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To: [Wylfa Newydd](#)
Cc: [Ap Gareth Rhun \(TA\)](#)
Subject: YML/FW: Wylfa Newydd DCO : Cyngor Gwynedd Council : Gwybodaeth Terfyn amser 6 / Deadline 6 submission
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Ein cyfeirnod: 20010958

Eich cyfeirnod: EN010007

Annwyl Syr / Fadam,

Atodir gopi dwyieithog o'r nodyn ar y Cytundeb A106 drafft ar ran Cyngor Gwynedd ar gyfer terfyn amser 6.

Dear Sir / Madam,

Please find attached bilingual copy of note on draft s106 Agreement on behalf of Gwynedd Council for deadline 6.

Yn gywir / Yours faithfully,

Gareth Jones

Uwch Reolwr Gwasanaeth Cynllunio a Gwarchod y Cyhoedd /

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DCO WYLFA NEWYDD

NODYN CYNGOR GWYNEDD YNGHYLCH Y CYTUNDEB 106 DIWEDDARAF

Y CYTUNDEB ADRAN 106 ARFAETHEDIG

1. Mae cyflwyniadau Cyngor Gwynedd yn canolbwyntio ar yr a.106 drafft a dderbyniwyd ar 29 Ionawr 2019 ac maent hefyd yn ffurfio rhan o gyflwyniadau Terfyn Amser 5 yr Ymgeisydd.
2. Amgaeir copi wedi'i farcio o'r Cytundeb 106 sy'n cynnwys sylwadau penodol yn ogystal ag awgrymiadau ynghylch y drafftio. Derbynnir bod angen trafodaethau pellach gyda'r holl bartïon i symud y materion yn eu blaen.
3. Yn y Nodyn hwn, bydd CG yn darparu trosolwg o'r prif faterion yn ogystal â phwyntiau mwy penodol o bryder yng nghyswllt yr Atodlenni.

Dogfennaeth Anghyflawn

4. Gan nad yw CG yn llofnodydd i'r a.106, nid oes ganddo unrhyw bwerau gorfodi dan y TCPA. Fodd bynnag, gall ymgeisio am daliadau (neu bydd ganddo hawl iddynt) ar bwyntiau penodol yn y prosiect. Mae'r a.106 yn rhagweld y bydd Gweithred Gyfamodi ar wahân yn cael ei gwneud gyda'r sawl nad ydynt yn bartïon. Er bod CG wedi derbyn copi o'r Weithred Gyfamodi arfaethedig cyn y Gwrandawriad ar 16 Ionawr, roedd hyn yn ymwneud â fersiwn blaenorol y Cytundeb 2016. Gan fod y cytundeb wedi cael ei ailddrafftio'n sylweddol ers hynny, dealla CG fod angen Gweithred Gyfamodi ddiwygiedig. Nid yw'n glir ar hyn o bryd a yw'r Ymgeisydd neu CSYM yn paratoui'r ddogfen ddiwygiedig. Felly, rhaid i CG gadw ei safbwynt o ran darparu unrhyw ymateb i Weithred Gyfamodi ddiwygiedig. Gofynna CG beth bynnag, i gael derbyn drafft diwygiedig y Weithred Gyfamodi cyn gynted ag sy'n rhesymol bosib.
5. Fel y dywedwyd eisoes, mae'n bosib iawn y byddai Gweithred Gyfamodi wedi'i geirio'n addas yn lleddfu pryderon CG ynghylch y gallu i orfodi. Mae CG hefyd eisiau eglurder o

ran y model llywodraethu mewn perthynas â'r arian sydd wedi'i gadw wrth gefn o fewn y gwahanol atodlenni. Felly, rhaid i CG gadw ei safbwynt ar y pwynt hwn.

6. Mae gan nifer o'r Atodlenni Atodiadau a ddylai gynnwys - *inter alia* - Cylch Gorchwyl nifer o gyrff sydd wedi'u cyfansoddi dan a.106. Felly, mae'n rhaid i CG gadw ei safbwynt yn ôl ynghylch cyfansoddiad, gwaith a phwerau manwl y cyrff hyn.

