IACC's LIR position (which sought 5 CIOs). This commits to Horizon funding two IACC CIOs and committing to appointing two Horizon CIOs.

Updates to Schedule 15 (Site Preparation and Clearance)

- 2.3.47 Most of the financial commitments in the draft agreed s.106 agreement relating to the Site Preparation and Clearance planning permission have been directly translated into this schedule.
- 2.3.48 Obligations not included are:
- Those where the DCO s.106 agreement already provided for the commitment.
 - Restoration security for the SPC works. This is because if the SPC works (i.e. Work No.12) are undertaken under the DCO here is no consenting risk and the restoration security was only agreed by Horizon in case the SPC works were carried out pursuant to the SPC planning permission and the DCO was not granted. (The obligation for restoration of SPC works undertaken under the DCO remains in DCO requirement SPC13.)

Updates to Schedule 16 (Service level contributions, Monitoring and reporting)

- 2.3.49 The WNMPOP structure has been removed from the agreement (please see the table 2-2 below).

- 2.3.50 A service level contribution is proposed, this comprises a significant annual payment (hundreds of thousands of pounds) to fund IACC's programme office managing the Project.
- 2.3.51 The monitoring and reporting proposals have been expanded to:
- Clarify those matters which the Council will report on.
 - Oblige Horizon to report publicly on its activities including publishing quarterly construction lookaheads. This has been included in response to the feedback at the January hearing that the public wish to be kept informed of activities/upcoming activities on the site.

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Specific comments in respect of the s.106 agreement in the written submissions

Table 2-2 Specific comments in respect of the s.106 agreement in the written submissions

Second Issue Specific Hearing on the DCO (9 January 2019)		
Issue	IACC's position (Deadline 4 (17 January 2019))	Horizon's Response (Deadline 5 (12 February 2019))
Section 106 agreement	IACC noted that the submissions made in its previous submission REP1-018 still stand. The LIR has identified a number of necessary mitigation works and steps. The IACC has been very careful to provide evidence for each of the mitigations which it is seeking and that evidence base is referenced in detail in the LIR. The IACC recognises that some elements are very difficult to cost, for example the community fund is designed to address impacts which are not easily quantifiable in cost terms, and planning judgement has been required to reach the position set out on that.	<p>On 23 January 2019 Horizon issued a substantially updated s106 agreement to IACC (and other stakeholders). This agreement reflected the commitments made in Horizon's response to the LIR in terms of where Horizon had agreed amendments to reflect matters raised in the LIR. In addition, substantive amendments were made following IACC's, Welsh Government's and Gwynedd Council's statements at the January Issue specific hearing. The 23 January draft agreement sets out full funding proposals for all matters referred to in the Draft DCO s.106 agreement including the Community Fund.</p> <p>A series of constructive calls with IACC and its legal representatives has been held and Horizon's view is that positive progress is being made that will enable a signed s.106 agreement to be provided to the Examining Authority by the end of examination.</p>
	The IACC continues to object to the governance arrangements set out for the contingency funds under the section106 (see REP3-042). As an	In light of both IACC's and the Welsh Government's differing but significant

Second Issue Specific Hearing on the DCO (9 January 2019)		
Issue	IACC's position (Deadline 4 (17 January 2019))	Horizon's Response (Deadline 5 (12 February 2019))
	<p>example, under schedule 3 tourism, a sub group is to be set up in accordance with the terms of reference set out in schedule 16 (however, there are no terms of reference currently incorporated within schedule 16). That sub-group will determine if monitoring shows an impact which requires to be address and suggest mitigation for it. That proposal is then considered by the WNMPOP which will decide whether to approve the release of funds and thereby the delivery of any mitigation.</p> <p>The IACC continues to object to the use of the WNMPOP for the approval of the distribution of funds from the contingency funds. The process set out in schedule 16 whereby funds would be released by the WNMPOP includes a number of mays, ifs buts and other caveats, is unnecessarily complicated and introduces considerable doubt as to when and if such funds would ever be made available. The approach suggested removes from the LPA the ability given to it by statute to make the judgements regarding the monies to be paid under the section 106. It puts the payment of funds into the hands of a number of sub-groups and the WNMPOP group. The IACC fully understands the desire of other groups to receive funds set out in the 106 and to have some control of those funds, however, the 2008 Planning Act did not modify section 106 in order to make any other party a required party to</p>	<p>ongoing issues with the governance arrangements in respect of both:</p> <ul style="list-style-type: none"> • The WNMPOP; and • Third party payments/parties to the agreement, <p>Horizon reviewed and restructured the agreement to avoid the need for a WNMPOP. This has been achieved by:</p> <ul style="list-style-type: none"> • Avoiding the use of contingency funds where that was considered acceptable. • Where contingency funds remain, providing specific triggers for release so there is no discretion as to release – thus negating the need for an "independent" body recommending release. <p>In terms of parties to the agreement, Horizon understands it has been agreed with the Welsh Government as well as IACC that the only parties will be Horizon and IACC. This remains reflected in the drafting of the agreement.</p> <p>In terms of third party payments, Horizon has restructured all payments to be paid to IACC, with some identified as needing to be paid onwards to a third party (where a deed of</p>

