

HORIZON

NUCLEAR POWER



Wylfa Newydd Project

DCO s.106 Agreement

PINS Reference Number: EN010007

10 April 2019

Revision 4.0

Examination Deadline 9

Planning Act 2008

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

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HORIZON NUCLEAR POWER WYLFA LIMITED

- AND -

ISLE OF ANGLESEY COUNTY COUNCIL

AGREEMENT

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

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THIS DEED OF AGREEMENT is dated the day of April 2019

BETWEEN:-

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

INTRODUCTION

- (A) The Council is:
- (i) the local planning authority for the purposes of the 1990 Act;
 - (ii) the local highway authority for the purposes of the Highways Act 1980;
 - (iii) the local education authority for the purposes of the Education Act 1996; and
 - (iv) a children's and youth services authority for the purposes of the Children's Act 2004 and an adult social services authority for the purposes of the Local Authority and Social Services Act 1970,
- for the area within which the Site is situate.
- (B) The Developer:
- (i) is the owner in fee simple in possession of those freehold parts of the Site contained in titles CYM545036, WA448583, CYM617109, CYM720503, WA588862, CYM123257 and CYM588983;
 - (ii) has a 999-year leasehold interest registered under titles numbered CYM5454039 and CYM557922 and
 - (iii) has the benefit of the Option Agreements in respect of the Option Land.
- (C) The Developer will be the undertaker for the purposes of the Development Consent Order and intends to construct and operate the Wylfa Newydd DCO Project authorised by the Development Consent Order.
- (D) The Developer has agreed to enter into the planning obligations and covenants in this Deed to regulate the Wylfa Newydd DCO Project and secure the matters hereinafter referred to in this Deed.
- (E) The parties to this Deed have agreed to enter into this Deed in order to secure the development consent obligations contained in this Deed.

- (F) The Council and the Developer are satisfied that the obligations herein are compliant with paragraph 4.1.8 of the Overarching National Policy Statement for Energy (EN-1) and regulation 122 of the Community Infrastructure Levy Regulations 2010.

NOW THIS DEED WITNESSES as follows:-

1. **DEFINITIONS**

1.1 In this Deed: -

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

"**2008 Act**" means the Planning Act 2008;

"**A5025 Offline Highways Sites**" means:

- (a) the land at Valley shown edged red on Plan 1E at Schedule 21;
- (b) the land at Llanfachraeth shown edged red on Plan 1F at Schedule 21;
- (c) the land at Llanfaethlu shown edged red on Plan 1G at Schedule 21; and
- (d) the land at Cefn Coch shown edged red on Plan 1H at Schedule 21;

"**Application**" means the application for 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;

"**BCUHB**" means Betsi Cadwaladr University Health Board;

"**Commencement**" for the purposes of this Deed 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 (and for the avoidance of doubt this definition shall not affect the definition of "commence" in the DCO);

"**Construction Period**" means the period from Implementation until the Unit 2 Commissioning Date;

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

"**Contingency Funds**" means the funds set out in Schedule 20;

"**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);

"**DCCZ**" means the Daily Construction Commuting Zone being an area defined by a 90-minute travel time to the Site, used to assume reasonable daily commuting behaviour to the Site during the construction and operation of the Wylfa Newydd DCO Project on Plan 1Q at Schedule 21;

"**Deed of Covenant**" means a deed of covenant in the form appended to this Deed at Schedule 19 to be entered into by the Council with a relevant third party in accordance with Clause 7;

"**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 at Schedule 21;
- (b) the land at Cae Canol-dydd shown edged red on Plan 1J at Schedule 21; and
- (c) the land at Tŷ Du shown edged red on Plan 1K at Schedule 21;

"**Engagement Groups**" means the Welsh Language and Culture Engagement Group; Jobs and Skills Engagement Group; WAMS Oversight Board; Transport Engagement Group; Health and Wellbeing Engagement Group; Emergency Services Engagement Group; and Environment Engagement Group and in each case as more specifically defined in the Schedules;

"**Existing Fisherman's Carpark Leases**" means the leases contained in CYM470009 being:

- (a) the lease dated 24 June 1969 between The Central and Electricity Generating Board (1) and The County Council of the Administrative County of Anglesey (2) in respect of the land containing 3,018 sq yds or thereabouts being Enclosure No. 12 on Anglesey OS Sheet 11.7 situated in the Parish of Llanbadrig in the County of Anglesey; and
- (b) the lease dated 24 June 1969 between The Central and Electricity Generating Board (1) and Twrcelyn Rural District Council (2) in respect of two pieces of parcels of land containing together approximately 110 sq yds or thereabouts adjoining the site of the Wylfa Manor Home Farm in the Parish of Llanbadrig in the County of Anglesey;

"**Financial Contributions**" means the contributions set out in Schedule 20;

"**Fisherman's Carpark Area**" means the land shown edged red on Plan 1N at Schedule 21 or an equivalent area agreed with the Council;

"**FTE**" means full-time equivalent;

"**Funds**" means funds set out in Schedule 20;

"**Home Based Workforce**" means those members of the Workforce whose primary residence is in the DCCZ and has been since prior to those members of the Workforce being appointed under a contract (but for the avoidance of doubt this does not include a person who has moved to the DCCZ for the purposes of working on the Wylfa Newydd DCO Project);

"**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, and the words "**Implement**" and "**Implementation**" will be construed accordingly and for the purposes of this definition "**Developer**" will include: (a) the person with the benefit of the DCO for the purposes of undertaking Work No.1 pursuant to the DCO for the purpose of Article 8 of the DCO; and (b) any subsidiary company or organisation established by or associated with the Developer and any servants agents or contractors or any person acting under the direction of the Developer or any such subsidiary or group company or organisation;

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

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

"**Interest**" means interest at 3% (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 at Schedule 21;

"**Logistics Centre Site**" means the land at Parc Cybi shown edged red on Plan 1C at Schedule 21;

"**Main Power Station Site Sub-CoCP**" means the sub-code of construction practice for the Site as certified under the DCO;

"**Non Home Based Workforce**" or "**NHB Workforce**" means those members of the Workforce who are not members of the Home Based Workforce;

"**North Wales Safeguarding Board**" means the statutory board which coordinates, monitors and challenges its partner agencies in safeguarding children and adults at risk in North Wales;

"**Officer**" means the: Accommodation Officer; Community Involvement Officer; Economic Development Officer; Environment Officer; Safeguarding Officer; Tourism Officer; Transport Officer; and Welsh Language Officer, in each case as defined in the Schedules to this Deed;

"**Offline Road Works**" means Work Nos. 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 at Schedule 21;

"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 Agreements" means the option agreements within the Site and in each case with the Developer;

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

"Park and Ride Site" means the land at Dalar Hir shown edged red on Plan 1D at Schedule 21;

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

"Payment Date" means the date when a Financial Contribution, Contingency Fund payment, Fund payment, or Payment due to be paid or made available under this Deed by the Developer is actually paid or made available by the Developer;

"Payments" means the payments set out in Schedule 20;

"Peak Construction" means in Schedule 1, Schedule 4, Schedule 5, and Annex 1 of Schedule 8 the year of construction of the Wylfa Newydd DCO Project with the highest Workforce numbers;

"Preparatory Operations" means the SPC Works, the Offline Road Works, site mobilisation and drainage works, 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; or erection of signage;

"PRoW" means a public right of way, and which includes associated infrastructure such as information boards, signage and benches;

"Safeguarding" means preventing harm and acting to protect children and adults at risk from actual or potential abuse, neglect or exploitation of any kind and ensuring they receive proper care that promotes health and welfare and educating those around them to recognise the signs and dangers;

"Satisfactory Prospect of Success" means where an appropriately experienced barrister of ten or more years call (such barrister to be jointly appointed by the Parties) determines that there is a 50% (fifty per cent) or better chance of success;

"Site" means the Wylfa Newydd Development Area being the land on which the power station as described in Work Nos. 1 to 4, 12 and 16 in schedule 1 (*Authorised Development*) of the DCO is constructed and operated as shown edged red on Plan 1A at Schedule 21;

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

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

"**SPC Permission**" means a planning permission for site preparation and clearance of land within the Wylfa Newydd Development Area under the 1990 Act;

"**SPC Works**" means:

- (a) the works carried out under an 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 4.3) 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 as notified pursuant to requirement PW9 of the DCO;

"**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 as notified pursuant to requirement PW9 of the DCO;

"**Workforce**" means the permanent workers who have a badge allowing access to work at the Sites and who have worked at a relevant site either for five full days in a 30-day period or for more than a total of 40 hours in any 30-day period;

"**Workforce Dependants**" means children and partners of the Workforce who move to the DCCZ but were not resident in the DCCZ before Commencement;

"**Workforce Children**" means school-aged children who are dependants of members of the Non Home Based Workforce and who did not attend a school in the DCCZ prior to their parents' Induction;

"**Working Day**" means a weekday which is not a public holiday;

"**Wylfa Newydd CoCP**" means the Wylfa Newydd Code of Construction Practice certified under the DCO; and

"**Wylfa Newydd DCO Project**" means the authorised project as described in schedule 1 (*Authorised Development*) of the DCO.

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

2. **STATUTORY PROVISIONS**

- 2.1 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, section 111 of the Local Government Act 1972, section 2 of the Local Government Act 2000, the Highways Act 1980, and the Well-Being of Future Generations (Wales) Act 2015 and all other enabling powers;
 - 2.1.2 are planning obligations for the purposes of section 106 of the 1990 Act;
 - 2.1.3 are entered into with intent to bind the Developer's interests in the Site and each and every part thereof into whomsoever's hands the same may come;
 - 2.1.4 are enforceable by the Council as local planning authority; and
 - 2.1.5 are executed by the respective parties as a deed.

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

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

3.1 The Developer shall serve written notice upon the Council advising it of:

3.1.1 the date six months prior to anticipated Commencement;

3.1.2 the Commencement Date within seven days of the occurrence of the same Provided That for the avoidance of doubt nothing in this Deed shall prevent Commencement from having been lawfully carried out in the event that the Developer fails to serve notice under this Clause;

3.1.3 the date 12 (twelve) months prior to anticipated Implementation and quarterly updates as to the anticipated Implementation date thereafter;

3.1.4 the Implementation Date within seven days of the occurrence of the same;

3.1.5 whether the SPC Works are commenced under the DCO or under the SPC Permission within seven days of the occurrence of the same;

3.1.6 the Commencement of works on the Sites;

3.1.7 the Unit 1 Commissioning Date in accordance with requirement PW9 of the DCO;

3.1.8 the Unit 2 Commissioning Date in accordance with requirement PW9 of the DCO; and

3.1.9 the start of the Operational Period.

3.2 The notices given at Clauses 3.1.1, 3.1.2, 3.1.3, 3.1.4, 3.1.6 and 3.1.9 shall be copied, by the Developer, to the Welsh Government, Gwynedd Council, Conwy Council, 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 1, 2, 4.1 to 4.4 (inclusive), 4.7, 5, 6.1.1, 6.4, 7 to 10 (inclusive), 11.1, 11.3, 12 to 28 (inclusive), and paragraphs 1.2.1, 1.2.2 and 1.5.1 of Schedule 1, and paragraphs 3.1 and 3.2.1 of Schedule 9 which provisions have operative effect upon the date of this Deed none of the terms or provisions in this Deed shall have operative effect unless and until both of the following have occurred, namely:

3.3.1 the Development Consent Order has been duly granted; and

3.3.2 the Development Consent Order has been Commenced as notified to the Council in Clause 3.1.

3.4 The Parties acknowledge and agree that this Clause 3 is subject to Clause 6.

4. COVENANTS AND OBLIGATIONS

- 4.1 The Developer covenants with the Council to carry out the planning obligations on its part set out in the Schedules pursuant to the 1990 Act, and in any event pursuant to the Well-Being of Future Generations (Wales) Act 2015, section 111 of the Local Government Act 1972 and section 2 Local Government Act 2000 and all other powers so enabling.
- 4.2 The Developer covenants with the Council that it shall Commence the Wylfa Newydd DCO Project by first undertaking works on the Site (which for the avoidance of doubt requires the Developer to Commence the Wylfa Newydd DCO Project on the Site before any material operation takes place on the other Sites) Provided That this shall not prevent the commencement of the Offline Road Works which may be commenced prior to undertaking works on the Site.
- 4.3 The Developer covenants with the Council that it shall not Commence or permit Commencement of those parts of the Wylfa Newydd DCO Project located upon the Option Land or part of the Option Land until such time as the owner of the Option Land or part of the Option Land has executed a Supplemental Deed in respect of the Option Land or part of the Option Land.
- 4.4 For the avoidance of doubt where payments are required to be made or works undertaken by the Developer pursuant to this Deed the Developer covenants with the Council that it shall not cause or permit Commencement or Implementation or further Implement the Wylfa Newydd DCO Project unless and until such payments have been made or such works undertaken in accordance with the provisions of this Deed.
- 4.5 In respect of the operation of the Engagement Groups where in this Deed the wording provides for matters to be agreed by an Engagement Group the agreement shall be by a majority of the members of that group and:
- 4.5.1 Where there is an even number of participants the Council shall have the deciding vote in the event of a tied vote Save That in respect of the Welsh Language and Culture Engagement Group the independent chair shall have the deciding vote.
- 4.5.2 The Developer shall not have a voting right on expenditure or allocation of the Contingency Funds or Funds or Financial Contribution (where an Engagement Group has a voting role on a Financial Contribution), but shall have the right to make representations on such allocation or expenditure.
- 4.5.3 Clause 12 (Disputes) may be engaged by the Council or the Developer in respect of decisions made by an Engagement Group.
- 4.5.4 Where pursuant to Clause 4.5.3 the Council or the Developer engages Clause 12 (Disputes) then Clause 12 shall apply mutatis mutandis so that the word "Parties" in Clause 12 shall refer to Council and/or the Developer and/or those members of the Engagement Group who choose to participate in the dispute.
- 4.6 The Developer shall following the start of the Operational Period grant a sub-lease to the Council of the Fisherman's Carpark Area together with appropriate access on terms

equivalent to the terms of the Existing Fisherman's Carpark Leases Provided That this shall be a sub-lease from the Developer's interest in the Site and subject to the Nuclear Decommissioning Authority's consent (as the freeholder) and Provided Always That the Developer has completed all necessary works in respect of the Fisherman's Carpark Area.

- 4.7 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 that the SPC Works are Commenced as Work No. 12 under the DCO, Schedule 15 shall have effect.

- 5.2 In the event the SPC Works are commenced pursuant to a SPC Permission by the carrying out of a material operation (as defined in section 56(4) of the 1990 Act) pursuant to the SPC Permission, Schedule 15 will not become operative and shall have no effect and the relevant planning obligations will be contained in the SPC Agreement agreed in respect of the SPC Permission (unless otherwise agreed).

- 5.3 If having commenced the SPC Works under a SPC Permission the Developer subsequently serves a notice under article 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 obligations in the SPC Agreement shall continue to operate in respect of SPC Works undertaken pursuant to the DCO as if they were being undertaken pursuant to the SPC Permission.

6. **COMMENCEMENT AND FINANCIAL CONTRIBUTIONS**

- 6.1 The Parties agree that:

6.1.1 in the event the DCO is Commenced by undertaking Work No. 12 (as defined under the DCO) nothing shall oblige the Developer to further Commence or Implement the DCO; and

6.1.2 no Financial Contributions, Contingency Funds, Payments or Funds or other obligations for the payment of monies 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:

(a) Commencement shall be payable or available or required to be undertaken until Commencement has occurred.

(b) Implementation shall be payable or available or required to be undertaken until Implementation has occurred.

- 6.2 Where a Financial Contribution which is payable annually in advance during the Construction Period has been paid but the Construction Period ends prior to the anniversary of that last payment the Council shall be obliged to return (as soon as reasonable practicable) such prorated portion of that Financial Contribution (calculated on a monthly basis) save where that Financial Contribution or portion of that Financial

Contribution has been allocated or spent (where "allocated" shall have the same meaning as set out in Schedule 17).

- 6.3 In the event that the Developer notifies the Council that, following Implementation, there is to be a pause in construction for more than six months the Developer and the Council shall agree a schedule of those Financial Contributions, Contingency Funds, Payments or Funds or other payments for which payment of or access to shall be paused and/or delayed and having regard to the principle that payments should typically be suspended until construction recommences and where the proposed position shall be notified to any third parties which are directly affected by such position and due regard shall be given to any representations given by such third parties.
- 6.4 In the event that the Developer and the Council propose to vary this Deed advance notification (for a minimum of 20 (twenty) Working Days) will be given to any third parties which are directly affected by such variation and due regard will be given to any representations given by such third party prior to finalising such variation.

7. DEED OF COVENANT

- 7.1 Where any payments identified in the Schedules to this Deed are stated to be payable by the Council for onward transfer to a third party (a "**third party**"), the Council shall:
- 7.1.1 Use reasonable endeavours to enter into a Deed of Covenant with each of the third parties as soon as reasonably practicable prior to Commencement.
- 7.1.2 Provide the Developer with copies of each Deed of Covenant entered into within ten Working Days of completion.
- 7.1.3 Prior to entry into the 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 shall be substantially in the form attached at Schedule 19 and shall contain the following minimum requirements:
- 7.2.1 An obligation on the Council to pay monies received under this Deed for the benefit of a third party to that third party as soon as reasonably practicable and in any event within five Working Days of receipt of cleared funds by the Council.
- 7.2.2 An obligation on the third party to spend and/or allocate the monies received in the manner described in this Deed (or for such other purposes for the benefit of the Wylfa Newydd DCO Project as may be agreed in writing by the Parties with the relevant third party).
- 7.2.3 An obligation to repay the monies to the Council within nine years and eleven months if they are either not spent or in the reasonable opinion of the Council not spent for the purposes for which they were paid under this Deed (or as otherwise agreed in writing pursuant to Clause 7.2.2).
- 7.2.4 Provide 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.

- 7.3 In the event that a third party is in breach of the minimum requirements described in Clause 7.2 above of its Deed of Covenant, the Council shall notify the Developer and shall have reasonable regard to any comments made by the Developer and use reasonable endeavours to effect the return of those monies to the Council (which may include enforcing the Deed of Covenant where there is a Satisfactory Prospect of Success save that where there is a Satisfactory Prospect of Success the Council shall (subject to Clause 20) proceed with an enforcement in the event that the Developer undertakes to pay the Council's properly incurred legal costs associated with such enforcement) who will then be obliged to treat those monies in accordance with Schedule 17 Provided Always That there shall be no obligation upon the Council to repay any monies to the Developer under this Clause 7.3 or Schedule 17 before it is in receipt of those monies from the relevant third party.
- 7.4 Where a repayment is due pursuant to Clause 7.3 the Council shall make that repayment to the Developer within ten Working Days of receipt of those monies from the relevant third party.
- 7.5 If after using reasonable endeavours the Council is unable to enter into a Deed of Covenant with any third party (other than North Wales Police, Welsh Ambulance Service NHS Trust, North Wales Fire and Rescue Service, and BCUHB) prior to the date when the payment is due to be paid to that third party the Council shall have no obligation to transfer the relevant Contribution to that third party and shall within 20 (twenty) Working Days meet with the third party to discuss the reasons why the Deed of Covenant has not been entered into and use reasonable endeavours to resolve such issues regarding the Deed of Covenant Provided That if no Deed of Covenant can be agreed within a further 40 (forty) Working Days the Council and the Developer shall meet to determine either alternative delivery of the relevant mitigation or an alternative mitigation.
- 7.6 If after using reasonable endeavours the Council is unable to enter into a Deed of Covenant with North Wales Police, Welsh Ambulance Service NHS Trust, North Wales Fire and Rescue Service, or BCUHB prior to the date when the payment is due to be paid to that third party the Council shall have no obligation to transfer the relevant Contribution to that third party and shall within 20 (twenty) Working Days meet with the third party to discuss the reasons why the Deed of Covenant has not been entered into and use reasonable endeavours to resolve such issues regarding the Deed of Covenant Provided That if no Deed of Covenant can be agreed within a further 40 (forty) Working Days the Council shall work with the third party and Developer to agree an alternative method of securing the provisions in clause 7.2 and ensure the provision of the delivery of the necessary Financial Contributions, and Contingency Funds Payments under the relevant Schedule to the Deed.

8. **RELEASE**

- 8.1 The Developer shall upon disposing of the whole or any part of its interests in the Site be released from all covenants and obligations (as defined in Clause 4) 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 subject to Clause 11.2 the Developer shall be released from all obligations in this Deed (but for the avoidance of doubt the obligations within this Deed shall apply in the event that the DCO is subsequently Commenced).

9. **EXCLUDED INTERESTS**

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

11. **EXPIRATION MODIFICATION OF DEVELOPMENT CONSENT ORDER**

11.1 If the DCO is not granted or expires before Commencement or is at any time quashed, revoked or if (without the consent of the Developer) it is modified by any statutory procedure this Deed will forthwith determine and cease to have effect and 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 shall be returned to the Developer together with interest earned thereon within 20 (twenty) Working Days of the said date.

11.2 Where the DCO has already been Commenced and is subsequently is quashed or revoked any monies paid by the Developer under this Deed to the Council shall be retained by the Council (or third party pursuant to Clause 7) where those monies have been committed or spent by the Council or a third party and where "committed" for the purposes of this Clause means either entered into a binding and written legal contract or formally internally allocated with appropriate supporting written officer decisions or committee reports evidencing that allocation.

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

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 shall be referred to an independent and suitable person holding appropriate professional qualifications to be appointed (in the absence of an agreement) by or on behalf of the president for the time being of the professional body chiefly relevant in Wales with such matters as may be in dispute within 15 (fifteen) Working Days of a dispute being notified to or by a Party and such person shall act as an expert (the "**Expert**") whose decision shall be final and binding on the parties in the absence of manifest error and any costs shall be payable by the parties to the dispute in such proportion as the expert shall determine and failing such determination shall be borne by the parties in equal shares.
- 12.2 In the absence of agreement as to the appointment or suitability of the person to be appointed as the Expert pursuant to Clause 12.1 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 as soon as reasonably practicable to determine the dispute such solicitor acting as the Expert and his decision shall be final and binding on the Parties in the absence of manifest error and his costs shall be payable by the parties to the dispute in such proportion as he shall determine and failing such determination shall be borne by the Parties in equal shares.
- 12.3 Any Expert howsoever appointed shall be subject to the express requirement to reach a decision and communicate it to the Parties within the minimum practicable period allowing for the nature and complexity of the dispute and in any event not more than 28 (twenty-eight) Working Days after the conclusion of any hearing that takes place or 28 (twenty-eight) Working Days after he has received any file or written representation.
- 12.4 The Expert shall be required to give notice to each of the Parties requiring them to submit to him within ten working days of notification of his appointment written submissions and supporting material and the other party shall be entitled to make a counter written submission within a further ten Working Days.
- 12.5 The Expert shall notify the parties of a hearing date or that the decision will be made on the papers within ten Working Days of receiving any counter written submissions.
- 12.6 Following the submission of written submissions and/or supporting materials to the Expert the Expert may set a hearing to discuss the dispute and shall give the Parties at least ten Working Days written notice of the date and time when such a hearing is to take place.
- 12.7 It is agreed between the Parties that this Clause 12 shall not apply to disputes in relation to matters of law or the construction or interpretation of this Deed which shall be subject to the jurisdiction of the Courts.