Pwyntiau o Egwyddor

7. Er y derbynnir bod rhai o faterion CG wedi cael sylw o fewn y 106 diwygiedig, mae'r pwyntiau egwyddor a ganlyn yn parhau'n berthnasol ac angen sylw:
 - a. Y dylai mesurau neu daliadau a fwriedir fel mesurau lliniaru ddilyn effeithiau'r Cynllun. Fel enghraifft, mae'r asesiadau sy'n cefnogi'r Cynllun yn ystyried yr effeithiau ledled yr Ardal Astudiaeth Economaidd-gymdeithasol Allweddol ("KSA") a'r Parth Cymudo Dyddiol ("DCCZ"), sy'n cynnwys Gwynedd. Fodd bynnag, mae nifer o fesurau yn ymdrin â Chyngor Ynys Môn yn unig yn nhermau taliadau a monitro. Lle bo hynny'n berthnasol, dylent ymdrin â'r KSA yn gyfan, neu ardal ehangach (DCCZ) (fel sy'n briodol) lle teimlir yr effeithiau;
 - b. Yn sgil yr anhawster wrth ragfynegi effeithiau a'r mesurau lliniaru angenrheidiol ar gyfer prosiect o'r maint a'r hyd hwn, dylai arian wrth gefn fod ar gael yn hawdd yng nghyswllt pob maes effaith. Nid yw'n glir eto faint o daliadau fydd yn cael eu pasio i CG a sut fydd CG yn cael mynediad at yr arian. Dylid nodi'n glir hefyd pa mor gyflym y bydd penderfyniadau'n cael eu gwneud ar ryddhau arian wrth gefn. Fel enghraifft, os yw'r effeithiau'n cael eu teimlo'n barod neu os cânt eu rhagweld o ganlyniad i fonitro, mae hi'n hanfodol bwysig bod penderfyniadau yn cael eu gwneud yn gyflym ac yn effeithiol;
 - c. Mae'r rhan fwyaf o'r mesurau lliniaru yn berthnasol yn ystod cyfnod adeiladu'r datblygiad yn unig. Mae'n debygol y bydd effeithiau'r datblygiad yn parhau i'r cyfnod gweithredol (*e.e.* yn arbennig yng nghyswllt yr iaith Gymraeg a'r diwylliant Cymreig). Dylai'r Ymgeisydd ailystyried ei safbwynt ar y pwynt hwn;
 - d. Nid yw'n glir yn y rhan fwyaf o achosion sut cyfrifir y taliadau a fwriedir i liniaru'r effeithiau andwyol. Mae angen eglurder ynghylch y cyfrifiadau i sicrhau y byddant

yn lliniaru'r amrywiol effeithiau ac yn diwallu gofynion Rheoliadau Ardoll Seilwaith Cymunedol 2010;

- e. Yn unol â chyflwyniad blaenorol CG, dylai fod ganddo'r hawl i gymorth ariannol i dalu costau bod yn rhan o'r gwahanol grwpiau a chostau monitro cyffredinol ar ôl cymeradwyo'r DCO.