Second Issue Specific Hearing on the DCO (9 January 2019)		
Issue	IACC's position (Deadline 4 (17 January 2019))	Horizon's Response (Deadline 5 (12 February 2019))
	<p>such deed. The IACC notes, of course, that any party can enter a contract, however, a section 106 is a deed which is expressed in statute to be between the developer and the LPA. That such an agreement is between a developer and an LPA does not mean that IACC cannot agree that it will dispose of funds to other bodies. The channelling of funds through the LPA does however mean that the party with the ability to enforce the agreement as a deed as set out in section 106 has the necessary knowledge and control to know whether or not compliance with the section 106 is being achieved by the developer, and take enforcement actions should it not be.</p> <p>The IACC submits that the complications in the process with the distribution of contingency funding mean that it is destined for a disaster. The IACC will not sign the section 106 with this process for the distribution of contingency funds still in the drafting.</p> <p>The IACC considers that it would be unwise to set up a complex and novel way with mitigation as is set out in this 106. The proposals made greatly increase the risk of legal challenge and therefore they delay to the project would arise should such legal challenge be taken</p> <p>The Council wants to and is happy to be accountable for all funds which are given to it and</p>	<p>covenant must first be entered into between IACC and the third party).</p> <p>However, it is considered that a number of what were the "sub groups" to the WNMPOP perform a valuable role in making recommendations in relation to the targeting of mitigation, including financial payments, or in disseminating information to stakeholders and through the Community Liaison Group to the local community. These have accordingly been retained as "Engagement Groups" as follows:</p> <ul style="list-style-type: none"> • The Welsh Language Engagement Group • The WAMS Oversight Board. (This was already agreed as an entity, and its role has been expanded to cover the previously named Accommodation sub-group's roles – as there is little value in having two groups doing largely similar things). • The Jobs and Skills Engagement Group • The Transport Engagement Group • The Health and Wellbeing Engagement Group • The Emergency Services Engagement Group

Second Issue Specific Hearing on the DCO (9 January 2019)		
Issue	IACC's position (Deadline 4 (17 January 2019))	Horizon's Response (Deadline 5 (12 February 2019))
	would covenant with anybody who would be the recipient of such funds as to how their use would be controlled and monitored and reported upon.	<p>It is proposed that these groups are constituted under this s106 agreement. The draft agreement will also set out who will be invited to participate and the roles and duties of the groups. The groups may also be referred to in DCO documents.</p> <p>Horizon understands this revised approach to governance is welcomed by IACC and agreed by the Welsh Government.</p>
	The IACC notes that the section 106 would require a number of other documents to be finalised before the 106 could be signed. This includes the supply chain action plan and jobs and skills strategy. IACC considers that these documents are some way from being in a fit state to be considered final	<p>While it is disappointing that stakeholders are not content for the Jobs and Skills Implementation Plan (JSIP) and the Supply Chain Action Plan (SCAP) which Horizon thought had been agreed or near agreed prior to the January s.106 issue specific hearing (ISH), to be appended to the s.106, Horizon has accepted that IACC and other stakeholders are unlikely to agree these plans prior to the s.106 being finalised. As such the draft s.106 agreement has been amended to provide a framework for the SCAP and the JSIP, with a post agreement approval mechanism to deliver final plans. The final plans will include key performance indicators, as sought at the ISH.</p>

3 Response on Accommodation & Skills

3.1 Issue Specific Hearing 1: Socio Economics 7th January, 2019

Written Submission of Oral Cases - Agenda item 3: Accommodation

- 3.1.2 IACC makes a number of points about the phasing of the Site Campus. These are addressed in Horizon's response to the Joint Post-Hearing Note on Housing and Accommodation Baseline Figures by IACC, Welsh Government, Gwynedd Council and Conwy County Borough Council.