13. **GOOD FAITH**

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

14. **APPROVALS**

14.1 Where this Deed:

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

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

14.2 Where it is provided in this Deed that a matter is to be agreed or approved by any of the Parties and a timescale for such agreement being reached or approval being given is not provided then (without prejudice to Clause 14.1) 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 (in consultation with any relevant third party identified in the obligation or directly affected by such proposed variation) in writing Provided That if the Council shall not agree any such amendment the position set out in the Deed shall prevail and Clause 12 (Disputes) will not apply.

15.2 With the prior approval of the Developer, where the Council can deliver the services and obligations required by an Officer under this Deed by employing one Officer to cover one or more Officer roles as specified in the Schedules to this Deed the Council may do so and utilise the unspent Officer contribution to increase Officer capacity in another area to respond to the needs of the Wylfa Newydd DCO Project.

16. **PLANNING GAIN**

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 through a Community Infrastructure Levy or otherwise) and the terms of the law as enacted means that such tax, levy, tariff, charge or similar applies to the Wylfa Newydd DCO Project such that additional financial payments will be required in respect of the Wylfa Newydd DCO Project then (only if and to the extent that the law as enacted permits the Council to do so) the Council and Developer agree that they shall consult with each other (and any directly affected third party in accordance with Clause 6.4) as to the effect of the tax, levy, tariff, charge or similar.

16.2 In consulting with each other under Clause 16.1 the Parties shall discuss whether it would be appropriate reasonable and financially viable to impose any additional financial burden on the Wylfa Newydd DCO Project (whether to the limit of the law or (if permitted) in some lesser sum) and whether it would be appropriate to modify this Deed in consequence of any such tax, levy, tariff, charge or similar and in discussing the matter the Council and Developer shall take into consideration that the Council and the Developer agree and acknowledge that the planning obligations in this Deed appropriately mitigate the effects of the Wylfa Newydd DCO Project and that the Parties wish to see the Wylfa Newydd DCO Project completed.

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 shall be given in writing and shall be deemed to have been validly served or given in the following circumstances:

17.1.1 If delivered by hand upon delivery at the address of the relevant Party.

17.1.2 If sent by recorded delivery post to the Party upon whom it is to be served or to whom it is to be given within two Working Days after the date of posting.

17.1.3 If sent by email:

(a) to the Council at planning@ynysmon.gov.uk (or other such email address notified to the Developer from time to time); and/or

(b) to the Developer at an email address notified to the Council from time to time,

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

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

17.2.1 For the Council, Council Offices, Llangefni LL77 7TW marked for the attention of the Head of Regulation and Economic Development and copied to the Chief Planning Officer.

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,

or such office address as notified in writing from time to time.

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 shall be entitled to apply to the Council for a certificate to that effect and upon the Council being satisfied that the relevant agreement, obligation and covenant as the case may be has been satisfied the Council shall as soon as practicable issue a certificate to such effect.

19. REGISTRATION OF THIS DEED

19.1 This Deed shall be registered as a local land charge in the register of local land charges maintained by the Council.

19.2 Following the performance and satisfaction of all obligations contained in this Deed the Council shall as soon as practicable effect the cancellation of all entries made in the register of local land charges maintained by the Council.

19.3 If the Application is refused or the Development Consent Order is not Commenced prior to its expiry or the circumstances in Clause 11.1 arise, the Council shall as soon as practicable effect the cancellation of all entries relating to this Deed made in the register of local land charges maintained by the Council.

20. POWERS OF THE COUNCIL

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

21. 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.

22. 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 shall not affect the validity or enforceability of the remaining provisions of this Deed.

23. INDEXATION

Each of the Financial Contributions, Contingency Funds, Funds, and Payments (the "sum") shall (unless otherwise stated in this Deed) be increased by applying to that sum the percentage increase in the Index from the quarter immediately preceding the date of this Deed until the quarterly Index figure for the quarter immediately preceding the Payment Date.

24. INTEREST

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

25. **VALUE ADDED TAX**

25.1 All payments made in accordance with the terms of this Deed shall be exclusive of any value added tax properly payable.

25.2 The Developer shall not be obliged to make any contribution towards the value added tax payable by the Council (the "**Relevant Party**") in respect of any works to be undertaken by the Relevant Party insofar as and to the extent that the amount of such value added tax is (by way of set-off or otherwise) recoverable by or reimbursable to the Relevant Party.

26. **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.

27. **JURISDICTION**

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

28. **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.

SCHEDULE 1 WELSH LANGUAGE AND CULTURE

"**Annual Welsh Language Report**" means the report on the effects on Welsh language and culture required to be produced in accordance with paragraph 1.11;

"**Community Translation Service Contribution**" means the sum of £250,000 (Two Hundred and Fifty Thousand Pounds) towards provision of community translation services in accordance with paragraph 6;

"**Immersion Episodes**" means the entry of any Workforce Children into a Welsh language immersion centre as set out in paragraph 3;

"**Polisi Iaith Gymraeg/Welsh Language Policy**" means the Developer's policy on Welsh language in respect of the Wylfa Newydd DCO Project established in accordance with paragraph 1.5;

"**Student Sponsorship Scheme**" means a scheme that provides for annual bursaries to Welsh speaking individuals who follow an undergraduate or post-graduate study in a subject that is required in the nuclear industry or meet a specific skills requirement for employment with the Developer and which shall also be open to non-Welsh speaking individuals who commit to learning Welsh to level 4 or above whilst following such undergraduate or post-graduate courses;

"**Welsh Language and Culture Engagement Group**" means the group established in accordance with paragraph 8;

"**Welsh Language and Culture Strategy**" means the strategy for Welsh language and culture mitigation and engagement measures in respect of the Wylfa Newydd DCO Project set out in paragraph 1;

"**Welsh Language Awareness Training**" means face-to-face training of the Workforce and operational workforce of the Wylfa Newydd DCO Project that adopts a critical approach to language awareness training incorporating an opportunity to consider personal attitudes and values concerning the Welsh language and culture, receiving factual information about the Welsh language and bilingualism/multilingualism and applying these to the workplace context in order to consider how to create a shift in favour of Welsh and bilingualism in terms of policy and strategic development or day-to-day language practices;

"**Welsh Language Education Contingency Fund**" means the sum of £1,500,000 (One Million Five Hundred Thousand Pounds) payable in accordance with paragraph 3;

"**Welsh Language Education Contribution**" means the total sum of £2,565,000 (Two Million Five Hundred and Sixty Five Thousand Pounds) towards funding Welsh language teaching capacity to operate in the KSA in accordance with paragraph 2;

"**Welsh Language Management Group**" means the internal group established within the Developer which shall promote the importance of the Welsh language and culture within the Developer's organisation in accordance with paragraph 1.4;

"Welsh Language Officer" means an FTE (or equivalent) officer or officers employed by the Council in accordance with paragraph 4;

"Welsh Language Officer Contribution" means the annual sum of £55,000 (Fifty Five Thousand Pounds) towards the provision of a Welsh Language Officer in accordance with paragraph 4;

"Welsh Language Skills Competency Framework and Assessment Tool" means the documents produced in accordance with paragraph 1.2;

"Welsh Language Skills Training Fund" means the fund of £600,000 (Six Hundred Thousand Pounds) payable in accordance with paragraph 5; and

"Welsh Language Training Schemes" means face-to-face and online training that develops the Welsh language ability of the Workforce and operational workforce of the Wylfa Newydd DCO Project ranging from Level 1 Basic Welsh Language Courtesy for all members of staff and Levels 2 to 5 in reading, writing, speaking and listening according to the Welsh language requirements of all other posts as defined by the Welsh Language Skills Competency Framework and Assessment Tool.

1. **Welsh Language and Culture Strategy**

1.1 The Welsh Language and Culture Strategy shall comprise the elements set out in this paragraph 1 and the Developer shall comply with such strategy and shall consult with the Council and other stakeholders to the extent specified below in delivering the Welsh Language and Culture Strategy.

1.2 **Welsh Language Skills Competency Framework and Assessment Tool**

1.2.1 Not less than 40 (forty) Working Days prior to anticipated Commencement the Developer shall submit the Welsh Language Skills Competency Framework and Assessment Tool to the Council and the Welsh Government for comment and the Developer shall have reasonable regard to comments received from the Council and/or the Welsh Government within not less than 20 Working Days prior to anticipated Commencement.

1.2.2 The Developer shall provide the final Welsh Language Skills Competency Framework and Assessment Tool to the Council and the Welsh Government prior to Commencement.

1.2.3 The Welsh Language Skills Competency Framework and Assessment Tool prepared by the Developer shall:

- (a) ensure that the Developer's language needs are identified;
- (b) ensure that the language skills and Welsh language requirements of the Workforce are identified (including Welsh essential roles); and
- (c) contain proposals and measures to maintain and increase the Workforce's Welsh language skills in order to meet the identified needs, and in this respect the Welsh Language Skills Competency Framework and Assessment Tool shall:

- (i) utilise the emerging Welsh Government Diagnostic Toolkit (being produced by the National Centre for Learning Welsh) or any successor toolkit;
- (ii) follow the Council's five-level workplace Welsh Language Skills Strategies document (or any equivalent successor document) which provides:

<p><i>0 No skill</i></p> <p><i>1 Able to conduct a general conversation (greetings, names, saying, place names)</i></p> <p><i>2 Able to answer simple enquiries involving work</i></p> <p><i>3 Able to converse with someone else, with some hesitancy, regarding routine work issues</i></p> <p><i>4 Able to speak the language in the majority of situations using some English words</i></p> <p><i>5 Fluent – able to conduct a conversation and answer questions, for an extended period of time</i></p>
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- (iii) identify job roles which require Welsh language skills and the skill level or range of levels required;
- (iv) 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; and
- (v) identify periodic timings for updates of the Welsh Language Skills Competency Framework and Assessment Tool, which shall be undertaken in consultation with the Council and the Welsh Government.

1.2.4 The Developer shall use the Welsh Language Skills Competency Framework and Assessment Tool to:

- (a) Enable it to assess the Welsh language skills requirements for job roles when developing construction and operational job profiles at Wylfa Newydd.
- (b) Record the level of Welsh language skills required for each post as part of the recruitment process and require inclusion of this information within the advertised job profile Provided That if a person is employed in each identified post without the required levels of Welsh language skills it shall be a condition of their employment contract that they will acquire the required level of Welsh language skills.

- (c) 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.
- (d) Guide recruitment and assist in the assessment of candidates for relevant roles and thereafter in such staff performance reviews.

1.2.5 The Developer shall thereafter implement the Welsh Language Skills Competency Framework and Assessment Tool as part of the Welsh Language and Culture Strategy and carry out the Development in accordance with the Welsh Language and Culture Strategy from Commencement until the end of the Operational Period (or as otherwise agreed in writing by the Council).

1.3 **Appointment of a Welsh Language and Culture Coordinator**

1.3.1 The Developer shall employ a FTE Welsh Language and Culture Coordinator for a continual period from Implementation until the end of the Operational Period (or such other time period agreed with the Council) whose role shall be:

- (a) For the duration of the Construction Period:
 - (i) to lead and coordinate the delivery of the Welsh Language and Culture Strategy;
 - (ii) to monitor the application and use of the Welsh Language Skills Competency Framework and Assessment Tool and recommend updates and improvements where appropriate;
 - (iii) to focus on the development and implementation of Welsh language and culture mitigation and enhancements;
 - (iv) to monitor, measure and evaluate language and culture related community benefit activities and associated mitigation measures;
 - (v) to sit on the Welsh Language Management Group;
 - (vi) to sit on and report to the Welsh Language and Culture Engagement Group;
 - (vii) to work closely with the Community Involvement Officers to deliver the Community Impact Joint Work Plan (as set out in Schedule 13); and
 - (viii) to assist the Council with the operation of the community translation service established in accordance with paragraph 6 below.

- (b) For the duration of the Operational Period:
 - (i) to contribute to annual reviews of the Polisi Iaith Gymraeg/Welsh Language Policy in accordance with paragraph 1.5.3(d) below;
 - (ii) to co-ordinate production of the Annual Welsh Language Report;
 - (iii) to liaise with external partners, including local authorities and the Welsh Government, on matters relating to the Welsh language; and
 - (iv) to otherwise promote support the use of the Welsh Language in relation to the Wylfa Newydd DCO Project.

1.3.2 The Parties agree 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 the effects of and enhancing the benefits of the Wylfa Newydd DCO Project on Welsh language and culture.

1.4 Establishment of a Welsh Language Management Group

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

- (a) provide internal oversight of the Developer's Welsh language commitments and performance including its Polisi Iaith Gymraeg /Welsh Language Policy; and
- (b) assist the Welsh Language and Culture Coordinator in the delivery of the Welsh Language and Culture Strategy.

1.4.2 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, Provided Always That such amended purpose and role shall be focused on ensuring and demonstrating the commitment of the Developer to mitigating the effects of and enhancing the benefits from the Wylfa Newydd DCO Project on Welsh language and culture.

1.5 Establishment of a Polisi Iaith Gymraeg/Welsh Language Policy

1.5.1 The Developer shall establish a Polisi Iaith Gymraeg/Welsh Language Policy prior to Commencement and shall provide a copy of such policy to the Council prior to Commencement.

1.5.2 The Polisi Iaith Gymraeg/Welsh Language Policy shall be prepared in accordance with good practice having regard to the Welsh Language Commissioners' guidance.

1.5.3 The Polisi Iaith Gymraeg/Welsh Language Policy shall set out the Developer's commitments to:

- (a) Communication, including:
 - (i) Details on what types of internal communications will be made available bilingually.
 - (ii) Ensuring that public-facing permanent and temporary signage on the Sites relating to the Wylfa Newydd DCO Project is bilingual (save where safety or other material considerations require that signage is in English only).
 - (iii) Operating a Welsh speaker badge scheme and requiring the use of reasonable endeavours to ensure that its contractors operate an equivalent scheme.
- (b) Training, including:
 - (i) Providing "face-to-face" Welsh language and culture awareness training to the Workforce as part of Induction in accordance with paragraph 1.6.2 below.
 - (ii) Establishing a Welsh language mentoring scheme for Welsh language learners.
 - (iii) Developing a programme of Welsh language training for the operational workforce staff where this is a relevant requirement within a job-role (as determined by the Welsh Language Skills Competency Framework and Assessment Tool established pursuant to paragraph 1.2.3(a)).
- (c) Linguistic courtesy measures, including requiring the Workforce to demonstrate linguistic courtesy and awareness of the Polisi Iaith Gymraeg/Welsh Language Policy.
- (d) Review, including:
 - (i) Requiring an annual review of the Polisi Iaith Gymraeg/Welsh Language Policy by the Developer to review its implementation and to respond to the demands of the Wylfa Newydd DCO Project in consultation with the Welsh Language and Culture Engagement Group and such updates shall be consistent with the Welsh Language and Culture Strategy in this paragraph 1 and shall continue to reflect the Developer's commitment to promoting and enhancing the Welsh language.

1.5.4 The Developer shall implement the Polisi Iaith Gymraeg/Welsh Language Policy from Commencement until the end of the Operational Period (or such other time period agreed with the Council).

1.6 Training Materials

1.6.1 The Developer will provide the Welsh Language and Culture Engagement Group with the proposed training materials and programmes required to be developed in accordance with paragraph 1.5.3(b) above:

- (a) prior to the first Induction in respect of paragraphs 1.5.3(b)(i) and 1.5.3(b)(ii) above; and
- (b) prior to the Operational Period in respect of paragraph 1.5.3(b)(iii) above,

and the Developer shall have regard to the Welsh Language and Culture Engagement Group's comments on those training materials and programmes in finalising the training materials and programmes.

1.6.2 As part of Induction for the Workforce, the Developer shall provide the Workforce with the following Welsh language materials:

- (a) Welsh language briefing packs and/or induction materials;
- (b) The 'Byw mewn gwlad ddwyieithog: Croeso i Gymru, Croeso i'r Gymraeg/Living in a bilingual nation: Welcome to Wales, Welcome to Welsh' Welsh language booklet (published by the Welsh Government, 2017) or any equivalent replacement document ("**Welsh Language Booklet**"); and
- (c) such other materials as agreed between the Developer and the Council.

1.6.3 The purpose of the information provided to contractors and the Workforce under paragraph 1.6.2 above shall be to raise awareness of and respect for the Welsh language and culture, and Welsh speaking among the Workforce.

1.7 Community Engagement

1.7.1 During the Construction Period the Developer shall circulate welcome packs (to be provided in a variety of languages) to the Workforce Dependants who move to the DCCZ where such welcome packs will provide information on local services and the community including:

- (a) the Welsh Language Booklet;
- (b) 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) or any equivalent replacement document;
- (c) contact details of the Community Involvement Officers including office hours, locations and contact phone numbers and/or email addresses; and
- (d) such other materials as may be agreed between the Developer and the Council.

1.8 Promotion of careers

1.8.1 From Commencement to the end of the Operational Period the Developer shall promote career opportunities at the Wylfa Newydd DCO Project by:

- (a) Distributing information on career opportunities at the Wylfa Newydd DCO Project with specific emphasis on the value of the Welsh language in job roles which the Developer has identified require Welsh language skills pursuant to the Welsh Language Skills Competency Framework and Assessment Tool to local communities and young people on a regular basis.
- (b) Developing role model activities and resources to encourage awareness of career opportunities within the community where:
 - (i) Welsh-speaking staff of the Developer (including Welsh learners) and local suppliers will be involved in such activities; and
 - (ii) staff and contractors will take part in various "role model" activities and resources such as case study video clips, written materials, and presentations in schools,

and where in each case activities and resources should typically be presented bilingually.

1.9 Recruitment

1.9.1 Recruitment shall be undertaken in accordance with the Welsh Language Skills Competency Framework and Assessment Tool.

1.9.2 Subject to paragraph 1.9.3, where the Developer notifies external vacancies to the Wylfa Newydd Employment and Skills Service in accordance with Schedule 4 it shall require that they are publicised in both Welsh and English.

1.9.3 Where the Developer or its contractors advertise external vacancies separately from the Wylfa Newydd Employment and Skills Service the Developer shall require that they are advertised in both Welsh and English through local and national recruitment channels that engage with a Welsh-speaking audience (which may include via Golwg, Safle Swyddi and community groups such as young farmers).

1.9.4 The Developer shall include at least one 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 and Provided Always That such a candidate is treated fairly and is not disadvantaged by electing to interview in Welsh.

1.10 Engagement with Contractors

- 1.10.1 Prior to contractors Commencing work on Sites the Developer shall provide its contractors with:
- (a) information on the Welsh Language and Culture Strategy and the contractors' role in delivering such policy and obligations including for example via their recruitment processes and internal and external communications;
 - (b) information on local suppliers including the Council's business database, other local authorities, North Wales Economic Ambition Board and the Welsh Government; and
 - (c) such other materials as may be agreed between the Developer and the Council.
- 1.10.2 The Developer shall include Welsh language information requirements as an agenda item for all relevant contractor meetings.
- 1.10.3 The Developer shall procure that its contractors shall inform and notify their employees who form part of the Workforce:
- (a) of the Polish Iaith Gymraeg/Welsh Language Policy;
 - (b) that the Wylfa Newydd DCO Project is located in an area where most of the population speak Welsh and that the Welsh language is being protected and promoted; and
 - (c) that there is Welsh language immersion within the education systems within Anglesey and Gwynedd for primary and secondary students.

1.11 Annual Welsh Language Report

- 1.11.1 The Developer shall, on the first anniversary of Implementation and annually thereafter for the duration of the Construction Period:
- (a) Provide all monitoring data undertaken or received by it pursuant to the Schedules of this Deed which is relevant to understanding the wider socio-economic effects of the Wylfa Newydd DCO Project on the Welsh language (as advised by the Welsh Language and Culture Engagement Group) to the Welsh Language and Culture Engagement Group.
 - (b) Report on the implementation and achievements of the Polisi Iaith Gymraeg/Welsh Language Policy (as a result of the annual review required in paragraph 1.5.3(d)(i) above).
- 1.11.2 The Welsh Language and Culture Engagement Group shall analyse that data and prepare an Annual Welsh Language Report which shall typically report on the impacts of the following on Welsh language and culture:
- (a) the accommodation location of the Workforce;

- (b) the number of Home Based Workforce and Non Home Based Workforce members;
 - (c) the percentages of Welsh speakers within each ward within the KSA based on Workforce numbers and the latest census data;
 - (d) displacement and homelessness;
 - (e) access to training and jobs;
 - (f) displacement within the employment sector; and
 - (g) the number of Workforce Children and impacts on school capacity.
- 1.11.3 The Annual Welsh Language Report shall be issued within two months of provision of the data provided pursuant to paragraph 1.11.1 above.
- 1.11.4 The Annual Welsh Language Report may include recommendations for the Developer, the Council and other members of the Welsh Language and Culture Engagement Group to implement alternative or revised forms of mitigation and the Developer and/or the Council shall implement those recommendations and work with the stakeholders to implement recommendations Provided That such alternative or revised mitigation shall be consistent with the mitigation set out in this Schedule and shall not require additional financial contributions or increased expenditure from the Developer.

2. Welsh Language Education Contribution

- 2.1 The Welsh Language Education Contribution shall be paid by the Developer to the Council as follows:
- 2.1.1 a payment of £1,200,000 (One Million Two Hundred Thousand Pounds) prior to Implementation;
 - 2.1.2 a payment of £800,000 (Eight Hundred Thousand Pounds) on the third anniversary of Implementation; and
 - 2.1.3 a payment of £565,000 (Five Hundred and Sixty Five Thousand Pounds) on the fifth anniversary of Implementation,
- and the Developer shall not Implement the Wylfa Newydd DCO Project until the first payment has been made.
- 2.2 The Council shall use the Welsh Language Education Contribution to fund the employment of teachers to support Welsh immersion education capacity within the Council's local authority boundary for the Workforce Children.
- 2.3 The Parties agree that the teachers shall operate from existing immersion centres for primary aged Workforce Children and at existing secondary schools for secondary aged Workforce Children in Anglesey Provided That one teacher shall be based in an existing facility in the Menai Bridge area and the Council will procure that such facility (and teaching staff) will accept Workforce Children residing in Gwynedd.