Llywodraethu

8. Nodir bod yr WNMPOP yn fersiwn flaenorol y Cytundeb 106 bellach wedi cael ei dynnu allan. Erbyn hyn, bwriedir i'r holl daliadau (mewn perthynas ag effeithiau uniongyrchol a ragwelir a thaliadau wrth gefn) gael eu gwneud i CSYM yn y lle cyntaf. Nid yw CG yn gwrthwynebu'r egwyddor hon. Fodd bynnag, rhaid i'r Cytundeb gynnwys darpariaethau ar gyfer gwneud taliadau i CG mewn amgylchiadau penodol mewn modd effeithiol a theg. Mae'r Cytundeb, wedi'i ddiwygio, yn nodi'r effeithiau ar CG; ond nid yw'n glir sut, yn ymarferol, y bydd CG yn cael mynediad i'r arian a ddynodir nac ychwaith sut neu bwy fydd yn penderfynu ar ddyraniad yr arian a pha bryd fydd y taliadau'n cael eu gwneud. Dylid gwerthfawrogi fod amseriad taliadau'n angenrheidiol i liniaru effeithiau'r datblygiad hwn ar CG. Felly, dylid diwygio'r Cytundeb i ymdrin yn ddigonol â materion o'r fath.
9. Mae CG yn croesawu ei fod yn rhan o rai o'r Grwpiau a'r is-grwpiau a nodir yn y Cytundeb. Fodd bynnag, dymuna CG fod yn aelod o bob grŵp ac is-grŵp sy'n berthnasol i ymdrin ag effeithiau'r datblygiad yng Ngwynedd. Dylai fod gan CG hefyd yr hawl i dderbyn cymorth ariannol ynghylch mynychu'r Grwpiau i dalu am ei gostau.

Pwyntiau ar Bynciau Penodol

Yr iaith Gymraeg a'r diwylliant Cymreig (Atodlen 1)

10. Pwyntiau allweddol:

- a. Bydd y cyfraniadau tuag at swyddog yr Iaith Gymraeg a thuag at addysgu'r iaith yn dod i ben ar ddiwedd y cyfnod adeiladu, ond mae'r cydlynnydd iaith wedi'i ariannu drwy gydol y cyfnod gweithredol. Nid oes rheswm clir pam y dylid trin y rhain yn wahanol, yn enwedig gan ei bod yn debygol y bydd yr effeithiau addysgol yn parhau wedi'r cyfnod adeiladu ac yn ystod y cyfnod gweithredol;
- b. Cydnabyddir yr effaith ar CG o ran cyfraniad Addysg, fodd bynnag nid yw CG o'r farn fod y cyfraniad yn un digonol. Nodir bod yr arian i gyd o fewn CSYM, gyda phlant y gweithlu yn CG yn cael mynediad i'r gwasanaeth o fewn CSYM. Os mai hwn yw'r opsiwn a ffafrir, rhaid i Blant y Gweithlu o fewn CG gael eu derbyn i ganolfannau trochi yn CSYM yn ddiamwys;
- c. Mae LLC eisoes wedi dynodi arian cyfalaf ar gyfer canolfan drochi ym Mangor, a byddai'n rhesymegol felly i "hwb" Menai fod ym Mangor. Mewn amgylchiadau o'r fath, byddai angen taliadau uniongyrchol i CG (trwy LLC) ac ailddrafftio'r 106;
- d. Croesawir ychwanegu cronfa wrth gefn ar gyfer yr Iaith Gymraeg. Bydd angen CG i gael mynediad i'r gronfa yn ddibynnol ar leoliad canolfan drochi Menai, ac mae'r pwyntiau a wneir yn c. uchod yn berthnasol i hyn. Dylai'r arian, pro rata, fod ar sail sydd gyfwerth ag un person yn gweithio'n llawn amser i sicrhau digon o gapasiti.
- a. Er mwyn asesu'r trothwyon ariannu, mae angen manylion o ran cofrestru Plant y Gweithlu. Mae angen trafodaethau pellach i asesu a yw hyn yn bosib. Fe'ch cyfeirir gan CG at a3.10 y Cod Derbyn i Ysgolion (Gorffennaf 2013) sy'n datgan fel a ganlyn:

“3.10 Er mwyn osgoi posibilrwydd gwahaniaethu, ni ddylid ceisio gwybodaeth ychwanegol am faterion nad ydynt yn uniongyrchol berthnasol i'r meini prawf a gyhoeddwyd ar gyfer gorâlw.”