3.2 Issue Specific Hearing 2: Socio Economics 8th January, 2019

Written Submission of Oral Cases - Agenda item 3a: Jobs, Skills and Supply Chain

- 3.2.2 Horizon has responded previously to many of the points made. Horizon has worked through the Jobs & Skills Working Group (of which IACC is a member) to develop the Jobs & Skills Implementation Plan (JSIP) and has provided as much detail about training requirements as it has – it is not holding anything back. Horizon believes that specific training will be required, and that there are sector-wide skills issues, but that with the information currently available it is difficult to say what project-specific training is required. Nevertheless, Horizon has accepted that the Welsh Government and others are unlikely to agree these plans prior to the s.106 being finalised. As such the draft s.106 agreement has been amended to provide a framework for the JSIP, with a post agreement approval mechanism to agree a final JSIP.

3.3 Joint Post-Hearing Note on Housing and Accommodation Baseline Figures, prepared jointly by Welsh Government, Isle of Anglesey County Council, Gwynedd Council and Conwy Council

- 3.3.1 Horizon notes and welcomes the statements at 1.11 to 1.13 that there is agreement over the fundamental principles of its Workforce Accommodation Strategy, these being:
- i) A Site Campus of 4,000 workers;
 - ii) Up to 3,000 workers being accommodated in the housing and tourism markets;
 - iii) The Gravity Model provides a reasonable estimate of the distribution of those workers; and
 - iv) That mitigation should follow the workers.

- 3.3.2 Horizon notes that i). and ii.) are subject to caveats over phasing/occupancy and the scale of mitigation. These are dealt with in greater detail below.
- 3.3.3 Horizon notes the statement at 1.14 that without mitigation there will be impacts on Anglesey, Gwynedd and Conwy, but does not agree fully. The ES has identified the potential for impacts on North Anglesey if there is no mitigation. Horizon's proposed Housing Fund is intended to provide mitigation for these effects.
- 3.3.4 Horizon's position is that there is uncertainty over supply and that the distribution may differ from that set out in the Gravity Model that could create localised impacts. Horizon also recognises that there are long-lead times with some interventions and that they cannot therefore be delivered immediately on identification of impacts and that there therefore needs to be an element of prior mitigation. Again, the proposed Housing Fund is intended to achieve this.
- 3.3.5 Horizon also notes the position set out in paragraphs 1.15-1.17 and shares the view that more empty homes should be delivered because they make best use of existing stock and can be delivered more quickly and cheaply than new build provision.
- 3.3.6 Horizon therefore believes that the parties should be able to reach agreement on all matters relating to accommodation.
- 3.3.7 Horizon notes the advice from Three Dragons provided to Welsh Government that suitable mitigation could be achieved for £17m. This was included as "Appendix 1: Wylfa Newydd – 'Housing Evidence & Mitigation Costs Report'" of Conwy County Borough Council's Written Representation [REP2-289]. Horizon's total Housing Fund (comprising officer payments, annual payments, and capacity enhancement funding), as provided for in the 23/01/19 draft of the s.106 agreement is now a total of £16.6m.
- 3.3.8 However, Horizon remains concerned at the differences relating to existing capacity and therefore the scale of the mitigation required. At paragraph 1.6 the position paper states that different methodologies have arrived at the same conclusion that:
- "all parties are agreed that at a best case it is unlikely to exceed 10% of turnover and could well be even more limited."
- 3.3.9 Horizon has a number of concerns about this statement as it seeks to bring together a number of mutually inconsistent methodologies and presents very different advice from that which was given to Horizon in advance of submission.
- 3.3.10 WG has put forward two assessments – one by Arc4 and one by Three Dragons.
- 3.3.11 The work WG commissioned from Arc4 (Appendix 5 of Gwynedd's LIR submission [REP2-297]) did not present any evidence to support a specific figure but made clear that 10% was a worst-case scenario and that 50% might also be reasonable. The position of WG's advisers is therefore not aligned with the statement that capacity is "unlikely to exceed 10%".