3. Welsh Language Education Contingency Fund

- 3.1 In the event that Immersion Episodes of Workforce Children exceed or are predicted to exceed (based on WAMS monitoring data pursuant to paragraph 3.2 below (where WAMS is defined in Schedule 5)) a pupil-to-teacher ratio in the Anglesey Welsh language immersion service provision of 8:1 (based on two intakes per year) the Developer shall make the contingency funding payments from the Welsh Language Education Contingency Fund as follows:
- 3.1.1 funding shall be paid at £40,000 (Forty Thousand Pounds) per FTE for an additional FTE teacher, or teachers if the ratios require more than one FTE.
 - 3.1.2 The funding shall be pro-rated on a 0.5 FTE basis (rounding upwards where 0.1-0.4 lead to 0.5 FTE funding, and 0.6 to 0.9 lead to one FTE funding).
 - 3.1.3 An additional £10,000 (Ten Thousand Pounds) per FTE shall be paid for additional training work alongside the £40,000 (Forty Thousand Pounds) per FTE (being £5,000 (Five Thousand Pounds) for training and £20,000 (Twenty Thousand Pounds) for teaching costs respectively if it is a 0.5 FTE increase).
- 3.2 The monitoring for release of, and the actual release of, the Welsh Language Education Contingency Fund shall be undertaken as follows:
- 3.2.1 The Developer shall monitor the number of Workforce Children where that information is collected via the WAMS in accordance with this Schedule and Schedule 5.
 - 3.2.2 The Council shall monitor and report on Immersion Episodes by Workforce Children and the pupil-to-teacher ratio.
 - 3.2.3 The Council shall work with Gwynedd Council and shall use reasonable endeavours to ensure that Gwynedd Council monitors and reports on Immersion Episodes by Workforce Children and the pupil-to-teacher ratio.
 - 3.2.4 The Council and the Developer shall share reporting with the Welsh Language and Culture Engagement Group at least on a quarterly basis, in a form to be agreed with the Welsh Language and Culture Engagement Group.
 - 3.2.5 Where the monitoring and reporting pursuant to paragraphs 3.2.1 to 3.2.4 shows that Immersion Episodes (cumulatively in Anglesey and Gwynedd) exceed the pupil to teacher ratio in paragraph 3.1 above the Welsh Language and Culture Engagement Group shall notify the Council on the expenditure required from the Welsh Language Education Contingency Fund in order to rebalance the pupil-to-teacher ratios in the locations affected, including where that may occur in Gwynedd, and which may include employment of peripatetic teacher resource operating across Anglesey and Gwynedd.
 - 3.2.6 The Council shall notify the Developer of the quantum required pursuant to paragraph 3.2.5 above and the date for such payment to be made to the Council (such date not to be less than ten Working Days from the date of the notice) and

the Developer shall make the payment to the Council and the Council shall make onwards payments pursuant to paragraph 3.2.5 above (where the beneficiary is not the Council) save where prior to the date set out in this paragraph 3.2.6 when payment is due the Developer or the Council engages Clause 12 (Disputes).

- 3.2.7 The Council shall apply or require the application of the released contingency funding in accordance with the Welsh Language and Culture Engagement Group notice pursuant to paragraph 3.2.5.
- 3.3 The Welsh Language and Culture Engagement Group may direct release of funds from the Welsh Language Education Contingency Fund to Gwynedd Council where Gwynedd Council provides sufficient evidence to the Welsh Language and Culture Engagement Group of reasonable transportation costs of Workforce Children residing in Gwynedd and attending immersion centres in Anglesey.
- 3.4 Release of funds from the Welsh Language Education Contingency Fund shall close five years from the end of the Construction Period.
- 3.5 Nothing in this paragraph 3 shall require funding which exceeds the Welsh Language Education (Contingency) Fund.

4. **Welsh Language Officer**

- 4.1 The Welsh Language Officer Contribution shall be paid by the Developer to the Council in the following instalments:
 - 4.1.1 the first annual payment of £55,000 (Fifty Five Thousand Pounds) shall be paid prior to Implementation; and
 - 4.1.2 the second and subsequent payments each of £55,000 (Fifty Five Thousand Pounds) shall be paid annually on the anniversary of Implementation thereafter for the duration of the Construction Period,

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

- 4.2 The Council shall apply the Welsh Language Officer Contribution for employing a Welsh Language Officer to deliver the matters set out at paragraph 4.3 below.
- 4.3 The Welsh Language Officer shall:
 - 4.3.1 deliver community language services and the development of appropriate training materials to support the integration of incomers and develop capacity in the local community;
 - 4.3.2 work closely with the Community Involvement Officers to deliver the Community Impact Joint Work Plan (as set out in Schedule 13);
 - 4.3.3 lead on the production of the Annual Welsh Language Report in accordance with paragraph 1.11 above;

- 4.3.4 proactively work with Welsh language and education officers in Gwynedd Council and the Welsh Government;
- 4.3.5 lead on the collection of community profile data on Welsh language skills to establish a baseline profile and thereafter ongoing impact monitoring data on Welsh language skills throughout the Construction Period; and
- 4.3.6 proactively work with the Welsh Language and Culture Co-ordinator (appointed in accordance with paragraph 1.3).

5. Welsh Language Skills Training Fund

5.1 The Welsh Language Skills Training Fund shall be paid by the Developer to the Council as follows:

- 5.1.1 the first payment of £300,000 (Three Hundred Thousand Pounds) shall be paid prior to Implementation; and
- 5.1.2 the second payment of £300,000 (Three Hundred Thousand Pounds) shall be paid on the second anniversary of Implementation,

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

5.2 The Welsh Language Skills Training Fund shall be applied by the Council in consultation with the Welsh Language and Culture Engagement Group for the following purposes:

- 5.2.1 a Student Sponsorship Scheme.
- 5.2.2 Welsh Language Awareness Training.
- 5.2.3 Welsh Language Training Schemes.
- 5.2.4 Funding delivery of community language services and the development of appropriate training materials to support the integration of incomers and develop capacity in the local community.

5.3 The Council shall report quarterly on expenditure of the Welsh Language Skills Training Fund to the Welsh Language and Culture Engagement Group and shall seek to allocate the entirety of the Fund prior to the end of the Construction Period.

6. Community Translation

6.1 The Community Translation Service Contribution shall be paid by the Developer to the Council prior to Implementation and the Developer shall not Implement the Wylfa Newydd DCO Project until such payment has been made.

6.2 The Council shall apply the Community Translation Service Contribution to establishing and funding for the duration of the Construction Period and for the first two years of the Operational Period a community translation service which shall serve local community groups to enable better engagement with the Wylfa Newydd DCO

Project and the Workforce for example by providing simultaneous translation facilities for community groups engaging on the Wylfa Newydd DCO Project and engaging with the Workforce and/or for the benefit of community groups who operate through the medium of Welsh to enable the workforce to participate in such groups.

7. Monitoring for Welsh language skills under the Worker Accommodation Management Service

7.1 The Developer shall collect aggregate and anonymised data on the Workforce Dependants through the Workforce Accommodation Management Service (as established pursuant to Schedule 5) who move to the DCCZ which shall include (where available and subject always to compliance with Data Protection Legislation):

7.1.1 the locations where Workforce Dependants are living;

7.1.2 the Welsh language skills of those members of the Workforce and the Workforce Dependants; and

7.1.3 the number of Workforce Children and their ages.

7.2 This data shall be provided to the Welsh Language and Culture Engagement Group quarterly from Implementation.

8. Welsh Language and Culture Engagement Group

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

8.2 The Council and the Developer agree that:

8.2.1 the Council and the Developer shall actively participate in and maintain the Welsh Language and Culture Engagement Group from Implementation for the duration of the Construction Period Provided That the Welsh Language and Culture Engagement Group shall have an ad hoc role in respect of allocation of the Welsh Language Education Contingency Fund for the five years following the end of the Construction Period;

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

8.2.3 the Developer shall fund an independent chair (to be jointly selected by the Developer and the Council) and associated administration and support costs.

8.3 If following invitation the Welsh Government and/or Gwynedd Council, and/or Menter Mon, and/or Llais Ni decline to respond to or participate in the Welsh Language and Culture Engagement Group then the Welsh Language and Culture Engagement Group shall consist of the Developer and the Council and such of the Welsh Government, Gwynedd Council, Menter Mon, and Llais Ni which elect to participate.

8.4 The Parties agree that the duties and responsibilities of the Welsh Language and Culture Engagement Group shall be:

- 8.4.1 to monitor the implementation of the Welsh Language and Culture Strategy as set out in paragraph 1 above;
 - 8.4.2 to review monitoring returns provided to it in accordance with paragraphs 1.11, 3 and 7 above;
 - 8.4.3 to input into the Annual Welsh Language Report in accordance with paragraph 1.11 above;
 - 8.4.4 to allocate the Welsh Language Education Contingency Fund in accordance with paragraph 3 above;
 - 8.4.5 act as a consultee on allocation of the Welsh Language Skills Training Fund; and
 - 8.4.6 to feed back to the Parties any issues relating to Welsh language and culture as seen from the representatives' areas of expertise.
- 8.5 The Welsh Language and Culture Engagement Group shall meet quarterly from Implementation unless otherwise agreed by a majority of the Welsh Language and Culture Engagement Group.
- 8.6 The first meeting of the Welsh Language and Culture Engagement Group shall include an agenda item to agree terms of reference for the operation of the Welsh Language and Culture Engagement Group which must be in accordance with the planning obligations set out in this Schedule 1.
- 8.7 The Parties agree that relevant aspects of the reporting undertaken pursuant to paragraphs 1, 2 and 3 above may be shared by the Welsh Language and Culture Engagement Group with local authorities, and education and early years providers including Mudiad Meithrin (Welsh-medium early years representative body), Menter Iaith Môn and Grŵp Llandrillo-Menai (subject always to compliance with Data Protection Legislation) and undertake to maintain ongoing dialogue with these bodies to understand and where relevant mitigate the inflow of pre-school age children on local Welsh-medium provision.

SCHEDULE 2 LEISURE

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

"Leisure Contributions" means the Leisure (Indoor Sports Halls) Contribution, the Leisure (Outdoor Facilities) Contribution and the Leisure (Swimming Facilities) Contribution;

"Leisure (Indoor Sports Halls) Contribution" means the sum of £2,100,000 (Two Million One Hundred Thousand Pounds) payable in accordance with paragraph 1.1;

"Leisure (Outdoor Facilities) Contribution" means the sum of £260,000 (Two Hundred and Sixty Thousand Pounds) payable in accordance with paragraph 1.1; and

"Leisure (Swimming Facilities) Contribution" means the sum of £1,500,000 (One Million Five Hundred Thousand Pounds) payable in accordance with paragraph 1.1.

1. Leisure Contributions

1.1 The following contributions shall be paid by the Developer to the Council on the first anniversary following Implementation and the Developer covenants not to further Implement the Wylfa Newydd DCO Project until these contributions have been paid:

1.1.1 the Leisure (Indoor Sports Halls) Contribution;

1.1.2 the Leisure (Outdoor Facilities) Contribution; and

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 (and/or such other Leisure Centres as the Council considers appropriate based on the known Workforce accommodation distribution) within 18 (eighteen) months of receipt of the Leisure (Indoor Sports Halls) Contribution;

1.2.2 improve and expand the car parking facilities and reception area at Amlwch Leisure Centre (and/or such other Leisure Centres as the Council considers appropriate based on the known Workforce accommodation distribution) within 18 months of receipt of the Leisure (Indoor Sports Halls) Contribution; and

1.2.3 from Implementation monitor usage of the indoor sports facilities at the Leisure Centres to obtain monitoring data on the usage profile of indoor sports facilities at the Leisure Centres including for example:

(a) daily use, peak and off-peak usage, and hourly usage figures; and

- (b) such other matters as may be agreed between the Council and the Developer which will enable an understanding of the impacts of the Workforce on the Leisure Centres.

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

1.3.1 upgrade the existing outdoor multi use games areas at Amlwch Leisure Centre and/or Holyhead Leisure Centre (and/or such other Leisure Centres as the Council considers appropriate based on the known Workforce accommodation distribution) 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 (and/or such other Leisure Centres as the Council considers appropriate based on the Workforce accommodation distribution) to enable the provision of data which sets out the usage profile of these leisure centres including for example:

- (a) daily use, peak and off-peak usage, and hourly usage figures; and
- (b) such other matters as may be agreed between the Council and the Developer which will enable an understanding 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 (eighteen) months of receipt of the Leisure (Swimming Facilities) Contribution; and

1.4.2 from Implementation monitor usage of the swimming facilities at Amlwch Leisure Centre to enable the provision of data which sets out the usage profile of these facilities including for example:

- (a) daily use, peak and off-peak usage, and hourly usage figures; and
- (b) such other matters as may be agreed between the Council and the Developer which will enable an understanding of the impacts of the Wylfa Newydd DCO Project on the Leisure Centres.

2. **Alternative expenditure of the Leisure Contributions**

2.1 In the event that prior to Implementation the Council notifies the Developer that it intends to promote a redevelopment or rebuild of the Amlwch Leisure Centre the Council and the Developer shall meet and agree whether the Leisure Contributions shall be expended:

2.1.1 as set out in paragraph 1 above; or

- 2.1.2 towards delivery of a redeveloped or rebuilt Amlwch Leisure Centre and the timing for delivery of such facility.
- 2.2 In reaching a decision pursuant to paragraph 2.1 the Council and Developer agree that the purpose of the Leisure Contributions is to mitigate the effects of the Workforce using the Leisure Centres and therefore the timing of the redevelopment or rebuilding of the Amlwch Leisure Centre shall be a determining factor in reaching agreement and Provided That where no agreement is reached prior to Implementation:
- 2.2.1 the Leisure Contributions shall be expended in accordance with paragraph 1 (subject to an alternative agreement pursuant to paragraph 2.3); and
- 2.2.2 for the avoidance of doubt, the Developer shall be entitled to pay the Leisure Contributions in accordance with paragraph 1 to release its obligations.
- 2.3 Following payment of the Leisure Contributions in accordance with paragraph 1, the Developer may agree to extend the discussion period as regards the Council's expenditure of the Leisure Contributions for a maximum period of six months following Implementation Provided That if the Developer and the Council have not agreed an alternative delivery pursuant to paragraph 2.1.2 within that time period the Leisure Contributions shall be expended in accordance with paragraph 1 and Clause 12 (Disputes) will not apply.
3. **Leisure Monitoring**
- 3.1 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 for the duration of the Construction Period (or such other time period agreed with the Developer).

SCHEDULE 3 TOURISM AND PUBLIC RIGHTS OF WAY

"Copper Trail (Signage) Contribution" means a contribution of £65,000 (Sixty Five Thousand Pounds) payable in accordance with paragraph 8;

"Copper Trail (Sustrans) Contribution" means a contribution of £10,000 (Ten Thousand Pounds) payable in accordance with paragraph 8;

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

"PRoW Capital and Maintenance Contribution" means a contribution of £300,000 (Three Hundred Thousand Pounds) payable in accordance with paragraph 7;

"PRoW Network" means PRoW which:

- (a) are in the vicinity of the Site or Offsite Power Station Facilities Site;
- (b) adjoin the A5025 between Valley and Tregele; or
- (c) comprise a section of the Wales Coast Path at any location on Anglesey;

"STEAM" means the tourism economic impact model;

"Tourism Action Plan" means an overarching strategy and action plan to be produced in accordance with paragraph 1;

"Tourism Contribution" means a contribution of £5,500,000 (Five Million Five Hundred Thousand Pounds) payable in accordance with paragraph 3;

"Tourism Officer" means a qualified and experienced tourism officer employed or contracted by the Council in accordance with paragraph 2;

"Tourism Officer Contribution" means a contribution of £50,909 (Fifty Thousand Nine Hundred and Nine Pounds) payable annually in accordance with paragraph 2;

"Tourism WG Contribution" means a contribution of £20,000 (Twenty Thousand Pounds) payable annually in accordance with paragraph 4;

"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 comply with the Welsh Government's Visit Wales Visitor Attraction Quality Scheme and 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;

"Visitor Centre Interim Payment" means the sum of £50,000 (Fifty Thousand Pounds) payable in the circumstances set out paragraph 5;

"Visitor Centre Payment" means the sum of £3,500,000 (Three Million Five Hundred Thousand Pounds) payable in circumstances set out paragraph 5;

"Wales Coast Path" means the Anglesey coastal path which is 130 miles long and falls within a designated Area of Outstanding Natural Beauty which covers 95% of the Anglesey coast and passes through landscape that includes a mixture of farmland, coastal heath, dunes, salt-marsh, foreshore, cliffs and small pockets of woodland and includes a National Nature Reserve;

"Wales Coast Path Capital and Maintenance Contribution" means a contribution of £300,000 (Three Hundred Thousand Pounds) payable in accordance with paragraph 8; and

"Wales Tourism Surveys" means the Welsh Government's Tourism Barometer Survey, Wales Visitor Survey, and the Wales Tourism Accommodation Occupancy Survey (or equivalent replacement surveys) undertaken by the Welsh Government.

1. **Tourism Action Plan**

1.1 Prior to Implementation the Council (through the Tourism Officer) shall prepare in consultation with the Welsh Government, Gwynedd Council, Destination Anglesey Partnership, and the Developer a Tourism Action Plan which will identify local and strategic opportunities and actions to:

- 1.1.1 safeguard and enhance the image and perception of the north of Anglesey as a visitor destination;
- 1.1.2 enhance and develop new products, tourism routes and experiences to ensure a robust visitor economy;
- 1.1.3 deliver a programme of measures and/or works to attract greater visitor numbers to the north of Anglesey;
- 1.1.4 manage and collate relevant monitoring data 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 share that data with the Welsh Government, Gwynedd Council, Destination Anglesey Partnership and the Developer not less than annually from Implementation;
- 1.1.5 liaise with Gwynedd Council and the Welsh Government where appropriate for joint tourism promotion initiatives;
- 1.1.6 ensure allocation of spending of the Tourism Contribution for the measures set out in the Tourism Action Plan;
- 1.1.7 provide for updating of the Tourism Action Plan; and
- 1.1.8 undertake other such matters as agreed between the Council and the Developer which promote or support Anglesey as a tourist destination.

- 1.2 The Tourism Action Plan shall cover the period from Implementation until two years after the end of the Construction Period.
- 1.3 The Parties agree that the Tourism Action Plan shall not require additional financial contributions or expenditure from the Developer in addition to the contributions committed to in this Schedule.
- 1.4 The Council shall:
 - 1.4.1 publish the Tourism Action Plan (as it may be updated from time to time); and
 - 1.4.2 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 shall be paid by the Developer to the Council in the following instalments:
 - 2.1.1 the first annual payment of £50,909 (Fifty Thousand Nine Hundred and Nine Pounds) shall be paid prior to Implementation; and
 - 2.1.2 subsequent annual payments each of £50,909 (Fifty Thousand Nine Hundred and Nine Pounds) shall be paid annually on the anniversary of Implementation thereafter for the duration of the Construction Period and for the first two years of the Operational Period,and the Developer agrees not to Implement the Wylfa Newydd DCO Project until the first Tourism Officer Contribution payment has been made to the Council.
- 2.2 The Council shall use the Tourism Officer Contribution to fund a Tourism Officer from Implementation for the duration of the Construction Period and the first two years of the Operational Period.
- 2.3 The Tourism Officer will:
 - 2.3.1 coordinate and deliver the Tourism Action Plan;
 - 2.3.2 provide strategic leadership to implement and deliver the Tourism Action Plan;
 - 2.3.3 liaise with the tourism sector on Anglesey to monitor the effects of the Wylfa Newydd DCO Project;
 - 2.3.4 work with the Accommodation Officers (as defined in Schedule 5) to monitor the effects of the Wylfa Newydd DCO Project on the tourist accommodation sector;
 - 2.3.5 support and coordinate Local Businesses primarily engaged with the tourism industry in Anglesey to adapt to the impacts from the Wylfa Newydd DCO Project; and

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

3. Tourism Contribution

- 3.1 The Tourism Contribution shall be paid by the Developer to the Council in the following instalments:

- 3.1.1 a payment of £2,475,000 (Two Million Four Hundred and Seventy Five Thousand Pounds) prior to Implementation;

- 3.1.2 a payment of £2,200,000 (Two Million Two Hundred Thousand Pounds) on the third anniversary of Implementation; and

- 3.1.3 a payment of £825,000 (Eight Hundred and Twenty Five Thousand Pounds) on the fifth anniversary of Implementation,

and the Developer agrees not to Implement the Development until the first Tourism Contribution payment has been made to the Council.

- 3.2 The Tourism Contribution shall be applied by the Council to:

- 3.2.1 fund and deliver the actions, mitigation, proposals, and enhancements identified in the Tourism Action Plan;

- 3.2.2 periodically review and update the Tourism Action Plan in consultation with the Welsh Government, Gwynedd Council, Destination Anglesey Partnership, and the Developer; and

- 3.2.3 undertake other such matters as agreed between the Council and the Developer which promote or support Anglesey as a tourist destination.

4. Tourism WG Contribution

- 4.1 The Tourism WG Contribution shall be paid by the Developer to the Council 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.

- 4.2 The Tourism WG Contribution shall be paid in the following instalments:

- 4.2.1 the first payment shall be paid prior to Implementation; and

- 4.2.2 subsequent payments shall be paid:

- (a) annually on the anniversary of Implementation for the Construction Period; and thereafter

- (b) annually for a period of four years from the Commencement of Operation of Unit 2,

and the Developer shall not Implement the Wylfa Newydd DCO Project until the first payment has been paid to the Council.

5. Visitor Centre

5.1 Making an application for planning permission

5.1.1 The Developer shall, following pre-application consultation with the Council and using reasonable skill and care use reasonable endeavours to 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 Provided That if no application has been made within six months of Implementation the Developer shall be entitled to elect to pay to the Council the Visitor Centre Payment or seek to agree an alternative time period for submission of the planning application for the Visitor Centre with the Council (and subject to the longstop date referred to in paragraph 5.2.1 below) and where the Parties recognise that the objective is to enable the delivery of a Visitor Centre as soon as possible following Implementation.

5.2 No application for planning permission

5.2.1 If after 48 (forty eight) months from Implementation (and no alternative delivery time frame for such application has been agreed in writing by the Developer and the Council) (the "**longstop date**") no planning permission for the Visitor Centre has been applied for then the Developer shall pay to the Council the Visitor Centre Payment (unless otherwise agreed in writing by the Parties) and shall thereafter be released from all obligations in this paragraph 5.

5.3 Obtaining a planning permission

5.3.1 Following an application being made pursuant to paragraph 5.1.1 above the Developer shall use reasonable endeavours to expeditiously obtain a planning permission for the Visitor Centre.