Mae angen ystyried y gallu ymarferol i fonitro nifer Plant y Gweithlu mewn ysgolion CG heb dorri'r cod statudol na deddfwriaeth diogelu data. Hyd yn oed os oes modd o gasglu gwybodaeth o'r fath, nid yw'r math hon o wybodaeth yn cael ei

chasglu gan CG ar hyn o bryd. DS - ymddengys nad oes arian ar gael i CG
ymgymryd â'r gwaith monitro hwn, hyd yn oed os yw'n bosib;

TWRISTIAETH (ATODLEN 3)

11. Ystyria CG fod hwn yn fater ehangach sy'n berthnasol i CG ac i'r rhanbarth (yn ogystal â CSYM). Dylid adlewyrchu hyn yn y gofynion monitro ac yn gyffredinol o fewn y 106.
12. Nid yw swyddogaeth y Grŵp Ymgysylltu Twristiaeth yn glir.

GWASANAETH A CHADWYN GYFLENWI CYFLOGAETH A SGILIAU (ATODLEN 4)

13. Yn gyffredinol, mae diffyg eglurder a manylder ar hyn o bryd yng nghyswllt gweithgareddau Cadwyn Gyflenwi.
14. Ystyria CG fod hwn yn fater ehangach sy'n berthnasol i CG ac i'r rhanbarth (yn ogystal â CSYM). Dylid adlewyrchu hyn yn y gofynion monitro ac yn gyffredinol o fewn y 106.

LLETY GWEITHWYR (ATODLEN 5)

15. Croesawir y targedau o ran meddiannaeth ar Gampws y Safle. Fodd bynnag, mae CG angen rhagor o wybodaeth o ran sut fydd hyn yn cael ei fonitro a'i orfodi. Os na chyrrhaeddir y targed arfaethedig, mae'n debygol y bydd yna straen cynyddol ar y farchnad dai leol.
16. Beth bynnag, mae cyfanswm yr arian (cynyddu capasiti + wrth gefn) yn annigonol i liniaru'r effeithiau ar y farchnad dai leol. Fel y dywed eisoes, mae asesiad diweddaraf The Three Dragons yn casglu y bydd cost mudo yn sylweddol uwch na £10m. Mae'r gyfran 20% a ddyrannwyd i Wynedd yn dderbyniol os caiff y ffigwr hwn ei gynyddu.
17. Nid yw amseriad y taliadau uniongyrchol wedi'u rhoi ymlaen llaw yn ddigonol ac mae CG wedi addasu a 7.1.2 i adlewyrchu'r gofynion.
18. Mae CG yn gofyn am drafodaethau pellach ynghylch a8 ac a9 yr Atodlen i egluro materion.

ADDYSG (ATODLEN 6)

19. Mae CG angen eglurder ar "Ysgolion Lleol" gan fod y drafft presennol yn aneglur am ei fod yn cyfeirio at Ysgolion Lleol yn Ynys Môn.
20. Ymddengys o'r drafft mai dim ond i CSYM y gwneir y taliadau uniongyrchol. Er bod taliadau wedi'u hymrwymo i GC ar gyfer llety gweithwyr (sy'n awgrymu eich bod yn derbyn y bydd rhai gweithwyr yn byw'r ochr arall i'r bont), dim ond os yw monitro yn datgelu problem capasiti yn GC y bydd gan GC hawl i ofyn am arian wrth gefn. Yn yr un modd â'r iaith Gymraeg (Atodlen 1) bydd effaith debygol ar wasanaethau ac addysg, ac mae hyn yn arbennig o wir o ran y gallu a'r arian i addysgu yn ardal Bangor.
21. Yn unol ag Atodlen 1, gall fod cwestiwn ynghylch gallu CG i fonitro nifer Plant y Gweithlu yn ysgolion CG heb dorri deddfwriaeth diogelu data. Nid yw'r math yma o wybodaeth yn cael ei chasglu gan GC ar hyn o bryd. Mae angen ystyried yr effaith ar gostau CG.