- 3.3.12 The work commissioned from Three Dragons said that there is no capacity, other than in long-term vacant homes.
- 3.3.13 The work commissioned by IACC in advance of the DCO submission suggested that 880 bed spaces in the PRS could be used on Anglesey alone. The later work commissioned from Cambridge University (Annex 8K to IACC's LIR [REP2-125]) has no methodology at all behind the assertion that capacity is 10%, referring to it simply as an assumption that "might be reasonable".
- 3.3.14 In addition, there are significant differences between the two reports that do cite 10% - the key issue being that they refer to 10% of different things. The Cambridge University document assumed 10% of sales and lettings whereas the Arc4 report used 10% to apply to lettings only.
- 3.3.15 Therefore paragraph 1.6 is wrong to state that there is a joint position between the parties agreeing on 10%. The submissions from WG and IACC indicate no common understanding of what 10% applies to, no agreement on whether it is a best or worst case, nor any evidence to support either assumption.
- 3.3.16 Para 1.8 sets out a number of flaws in Horizon's position. Each is responded to in turn:
- i) Horizon has put forward a new phasing strategy that delivers the first phase of the Site Campus before the non home-based (NHB) workforce exceed 2,200 (see below)
 - ii) The focus has been on ensuring that the NHB workforce does not exceed 3,000 at any point. The new Site Campus phasing strategy ensures that is the case and the proposed s.106 Housing Fund is proposed to be released early so that capacity can be delivered well in advance of the peak
 - iii) Horizon is not relying "entirely" on market forces. As set out in IACC's response to WQ10.1.28 [REP2-153], the market is already delivering significantly more housing than demographic need requires. As IACC's witness said at the accommodation session of the ISH on 7th January, this is for people who want to move to Anglesey. That includes Wylfa workers. The higher housing target in the JLDP is specifically to accommodate workers on the Energy Island Project, the biggest of which is Wylfa Newydd. IACC's own evidence as set out on p.21 of the Oxford Economics Report Annex 3C of the LIR [REP2-103] shows that without the project there will be few additional jobs across Anglesey & Gwynedd. It is therefore entirely proper that the additional housing being delivered on top of the demographic need is considered capacity that is available to Wylfa workers. In addition, Horizon has proposed a Housing Fund which will be front-loaded so that it can stimulate higher and faster delivery through an expanded Empty Homes programme and through a co-ordinated approach to new build housing.

- iv) Horizon has set out the different kinds of workers that will be on the project at different points and the tenure split assumed between owner-occupation and PRS reflects that. Only those who are on the project for the longest periods are assumed to want to buy. The issue of dependents is addressed in sections 7.4 and 7.5 of Horizon's response to the IACC LIRs, with detail contained in paragraphs 7.4.5 and 7.4.6.
- v) The proposed Housing Fund is neither small (£16.6m) nor "after the event", where the multi million pound capacity enhancement contributions are being paid on implementation, and then on first two anniversaries of implementation, and office and annual funding being provided annually. Horizon agrees that "the aim should be to prevent people from losing their homes, not to 'mitigate' these losses." The proposed capacity enhancement contributions are front-loaded to ensure early delivery – in effect providing "pre-mitigation" prior to any impact being identified in recognition of the fact that there are long lead-times on some interventions. How much additional housing capacity can be provided depends on how efficiently it is spent. As set out in Horizon's response to IACC's LIR [REP3-004], the experience at Hinkley Point C (HPC) shows that very high levels of efficiency can be achieved. The various programmes there have achieved unit costs of between £1,100 and £5,500 per bedspace. Taking the upper end of that range, the £10m capacity enhancement proposed at Wylfa could deliver 1,800 bedspaces in the PRS and owner-occupied sectors – higher than the forecast demand of 1,500. Horizon acknowledges that costs may be higher in Anglesey. In October 2018 IACC suggested that each empty home costs around £20,000 to bring back into use and would deliver an average of 2.6 bed spaces per unit (Horizon believes the typical PRS unit is slightly larger at 2.9 bedspaces). The equivalent for new-build was not explicit, but Horizon estimates it to be £40,000. This is in line with advice from Housing Associations and commercial developers on the maximum level of subsidy that would be required under current market conditions (those conditions are likely to improve with more demand from Wylfa workers). Smaller measures such as minor grants to improve properties (including latent accommodation) and to support the working of the wider market (such as support for people who want to down-size) could also add capacity. The following table is set out in Schedule 5 of the revised draft S106 (as issued 23.01.19 and submitted at Deadline 5 (12 February 2019)) and provides an indicative breakdown based on those figures that would deliver 1,745 bed spaces.