5.3.2 If the Council indicates that the application for the Visitor Centre is likely to be refused or is refused by the Council, the Developer will, to the extent reasonably practicable, submit amendments to the application in order to address the reasons for refusal and will progress such an amended application in order to secure planning permission for the Visitor Centre.

5.3.3 If a planning permission granted for the Visitor Centre is challenged by way of a claim for judicial review, the Developer and the Council will meet within ten Working Days to agree the process and actions in respect of that challenge where both parties recognise that they wish to see delivery of a Visitor Centre.

5.3.4 If despite complying with its obligations in paragraphs 5.3.1 to 5.3.3 above the Developer is unable to obtain a planning permission for the Visitor Centre within 24 (twenty four) months from the first application for planning permission (or such other date agreed with the Council in writing) the Developer shall (unless otherwise agreed in writing) either:

- (a) pay to the Council the Visitor Centre Payment, and shall thereafter be released from all obligations in this paragraph 5; or
- (b) where the Developer and the Council agree that there is a reasonable prospect of obtaining a planning permission for the Visitor Centre within a timescale which is acceptable to the Council and the Developer, pay to the Council the Visitor Centre Interim Payment annually (on a prorated basis where required) until the Visitor Centre is opened.

5.4 Implementation of planning permission

5.4.1 Where planning permission for the Visitor Centre has been obtained the Developer shall (subject to paragraph 5.4.2 below) implement such planning permission in order to target opening of the Visitor Centre within 24 (twenty four) months from the grant of planning permission authorising the development of the Visitor Centre.

5.4.2 If despite obtaining planning permission that permission has not been implemented within 12 (twelve) months of grant of such permission and Provided That the grant is not challenged (or such other period as agreed in writing between the Parties) the Developer shall pay to the Council the Visitor Centre Payment and shall thereafter be released from all obligations in this paragraph 5.

5.5 Opening the Visitor Centre

5.5.1 If following implementation of the planning permission for the Visitor Centre:

- (a) the Visitor Centre has not been opened within 24 (twenty four) months, the Developer shall subject to paragraph 5.5.1(b) pay to the Council the Visitor Centre Interim Payment (or a prorated portion thereof) until the Visitor Centre is opened; and
- (b) the Visitor Centre has not opened within 24 (twenty four) months and there is no reasonable prospect of the Visitor Centre being opened within 36 (thirty six) months of implementation of the planning permission for the Visitor Centre (in the reasonable view of the Council in consultation with the Developer), the Developer shall pay to the Council the Visitor Centre Payment (unless otherwise agreed in writing) and shall thereafter be released from all obligations in this paragraph 5.

5.6 Design of the Visitor Centre

5.6.1 The Developer shall as part of the Visitor Centre site selection and design process consider and aim to:

- (a) include a viewing area/facilities for viewing the WNDA; and
- (b) include opportunities to link the Visitor Centre to the PRow Network.

6. Construction Site information boards

- 6.1 From Implementation until (unless otherwise agreed) the earlier of either the delivery of the Visitor Centre or the payment of the Visitor Centre Payment the Developer shall (after first consulting with the Council in relation to the location of such information boards) erect information boards on publicly accessible areas of land around the Site (which may include the Site) which provide an overview of the Wylfa Newydd DCO Project construction process and an explanation of the construction works to occur during the Construction Period.

7. PRoW Capital and Maintenance Contribution

- 7.1 The Developer shall pay the PRoW Capital and Maintenance Contribution to the Council prior to Implementation and the Developer covenants that it will not Implement the Wylfa Newydd DCO Project until this contribution has been paid to the Council.
- 7.2 The Council shall apply the PRoW Capital and Maintenance Contribution to implementing improvements to the PRoW Network including:
- 7.2.1 undertaking a condition and accessibility survey of the local PRoW Network; creating new PRoW and upgrading existing PRoW;
 - 7.2.2 installing information/interpretation boards on or near the PRoW Network which give information about the local area including its history and ecology;
 - 7.2.3 additional signage and directional signage for the PRoW Network;
 - 7.2.4 additional signage for nature trails;
 - 7.2.5 benches; and
 - 7.2.6 maintenance of the PRoW Network and other matters which will improve the PRoW Network as agreed between the Parties.

8. Copper Trail Contributions

- 8.1 The Developer shall pay the Copper Trail (Signage) Contribution and the Copper Trail (Sustrans) Contribution to the Council prior to Implementation and the Developer covenants that it will not Implement the Wylfa Newydd DCO Project until these contributions have been paid to the Council.
- 8.2 The Council shall apply the Copper Trail (Signage) Contribution to 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 as soon as reasonably practicable following the opening of the revised Copper Trail.
- 8.3 In respect of any funds not spent under paragraph 8.2 above, the Council shall apply the remainder of the Copper Trail (Signage) Contribution to:
- 8.3.1 improve the signage of the Copper Trail at other locations along its route;

- 8.3.2 improve other cycle signage in the vicinity of the Wylfa Newydd DCO Project with a focus on the area between Cemlyn Bay and Llanfechell; and
- 8.3.3 undertake other Copper Trail related marketing and promotional events or Copper Trail related minor enhancement works.
- 8.4 The Council shall (subject to Clause 7) pay Sustrans (or an equivalent successor body) the Copper Trail (Sustrans) Contribution 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 (five hundred) 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 cycle routes on Anglesey.
- 9. Wales Coast Path**
- 9.1 The Developer shall pay the Wales Coast Path Capital and Maintenance Contribution to the Council prior to Implementation and the Developer covenants that it will not Implement the Wylfa Newydd DCO Project until this contribution has been paid to the Council.
- 9.2 The Council shall apply the Wales Coast Path Capital and Maintenance Contribution towards compensation measures for the temporary loss and diversion of the Wales Coast Path which may include: improving accessibility to and promotion of the Wales Coast Path; installing information/interpretation boards on or near the Wales Coast Path which give information about the local area including its history and ecology; additional signage and directional signage for the Wales Coast Path; and other matters which will improve the Wales Coast Path as agreed between the Parties.
- 9.3 The Developer shall pay the Wales Coast Path Capital and Maintenance Contribution to the Council on Implementation and the Developer covenants that it will not Implement the Wylfa Newydd DCO Project until this contribution has been paid to the Council.

SCHEDULE 4
EMPLOYMENT AND SKILLS SERVICE AND SUPPLY CHAIN

"Economic Development Officer" means officer(s) employed by the Council in accordance with paragraph 11;

"Economic Development Officer Contribution" means the sum of £80,000 (Eighty Thousand Pounds) towards the provision of up to two Economic Development Officers in accordance with paragraph 11;

"Jobs and Skills (Contingency) Fund" means a total fund of £2,000,000 (Two Million Pounds) payable in accordance with paragraph 5;

"Jobs and Skills (Economic Inactivity) Contribution" means a total of £3,000,000 (Three Million Pounds) payable in accordance with paragraph 4.1;

"Jobs and Skills Engagement Group" means the group established in accordance with paragraph 6;

"Jobs and Skills Implementation Plan" means the implementation plan to increase skills relevant to the Wylfa Newydd DCO Project which is to be developed and updated from time to time in accordance with paragraph 2 and which is intended to maximise the numbers of the Home Based Workforce;

"Jobs and Skills (Post-16) Contribution" means a total of £7,000,000 (Seven Million Pounds) payable in accordance with paragraph 4.3;

"Jobs and Skills Workforce Planning Contribution" means a total of £100,000 (One Hundred Thousand Pounds) payable in accordance with paragraph 4.4;

"Supply Chain Action Plan" means the action plan to be developed in accordance with paragraph 7.3 and amended and updated from time to time and which is intended to maximise local supplier engagement in the supply chain for the Wylfa Newydd DCO Project;

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

"Technical Apprenticeship Scheme" means a three-year programme which covers the engineering disciplines of: mechanical; electrical; control and instrumentation and electronics and programming, to achieve the guideline skillset set out in Annex 2 to this Schedule. The scheme will comprise a mixture of classroom theory lessons and practical work and may include work placement arranged by the Developer with suitable industry partners;

"WNESS Terms of Reference" means the terms of reference for the Wylfa Newydd Employment and Skills Service to be agreed between the Council and the Developer and a draft of which is at Annex 1 to this Schedule 4; and

"Wylfa Newydd Employment and Skills Service" or **"WNESS"** means the collaborative service 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 as set out in paragraph 1.

1. Wylfa Newydd Employment and Skills Service

- 1.1 The Developer shall submit terms of reference for the WNESS (which shall be in general accordance with the draft WNESS Terms of Reference and which shall deliver the aims set out in paragraph 1.5 below) to the Council 12 (twelve) months prior to anticipated Implementation and the Council and the Developer will expeditiously progress development of the WNESS Terms of Reference to achieve terms of reference for the WNESS as soon as possible prior to Implementation Provided That where there is no written confirmation of approval of terms of reference for the WNESS at Implementation Clause 12 (Disputes) shall be triggered and an Expert (as defined in that Clause) appointed to determine appropriate terms of reference for the WNESS and the Developer shall be permitted to Implement the Wylfa Newydd DCO Project in advance of a determination under Clause 12).
- 1.2 From Implementation the Developer and the Council agree to establish the WNESS in accordance with the WNESS Terms of Reference agreed or determined in accordance with paragraph 1.1 above.
- 1.3 The WNESS shall be comprised of a representative from each of the Developer, Grŵp Llandrillo Menai, Welsh Government, the Department of Work and Pensions Wales, the Council and the North Wales Economic Ambition Board/Regional Skills Partnership (or successor bodies thereto).
- 1.4 If following the date of this Deed any of Grŵp Llandrillo Menai, the Welsh Government, the Department of Work and Pensions Wales, or the North Wales Economic Ambition Board/Regional Skills Partnership (or successor bodies thereto) decline to participate in the WNESS then the WNESS shall consist of the Council, the Developer and such of Grŵp Llandrillo Menai, the Welsh Government, the Department of Work and Pensions Wales, and the North Wales Economic Ambition Board/Regional Skills Partnership (or successor bodies thereto) which have elected to participate.
- 1.5 The Developer and the Council agree that the purpose of the WNESS is to seek to:
 - 1.5.1 ensure the best/most suitable people are able to work on the Wylfa Newydd DCO Project and that it benefits local residents as a result;
 - 1.5.2 provide a point of access into the Wylfa Newydd DCO Project for local people (including people who have moved away and want to return) seeking work or apprenticeships;
 - 1.5.3 support any employers who lose employees to the Wylfa Newydd DCO Project to backfill their roles; and
 - 1.5.4 guide the provision of training to support these aims.
- 1.6 The Developer shall support the WNESS for the duration of the Construction Period in accordance with its obligations set out in the WNESS Terms of Reference including by:

- 1.6.1 notifying external job vacancies in relation to the Wylfa Newydd DCO Project to the WNESS;
- 1.6.2 complying with the following general protocol (and using reasonable endeavours to ensure its contractors do the same) of granting a period of exclusivity of up to five Working Days to the WNESS except where:
 - (a) there is no realistic prospect of the WNESS being able to fill that vacancy (as advised by the WNESS from its register of prospective workers);
 - (b) the vacancy needs to be filled within less than five days; and/or
 - (c) exceptionally, where the Wylfa Newydd DCO Project needs or operational reasons dictate otherwise,

and the Developer shall report quarterly to the Jobs and Skills Engagement Group of the number of jobs advertised falling into categories (a) to (c) above.
- 1.6.3 Providing two members of staff to support the operation of the WNESS for the duration of the Construction Period;
- 1.6.4 providing regular updates to the WNESS of its forecasts for future skills needs for the Wylfa Newydd DCO Project; and
- 1.6.5 providing space within its offices on Anglesey for the WNESS to operate from and from which to run classroom based learning.
- 1.7 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:
 - 1.7.1 monitoring the implementation and operation of this Schedule;
 - 1.7.2 providing publicly available labour market data and other reasonably available labour-related intelligence to the WNESS;
 - 1.7.3 establishing and promoting an "apprenticeships expression of interest register" where people living within the DCCZ who are interested in participating in the Technical Apprenticeship Scheme and/or construction apprenticeships on the Wylfa Newydd DCO Project can register such interest; and
 - 1.7.4 briefing councillors, businesses and local residents of the existence and purpose of the WNESS.

2. **Jobs and Skills Implementation Plan**

- 2.1 The Developer shall submit the Jobs and Skills Implementation Plan to the Council and the Welsh Government 12 (twelve) months prior to anticipated Implementation and the Council and the Developer will work with the Welsh Government to expeditiously progress development of the Jobs and Skills Implementation Plan to achieve an agreed Jobs and Skills Implementation Plan with the Council and the Welsh Government as

soon as possible prior to Implementation Provided That where there is no written confirmation of approval of the Jobs and Skills Implementation Plan from each of the Council and the Welsh Government at Implementation Clause 12 (Disputes) shall be triggered and an Expert (as defined in that Clause) appointed to determine an appropriate Jobs and Skills Implementation Plan and the Developer shall be permitted to Implement the Wylfa Newydd DCO Project in advance of a determination under Clause 12).

- 2.2 The Jobs and Skills Implementation Plan shall set out the following matters:
- 2.2.1 processes for identifying opportunities by which the Developer and its contractors identify skills and training gaps and opportunities to meet the needs of the Wylfa Newydd DCO Project during the Construction Period;
 - 2.2.2 skills and training gaps and opportunities during the Construction Period, where such training will be delivered by specialised training partners (including Grŵp Llandrillo Menai);
 - 2.2.3 a programme for and the allocation of the Jobs and Skills (Post-16) Contribution for delivery of the training to fill the identified skills and training gaps and opportunities, where such training will be delivered by Grŵp Llandrillo Menai and/or other specialised training partners;
 - 2.2.4 a programme for and the allocation of the Jobs and Skills (Economic Inactivity) Contribution for getting unemployed persons back into the workplace (which may include use of new or existing agencies (such as the Council, the Department of Work and Pensions, and Mon CF and programmes for this purpose), to be delivered or procured by the Council;
 - 2.2.5 measures to monitor the impacts of the Wylfa Newydd DCO Project on the local labour market within the DCCZ including displacement and workforce planning in the tourism (including the food sector), health and social care, fire service, education, and construction sectors during the Construction Period;
 - 2.2.6 annual key performance indicators during the Construction Period to target at least 2,000 (two thousand) Home Based Workforce members at Peak Construction and where this number is reached, include measures to increase this figure to maximise the Home Based Workforce during the Construction Period;
 - 2.2.7 measures to target 85% (eighty five per cent) of Home Based Workforce members during the Operational Phase;
 - 2.2.8 monitoring and reporting protocols on key performance indicators;
 - 2.2.9 what action and mitigation measures will be undertaken where key performance indicators are not achieved (which must be consistent with this Schedule);
 - 2.2.10 measures to meet the Developer's obligations to apprentices set out in paragraph 7 below, including how the Developer will engage with the WNESS and the apprenticeships register established pursuant to paragraph 1.7.3 above in respect of apprenticeships;

- 2.2.11 processes for working with the Jobs and Skills Engagement Group to agree a new or updated Jobs and Skills Implementation Plan for the Operational Period;
 - 2.2.12 the review protocol for the Jobs and Skills Implementation Plan in accordance with paragraph 2.3 below; and
 - 2.2.13 any other matter agreed between the Developer and the Council, in consultation with the Jobs and Skills Engagement Group.
- 2.3 The Jobs and Skills Implementation Plan shall be reviewed by the Developer at least every three years during the Construction Period and such period to be agreed with the Jobs and Skills Engagement Group in respect of the Operational Period from the date that it is first approved or determined (pursuant to paragraph 2.1 above) on the following basis:
- 2.3.1 the review shall be carried out by the Developer in consultation with the Jobs and Skills Engagement Group;
 - 2.3.2 the review shall ensure that revised key performance indicators, targets and actions are identified to ensure delivery of these measures over the revised Jobs and Skills Implementation Plan period; and
 - 2.3.3 the revised Jobs and Skills Implementation Plan shall be submitted to the Council and Welsh Government for their approval, where should approval not be given within 40 Working Days of submission Clause 12 (Disputes) may be invoked.
- 2.4 The Developer shall adhere to the provisions of the approved Jobs and Skills Implementation Plan throughout the Construction Period and the Operational Period (including any Jobs and Skills Implementation Plan revised and approved in accordance with paragraph 2.3 above).
- 2.5 The Parties agree that the Jobs and Skills Implementation Plan will not require additional financial contributions or expenditure from the Developer (other than the administrative or 'in kind' cost to the Developer of delivering the Jobs and Skills Implementation Plan) in addition to the contributions committed to in this Schedule.
- 3. Reporting and Monitoring**
- 3.1 In addition to the monitoring of key performance indicators under the Jobs and Skills Implementation Plan the Council (through the Economic Development Officer) will, including via Grŵp Llandrillo Menai and other training providers engaged, monitor and report to the Jobs and Skills Engagement Group on a quarterly 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 two 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 (Economic Inactivity) Contribution shall be paid by the Developer to the Council as follows:

4.1.1 a payment of £1,350,000 (One Million Three Hundred and Fifty Thousand Pounds) prior to Implementation;

4.1.2 a payment of £1,200,000 (One Million Two Hundred Thousand Pounds) on the third anniversary of Implementation; and

4.1.3 a payment of £450,000 (Four Hundred and Fifty Thousand Pounds) on the fifth anniversary of Implementation.

4.2 The Jobs and Skills (Economic Inactivity) Contribution shall be applied to:

4.2.1 training and return to work programmes in respect of unemployment, underemployment and reskilling;

4.2.2 undertaking worker readiness training;

4.2.3 establishing communication routes within local communities to enhance awareness of the training and employment opportunities linked to the Development;

4.2.4 improving the capabilities and flexibilities of the local workforce;

4.2.5 funding and supporting a suite of evidence-based mitigation measures to strengthen the education and training of the local workforce;

4.2.6 funding courses to fill gaps in provision appropriate to the operational phases of the Development; and

4.2.7 funding and supporting mitigation measures during the operational phases of the development.

4.3 The Jobs and Skills (Post-16) Contribution shall be paid by the Developer to the Council for onward payment to specialist training partners (which shall include Grŵp Llandrillo Menai) as set out in the Jobs and Skills Implementation Plan or as otherwise agreed by the Council, the Welsh Government, and the Developer (subject to Clause 7) for the purposes of delivering the training identified in the Jobs and Skills Implementation Plan, in the following instalments:

4.3.1 a payment of £3,150,000 (Three Million One Hundred and Fifty Thousand Pounds) prior to Implementation;

4.3.2 a payment of £2,800,000 (Two Million Eight Hundred Thousand Pounds) on the third anniversary of Implementation; and

4.3.3 a payment of £1,050,000 (One Million and Fifty Thousand Pounds) on the fifth anniversary of Implementation.

- 4.4 The Jobs and Skills Workforce Planning Contribution shall be paid by the Developer:
- 4.4.1 to the Council for onward payment to Betsi Cadwaladr University Health Board (subject to Clause 7) a payment of £50,000 (Fifty Thousand Pounds) prior to Implementation for staffing and workforce planning to minimise the impact of labour churn on its staff; and
 - 4.4.2 to the Council, a payment of £50,000 (Fifty Thousand Pounds) prior to Implementation for staffing and workforce planning to minimise the impact of labour churn within the Council-employed social care sector,
- and the Developer shall not Implement the Wylfa Newydd DCO Project until it has made the payments at paragraphs 4.1.1, 4.3.1, 4.4.1 and 4.4.2 above to the Council.

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

- 5.1 In the event that the annual key performance indicator monitoring undertaken under the Jobs and Skills Implementation Plan is agreed by a majority of the Jobs and Skills Engagement Group to indicate at year 2, and/or year 3 and/or year 4 and/or year 5 of the Construction Period that the Developer will not achieve the target of 2,000 (two thousand) Home Based Workforce members at Peak Construction:
- 5.1.1 The Jobs and Skills Engagement Group shall develop and agree a remedial action plan ("**Jobs Action Plan**") within 40 (forty) Working Days of the decision in paragraph 5.1 above the purpose of which is to achieve a minimum of 2,000 (two thousand) Home Based Workforce members at Peak Construction.
 - 5.1.2 The Jobs Action Plan may include mitigation proposals for expenditure up to the maximum of the Jobs and Skills (Contingency) Fund, and in that case shall specify:
 - (a) to whom the funding should be directed which may include the Council, Grŵp Llandrillo Menai, and/or other specialised training partners; and
 - (b) the timing by which the Developer is required to release such funding.
 - 5.1.3 The Jobs Action Plan may include other non-financial mitigation actions to be taken by members of the Jobs and Skills Engagement Group.
- 5.2 The Developer and the Council will comply with the mitigation proposals in the Jobs Action Plan and the Council shall apply the Jobs and Skills (Contingency) Fund in accordance with the Jobs Action Plan.
- 5.3 Release of funds from the Jobs and Skills (Contingency) Fund shall cease at the end of the Construction Period.
- ## 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 invited membership of the Jobs and Skills Engagement Group shall be a representative from each of the Council, the Developer, the Welsh Government, Gwynedd Council, the Department of Work and Pensions Wales, the North Wales Economic Ambition Board and Grŵp Llandrillo Menai.
- 6.3 The Council and the Developer shall actively participate in and maintain the Jobs and Skills Engagement Group from Implementation for the duration of the Construction Period.
- 6.4 If following invitation the Welsh Government and/or Gwynedd Council, and/or the Department of Work and Pensions Wales and/or the North Wales Economic Ambition Board and/or Grŵp Llandrillo Menai decline to respond or to participate in the Jobs and Skills Engagement Group then the Jobs and Skills Engagement Group shall consist of the Council, the Developer and such of the Welsh Government, the Department of Work and Pensions Wales, the North Wales Economic Ambition Board and Grŵp Llandrillo Menai which have elected to participate.
- 6.5 The duties and responsibilities of the Jobs and Skills Engagement Group are:
- 6.5.1 to monitor the implementation of the obligations on behalf of the Developer and the Council as set out in this Schedule;
 - 6.5.2 review monitoring returns provided to it in accordance with paragraph 3.1 above and paragraph 10 below;
 - 6.5.3 to input into the development and updating of the Jobs and Skills Implementation Plan;
 - 6.5.4 to input into the development of the Jobs Action Plan (pursuant to paragraph 5 above) (if needed) and thereafter comply with the Jobs Action Plan;
 - 6.5.5 to allocate the Jobs and Skills Contingency Fund (pursuant to paragraph 5 above);
 - 6.5.6 to feed back to the Parties any issues relating to jobs and skills and training as seen from the representatives' areas of expertise.
- 6.6 The Jobs and Skills Engagement Group shall meet quarterly from Implementation unless otherwise agreed by a majority of the Jobs and Skills Engagement Group.
- 6.7 The first meeting of the Jobs and Skills Engagement Group shall include an agenda item to agree:
- 6.7.1 terms of reference for the operation of the Jobs and Skills Engagement Group which must be in accordance with the planning obligations set out in this Schedule and which shall include consideration of participation of BCUHB (by invitation) in a non-voting capacity; and
 - 6.7.2 chairing and secretariat functions of the Jobs and Skills Engagement Group.