TRAFNIDIAETH (ATODLEN 7)

22. Mae'r defnydd o'r Cyfraniad Trafnidiaeth (Lliniaru Ychwanegol) yn aneglur. Yn unol â chronfeydd wrth gefn eraill, mae CG eisiau eglurder ynghylch hyn ac yn benodol sut fydd CSYM yn dyrannu hawliadau sy'n cystadlu am gronfa gyfyngedig. Mae GC yn cadw ei safbwynt ar y mater hwn yn ôl hyd nes y derbynnir eglurder ynghylch ei ddefnydd.
23. Arhoswn am fwy o waith drafftio o ran a5.

CRONFA GYMUNEDOL (ATODLEN 12)

24. Derbyniwn nad yw hyn wedi'i roi ymlaen fel rhwymedigaeth gynllunio nac fel mesur sy'n cydymffurfio â CIL.
25. Mae angen amlinellu'n llawn y weithdrefn ar gyfer dyrannu arian i KSA, a dylai ymdrin yn benodol â sut y bydd ceisiadau'n cael eu blaenoriaethu.
26. Mae angen dileu cyfeiriadau at WNMPOP yn yr Atodiad.

ATODLEN 14 SWYDDOGION CYNNWYS Y GYMUNED

27. Dylai'r ardal lle bydd y swyddogion yn gweithio adlewyrchu'r ardal lle rhagwelir effaith, monitro a lliniaru (h.y. Ynys Môn, KSA, DCCZ, Gogledd Cymru, ac ati fel sy'n briodol). Dylai'r budd-ddeiliaid perthnasol gael mewnbwn i'r rhaglen waith ac ati. Os nad yw hyn yn bosib (h.y. ni fydd y swyddog ond yn canolbwyntio ar Ynys Môn) mae CG angen eglurder ar sut fydd partiön eraill megis Cyngor Gwynedd a Llywodraeth Cymru yn cael yr adnoddau i gyflawni'r gwaith

CYFRANIAD GWEITHREDU A MONITRO (ATODLEN 15)

28. Os derbynnir cyflwyniad blaenorol GC y dylai fod ganddo'r hawl am gymorth gyda monitro, dylai fod ganddo'r hawl i gael cymorth ariannol i gyd-fynd â hynny i ail-greu trefniadau PPA er mwyn talu am gostau'r gwaith ar ôl i'r DCO gael ei gymeradwyo

WYLFA NEWYDD DCO

GWYNEDD COUNCIL NOTE IN RELATION TO UPDATED 106 AGREEMENT

PROPOSED S.106 AGREEMENT

2. Gwynedd Council's submissions focus on the draft s.106 received on the 29th January 2019 and also forms part of the Applicant's Deadline 5 submissions.
3. A marked copy of the 106 Agreement is enclosed which includes specific comments together with suggestions in relation to drafting. It is accepted that further discussions with all parties are required in order to move matters forward.
4. In this Note GC will provide an overview of the main issues together with more specific points of concern in relation to the Schedules.

Incomplete Documentation

5. As GC is not a signatory to the s.106, it has no powers of enforcement under the TCPA. However, it can apply for (or will be entitled to) payments at certain points in the project. The s.106 anticipates that a separate Deed of Covenant will be entered into with 'non-parties'. While GC received a copy of proposed Deed of Covenant prior to the Hearing on the 16th January, this related to the previous version of the 106 Agreement. As there has been fundamental re-drafting of the agreement since then, it is GC's understanding that a revised Deed of Covenant is required. It is not clear at present whether the Applicant or IACC is preparing the revised document. Accordingly, GC must reserve its position in relation to providing any response to a revised Deed of Covenant. GC requests in any event that the re-drafted Deed of Covenant is provided as soon as reasonably possible.
6. As previously stated a suitably worded Deed of Covenant may well address GC's concerns about enforceability. GC also require clarity as to the Governance model in terms of the contingency monies allocated within the various schedules. Accordingly GC must reserve its position on this point.