Table 3-1 Housing Fund – Indicative Bedspace Delivery (Schedule 5, revised draft S106)

	Share of spending	Spend per unit	Units	Bedspaces
Empty Homes	£5,000,000	£20,000	250	725
Minor grants	£500,000	£1,000		500
Mkt efficiency	£500,000	£5,000	100	260
New build	£4,000,000	£40,000	100	260
Total	£10,000,000		450	1,745

Site Campus Phasing

- 3.3.17 Horizon agrees with paragraph 1.22 and has set out a revised phasing strategy linked to the number of NHB workers.
- 3.3.18 It has also proposed a site campus occupancy target of 85% in the draft s.106 agreement. Horizon's ability to deliver the Site Campus earlier is limited by a range of factors (further justification is provided in REP4-007, which was submitted at Deadline 4 (17 January 2019).
- 3.3.19 Horizon's construction team has taken advice from potential contractors and estimates that both would take around two years. As a result, the phasing set out in Annex 1 of the IACC Deadline 4 (17 January 2019) response is not deliverable.
- 3.3.20 Paragraph 1.23 of the response states that they require urgent clarification that TWA provision on site would have to be reduced for ONR safety reasons once reactor 1 becomes operational.
- 3.3.21 Horizon wishes to clarify that ONR has not said that Horizon need to decommission the Site Campus after Unit 1 completion. Rather, ONR are referring to the decommissioning of the TWA prior to the operational phase of the Wylfa Newydd Power Station i.e. prior to the commissioning of Unit 2. ONR consider that the siting criteria will be met as the re-purposing the Site Campus for residential use after completion of construction works is specifically excluded.
- 3.3.22 As per ONR's response to the Examining Authority's First Written Questions [REP2-354], *'in relation to the siting of nuclear installations adjacent to existing populations and residential developments etc., the UK Government policy is to make use of the "semi-urban" demographics criterion as the limiting values for the siting of modern reactors such as the UKABWR units proposed to be installed and operated at the Wylfa Newydd site.'* ONR's demographics assessment has concluded that the Wylfa Newydd site meets the "semi-urban" criterion.
- 3.3.23 The Site Campus is inherently a temporary form of development, as it is only required to house construction workers. Temporarily occupied buildings have not been included in ONR's demographics assessment. It should also be noted that ONR does not object to the grant of a DCO for Wylfa Newydd based on demographics considerations based on the existing text in the Draft DCO.

- 3.3.24 The issue ONR has raised is that they want to ensure that the Site Campus will not be re-purposed in the future to some other purpose that does not fit in with ONR's siting criteria. Therefore, this can be resolved through a clear commitment to decommission the facility once the Power Station is operational. Horizon has committed that the Site Campus will be removed following construction and in accordance with a Decommissioning Scheme (as outlined in Requirement WN29). WN29 states that the Decommissioning Scheme must be submitted to IACC for approval no later than six months prior to the anticipated Unit 2 Commissioning Date.
- 3.3.25 Therefore, Horizon understand that there are no outstanding issues and await final confirmation from ONR.

Owner-occupied and PRS Supply

- 3.3.26 On owner occupied housing, Paragraph 1.25 of the response notes that the JLDP has allocated sufficient housing land to meet the jobs-led growth. However, it then questions whether house builders will deliver this and 1.27 suggests intervention will be needed to secure delivery.
- 3.3.27 No evidence is given to support these doubts over delivery, and Horizon has already responded to this in its response to IACC's LIR [REP3-004]. In practice, delivery is already exceeding base demographic need. The LIR noted average household growth forecast at 51 dwellings per annum (dpa), while the JLDP sets a target of 320 dpa. Delivery is already 151dpa (2011-2017).
- 3.3.28 Demand from Wylfa workers and the confidence this creates in the market, together with support from the Housing Fund, can increase housing supply further; but the fact is that supply of housing is already growing faster than the base demographic need, and this is not taken into account in the position taken by the parties in the joint statement.
- 3.3.29 On the supply in the Private Rented Sector (PRS), paragraph 1.28-1.29 suggests that increased demand will lead to displacement. Horizon has already responded to these point as part of the response to the LIR [REP3-004], and have already noted above the lack of evidence and agreement behind the 10% availability figure.
- 3.3.30 In addition, Horizon notes that the joint position misses any reference to void lengths in PRS – that is the gap in occupation that occur between lettings.
- 3.3.31 The IACC LIR notes that in a sparsely-populated rural market such as Anglesey void periods are likely to be high. Wylfa Newydd will mean increased demand from workers, together with better market co-ordination through the Workforce Accommodation Management Service. The joint statement by the parties has not taken account of the potential for this to significantly improve the performance of the local PRS market (a resulting fall in void rates would release additional capacity overall).