7. Apprenticeships

7.1 In respect of construction apprenticeships:

7.1.1 The Developer shall use reasonable endeavours to target an average of 2.3% (two point three per cent) of the Workforce (taken as proportion of both the manual and non-manual workforce on-site) for the Wylfa Newydd DCO Project are employed as apprentices on formal apprentice frameworks or standards.

7.1.2 It is agreed in respect of the obligation at paragraph 7.1.1 above that:

- (a) this percentage will be measured against a target against the FTE total 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 percentage target for the duration of their apprenticeship or after completion of an initial apprenticeship in the event such apprentice undertakes a further higher level apprenticeship.

7.1.3 The Developer will have regard to a contractor's approach to training and apprenticeships in order to achieve the apprenticeship targets referred to in paragraph 7.1.1 above and the Developer shall notify contractors of the availability of the "apprenticeships expression of interest register" referred to in paragraph 1.7.3 above.

7.2 In respect of operational apprenticeships:

7.2.1 The Developer will institute a Technical Apprenticeship Scheme from Implementation until the end of the Operational Period which shall:

- (a) offer a minimum of 200 (two hundred) apprenticeship placements during the Construction Period and early years of the Operational Period; and
- (b) thereafter offer a number of apprenticeship placements for the remainder of the Operational Period such placements to be confirmed by the Developer at the time the Jobs and Skills Implementation Plan is prepared for or updated during the Operational Period in accordance with paragraph 2.3 above.

7.2.2 The Developer shall seek to retain suitable graduates from the Technical Apprenticeship Scheme to target 20% (twenty per cent) of the Site-based operational workforce being graduates from the Technical Apprenticeship Scheme.

7.3 The Parties recognise that in meeting the percentage targets 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.

8. **Supply Chain Action Plan**

8.1 The Developer shall submit the Supply Chain Action Plan to the Council and the Welsh Government 12 (twelve) months prior to anticipated Implementation and the Council and the Developer will work with the Welsh Government to expeditiously progress development of the Supply Chain Action Plan to achieve an agreed Supply Chain Action Plan with the Council and the Welsh Government as soon as possible prior to Implementation Provided That where there is no written confirmation of approval of the Supply Chain Action Plan from each of the Council and the Welsh Government at Implementation Clause 12 (Disputes) shall be triggered and an Expert (as defined in that Clause) appointed to determine an appropriate Supply Chain Action Plan and the Developer shall be permitted to Implement the Wylfa Newydd DCO Project in advance of a determination under Clause 12).

8.2 The Supply Chain Action Plan will:

- 8.2.1 identify the Wylfa Newydd DCO Project activities requiring supply contracts;
- 8.2.2 outline the minimal standards to be eligible for contracting;
- 8.2.3 ensure that appropriate sustainability criteria are specified to ensure sustainable supply chains;
- 8.2.4 outline measures to operate and maintain the Supply Chain Portal;
- 8.2.5 require publication of expressions of interest to local eligible suppliers;
- 8.2.6 enable local suppliers to register their interest in supplying the Wylfa Newydd DCO Project and apply for available tender invitations;
- 8.2.7 facilitate engagement between the Developer and individual suppliers;
- 8.2.8 establish annual key performance indicators as well as monitoring and reporting protocols on key performance indicators; and
- 8.2.9 require the Developer to make relevant supply chain opportunities and associated information available as early as possible to the Council, the 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 financial contributions or expenditure from the Developer (other than the administrative or 'in kind' cost to the Developer of delivering the Supply Chain Action Plan) in addition to the contributions committed to in this Schedule.

8.4 The Supply Chain Action Plan shall (unless otherwise agreed) be reviewed by the Developer at least twice during the first year of construction and thereafter at least annually during the Construction Period from the date that it is first approved or determined (pursuant to paragraph 8.1 above) on the following basis:

- 8.4.1 the review shall be carried out by the Developer in consultation with the Jobs and Skills Engagement Group;
 - 8.4.2 the review shall ensure that revised key performance indicators, targets and actions are identified to ensure delivery of these measures; and
 - 8.4.3 the revised Supply Chain Action Plan shall be submitted to the Council and the Welsh Government for their approval.
- 8.5 The Developer shall adhere to the provisions of the approved Supply Chain Action Plan (and any revised and approved Supply Chain Action Plan in accordance with paragraph 8.4 above) for the duration of the Construction Period.

9. **Supply Chain Portal**

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

10. **Monitoring and reporting**

- 10.1 The Developer shall monitor and report on the operation and effectiveness of the Supply Chain Portal to the Jobs and Skills Engagement Group on a quarterly basis or other such reasonable period agreed with the Jobs and Skills Engagement Group for the duration of the Construction Period (or such period agreed by the Parties).
- 10.2 As part of the Developer's monitoring and reporting obligation under paragraph 10.1 above the Developer shall require its contractors to provide it, and the Developer will provide the Council with the following detail:
- 10.2.1 the number of supply chain contracts awarded in respect of the Development;
 - 10.2.2 the geographic location of the businesses awarded the supply chain contracts;
 - 10.2.3 the financial value of the supply chain contracts awarded; and
 - 10.2.4 the nature of the services awarded as part of the supply chain contracts.
- 10.3 The Parties agree that the Council may publicise or share the reports received from the Developer pursuant to paragraph 10.1 above Provided That the detail is not confidential or commercially sensitive in nature (as advised by the Developer).
- 10.4 The Developer shall have due regard to any recommendations made by the Council or the Welsh Government in terms of:
- 10.4.1 updating the Supply Chain Action Plan; and/or
 - 10.4.2 improving the operation of the Supply Chain Portal.

11. **Economic Development Officer Contribution**

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

11.1.1 the first payment shall be paid prior to Implementation; and

11.1.2 subsequent payments shall be paid annually on the anniversary of Implementation thereafter for the duration of the Construction Period,

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

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

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

11.4 The Economic Development Officers shall work with the Developer and the Jobs and Skills Engagement Group to:

11.4.1 represent the Council and local businesses (and, through the Jobs and Skills Engagement Group, engage with businesses within the DCCZ) in engaging with the Developer's supply chain in respect of the Wylfa Newydd DCO Project;

11.4.2 engage with STEM or other related education engagement projects in relation to the Wylfa Newydd DCO Project;

11.4.3 engage with the WNESS and the Jobs and Skills Engagement Group;

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 DCCZ (through the Jobs and Skills Engagement Group in relation to the areas beyond Anglesey);

11.4.5 liaise with Welsh Government economic officers to promote supply chain capacity and access at a regional level;

11.4.6 monitor the effectiveness of the Supply Chain Action Plan;

11.4.7 work and engage with the Jobs and Skills Engagement Group;

11.4.8 work as a strategic partner on the Wales Nuclear Forum (or equivalent) on the Supply Chain engagement programme;

11.4.9 monitor the operation and effectiveness of the Supply Chain Portal; and

11.4.10 establish and promote the "apprenticeships expression of interest register" pursuant to paragraph 1.7.3 above.

ANNEX 1
Draft WNESS Terms of Reference

Wylfa Newydd Employment and Skills Service

Draft Terms of Reference

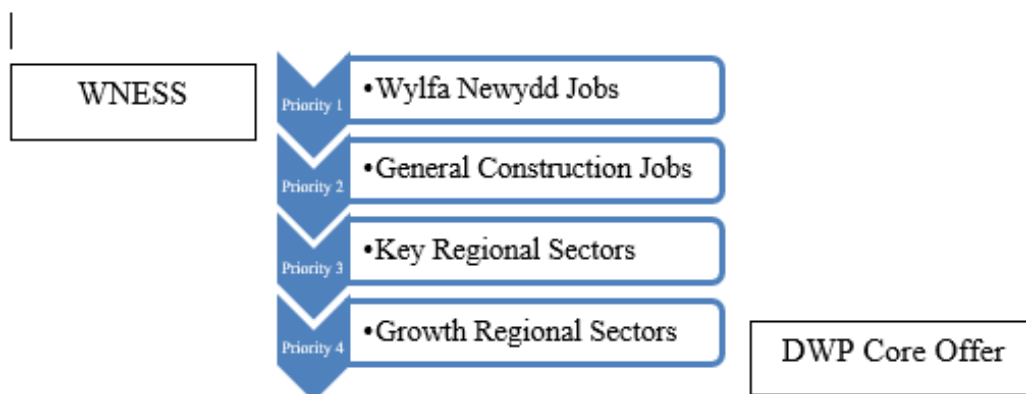
Purpose

The WNESS will provide a mechanism to achieve key aims of the Wylfa Newydd DCO Project for both the Developer and local stakeholders. These include:

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

The WNESS will match potential job seekers to suitable vacancies. If there are any barriers which would prevent these individuals from successfully applying for their desired role on the Wylfa Newydd DCO Project, support would be available to help such individuals overcome those barriers. That support will be provided by a range of training provided and will be funded by the Jobs and Skills (Post-16) Contribution, Jobs and Skills (Economic Inactivity) Contribution, and Jobs and Skills (Contingency) Fund and a range of other sources.

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



The WNESS will prioritise filling vacancies on the Wylfa Newydd DCO Project as well as supporting the wider regional skills strategy through backfilling other vacancies and through links with DWP's "core" offer.

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

Roles and responsibilities

The Wylfa Newydd Employment and Skills Service work stream has a responsibility to:

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

Specifically, the Developer (and its supply chain) will:

- Provide updated skills forecasting to the WNESS on a regular basis
- Typically advertise external vacancies through the WNESS

- Agree a period of exclusivity for vacancies advertised through the WNESS that is appropriate for each type of vacancy
- Provide two members of staff to support the operation of the WNESS
- Provide a front door to the Wylfa Newydd DCO Project, including space on-site for the WNESS to operate from and to run classroom-based learning

DWP will:

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

IACC will:

- Monitor implementation of the section 106 agreement
- Provide labour market and other intelligence
- Brief councillors and local residents
- Maintain the "apprenticeships expression of interest register"

GLLM will:

- Provide a training adviser

Governance and Accountability

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

The WNESS steering group will report to the Jobs and Skills Engagement Group

Confidentiality

Each organisation will wish to ensure that the information it supplies to others is subject to appropriate safeguards in order to avoid prejudicing its interests. Each organisation accepts that in certain circumstances a duty of confidence may arise and will between themselves respect

legal and political requirements of confidentiality. Each organisation can only expect to receive information if it treats such information with appropriate discretion. In particular, the partner organisations accept:

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

Reconciliation of Disagreement

Any disagreements will normally be resolved amicably at working level. If this is not possible, issues will be escalated to the Jobs and Skills Engagement Group and if necessary through Clause 12 (Disputes) of the Deed.

ANNEX 2

Technical Apprenticeship Scheme guideline skillset

Topic	Skills Obtained
Year 1	
Level 2: Diploma in Engineering IVQ – Maintenance Technology (Technical Certificate underpinning knowledge)	<ul style="list-style-type: none"> • Principles of engineering and maintenance technology • Assembling and maintaining fluid power systems • Maintenance of mechanical devices and equipment • Maintaining electrical wiring support systems • Maintaining electrical equipment and systems • Constructing, testing and fault finding electronic circuits • Principles of electrical and electronics technology.
Level 2: Performing Engineering Operations (NVQ PEO Practical Application)	<ul style="list-style-type: none"> • Work safely in an engineering environment • Carry out engineering activities efficiently and effectively • Using and communicating technical information • Assemble, test and maintain pipework systems and fluid power systems • Maintain mechanical devices and equipment • Wire, test and maintain electrical equipment, circuits, electrical panels and components mounted in enclosures • Maintain electronic equipment/systems • Produce engineering project plans.
Level 2: Essential Skills in Communication, Application of Number and Information Technology	<ul style="list-style-type: none"> • Being concise in giving instructions to minimise errors in technical situations • Using correct terminology in technical documentation • Applying mathematical theories to real world applications • Using information technology to design, document, analyse and record engineering related activities.
Year 2	
Level 3: Pearson BTEC Extended Diploma in Engineering	<ul style="list-style-type: none"> • Industrial Process Control • Three Phase Machines • Mechanical Maintenance Principles.
Year 3	
Level 3: 1788 NVQ Diploma in Engineering Maintenance	<ul style="list-style-type: none"> • Requires practical workplace experience to build up competence in doing specific jobs that are relevant to your chosen field • Trained in how to perform a task by an experienced person then allowed to practice before being assessed doing the task independently • Calibrating a pressure sensor on a piece of equipment • Replacing a gasket on a compressor unit • Testing the control circuit for a 3 phase motor.

SCHEDULE 5 WORKER ACCOMMODATION

"Accommodation (Contingency) Fund" means a total fund of £2,250,000 (Two Million Two Hundred and Fifty Thousand Pounds) which may be allocated in accordance with paragraph 12;

"Accommodation Officers" means suitably qualified and experienced persons employed or contracted by the Council pursuant to paragraph 5;

"Accommodation Officers Contributions" means the annual contributions set out in paragraph 5;

"Affordable Housing" has the meaning given to it in Planning Policy for Wales (Edition 10) Chapter 9 Housing at paragraph 4.2.26 which defines it as "affordable housing includes social rented housing owned by local authorities and RSLs and intermediate housing where prices or rents are above those of social rent but below market housing prices or rents. All other types of housing are referred to as 'market housing', that is private housing for sale or rent where the price is set in the open market and occupation is not subject to control by the local authority. It is recognised that some schemes may provide for staircasing to full ownership and where this is the case there must be secure arrangements in place to ensure the recycling of capital receipts to provide replacement affordable housing";

"Annual Programme of Works" has the meaning in given in paragraph 7.3;

"Available and Suitable Accommodation" means private rented sector accommodation which is or will be available for occupation by the Workforce and which meets the necessary legal standards and is verified as doing so by the landlord;

"Phasing Strategy" means the document certified as the phasing strategy under the DCO;

"WAMS Oversight Board" means the board established to oversee the operation of the Worker Accommodation Management Service pursuant to paragraph 2;

"Worker Accommodation (Annual) Contribution" means the annual sum of £100,000 (One Hundred Thousand Pounds) payable in accordance with paragraph 6;

"Worker Accommodation (Capacity Enhancement) Contribution" means the sum of £13,750,000 (Thirteen Million Seven Hundred and Fifty Thousand Pounds) payable in accordance with paragraph 7;

"WAMS Terms of Reference" means the terms of reference for the WAMS which are to be agreed between the Parties pursuant to this Schedule and a draft of which is attached at Annex 1 to this Schedule;

"Workforce Accommodation Management Service" or "WAMS" means the service established pursuant to paragraph 1 in accordance with the WAMS Terms of Reference; and

"Workforce Accommodation Portal" means the web-based portal for monitoring accommodation choices of the Workforce pursuant to paragraph 3.

1. Workforce Accommodation Management Service

- 1.1 Prior to Implementation the Developer shall establish the Workforce Accommodation Management Service in accordance with the WAMS Terms of Reference and shall thereafter ensure its operation (in accordance with paragraph 3.3 below) for the duration of the Construction Period.
- 1.2 The Developer shall require all members of the Workforce to register their names and addresses with the Workforce Accommodation Management Service prior to Induction and to notify the WAMS of any change of address at any time during their employment by the Developer.
- 1.3 Prior to Implementation the Developer shall appoint and work with a managing agent (the "**Agent**") to ensure the operation of the Workforce Accommodation Management Service during the Construction Period (or such other period agreed between the Developer and the Council).
- 1.4 The WAMS shall include information on the transport options available in various locations as referred to in paragraph 5.6.1 bullet point 6, and paragraph 5.7 of the Wylfa Newydd CoCP.

2. WAMS Oversight Board

- 2.1 From Implementation the Developer and the Council agree to constitute the WAMS Oversight Board.
- 2.2 The invited membership of the WAMS Oversight Board shall be a representative from each of the Council, the Developer, the Welsh Government and Gwynedd Council.
- 2.3 The Council and the Developer shall actively participate in and maintain the WAMS Oversight Board from Implementation for the duration of the Construction Period.
- 2.4 If following invitation Gwynedd Council and/or the Welsh Government decline to respond or to participate in the WAMS Oversight Board then the WAMS Oversight Board shall consist of the Council, the Developer and such of Gwynedd Council and/or the Welsh Government which have elected to participate.
- 2.5 The duties and responsibilities of the WAMS Oversight Board are:
 - 2.5.1 to oversee the operation of the Workforce Accommodation Management Service;
 - 2.5.2 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;
 - 2.5.3 to receive and review accommodation data provided to it in accordance with paragraphs 4.5 and 11 below;

- 2.5.4 to liaise with the Council on the expenditure of the Worker Accommodation Annual Contribution and the Accommodation (Contingency) Fund;
 - 2.5.5 to develop and assist in the delivery of the Annual Programme of Works; and
 - 2.5.6 to notify the Parties of any issues relating to accommodation as seen from the representatives' areas of expertise.
- 2.6 The WAMS Oversight Board shall meet quarterly from Implementation unless otherwise agreed by a majority of the WAMS Oversight Board.
- 2.7 The first meeting of the WAMS Oversight Board shall include an agenda item to agree:
- 2.7.1 any updates to the WAMS Terms of Reference for the operation of the WAMS Oversight Board which must be in accordance with the planning obligations set out in this Schedule; and
 - 2.7.2 chairing and secretariat functions of the WAMS Oversight Board.

3. **Workforce Accommodation Portal**

- 3.1 The Developer shall prior to Implementation establish and bring into operation the Workforce Accommodation Portal.
- 3.2 The Workforce Accommodation Portal shall enable:
- 3.2.1 accommodation providers to register Available and Suitable Accommodation, and operators of tourist accommodation and the Site Campus operator to register accommodation ("**registered accommodation**");
 - 3.2.2 the Workforce to search the portal for registered accommodation that meets their needs; and
 - 3.2.3 the Workforce to be put in contact with the providers of registered accommodation or their agents.
- 3.3 The Developer shall work with the Agent (as defined in paragraph 1.3 above) to ensure the operation of the Workforce Accommodation Portal for the duration of the Construction Period.

4. **Site Campus occupancy targets**

- 4.1 For the purposes of this paragraph 4:
- 4.1.1 "occupied" means a room within the Site Campus which has been let to a member of the Workforce who is in occupation (and for the purposes of this provision a person shall be considered to be in occupation notwithstanding they may be absent for weekends, holidays and other routine absences normally associated with the occupation of accommodation);

- 4.1.2 the "occupancy rate" means the percentage of rooms occupied out of the number of rooms available within a phase of the Site Campus that has been completed and opened (as defined in the Phasing Strategy);
 - 4.1.3 the occupancy rate in respect of each phase (as defined in the Phasing Strategy) will start to be calculated six months from the opening of that phase, and then be calculated over a three-month rolling period thereafter; and
 - 4.1.4 monitoring of the occupancy rate shall commence from the opening of the Site Campus.
- 4.2 The Developer shall seek to achieve an occupancy rate of 100% (one hundred per cent) of the Site Campus (save to the extent that operational demands require capacity at the Site Campus to be reserved including for incoming Workforce teams, Workforce teams working on tasks which require overnighing at the Site Campus for safety reasons, and to efficiently respond to Workforce churn) (subject to paragraph 4.1.3 above).
- 4.3 If monitoring undertaken by the Developer indicates that the average occupancy rate of the Site Campus is below 85% (eighty five per cent) for more than any three-month period then the Developer shall notify the Council in writing ("**Notice**") of the measures it is taking to incentivise take up of the Site Campus (which may include accommodation price reductions) and have regard to comments received from the Council within 14 (fourteen) Working Days of the Notice and such measures specified in the Notice (as amended having regard to the Council's comments) shall be implemented within seven days of receipt of the Council's comments save that nothing shall prevent the Developer from implementing incentives prior to that date.
- 4.4 Where the occupancy rate of the Site Campus falls below 85% (eighty five per cent) for any three-month period the WAMS Oversight Board (in accordance with paragraphs 12.2 and 12.3 below) may direct the Council to require the Developer to release the Accommodation (Contingency) Fund.
- 4.5 The Developer shall share the occupancy data with the WAMS Oversight Board on a rolling three-month basis from the opening of the Site Campus.
- 4.6 The obligations set out in paragraphs 4.2 to 4.5 above only apply to the period from the date of the first phase of the Site Campus (as defined in the Phasing Strategy) being opened up to and including Peak Construction.

5. **Accommodation Officers Contribution**

- 5.1 The Accommodation Officers Contribution shall be paid by the Developer to the Council in the following instalments:
- 5.1.1 the first instalment of £90,000 (Ninety Thousand Pounds) shall be paid prior to Implementation;
 - 5.1.2 the second and third instalments of £90,000 (Ninety Thousand Pounds) shall each be paid on the first and second anniversary of Implementation respectively;

5.1.3 the fourth, fifth and sixth instalments of £120,000 (One Hundred and Twenty Thousand Pounds) shall each be paid on the third, fourth and fifth anniversary of Implementation respectively; and

5.1.4 the seventh, eighth and ninth instalments of £90,000 (Ninety Thousand Pounds) shall each be paid on the sixth, seventh and eighth anniversary of Implementation respectively,

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

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

5.2.1 monitor and manage via engagement with the WAMS Oversight Board and with the Developer the placement of the Non Home Based Workforce to ensure that placement with vulnerable persons is avoided and other Safeguarding measures relating to the Wylfa Newydd DCO Project are appropriately considered;

5.2.2 lead the delivery of and management of the Annual Programme of Works required in accordance with paragraph 7.3 below and the expenditure of the Worker Accommodation (Annual) Contribution and the Worker Accommodation (Capacity Enhancement) Contribution;

5.2.3 liaise with Gwynedd Council and Conwy Council and such other organisations as considered necessary by the Council to ensure a collaborative approach to monitoring accommodation matters relating to the Wylfa Newydd DCO Project;

5.2.4 liaise with the North Wales Safeguarding Board on matters relating to Safeguarding in relation to the Wylfa Newydd DCO Project; and

5.2.5 undertake such other matters as agreed between the Parties in consultation with the WAMS Oversight Board from time to time.

5.3 One of the Accommodation Officers will be the Council's representative on the WAMS Oversight Board.

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

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

6.1.1 the first annual instalment of £100,000 (One Hundred Thousand Pounds) shall be paid prior to Implementation; and

6.1.2 the second to fifth annual instalments (if payable) each of £100,000 (One Hundred Thousand Pounds) shall be paid annually thereafter on the anniversary of Implementation,

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

6.2 The Council shall apply the Worker Accommodation (Annual) Contribution towards the cost of:

6.2.1 monitoring instances of homelessness and housing displacement within the KSA 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; and

6.2.4 undertaking such other matters as may be agreed between the Parties in consultation with the WAMS Oversight Board from time to time.