7. A number of the Schedules have Annexes which should contain – *inter alia* – the terms of reference for a number of bodies constituted under the s.106. GC must therefore reserve its position on the detailed constitution, working and powers of these bodies.

Points of Principle

8. While it is accepted that some of GC's issues have been addressed within the revised 106, the following points of principle are still relevant and need to be addressed:
 - a. That measures or payments intended as mitigation should follow the impacts of the Scheme. *E.g.* the assessments supporting the Scheme consider the effects across the Key Socioeconomic Study Area ("KSA") and Daily Commuting Zone ("DCCZ"), which includes Gwynedd. However, a number of the measures cover simply IACC in terms of payments and monitoring. Where relevant, they should cover the whole of the KSA, or a wider area (DCCZ) (as appropriate) over which the impacts will be felt;
 - b. Given the difficulty in predicting impacts and required mitigation for a project of this size and longevity, contingency funds should be easily accessible in respect of each area of impact. It is not clear at present how payments will be passed to GC and how GC will access the funding. It should also be made clear how quickly decisions are to be made on the release of contingency funding. *E.g.* if the impacts are already being felt or anticipated as a result of monitoring, it is critically important that decisions are made quickly and effectively;
 - c. The majority of the mitigation measures apply only during the construction phase of development. It is likely that the effects of the development will continue into the operational phase (*e.g.* in relation to Welsh language and culture in particular). The Applicant should reconsider its position on this point;
 - d. It is unclear in most cases how the payments intended to mitigate adverse effects have been calculated. There needs to be clarity as to the calculations to ensure that they will adequately mitigate the various effects and meet the requirements of the Community Infrastructure Levy Regulations 2010;
 - e. As per GC's previous submissions, it should be entitled to financial assistance in order to cover costs of participation on the various groups and in relation to monitoring generally.

Governance

9. It is noted that the WNMPOP contained in the previous version of the 106 Agreement has now been removed. It is now proposed that all payments (in relation to direct foreseen effects and contingency payments) are made initially to IACC. GC do not object to this in principle. However the Agreement must contain provisions for payments to be made to GC in identified circumstances in an effective and equitable way. The Agreement as amended does identify effects on GC but it is unclear how in practice GC accesses the funds allocated or how and who will decide upon the allocation of the monies and when they will be made. It should be appreciated that timing of payments is essential to mitigate effects of the development on GC. Accordingly the Agreement should be amended to deal with such issues adequately.

10. GC welcomes its involvement on some of Groups and sub-groups identified within the Agreement. However, GC would wish to be members of all groups and sub-groups which are relevant to address effects of the development within Gwynedd. GC should also be entitled to financial assistance in relation to attendance on the Groups in order to cover its costs.

Topic Specific Points

Welsh Language and Culture (Sch. 1)

11. Key points:

- a. The contributions towards a Welsh language officer and for language teaching will cease at the end of the construction period, whereas the language coordinator is funded throughout the operational period. There is no clear reason why there should be a different approach, especially as the educational impacts are likely to continue after construction and during operation;
- b. While the effect on GC is acknowledged in terms of the Education contribution, GC do not consider that the contribution is sufficient. It is noted that the funding is entirely within IACC, with workforce children within GC accessing the service within IACC. If this is the preferred option, the acceptance of Workforce Children within GC to immersion centres within IACC must be unequivocal;
- c. Capital funding for an immersion centre within Bangor has already been allocated by WG, and it would therefore be logical for the Menai “hub” to be located in Bangor. In such circumstances, direct payments GC would be required and the 106 re-drafted;
- d. The addition of contingency fund in relation to Welsh language is to be welcomed. GCs need to access the fund will be dependent on the location of the Menai immersion centre, and the points made in c. above are relevant in this respect. The funding should be pro-rated on a 1 FTE basis in order to ensure sufficient capacity.
- e. In order to assess triggers for funding, details are required in terms of enrolment of Workforce Children. Further discussions are required in order to assess whether this is possible. GC would refer to s3.10 of the Schools Admission Code (July 2013) which states as follows:

“3.10 To avoid the potential for discrimination, additional information on matters which are not directly relevant to the published oversubscription criteria **should not** be sought”

The practical ability to monitor the number of Workforce Children in GC schools without committing breaches of the statutory code or data protection legislation needs to be considered. Even if there is a way of collecting such information, this

is not the type of information that is currently collected by GC. NB – there appears to be no funding available for GC to carry out this monitoring, even assuming it is possible;

TOURISM (SCH 3)

12. GC considers this to be a wider issue relevant to GC and the region (as well as IACC). This should be reflected within the monitoring requirements and generally within the 106.
13. The role of the Tourism Engagement Group is unclear.

EMPLOYMENT AND SKILLS SERVICE AND SUPPLY CHAIN (SCH 4)

14. Generally there is a lack of clarity and detail at present in relation to Supply Chain activities.
15. GC considers this to be a wider issue relevant to GC and the region (as well as IACC). This should be reflected within the monitoring requirements and generally within the 106.

WORKER ACCOMMODATION (SCH 5)

16. The targets in terms of occupancy on the Site Campus are welcomed. However, GC require further information as to how this will be monitored and enforced. If the proposed target is not met, there is a likelihood that pressure will build on the local housing market.
17. In any event, the total funding (capacity enhancement + contingency) is inadequate to mitigate the effects on the local housing market. As previously stated, The Three Dragons most recent assessment concludes that the cost of mitigation will be vastly in excess of £10m. The 20% proportion allotted to Gwynedd is acceptable if the figure is increased.
18. The timing of the direct payments is not sufficiently front-loaded and GC have amended §7.1.2 to reflect our requirements.
19. GC require further discussions in relation to s8 and s9 of the Schedule in order to clarify matters.

EDUCATION (SCH 6)

20. GC require clarity on “Local Schools” as the present drafting is unclear as it refers to Local Schools in Anglesey.

21. It appears as drafted that direct payments are made to IACC only. Whilst there are payments to GC committed for workers accommodation (which suggests an acceptance that some workers will live across the bridge), it is only if monitoring reveals a capacity problem in GC that GC is entitled to seek contingency funding. As with Welsh Language (Schedule 1) there is a likely impact on services and education, and again especially true in terms of teaching capacity and funding within the Bangor area.
22. As per Schedule 1, there may be a question as to GCs ability to monitor the number of Workforce Children in GC schools without committing breaches of data protection legislation. Again, this is not the type of information that is currently collected by GC. The cost implications on GC need to be considered.

TRANSPORT (SCH 7)

23. The use of Transport (Additional Mitigation) Contribution is unclear. As per other contingency funds, GC require clarity as to this and specifically how competing claims for a limited fund are allocated by IACC. GC reserves its position on this matter until clarity is received as to its application.
24. We await further drafting in terms of s5.

COMMUNITY FUND (SCH. 12)

25. We accept that this is not put forward as a planning obligation or as CIL-compliant measure.
26. Procedure for allocating funding to the KSA needs to be outlined fully, and should specifically deal with how applications are prioritised.
27. References to WNMPOP in the Annex need to be deleted.

SCHEDULE 14 COMMUNITY INVOLVEMENT OFFICERS

28. The area over which the officers works should reflect the area where impact, monitoring and mitigation is anticipated (i.e. Anglesey, KSA, DCCZ, North Wales, etc. as appropriate). The relevant stakeholders should have input into work programme etc. If this is not the case (i.e. officer will only have regard for Anglesey) GC need clarity on how other parties such as Gwynedd and Welsh Government are to be resourced to carry out the work should be made clear.

IMPLEMENTATION AND MONITORING CONTRIBUTION (SCH. 15)

29. If GC's previous submission that it should be entitled to assistance with monitoring is accepted, it should be entitled to financial assistance with it to replicated PPA arrangements in order to cover costs.