Use of Tourist Accommodation

- 3.3.32 Horizon has already responded on this matter in response to the WG Written Representation and IACC's LIR [REP3-034] and [REP3-004]. The estimated level of demand for workers in tourist accommodation is 450 in serviced accommodation and 650 in caravans. This is less than 2% of total supply, not 90% as the paper claims at paragraph 1.30.

3.4 IACC Post-hearing note agreed with Cyngor Wynedd in respect of early learnt behaviours and the creation of behavioural patterns in respect of the use of accommodation by workers

- 3.4.1 Horizon notes Appendix B on early learnt behaviours. This includes information about accommodation at Hinkley, but the information pre-dates the opening of the on-site Temporary Workers Accommodation Campus. It therefore presents a static picture and is not yet able to inform views on how early learnt behaviours may persist or influence later accommodation decisions.
- 3.4.2 The extent of learned behaviour from the choices workers make in respect of whether to reside at the Site Campus is likely to be varied.
- 3.4.3 In particular, there needs to be a distinction made between changes in accommodation made by individuals workers whilst on the project (which is likely to be influenced by, for example, breakpoints in leases), and the accommodation decisions made by new workers arriving during the project.
- 3.4.4 A significant factor in the extent of actual learned behaviour possible will be the length of time workers are employed on the project. As well as the increase in the headline workforce numbers, there will also be significant churn within it beyond simple labour market turnover, as different elements complete and workers complete their contracts and leave the project – due to different skills and experience being needed at different stages of the construction.
- 3.4.5 Workers employed in the early years of construction, for example on earthworks, will be replaced by new workers as the construction progresses, for example on civils construction, and as such there will be no learned behaviour. New arrivals on the Project once the Site Campus is open will have the opportunity to go into the Site Campus without taking other accommodation first.
- 3.4.6 The persistence of learned behaviour will also depend on the mix of short-term and long-term workers that are employed at the same time that the Site Campus becomes available in the phased manner as secured by the Phasing Strategy (an updated version of which has been submitted at Deadline 5 (12 February 2019)). The delivery of the Site Campus corresponds with proposed increases in non-home-based workers who will be new to the Project. Most of the workers at this time will be new rather than retained, thereby limiting the extent of learned behaviour that will be possible.
- 3.4.7 In all instances monitoring of workers accommodation choices including the location of the accommodation and type of accommodation choices will be

undertaken via the Workforce Accommodation Management Service and Worker Accommodation Portal secured by the Draft DCO s.106 agreement [REP3-041]. Monitoring data will be provided to WAMS Oversight Group on a quarterly basis, or other such reasonable period as agreed.

4 Response to IACC Appendix D

4.1 Consideration of AN17 in cumulative assessment

- 4.1.1 The Isle of Anglesey County Council (IACC) are in broad agreement with the list of Reasonably Foreseeable Future Projects included in the Environmental Statement. However, within Appendix D of the IACC's Deadline 4 (17 January 2019) Submission [REP4-034] and previous communications between the IACC and Horizon, the IACC have requested that Horizon give further consideration to external project AN17 in the cumulative assessment. AN17 is described in Chapter I2 [APP-385] of the Environmental Statement as *"...plans to take control of up to 500 homes in the next 30 years. This is likely to involve the construction of 300 council houses. relating to potential construction of 300 council houses."*
- 4.1.2 AN17 has been considered in the cumulative assessment and, in accordance with the methodology presented in Chapter I3 [APP-386], has been scoped out on the basis that there is no environmental information on which to base an assessment. In line with industry good practice around cumulative assessment, Horizon is not able to speculate on the potential environmental effects of AN17 given the lack of information available on the development.
- 4.1.3 If and when AN17 comes forward as a project (or projects) seeking planning permission it will be for that project to fully consider the cumulative effects in conjunction with other projects, including Wylfa Newydd. At that time, Horizon will work with the developer to ensure the cumulative assessment prepared is robust.

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