7. **Worker Accommodation (Capacity Enhancement) Contribution**

7.1 The Worker Accommodation (Capacity Enhancement) Contribution shall be paid by the Developer as follows:

7.1.1 £10,800,000 (Ten Million Eight Hundred Thousand Pounds) to the Council as follows:

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

7.1.2 £1,350,000 (One Million Three Hundred and Fifty Thousand Pounds) to the Council for onward payment to Gwynedd Council (subject to Clause 7) as follows:

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

7.1.3 £1,350,000 (One Million Three Hundred and Fifty Thousand Pounds) to the Council prior to Implementation to be held by the Council in reserve (the "**Reserved Contribution**") which shall be allocated and shall not be spent other than in accordance with paragraph 9 below; and

- 7.1.4 £250,000 (Two Hundred and Fifty Thousand Pounds) to the Council for onward payment to Conwy Council (subject to Clause 7) prior to Implementation,
- and the Developer shall not Implement the Wylfa Newydd DCO Project until the payments in paragraphs 7.1.1(a), 7.1.2(a), 7.1.3, and 7.1.4 above 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 initiatives to target an adequate supply of local housing provision for use by the Workforce which shall be a minimum of 1,650 (one thousand six hundred and fifty) new bed spaces by Peak Construction having regard to the indicative expenditure set out in Tables 1 and 2 in Annex 2 to this Schedule (and where Table 1 confirms that a maximum of 1,937 (one thousand nine hundred and thirty seven) new bed spaces is possible); and
- 7.2.2 use reasonable endeavours to 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.
- 7.3 The WAMS Oversight Board in consultation with Conwy Council shall agree an annual programme of works ("**Annual Programme of Works**") which shall:
- 7.3.1 Be finalised within six months (or other time frame agreed between the Parties) of receipt of the SPC Accommodation Contribution payment set out in paragraph 6 of Schedule 15.
- 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 above and having regard to Tables 1 and 2 in Annex 2 to this Schedule and which shall include:
- (a) the proportion of expenditure relating to each type of intervention;
- (b) in respect of the new build units, the Annual Programme of Works shall provide for two tranches of delivery where the delivery of tranche 1 shall be monitored and the success of such delivery shall inform whether funding is allocated to a second tranche of new build units or is alternatively allocated to alternative interventions.
- 7.3.3 Identify key performance indicators ("**KPIs**") by year and six month intervals which demonstrate acceptable progress towards delivering the capacity enhancement to reach a minimum of 1,650 (one thousand six hundred and fifty) new bed spaces by Peak Construction and which shall include KPIs monitoring delivery of new build units in accordance with the two tranches referred to in paragraph 7.3.2(b) above.

- 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.

8. Remedial Action Plan

- 8.1 The Parties agree that there will be six-monthly reviews by the WAMS Oversight Board of the KPI monitoring undertaken under the Annual Programme of Works where in the event that the KPI monitoring undertaken under the Annual Programme of Works demonstrates at any period from two years following Implementation and prior to Peak Construction, that a minimum of 1,650 (one thousand six hundred and fifty) new bed spaces by Peak Construction is unlikely to be met:

- 8.1.1 The WAMS Oversight Board shall develop a remedial action plan the purpose of which is to achieve a minimum delivery of 1,650 (one thousand six hundred and fifty) new bed spaces by Peak Construction.

- 8.1.2 The remedial action plan:

- (a) shall identify where additional capacity can be provided, the time frames in which that capacity can be achieved, and the costs of achieving that capacity where in each case the remedial action plan:
 - (i) shall seek to achieve this outcome within the existing financial contributions paid recognising where lower cost interventions which can deliver capacity faster are agreed to be preferable to higher cost and slower interventions such as providing new build; and
 - (ii) shall have regard to utilising existing capacity in the tourism sector including caravans;
- (b) may include mitigation proposals for additional expenditure of up to 20% (twenty per cent) of the maximum of the Accommodation (Contingency) Fund; and
- (c) may permit the WAMS Oversight Board to agree that the Developer can access unspent Accommodation (Contingency) Fund sums or unspent sums of the Worker Accommodation (Capacity Enhancement) Contribution (whether paid to the Council or not) to deliver bed spaces directly where there is an agreed alternative delivery plan for those bed spaces.

9. Reserved Contribution

- 9.1 In respect of the Reserved Contribution held by the Council pursuant to paragraph 7.1.3 above, the WAMS Oversight Board shall, within 18 (eighteen) months of Implementation, set out a programme of works on which the Reserved Contribution shall be spent and shall direct the Council to spend the Reserved Contribution (or a

portion thereof), or pay the Reserved Contribution (or a portion thereof) onward to Gwynedd Council (subject to Clause 7), in accordance with such programme of works.

- 9.2 The WAMS Oversight Board's development of the programme of works referred to in paragraph 9.1 above shall be based on analysis of accommodation monitoring data, evidence of housing need at the time and any additional evidence of impacts as necessary.
- 9.3 The allocation by the WAMS Oversight Board of the Reserved Contribution between the Council and Gwynedd Council shall be based on evidence of impacts, the spatial distribution and impacts of workers and the housing market conditions at the time.
- 9.4 For the avoidance of doubt nothing shall prevent the WAMS Oversight Board from directing that the Reserved Contribution may be expended in part by the Council and requiring a part be paid onward by the Council to Gwynedd Council.

10. **Right of refusal**

- 10.1 Save in the circumstances in paragraph 10.3 below the Developer shall have the right of first 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.
- 10.2 The right of first refusal in paragraph 10.1 above shall be for a one-month period from the date the residential units or bed space is advertised on the Workforce Accommodation Portal as available for occupation following which such unit may be made available on the open market.
- 10.3 The Developer shall not have right of first refusal in respect of new bed spaces which:
 - 10.3.1 Are Affordable Housing where those bed spaces have been delivered as part of a wider delivery of new build bed spaces pursuant to the Annual Programme of Works.
 - 10.3.2 Are located within a development which following the date of this Deed has received funding from the Welsh Government, and the Council must liaise with the Welsh Government to determine whether there has been any such Welsh Government funding prior to utilising any of the Worker Accommodation (Capacity Enhancement) Contribution or Accommodation (Contingency) Fund for such development (unless otherwise agreed with the Welsh Government).
- 10.4 Subject to paragraph 10.3.2 above, in determining whether to incentivise new build schemes the WAMS Oversight Board shall take into account whether there is a right of first refusal and may choose not to proceed with such a development on the basis that there is no, or limited, right of first refusal, having regard to the need for bed spaces to be made available to the Workforce.

11. Accommodation Monitoring Data

- 11.1 The Council shall from Commencement until the end of the Construction Period provide all reasonably requested and available data regarding local accommodation capacity, homelessness, and displacement both within Anglesey and from Anglesey into Gwynedd to the WAMS Oversight Board on a quarterly basis or other such reasonable period agreed with the WAMS Oversight Board.
- 11.2 The Developer shall from Implementation via the WAMS and the Workforce Accommodation Portal for the Construction Period continuously monitor the Workforce's accommodation choices including the location of the accommodation and the type of accommodation and shall provide such monitoring data to the WAMS Oversight Board, the Emergency Services Engagement Group and the Transport Engagement Group (subject always to Data Protection Legislation) on a quarterly basis or other such reasonable period agreed with the WAMS Oversight Board.

12. Accommodation (Contingency) Fund

- 12.1 The Accommodation (Contingency) Fund will be available for release where:
 - 12.1.1 the monitoring data provided to the WAMS Oversight Board pursuant to paragraph 11 above demonstrates to the reasonable satisfaction of a majority of the WAMS Oversight Board that:
 - (a) any of the areas of Anglesey West, Anglesey North, Anglesey South or Menai Mainland (see Plan 1L at Schedule 21) have received more than 20% more members of the Workforce than forecast in the PRS or owner-occupied sectors as shown in the table below; or

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

- (b) there is reasonable evidence (as demonstrated to the reasonable satisfaction of the WAMS Oversight Board) of housing market stress such as above-average increases in:
 - (i) house prices;
 - (ii) private rents;
 - (iii) homelessness;
 - (iv) the use of bed and breakfast and temporary accommodation;
 - (v) the use of discretionary housing payments;

- (vi) housing waiting lists;
 - (vii) requests for assistance from Shelter and Citizens Advice Cymru; and
 - (viii) other indicators agreed as appropriate by the WAMS Oversight Board, or
- 12.1.2 a majority of the WAMS Oversight Board otherwise determines an adverse effect on accommodation within the KSA as a result of the Wylfa Newydd DCO Project which can be appropriately mitigated through a release of the Accommodation (Contingency) Fund; or
- 12.1.3 where the circumstances set out in paragraph 4.4 above apply.
- 12.2 In determining release of the Accommodation (Contingency) Fund the WAMS Oversight Board must have regard to:
- 12.2.1 a standard rate of release being £7,000 (Seven Thousand Pounds) per member of the Non Home Based Workforce above the level stated in paragraph 12.1.1(a) above;
 - 12.2.2 the timing of the release within the Construction Period including releases made under both paragraph 12.2.1 above and paragraph 12.2.3 below and the potential for further demands on the Accommodation (Contingency) Fund; and
 - 12.2.3 in respect of a release in response to paragraph 4.4 above, a standard rate of release being £7,000 (Seven Thousand Pounds per bed space vacancy number below the 85% (eighty five per cent) notification point referred to in paragraph 4.4 where the monitoring data provided to the WAMS Oversight Board pursuant to paragraph 11 above demonstrates to the reasonable satisfaction of a majority of the WAMS Oversight Board that there is an adverse effect on accommodation within the KSA as a result of the non-compliance with the Site Campus occupancy target which can be appropriately mitigated through a release of the Accommodation (Contingency) Fund.
- 12.3 In the event the WAMS Oversight Board considers that a release of the Accommodation (Contingency) Fund should be made it must notify the Council of the quantum and the beneficiary of the sums and the Council shall notify the Developer of the quantum and the date for such payment to be made to the Council (such date not to be less than ten Working Days from the date of the notice).
- 12.4 The Developer shall make the payment directed pursuant to paragraph 12.3 above and the Council shall make onwards payments pursuant to paragraph 12.3 (where the beneficiary is not the Council) save where prior to the date under paragraph 12.3 when payment is due the Developer or the Council engages Clause 12 (Disputes).
- 12.5 Release of funds from the Accommodation (Contingency) Fund will cease at the end of the Construction Period.

13. Restriction on Occupation

- 13.1 The Developer covenants with the Council that the Site Campus shall only be occupied throughout the Construction Period by the Workforce and for the avoidance of doubt families', friends, and relatives of the Workforce shall not be permitted to occupy the Site Campus during the Construction Period.
- 13.2 Subject to paragraph 13.3 below the Developer Covenants with the Council that its Non Home Based Workforce shall not occupy more than 3,000 (three thousand) bed spaces in the KSA.
- 13.3 The Developer shall not occupy more than 3,000 (three thousand) bed spaces in the KSA unless the Developer has provided the Council with an assessment detailing:
- 13.3.1 the level of housing capacity and housing availability (including tourism accommodation) in the KSA;
 - 13.3.2 an assessment of the likely impacts on housing, tourism, highways, the Welsh language and access to local facilities and services from an increase in occupation of more than 3,000 (three thousand) bed spaces in the KSA;
 - 13.3.3 detail of the spatial distribution of the existing 3,000 (three thousand) Non Home Based Workforce and detail of the anticipated spatial distribution of the additional Non Home Based Workforce; and
 - 13.3.4 the number of the additional Non Home Based Workforce who will occupy bed spaces in the KSA beyond the 3,000 (three thousand) limit specified in paragraph 13.2 above,
- and the Council has provided the Developer with written consent permitting an increase in occupation beyond the 3,000 (three thousand) limit specified in paragraph 13.2 above.
- 13.4 The Council shall make a decision on an application received from the Developer pursuant to paragraph 13.3 above within ten Working Days (or such time period agreed with the Developer) and where the decision is to decline such application, reasons shall be provided.
- 13.5 If no decision has been made on the time frames set out in paragraph 13.4 above, or the Council has declined to approve the application, then the matter may be referred by the Developer pursuant to Clause 12 (Disputes) to an Expert (as defined in that Clause) to determine whether the application should be granted based on the impact on the topic areas specified in 13.3.2 above of the proposed additional Non Home Based Workforce who will occupy bed spaces in the KSA beyond the 3,000 (three thousand) limit specified in paragraph 13.2 above.
- 13.6 As part of any written consent provided by the Council to the Developer under paragraph 13.3 above the Council shall specify the maximum increase in the Non Home Based Workforce permitted to occupy housing and tourism accommodation within the KSA and the period for which such increase is permitted and the Developer shall not

cause or permit occupation in excess of the specified increase for the specified time period.

ANNEX 1
WAMS Draft Terms of Reference

WAMS Draft Terms Of Reference

Introduction

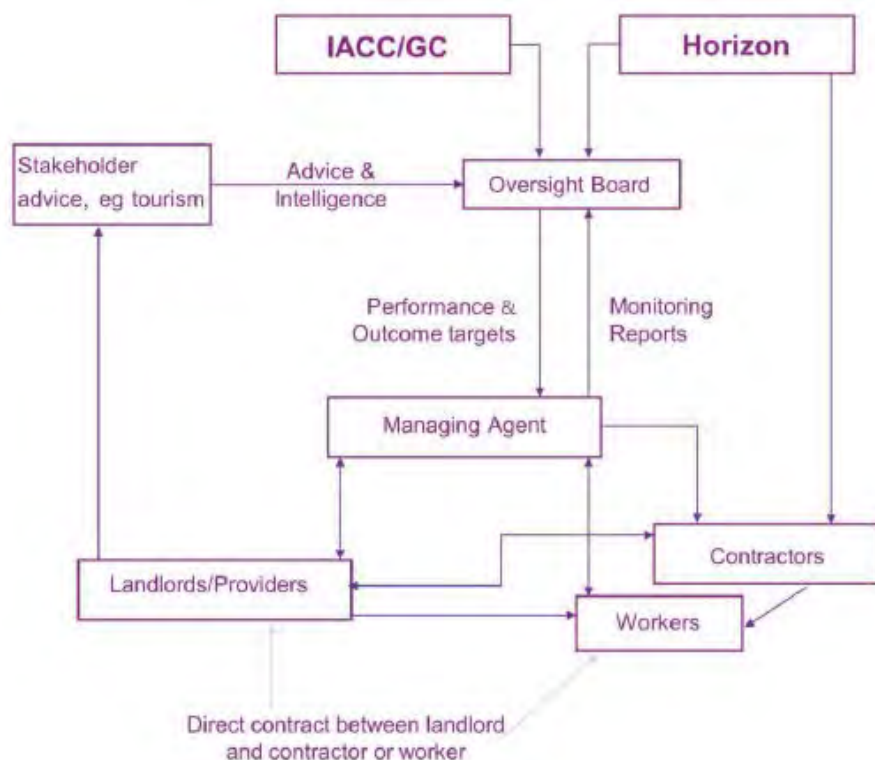
1. In order to manage the impact of temporary construction workers seeking accommodation during the construction of Wylfa Newydd, the Developer and the Council have agreed to establish the Workforce Accommodation Portal (Portal).
2. Following responses received through Pre-Application Consultation (PAC)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

Principles

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

- The Oversight Board will remain independent of contractors and the Portal agent. This is critical to ensuring corrective action can be required of contractors and then the Portal agent.
 - The WAMS will need to ensure there is a mechanism to draw on local knowledge and intelligence.
6. The development of a social lettings agency will not be part of the Portal but could be developed alongside it to ensure a continued supply of accommodation for all local residents including the more vulnerable.
 7. It is agreed that the operation of the service and portal should not be done by either the local authorities or Developer, but should be delivered by a third party under guidance from the WAMS Oversight Board. The Board will set performance targets for both the operation of the Portal and the outcomes it achieves.
 8. The detail of the proposed structure requires further work to define the precise role of the Developer and the EPC contractor, and to allow for the involvement of Gwynedd Council in whose area workers may also live. The indicative structure for the Service is as follows:

Figure A1: Draft Structure of the Service



Purpose

9. The aim of the WAMS is as follows:

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

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

Roles & Responsibilities

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

17. There will also be some categories of workers for whom using the Portal will not be appropriate, including those who buy property and settle permanently in the area, and those staying with friends and family. However, the WAMS will be required to report on the number of workers not using the Service.
18. The Portal Agent will be required to:
 - Manage the booking system for the Site Campus.
 - Liaise with providers to ensure an adequate supply of appropriate accommodation.
 - Maintain an online database of suitable and affordable accommodation to guarantee places for Wylfa workers.
 - Ensure all accommodation meets the relevant standards.
 - Match workers with accommodation that best meets their needs (taking into account potential impacts on the local community).
 - Record data about the workers' choices and report on it to the Board.
 - To operate the Portal to agreed performance standards.
19. This will involve both a technology solution (the Portal itself) and a service to liaise with providers and ensure that enough are attracted to use the Service and that they meet the necessary legal standards.
20. The Portal itself will need to be able to
 - Allow providers to keep information on the availability of their accommodation up to date;
 - Provide search functionality so that workers can identify locations, cost, types of accommodation and services that meet their needs;
 - Provide reports on the take-up of different types of accommodation in different locations - potentially including early warning when identified thresholds are being approached;
 - Limit accommodation being offered in locations and/or sectors that the Board has determined should be limited;
 - Offer web and potentially smartphone app functionality;
 - Maintain data security and comply fully with relevant data protection legislation; and
 - Have a bilingual option.

ANNEX 2

Indicative expenditure of Worker Accommodation (Capacity Enhancement) Contribution

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

	Anticipated share of contribution	Spend per unit (average) applied to reach overall anticipated share of contribution	Number of units anticipated can be delivered	Maximum number of bed spaces anticipated that can be delivered by the end of year 7 (the anticipated date of Peak Construction) of construction utilising the Worker Accommodation (Capacity Enhancement) Contribution
Empty Homes	£5,100,000	£20,000	255	637
Minor grants (latent accommodation)	£500,000	£1,000	-	500
Market efficiency (rental deposits, downsizing)	£550,000	£5,000	110	275
New build (PRS or owner occupied)	£7,350,000	£35,000	210	525
Total	£13,500,000		575	1,937

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

Location of new bed spaces	Percentage of Spend	Managing council
Anglesey North	45%	The Council
Anglesey West	30%	The Council
Anglesey South	15%	The Council

SCHEDULE 6 EDUCATION

"**Education (Contingency) Fund**" means a total fund of £500,000 (Five Hundred Thousand Pounds) which may be allocated in accordance with paragraph 4;

"**Education Contribution**" means the contribution of £5,380,000 (Five Million Three Hundred and Eighty Thousand Pounds) in accordance with paragraph 2;

"**Education Strategy**" means the strategy prepared by the Council in accordance with paragraph 1; and

"**Local Schools**" means foundation phase nursery provision, state primary and state secondary schools within the Council's administrative boundary.

1. Education Strategy

- 1.1 The Developer shall submit written notification of its proposed education engagement activities during the Construction Period to the Council prior to Implementation and the Developer shall not Implement the Development until the Developer has provided the Council with this written notification.
- 1.2 The education engagement activities shall include measures that the Developer shall undertake with all primary and secondary schools within the Council's administrative boundary as well as the wider region to publicise and encourage opportunities linked to the Wylfa Newydd DCO Project and may include matters set out in Schedule 1.
- 1.3 The Council shall prepare an education strategy in respect of the Wylfa Newydd DCO Project ("the **Education Strategy**") within six months of receipt of the paragraph 1.1 above written notification from the Developer which shall:
 - 1.3.1 Set out the Council's proposals for expenditure of the Education Contribution in accordance with the purposes in paragraph 2.2 below and which shall take into account and complement where appropriate the Developer's proposed education engagement activities as notified to the Council pursuant to paragraph 1.1 above.
 - 1.3.2 Confirm the protocols for the monitoring required in paragraph 3.1 below and the protocols for liaising with Gwynedd Council for the monitoring to be requested in paragraph 3.2 below.
 - 1.3.3 Confirm the parameters and scope of the capacity report required pursuant to paragraph 3.1 above.
 - 1.3.4 Confirm the reporting protocols to the Developer, Gwynedd Council and Conwy Council regarding decisions the Council's has taken regarding release of the Education (Contingency) Fund (not to be less than annually).
 - 1.3.5 Identify review points for the Education Strategy, and notify the Developer of updates to the Education Strategy.

2. **Education Contribution**

2.1 The Education Contribution shall be paid by the Developer to the Council in the following instalments:

2.1.1 10% (ten per cent) shall be paid prior to Implementation; and

2.1.2 45% (forty five per cent) shall be paid prior to the first anniversary of Implementation; and

2.1.3 the remaining 45% (Forty Five per cent) shall be paid prior to the second anniversary of Implementation,

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

2.2 The Council shall use the Education Contribution for the following purposes:

2.2.1 to prepare the Education Strategy;

2.2.2 to increase or improve school capacity (including any necessary building or construction works to increase such capacity) and classroom resources where required in order to accommodate the Workforce Children;

2.2.3 employ additional teaching staff and undertaking incentives (including training and skills improvements) to strengthen and attract teachers into the profession where additional teachers are required in anticipation of accommodating the Workforce Children;

2.2.4 to increase or improve classroom resources where required in order to accommodate the Workforce Children;

2.2.5 to ensure adequate resource for special needs learners among the Workforce Children including physical provision and additional staff training (such as special education courses) where that is required as a result of the Workforce Children who are special needs learners;

2.2.6 to increase or improve classroom resources where required in order to accommodate the Workforce Children;

2.2.7 monitoring in accordance with paragraph 3 below;

2.2.8 to increase or improve school bus transport to Local Schools where required as a result of the Workforce Children;

2.2.9 to ensure appropriate careers advice is available to assist and guide pupils in relation to the Wylfa Newydd DCO Project; and

2.2.10 in the circumstances set out in paragraph 1.3.3 of Schedule 14.

3. **Monitoring of the Local Schools**

- 3.1 The Council shall from Implementation until the end of the Construction Period monitor the number of Workforce Children enrolling in Local Schools on Anglesey and monitor the available supply of Local Schools places and provide a capacity report to the Developer within ten Working Days of the end of each school year.
- 3.2 The Council shall request equivalent data to that in paragraph 3.1 above from Gwynedd Council and Conwy Council, and where received provide that capacity report to the Developer within ten Working Days of the end of each school year.
- 3.3 The Developer shall monitor the numbers of Workforce Children (pursuant to the Workforce Accommodation Management Service commitments in Schedule 5) and provide such data to the Council on a quarterly basis or such other period agreed with the Council and the Council shall take this information into account when it produces its report pursuant to paragraph 3.1 above.

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

- 4.1 In the event that the education monitoring data produced by the Council pursuant to paragraph 3.1 above, or provided to the Council by Gwynedd Council or Conwy Council pursuant to paragraph 3.2 above demonstrates enrolment of Workforce Children at Local Schools or at state schools in Gwynedd or Conwy which is at or exceeding 95% capacity the Developer shall be liable to release a portion of the Education (Contingency) Fund to the Council, or to the Council for onward payment to Gwynedd Council or Conwy Council (as the case may be) (up to the maximum amount of the Education (Contingency) Fund) calculated as follows:

$$A \times B = C$$

Where

A is the number of Workforce Children attending a Local School or a state school in Gwynedd or Conway which takes the capacity to over 95% (Ninety Five percent)

B is the per capita (per Workforce child) fee of £6,000 (Six Thousand Pounds)

C is the sum to be paid by the Developer to the Council.

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

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

- (a) its expenditure (in relation to Local Schools); or

- (b) where the apportioned Education (Contingency) Fund is in relation to schools Gwynedd or Conwy, for onward payment to Gwynedd Council or Conwy Council (subject to Clause 7).

4.3 The Parties agree that subject to paragraph 4.4 below the Council may use the Education (Contingency) Fund for:

4.3.1 funding special needs provision at Local Schools or state schools operating in Gwynedd or Conwy; and

4.3.2 funding associated support services for Local Schools or state schools operating in Gwynedd or Conwy in respect of matters relating to Safeguarding in relation to the Wylfa Newydd DCO Project in consultation with the North Wales Safeguarding Board,

in each case where material additional demand is demonstrated to have been placed on such existing services as a result of the Workforce Children.

4.4 Where the Council proposes to utilise the Education (Contingency) Fund pursuant to paragraph 4.3 above the Council must:

4.4.1 provide its evidence of material additional demand to the Developer;

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

4.4.3 allow the Developer 20 (twenty) Working Days to comment on that evidence and spend and have reasonable regard to such comments prior to allocating the sums.

4.5 Release of funds from the Education (Contingency) Fund will cease at the end of the Construction Period.

SCHEDULE 7 TRANSPORT

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

"Road Condition Survey Area" means the area shown on Plan 1M(a), Plan 1M(b), Plan 1M(c), Plan 1M(d), and Plan 1M(e) at Schedule 21 comprising:

- (a) that part of the A5025 between the proposed power station access road junction and the existing Magnox junction through Tregele;
- (b) Dalar Hir Junction 4: the dumbbell roundabouts interchange, including the circulatory routes and the on/off slip roads from the A55 and the section of the A5 between the dumbbell roundabout and the proposed exit junction for the Park and Ride Site;
- (c) Valley Junction 3: the dumbbell roundabout interchange, to including circulatory routes and on/off slip roads from the A55 and the A5 west to the entrance to the freight yard;
- (d) Parc Cybi Junction 2: the Tymawr dumbbell interchange, including circulatory routes and on/off slip roads to the A55, the A5153 south from Tymawr roundabout to Parc Cybi roundabout and Parc Cybi road to the entrance to the Logistics Centre Site; and
- (e) the identified area in Llanfachraeth on the A5025;

"Road Condition Survey Contribution" means a contribution to be agreed in accordance with paragraph 6;

"Transport (Additional Mitigation) Contribution" means a total fund of £800,000 (Eight Hundred Thousand Pounds) which may be allocated in accordance with paragraph 4;

"Transport Contribution" means a contribution of £1,400,000 (One Million Four Hundred Thousand Pounds) payable in accordance with paragraph 2;

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

"Transport Monitoring Data" means the data collected pursuant to the monitoring processes set out in Section 5 of the Wylfa Newydd CoCP;

"Transport Officer" means a suitably qualified and experienced transport consultant employed or contracted by the Council in accordance with paragraph 1;

"Transport Officer Contribution" means the annual sum of £40,000 (Forty Thousand Pounds) towards the provision of a Transport Officer payable in accordance with paragraph 1; and

"Transport (Road Safety) Contribution" means the sum of £50,000 (Fifty Thousand Pounds) towards the funding of a road safety campaign in accordance with paragraph 3.

1. Transport Officer Contribution

1.1 The Transport Officer Contribution shall be paid by the Developer to the Council in the following instalments:

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

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

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

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

1.2.1 attend and participate in the Transport Engagement Group on behalf of the Council;

1.2.2 manage the contributions paid to the Council under this Schedule; and

1.2.3 help identify, develop and implement transport solutions to overcome identified issues and impacts.

2. Transport Contribution

2.1 The Transport Contribution shall be paid by the Developer to the Council in the following instalments:

2.1.1 a payment of £700,000 (Seven Hundred Thousand Pounds) shall be paid prior to Implementation; and

2.1.2 a second payment of £700,000 (Seven Hundred Thousand Pounds) shall be paid on the third anniversary of Implementation,

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

2.2 The Council shall use the Transport Contribution to:

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

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

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

3. Transport (Road Safety) Contribution

- 3.1 The Transport (Road Safety) Contribution shall be paid by the Developer to the Council for the purposes of funding a road safety campaign from Implementation until the end of the Construction Period prior to Implementation and the Developer shall not Implement the Wylfa Newydd DCO Project until the payment has been made.
- 3.2 The Council shall, in consultation with the Transport Engagement Group and Emergency Services Engagement Group, undertake detailed planning of the road safety campaign to ensure a multi-agency campaign.
- 3.3 The Parties agree that:
 - 3.3.1 The road safety campaign target audience shall be all road users on the A5025 between Valley and the main entrance to the Site, 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; and
 - (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 shall be paid by the Developer as follows:

4.1.1 £400,000 (Four Hundred Thousand Pounds) to the Council (for the local road network), payable in annual instalments of £44,444.44 (Forty Four Thousand Four Hundred and Forty Four Pounds and Forty Four Pence) per annum for nine years with the first payment payable prior to Implementation and the second and subsequent payments paid annually on the anniversary of Implementation and which shall be made available by the Council to Gwynedd Council (subject to Clause 7) where traffic monitoring undertaken pursuant to paragraph 2 above and paragraph 6 below indicates that is appropriate; and

4.1.2 £400,000 (Four Hundred Thousand Pounds) to the Council for onward payment to the Welsh Government (subject to Clause 7) (for the strategic road network) payable in annual instalments of £44,444.44 (Forty Four Thousand Four Hundred and Forty Four Pounds and Forty Four Pence) per annum for nine years with the first payment payable prior to Implementation and the second and subsequent payments paid annually on the anniversary of Implementation,

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

4.2 The Transport Engagement Group may require the Council and the Welsh Government to apply their respective portions of the Transport (Additional Mitigation) Contribution as follows:

4.2.1 in respect of the local road network in Anglesey or Gwynedd, where the Transport Monitoring Data demonstrates that:

- (a) traffic from the Wylfa Newydd DCO Project is either exceeding committed vehicle limits or is otherwise causing or likely to cause a significant adverse effect; and
- (b) the Transport Engagement Group has developed mitigation actions required to be undertaken which require expenditure of the Transport (Additional Mitigation) Contribution available pursuant to paragraph 4.1.1 above.

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

- (a) where the Transport Monitoring Data demonstrates that traffic from the Wylfa Newydd DCO Project is either exceeding committed vehicle limits or is otherwise causing or likely to cause a significant adverse effect and the Transport Engagement Group has developed mitigation actions required to be undertaken which require expenditure of the Transport (Additional Mitigation) Contribution available pursuant to paragraph 4.1.2 above;
- (b) to fund traffic orders on the strategic highway network required as a result of the Wylfa Newydd DCO Project; and
- (c) to assist with the delivery of the park and share sites for use by the Workforce in accordance with section 5 of the Wylfa Newydd CoCP.

4.3 The Parties agree that the Council shall:

4.3.1 prior to expenditure of the Transport (Additional Mitigation) Contribution, discuss the relevant transport issue with the Developer and the Transport Engagement Group to agree whether a joint approach would be more effective in resolving such issue than the expenditure of the Transport (Additional Mitigation) Contribution alone; and

4.3.2 use reasonable endeavours to 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 paragraph 1.2 of Schedule 17.

5. **Traffic Monitoring**

5.1 From Implementation the Developer will provide the Transport Monitoring Data quarterly to the Transport Engagement Group and the Emergency Services Engagement Group and shall provide any data underlying the Transport Monitoring Data on reasonable request from a member of either group.

5.2 The Council shall work with Gwynedd Council to monitor traffic effects in Gwynedd as a result of the Wylfa Newydd DCO Project.

6. **Condition Surveys**

6.1 The Developer and the relevant highway authority will carry out a condition survey of the Road Condition Survey Area prior to Implementation.

6.2 Following completion of the condition survey pursuant to paragraph 6.1 above, the Developer and the Council shall:

- 6.2.1 agree the extent of any initial resurfacing works (if required) (including the resetting of iron works and gullies) required in order to provide an acceptable road condition for the traffic associated with the Wylfa Newydd DCO Project; and
- 6.2.2 agree a schedule of monitoring and periodic joint surveys 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 (sixty) Working Days of commencement of Operation of Unit 2; and
 - (b) identify any repair works needed to repair the Road Condition Survey Area to an acceptable road condition as a result of the construction of the Wylfa Newydd DCO Project (where an 'acceptable road condition' for the purpose of this paragraph shall mean in a condition no worse than the road condition recorded in the initial joint survey undertaken pursuant to paragraph 6.1 above).
- 6.3 Prior to undertaking the works in paragraph 6.2.1 above the Parties must first agree the costs of any initial resurfacing works and agree with the Council (or the relevant highway authority) either:
- 6.3.1 the terms on which the Developer undertakes those works; or
 - 6.3.2 the payment of the agreed costs to the Council (or the relevant highway authority) for it to undertake those works,
- and for the avoidance of doubt an agreement under section 278 of the Highways Act 1980 may be entered into in order to regulate the agreed position.
- 6.4 Prior to undertaking any repair works pursuant to paragraph 6.2.2(b) above the Parties must first agree the costs of any repair works and agree with the Council (or the relevant highway authority) either:
- 6.4.1 the terms on which the Developer undertakes those works; or
 - 6.4.2 the payment of the agreed costs to the Council (or the relevant highway authority) for it to undertake those works,
- and for the avoidance of doubt an agreement under section 278 of the Highways Act 1980 may be entered into in order to regulate the agreed position.
- 6.5 The costs agreed pursuant to paragraphs 6.3.2 and 6.4.2 above (these costs being the "**Road Condition Survey Contribution**") shall be established solely on the impacts as a result of the Wylfa Newydd DCO Project traffic and must not include such sums as the Council (or the relevant highway authority) would typically expend as part of its highway maintenance budget.

6.6 Where the costs at paragraphs 6.3.2 and 6.4.2 above cannot be agreed either Party may invoke Clause 12 (Disputes).

7. **Transport Engagement Group**

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

7.2 The Council and the Developer shall actively participate in and maintain the Transport Engagement Group from Implementation for the duration of the Construction Period.

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

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

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

7.5.1 to meet quarterly to review the Transport Monitoring Data, which will include a summary of:

- (a) travel information about construction workers and HGV movements for the previous three months as specified in the Wylfa Newydd CoCP;
- (b) issues reported to the Developer by members of the public and others; and
- (c) transport-related actions undertaken by the Developer (and others) in the previous quarter; and

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

- (a) actions to be undertaken by the Developer;
- (b) expenditure of the Transport (Additional Mitigation) Contribution; or
- (c) actions to be undertaken by other members of the Transport Engagement Group.

7.6 The Transport Engagement Group shall meet quarterly from Implementation unless otherwise agreed by a majority of the Transport Engagement Group.

7.7 The first meeting of the Transport Engagement Group shall include an agenda item to:

- 7.7.1 agree terms of reference for the operation of the Transport Engagement Group which must be in accordance with the planning obligations set out in this Schedule; and
- 7.7.2 chairing and secretariat functions of the Transport Engagement Group.

SCHEDULE 8 HEALTH AND WELLBEING

"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 Home Based Workforce from Implementation for the duration of the Construction Period which shall include: provision of private dentistry facilities; and/or funding or other operational agreements with local dentistry practices;

"Health and Wellbeing Engagement Group" means the group established in accordance with paragraph 6;

"Health (Contingency) Fund" means a total fund of £3,392,373 (Three Million Three Hundred and Ninety Two Thousand Three Hundred and Seventy Three Pounds) payable in accordance with paragraph 7;

"Health (First NHS Workforce Use) Contribution" means £1,216,163 (One Million Two Hundred and Sixteen Thousand One Hundred and Sixty Three Pounds) payable in accordance with paragraph 1.2;

"Health (Monitoring) Contribution" means a contribution of £270,000 (Two Hundred and Seventy Thousand Pounds) payable in accordance with paragraph 1.1;

"Health (NHS Workforce Dependants Use) Contribution" means a contribution of £722,770 (Seven Hundred and Twenty Two Thousand Seven Hundred and Seventy Pounds) payable in accordance with paragraph 1.3;

"Health (Second NHS Workforce Use) Contribution" means £4,041,579 (Four Million Forty One Thousand Five Hundred and Seventy Nine Pounds) payable in accordance with paragraph 1.4;

"Local Health Services" means services provided by the NHS (BCUHB and PHW) in Anglesey and Gwynedd excluding services provided by the Welsh Ambulance Service NHS Trust;

"NHS" means the National Health Service;

"Pharmacy Services Proposal" means the proposal demonstrating how the Developer shall provide direct pharmacy prescription dispensation services for the Non Home Based Workforce from Implementation for the duration of the Construction Period and/or fund or reimburse use of NHS pharmacies for the prescription costs of members of the Non Home Based Workforce;

"PHW" means Public Health Wales; and

"Site Campus Medical Centre" means the medical facility located on the Site as described in Annex 1 to this Schedule;

1. Health Contributions

- 1.1 The Health (Monitoring) Contribution shall be paid by the Developer to the Council for onwards payment to BCUHB for the purpose of monitoring the effects of the Wylfa

Newydd DCO Project on Local Health Services during the Construction Period and the Developer shall not Implement the Wylfa Newydd DCO Project until it has paid the Council this contribution.

- 1.2 The Health (First NHS Workforce Use) Contribution shall be paid by the Developer to the Council for onwards payment to BCUHB towards the cost of the Non Home Based Workforce registering with or making use of NHS services in years one to three of the Construction Period in the following instalments:

- 1.2.1 10% shall be paid prior to Implementation; and

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

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

- 1.3 The Health (NHS Workforce Dependants Use) Contribution shall be paid by the Developer to the Council for onwards payment to BCUHB for the cost of the Workforce Dependants of the Non Home Based Workforce registering with and/or using off-Site NHS services during the Construction Period in the following instalments:

- 1.3.1 10% shall be paid prior to Implementation; and

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

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

- 1.4 The Health (Second NHS Workforce Use) Contribution shall be paid by the Developer to the Council for onwards payment to BCUHB upon the Site Campus Medical Centre becoming operational (as notified by the Developer to the Council and BCUHB) towards the cost of the Non Home Based Workforce registering with or making use of NHS services for the duration of the Construction Period following delivery of the Site Campus Medical Centre.

2. On-site Health Services

- 2.1 The Developer shall provide the scope of health services as set out in Annex 1 to this Schedule, phased from Implementation and until the end of the Construction Period.

3. Dentistry

- 3.1 Prior to Implementation the Developer shall provide the Council and BCUHB with the Dental Services Proposal for the Council's written approval in consultation with BCUHB.

- 3.2 The Developer and the Council in consultation with BCUHB may agree updates to (or replacement of) the Dental Services Proposal from time to time.

- 3.3 In the event that BCUHB refuses to engage with the Council to approve the Dental Services Proposal within three months of submission then the Council may approve the Dental Services Proposal without BCUHB's input.

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

4. Pharmacy prescriptions

4.1 Prior to Implementation the Developer shall provide the Council and BCUHB with the Pharmacy Services Proposal for the Council's written approval in consultation with BCUHB.

4.2 The Developer and the Council in consultation with BCUHB may agree updates to (or replacement of) the Pharmacy Services Proposal from time to time.

4.3 In the event that BCUHB refuses to engage with the Council to approve the Dental Services Proposal within three months of submission then the Council may approve the Pharmacy Services Proposal without BCUHB's input.

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

5. Communicable Diseases

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

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

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

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

6. Health and Wellbeing Engagement Group

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

6.2 The Council and the Developer shall actively participate in and maintain the Health and Wellbeing Engagement Group from Implementation for the duration of the Construction Period.

6.3 The invited membership of the Health and Wellbeing Engagement Group shall be a representative from each of the Council, the Developer, the Welsh Government, BCUHB, Welsh Ambulance Service NHS Trust, and PHW.

- 6.4 If following invitation the Welsh Government, and/or BCUHB, and/or Welsh Ambulance Service NHS Trust and/or PHW decline to respond to or participate in the Health and Wellbeing Engagement Group then the Health and Wellbeing Engagement Group shall consist of the Developer and the Council, and such of the Welsh Government, BCUHB, Welsh Ambulance Service NHS Trust, and PHW which have elected to participate.
- 6.5 The Developer and the Council agree that the duties and responsibilities of the Health and Wellbeing Engagement Group are:
- 6.5.1 To monitor health and wellbeing matters against the following indicators (in terms of impact of the Wylfa Newydd DCO Project):
- (a) Access to NHS services.
 - (b) Respiratory health.
 - (c) Accident hotspots.
 - (d) Sleep disturbance.
 - (e) Housing market pressures.
 - (f) Recruitment rates from local communities.
 - (g) Safeguarding vulnerable adults and children.
 - (h) Community lifestyles, behaviour, including community cohesion and physical activity levels.
- 6.5.2 To review the monitoring data received pursuant to paragraph 6.5.1 above.
- 6.5.3 To advise on and agree release of the Health (Contingency) Fund in the circumstances set out in paragraph 7 below.
- 6.5.4 To feed back to the Parties any issues relating to health and wellbeing matters as seen from the representatives' areas of expertise.
- 6.6 The Health and Wellbeing Engagement Group shall meet quarterly from Implementation unless otherwise agreed by a majority of the Health and Wellbeing Engagement Group.
- 6.7 The first meeting of the Health and Wellbeing Engagement Group shall include an agenda item to agree:
- 6.7.1 terms of reference for the operation of the Health and Wellbeing Engagement Group which must be in accordance with the planning obligations set out in this Schedule; and
- 6.7.2 chairing and secretariat functions of the Health and Wellbeing Engagement Group.

7. Health (Contingency) Fund

7.1 The Developer shall make payments from the Health (Contingency) Fund to the Council for application by the Council or for payment to BCUHB or an alternative health and wellbeing service (subject to Clause 7.2) in the following circumstances and in each case where the details of the inputs to the formula are set out in Annex 2, Annex 3, and Annex 4 to this Schedule:

7.1.1 In respect of the Health (Monitoring) Contribution:

- (a) Where the sum "Q" calculated as $(G+N+O) \times P = Q$ exceeds the Health (Monitoring) Contribution, the sum to be released from the Health (Contingency) Fund is the difference between the Health (Monitoring) Contribution paid by the Developer pursuant to paragraph 1.1 and the amount determined as "Q".
- (b) This sum will be calculated by the Developer in consultation with BCUHB and this calculation will be undertaken annually from the first anniversary of Implementation for the duration of the Construction Period.
- (c) Where it is determined that a sum is to be released from the Health (Contingency) Fund pursuant to paragraph 7.1.1(a) the Developer will pay that to the Council for onwards payment to BCUHB within 20 (twenty) Working Days.

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

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

*for A&E Attendances and Emergency Admissions only.

- (b) This sum will be calculated by the Developer in consultation with BCUHB and this calculation will be undertaken annually from the first anniversary of Implementation until the year of the opening of the Site Campus Medical Centre.
- (c) Where it is determined that a sum is to be released from the Health (Contingency) Fund pursuant to paragraph 7.1.2(a) the Developer will pay that to the Council for onwards payment to BCUHB within 20 (twenty) Working Days.

7.1.3 In respect of the Health (NHS Workforce Dependants Use) Contribution:

- (a) Where the sum "Q" calculated as $((C \times F \times M) + (C \times K \times M)) \times P = Q$ exceeds the Health (NHS Partners and Dependants Use) Contribution, the sum to be released from the Health (Contingency) Fund is the

difference between the Health (NHS Partners and Dependants Use) Contribution paid by the Developer pursuant to paragraph 1.3 and the amount determined as "Q".

- (b) This sum will be calculated by the Developer in consultation with BCUHB and this calculation will be undertaken annually from the first anniversary of Implementation for the duration of the Construction Period.
- (c) Where it is determined that a sum is to be released from the Health (Contingency) Fund pursuant to paragraph 7.1.3(a) the Developer will pay that to the Council for onwards payment to BCUHB within 20 (twenty) Working Days.

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

- (a) where the sum "Q" calculated as $((A \times D \times F) + (B \times E \times F) + (A \times H \times K - L) + (B \times I \times K - L) + (J \times K^*)) \times P = Q$ exceeds the Health (Second NHS Workforce Use) Contribution, the sum to be released from the Health (Contingency) Fund is the difference between the Health (Second NHS Workforce Use) Contribution paid by the Developer pursuant to paragraph 1.4 and the amount determined as "Q".

*for A&E Attendances and Emergency Admissions only.

- (b) This sum will be calculated by the Developer in consultation with BCUHB and this calculation will be undertaken annually from the opening of the Site Campus Medical Centre until the end of the Construction Period.
- (c) Where it is determined that a sum is to be released from the Health (Contingency) Fund pursuant to paragraph 7.1.4(a) the Developer will pay that to the Council for onwards payment to BCUHB within 20 (twenty) Working Days.

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

7.2.1 BCUHB provide to the Health and Wellbeing Engagement Group evidence of significant additional demand due to the Wylfa Newydd DCO Project on other health services it provides where funding for that demand cannot be recovered from another government agency, NHS body, reciprocal international health arrangement or an insurance provider;

7.2.2 the Council or BCUHB provide to the Health and Wellbeing Engagement Group evidence of significant additional demand on their services from health related Safeguarding issues directly attributable to the Wylfa Newydd DCO Project where funding for that demand cannot be recovered from another government agency, NHS body, reciprocal international health arrangement or an insurance provider; and

- 7.2.3 the Health and Wellbeing Engagement Group agree that funding should be released from the Health (Contingency) Fund, having regard to all the circumstances including the timing of that request, as well as the remaining quantum of the Health (Contingency) Fund.
- 7.3 Where paragraph 7.2.1, or 7.2.2 and 7.2.3 are satisfied the Developer will pay the determined sum to the Council or to the Council for onwards payment to BCUHB or an alternative health and wellbeing service within 20 Working Days.
- 7.4 Release of funds from the Health (Contingency) Fund will cease at the end of the Construction Period.

ANNEX 1 – INDICATIVE SCOPE OF HEALTH SERVICES

1. On-Site Healthcare Facilities

- 1.1 The Developer would operate two on-site healthcare facilities:
 - (a) a Construction Site Clinic (CSC) (a facility within the construction security fence on the Power Station Site; and
 - (b) a Site Campus Medical Centre (SCMC) (a medical centre on the Site Campus based on the Walk-In Centre model).
- 1.2 Arrangements for healthcare services for the Workforce will be robust; meet required professional, clinical and statutory requirements, and minimise unintended consequences for local NHS services through unanticipated demand.
- 1.3 Horizon will appoint a private sector provider to provide health services on-site and to liaise with the NHS.
- 1.4 Horizon will operate a CSC from the start of the Construction Period (start of Quarter 1 post implementation of the Wylfa Newydd DCO Project), until the end of the Construction Period.
- 1.5 At the start of the Construction Period, the CSC will be staffed initially by a nurse, with resources progressively increasing as Workforce activities increase (e.g. to include paramedics, occupational health nurses, occupational health physicians). The CSC will be operational for the full construction period and staffing will scale up and down in proportion to the number of the Workforce on site and demand. A draft specification for the CSC is set out in paragraph 3.3 below.
- 1.6 Horizon will operate the SCMC from Phase 1 of the Site Campus. Paragraph 3.4 below sets out the SCMC services (guideline).
- 1.7 The CSC and the SCMC would be constructed and operated by a private provider. No financial payment to the public sector is therefore proposed for this item. NHS interfaces are discussed in relation to 'off-Site' healthcare.

2. GENERAL SCOPE OF WORK

- 2.1 The scope shall include the following:
 - (a) Provide trained and licensed/registered medical personnel for medical services to a mixed-gender Workforce.
 - (b) Provide medical services to include primary health care, occupational health care, emergency care and emergency response for industrial/construction accident or emergency medical conditions including triage, first response, patient stabilisation and transport to local and regional hospital facilities (including care during transport) if required.

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

2.2 Considerations

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

3. **Clinic Services**

3.1 The following services are to be provided at the CSC and SCMC: - these are guidelines and can be expanded or reduced to fit the Wylfa Newydd DCO Project.

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

3.3 **Construction Site Clinic**

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

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

- (a) Primary Health for non-work-related injuries and illnesses
- (b) Chronic illness management
- (c) Occupational Health
- (d) Clinical assessment
- (e) ECG testing/interpretations
- (f) Intravenous therapy
- (g) Management of soft tissue injury and fractures
- (h) Common illness and injury management
- (i) Minor and major trauma management
- (j) Resuscitation services / advanced life support
- (k) Immunisations

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

4. **Medical Staff**

- 4.1 A number of the medical staff will be accommodated at the SCMC and shall be on call 24/7 for emergencies.
- 4.2 Medical staffing levels will change over the life of the Wylfa Newydd DCO 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 Wylfa Newydd DCO Project health risks.
- 4.3 Clinical staff shall possess appropriate and current licenses/registration for the UK as recognised health care providers. The NHS (Performers List)(Wales) Regulations 2004 came into force on the 1 April 2004. The regulations consolidated the previous GMS Medical List and Supplementary Medical List into a single Performers List for all Welsh GPs, Locums and Registrars. General Medical Practitioners are required to be on the medical performers list of a Local Health Board (LHB) before they can work in Wales. A formal application has to be made. Currently GPs listed in England are required to apply to join a Welsh list to work in Wales and the same applies in England.
- 4.4 Due to the potential for multiple/simultaneous trauma victims all medical staff at the CSC and SCMC must have strong emergency medical/trauma care skills and have proven occupational health qualification, or equivalent experience, in a construction and/or industrial site setting. All medical staff must be in possession of a current Advance Life Support (ALS) certificate. All medical staff shall have previous experience at construction and/or industrial work locations, with good communication skills.
- 4.5 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.
- 4.6 Selected roles: The team will be made up of (indicative):
 - (a) Clinical Team Leader

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

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

4.8 The service will be overseen by a Medical Services Coordinator.

5. **Case Management**

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

6. **Pharmaceuticals and Consumables**

6.1 Medical Equipment / Consumables / Medications: Health service provider shall provide the necessary medical equipment, pharmaceuticals, and consumables necessary to maintain and perform medical services to an emergency advanced life support level.

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

6.3 Health service provider shall implement an inventory of pharmaceuticals and medical consumables based on Wylfa Newydd DCO Project staffing levels. The inventory levels will be such that the provider maintains an adequate emergency backup supply in case of an unforeseen supply problems. Inventory levels are to take into account shelf life to limit the amount of pharmaceuticals and medical consumables.

7. **Health Surveillance**

7.1 Health service provider shall deliver health surveillance as required.

8. **Disease Control and Prevention**

8.1 Epidemic/Pandemic Control: Due to a large population of Wylfa Newydd DCO 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.

- 8.2 Every effort will be made in assisting the Wylfa Newydd DCO to prevent and respond to epidemic/pandemic diseases.
- 8.3 Respiratory Disease Prevention : Every effort will be made to prevent respiratory diseases by:
- (a) Isolation/separation of affected individuals where possible
 - (b) Emphasising early diagnosis and treatment
- 8.4 Water-Borne Disease Prevention: Primary prevention methods for water-borne diseases will include:
- (a) Testing of potable water supplies
 - (b) Sterilisation of hot water systems and periodic temperature checks
- 8.5 Secondary prevention methods will include early diagnosis and treatment of infectious diseases.
- 8.6 Food-Borne Illness Prevention.
- 8.7 Primary prevention will include:
- (a) Questionnaires/declarations for food handlers
 - (b) Hygiene inspections and temperature checks in the Site Campus kitchens and cafeterias
- 8.8 Secondary Prevention: The SCMC is required to be adequately staffed to diagnose and treat the majority of food and water borne illnesses. A mechanism will be in place to send samples to a reference laboratory if there is a possible epidemic situation of unknown aetiology.
- 9. Drug and Alcohol Programme**
- 9.1 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 DCO Project procedures. Personnel undertaking drug and alcohol testing shall be trained and certified to appropriate standards by an approved registered training organisation.
- 9.2 Health services provider shall develop and implement a chain of custody procedure. The procedure is to include medical review officer activities for final evaluation and analysis of non-negative samples.
- 10. Emergency Services**
- 10.1 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 construction site and Site Campus, which may require urgent or non-urgent

transport. Emergency medical treatment will be dealt in tandem with rescue services from the on-site fire and rescue service.

- 10.2 Provide rapid medical emergency response, to include resuscitation, stabilisation and treatment, including limited emergency surgical procedures (chest tube placement, airway management, vascular access procedures, control of bleeding in case of an amputation of a major limb etc.) as required and optimisation for medical evacuation transport, if appropriate. Resuscitative services shall be available at all times.
- 10.3 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.
- 10.4 **Patient Transport / Ambulance Provision:** 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 cases to hospital in Bangor. The distance would mean it would be gone two hours plus, so a second may be required.
- 10.5 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.
- 10.6 **First Aid Kits:** 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.
- 10.7 **AED Programme:** There will be the correct number of AEDs for the site / Site Campus population distributed. Health Services will have the responsibility of checking the AEDs on a weekly basis and maintaining a checklist and performing AED training.

11. **Patient Medical Record Management**

- 11.1 Medical records for clinical interactions and consultations will be maintained to:
 - (a) Ensure effective management of ongoing medical conditions by the designated clinician
 - (b) Provide proper continuity of care
 - (c) Enable identification of possible work-related illness
- 11.2 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 prior to commencement of operation of the CSC.

12. **Staffing**

- 12.1 These staffing levels are provided for illustration. They will be refined and will be subject to change. The numbers below refers to the Workforce and do not differentiate between Home Based Workforce and Non Home Based members of the Workforce.

- (a) Earthworks and Marine. 300 to 1,000 persons on site. Mostly working daylight hours 6 days per week. A standard construction site set up with pre fab buildings, first aid / medical room manned by a nurse practitioner plus a level 1 Emergency Medical Technician (EMT) once major work begins. The nurse would do Occupational Health and some primary care there will be onward referral to local NHS services. Site all-terrain ambulance for earthworks areas.
- (b) Start of Main works, 1,000 to 3,000 on site. CSC fully operational. Nurse practitioners, Higher Level EMTs on both working shifts, Site Ambulances operational subject to agreement with Welsh Ambulance Service NHS Trust, Occupational Health and Physiotherapy support.
- (c) Peak Construction 3,000 rising to 9,000 on site. Full services as proposed. 24 hr emergency provision including fire and rescue team to support, based at CSC, with the SCMC providing primary care for all members of the Workforce plus off-shift out-of-hours services for members of the Workforce accommodated at the Site Campus (with off-shift out-of-hours services for the Workforce accommodated in the community provided by the NHS).

ANNEX 2

Inputs for Schedule 8 paragraph 7 formulae

Population:

A = number of the Non Home Based Workforce accommodated at the Site Campus for a given year post implementation of the Wylfa Newydd DCO Project.

B = number of the Non Home Based Workforce accommodated in the community for a given year post implementation of the Wylfa Newydd DCO Project.

C = number of partners and dependants (collectively) of the Non Home Based Workforce moving to the BCUHB area for a given year post implementation of the Wylfa Newydd DCO Project.

Primary care:

D = for the Non Home Based Workforce accommodated at the Site Campus, the expected usage based on a reduction in NHS primary care service usage attributable to on-site healthcare facilities and services (Construction Site Clinic and Site Campus Medical Centre), for each of General Medical Services, Sexual Health, Mental Health, Dental and Pharmacy. (Mitigating effect of Horizon private healthcare provision).

E = for the Non Home Based Workforce accommodated in the community, the expected usage based on a reduction in NHS primary care service usage attributable to on-site healthcare facilities and services (Construction Site Clinic and Site Campus Medical Centre), for each of General Medical Services, Sexual Health, Mental Health, Dental and Pharmacy. (Mitigating effect of Horizon private healthcare provision).

F = per capita NHS primary care service fee for each of General Medical Services, Sexual Health, Mental Health, Dental and Pharmacy.

G = payment via BCUHB to GPs for recording whether new or emergency registrations at GP surgeries are the Non Home Based Workforce of the Wylfa Newydd DCO Project.

Secondary care:

H = for the Non Home Based Workforce accommodated at the Site Campus, expected usage based on a reduction in NHS secondary care service usage attributable to on-site healthcare facilities and services (Construction Site Clinic and Site Campus Medical Centre), for each of A&E Attendances, Emergency Admissions, Elective Admissions, Elective Day Cases and Outpatients. (Mitigating effect of Horizon private healthcare provision).

I = for the Non Home Based Workforce accommodated in the community, expected usage based on a reduction in NHS secondary care service usage attributable to on-site healthcare facilities and services (Construction Site Clinic and Site Campus Medical Centre), for each of A&E Attendances, Emergency Admissions, Elective Admissions, Elective Day Cases and Outpatients. (Mitigating effect of Horizon private healthcare provision).

J = The number of work related incidents requiring hospital attendance.

K = per capita NHS secondary care service fee for each of A&E Attendances, Emergency Admissions, Elective Admissions, Elective Day Cases and Outpatients.

L = NHS recoverable component of emergency admissions and elective admissions (through reimbursement from other NHS areas, reciprocal EU healthcare agreements or health insurance). Based on:

- proportions of the Non Home Based Workforce who are from the 'UK', 'non-UK EU' and 'non-UK non-EU'; and
- the proportion of costs for each group that can reasonably be expected to be recoverable.

Other:

M = proportion of dependants' annual NHS costs met by Horizon during the construction period (33%).

N = monitoring payment to support the Health and Well-being Group with bespoke analysis and anonymising of routine NHS data pertinent to the Project. I.e. relating to NHS usage.

O = BCUHB project management cost contribution.

P = the amount by which the NHS budget rises due to inflation.

ANNEX 3 - VARIABLES

1. **Workforce number (annual means of quarter-based data)**

	Year (where start of year 2 is quarter 1 post DCO implementation)										
Construction workforce numbers	0	1	2	3	4	5	6	7	8	9	10
Non Home Based (NHB) members of the Workforce	0	0	403	1,754	3,618	4,608	6,643	5,516	2,967	497	83
Site Campus bed spaces available	0	0	0	250	1,125	2,250	3,875	4,000	2,680	0	0
NHB members of the Workforce accommodated at the Site Campus [A]	0	0	0	219	984	1,969	3,391	3,500	2,345	0	0
NHB members of the Workforce accommodated in the community [B]	-	-	403	1,535	2,634	2,639	3,252	2,016	622	497	83

Site Campus occupancy rate	87.5%
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Number of partners and dependants (collectively) of NHB members of the Workforce moving to the BCUHB area [C]	505
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2. Primary care variables

2.1 Primary care usage rates by the Non Home Based Workforce

NHB members of the Workforce accommodated at the Site Campus, the expected usage based on a reduction in NHS primary care service usage attributable to on-site healthcare facilities and services	[D]
General Medical Services (i.e. a 95% reduction, so only 5% usage of NHS GMS)	5%
Sexual Health	25%
Mental Health	25%
Dental	5%
Pharmacy	5%

NHB members of the Workforce accommodated in the community, the expected usage based on a reduction in NHS primary care service usage attributable to on-site healthcare facilities and services	[E]
General Medical Services (i.e. an 80% reduction, so only 20% usage of NHS GMS)	20%
Sexual Health	50%

Mental Health	50%
Dental	10%
Pharmacy	20%

2.2 Primary care unit costs:

Per capita NHS primary care service fee (from BCUHB male 35- to 49-year-old cohort)	Unit costs (2016/7) [F]
General Medical Services	£158.50
Sexual Health	£50.00
Mental Health	£42.86
Dental	£85.00
Pharmacy	£158.50

Payment via BCUHB to GPs for recording whether new or emergency registrations at GP surgeries are NHB members of the Workforce of the Wylfa Newydd DCO Project [G]	£110,000
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3. Secondary care variables

3.1 Secondary care usage rates by the Non Home Based Workforce

NHB members of the Workforce accommodated at the Site Campus, expected usage based on a reduction in NHS secondary care service usage attributable to on-site healthcare facilities and services [H = rate x percentage]	BCUHB rate per thousand people	Percentage usage
A&E Attendances (i.e. a 75% reduction, so only 25% usage of NHS A&E)	268	25%
Emergency Admissions	69	55%
Elective Admissions	11	25%
Elective Day Cases	48	25%
Outpatients	658	5%

NHB members of the Workforce accommodated in the community, expected usage based on a reduction in NHS secondary care service usage attributable to on-site healthcare facilities and services [I = rate x percentage]	BCUHB rate per thousand people	Percentage usage
A&E Attendances (i.e. a 50% reduction, so only 50% usage of NHS A&E)	268	50%
Emergency Admissions	69	80%
Elective Admissions	11	25%
Elective Day Cases	48	25%

NHB members of the Workforce accommodated in the community, expected usage based on a reduction in NHS secondary care service usage attributable to on-site healthcare facilities and services [I = rate x percentage]	BCUHB rate per thousand people	Percentage usage
Outpatients	658	5%

The number of work-related incidents requiring hospital attendance (added to A&E and Emergency Admissions per year) [J]	8 per year
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3.2 Secondary care unit costs:

Per capita NHS secondary care service fee (from BCUHB male 35 to 49 year old cohort)	Unit costs [K] (2016/7)
A&E Attendances	£212
Emergency Admissions	£2,613
Elective Admissions	£7,119
Elective Day Cases	£1,179
Outpatients	£183

3.3 Secondary care recoverable costs

NHS recoverable component of emergency admissions and elective admissions [L = worker origin x % of NHB workers x % recoverable costs]	UK NHB worker	Non-UK EU NHB worker	Non-UK non-EU NHB worker
% of NHB workers (estimate)	80%	10%	10%
% recoverable costs	70%	70%	50%

4. Other

Proportion of dependants' annual NHS costs met by Horizon during the construction period [M]	33%
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Monitoring payment to support the Health and Well-being Engagement Group with bespoke analysis and anonymising of routine NHS data pertinent to the Project [N]	£110,000
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BCUHB project management cost contribution [O]	£50,000
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ANNEX 4 - ASSUMPTIONS

Primary care	
i.	The on-site facilities (Construction Site Clinic (CSC) and the Site Campus Medical Centre (SCMC)) for the Workforce will provide occupational health, minor injury and primary care services. These facilities and services will address the majority of the Workforce's healthcare needs (including long-term condition management). Members of the Workforce will return to their usual place of residence when signed off as sick and when they require elective secondary care.
ii.	The workers would access sexual health services at the SCMC; or from the NHS in Anglesey; or at their usual place of residence (during leave).
iii.	The workers would access primary care mental health services at the SCMC; or from the NHS in Anglesey; or at their usual place of residence (during leave).
iv.	Most workers would continue to access routine dental services at their usual place of residence (during leave).
v.	Horizon would provide private dental services for any residual routine and emergency dental needs of the Workforce.
vi.	Horizon would provide free prescriptions at the SCMC via private prescription service for the Workforce.
vii.	For primary care: local enhanced service to be set up whereby GPs are paid to record whether new or emergency registrations are working at Wylfa Newydd. Cost proposed equivalent to £10k per year for 11 years (mirroring that of the Health and Wellbeing Engagement Group cost).
Secondary care	
viii.	On-site facilities providing some hospital type services (minor injuries etc ... and triaging to avoid inappropriate attendances, which can be 40% of attendances);
ix.	Preventative value of the on-site healthcare in reducing hospital attendance, including any healthy worker effect;
x.	Emergency admissions costs for UK NHB workers would be recoverable by BCUHB from the appropriate CCG (England) or Health Board (Wales/Scotland), or HSC Trust (Northern Ireland). Non-UK EU NHB workers' costs would be recoverable. Non-UK non-EU NHB workers would be required to have health insurance, allowing cost recovery. See table A-2 of HIA for percentages. 81% of the NHB workers would be from the UK.
xi.	Workers would continue to access outpatient appointments etc ... for any long term conditions at their usual place of residence (during leave);
xii.	Any seriously ill workers would be signed off and return to their usual place of residence for care.
xiii.	Work related incidents will be low. Assumption: usage rates will be as predicted. For the purposes of planning the current estimate is one major incident and seven moderate incidents on the main site per year that could require ambulance services. Other incidents (around 100 per year) are expected to be managed by on-site healthcare.
General	
xiv.	The financial calculation takes account of the different demand that will be placed on the NHS by the NHB workers resident on the Site Campus and the NHB workers who reside in the community
xv.	Inflation to uplift from BCUHB 2016/17 prices to 2018/19 prices.
xvi.	Inflation into the future will be factored in to the final settlement.
xvii.	Additional activity to be picked up through monitoring (the "Health (Monitoring) Payment" supports this).

xix.	Dependants: Horizon would provide a contribution rather than full costs. The BCUHB approach is for all years. Horizon position was to pay 100% for the number of dependants at the peak of construction. Horizon now offers (based on the BCUHB approach) to pay a proportion of all years across the Construction Period.
xx.	The Workforce will be, by definition, in work and will therefore be healthier than the general population. The 'healthy worker' effect is not amenable to simple quantification. (Calculations are based on BCUHB usage by male 35 to 49 year old cohort).
xxi.	BCUHB would recover costs for some NHS service use by NHB workers from other parts of the UK and Non-UK NHB workers. The unit cost provided by BCUHB include administrative fees for recovering costs for UK NHB workers.
xxii.	A determination will be made regarding the number of emergency vehicles required on-site. The current plan is for 2-3 ambulances including at least one 4x4 off-road for the outer earthworks areas and at least one road ambulance for transferring cases to hospital in Bangor. The distance would mean it would be gone two hours plus, so a second may be required. Emergency vehicles shall be standard Advanced Life Support (ALS) vehicles and be appropriately equipped with Advanced Cardiac Life Support (ACLS) equipment and emergency medications. Adequate oxygen supply for at least 6 hours must be available.
	Ambulance
xxiii.	Unit rate for road ambulance callout is applied to the Non Home Based Workforce accommodated in the community (which would benefit from CSC and SCMC services part-time). The Non Home Based Workforce accommodated at the Site Campus would have full-time access to the private on-site ambulances to convey them to A&E.
xxiv.	Academic source suggests 61.5% of A&E attendance by ambulance (for patients from general population who are admitted to hospital after attendance at A&E) See www.ncbi.nlm.nih.gov/pmc/articles/PMC5537532/ . This rate has been reduced to allow for the 'healthy worker' effect (based on a professional judgement) and for the fact that the Workforce will also have access to the on-site facilities.
xxv.	WAST ambulance usage is based on A&E attendance rates by NHB construction workers accommodated in the community. This equates to approx. one WAST ambulance callout per day (not work related) at the peak of the Construction Period.
xxvi.	Horizon acknowledges that WAST would also have other costs associated with training etc. Horizon does not accept that it should meet the full cost of public services.
xxvii.	The overall contribution to WAST (as per this Deed) would be £1,000,000. This includes the cost for ambulance callouts and other costs, such as training.
xxviii.	Ambulance transport would only be required for A&E attendance, not elective admissions (by their nature non-emergency) and not outpatient appointments (by their nature non-emergency).
xxix.	WAST would not be involved in work related incidents requiring A&E attendance. Assumption is that the on-site private ambulance provision would meet this requirement. Horizon have provisionally agreed that Horizon would provide patient transfer from the main site. The finalised scope of health services will reflect this in the number of vehicles provide on-site.
	BCUHB assumptions for unit costs
xxx.	Specialist services and transfers out of area are not included.
xxxi.	Community and mental health-based services are indicative and figure is for planning purposes.
xxxii.	Conditions with high cost impact (e.g., high cost cancer drugs) are not included.

SCHEDULE 9 EMERGENCY SERVICES

"Ambulance Service Contribution" means a contribution of £1,000,000 (One Million Pounds) payable in accordance with paragraph 1;

"Annual NPCG Increase Payment" means the amount calculated by the following formula:

$$A \times B = C$$

Whereas:

- A = the number of days between the 31 March and the date on which the next instalment of the Police Contribution falls due;
- B = the increase in the Full Economic Cost applicable from 1 April in that calendar year compared with the Full Economic Cost for the previous year divided by 365;
- C = the amount of the Annual NPCG Increase payment,

Save That this formula shall not apply to the first instalment of the Police Contribution paid pursuant to paragraph 3.2.1 and the Annual NPCG Increase Payment shall be deemed to be £0 for the purposes of calculating the Police Adjustment;

"Emergency Services Engagement Group" means the group established in accordance with paragraph 4;

"Extended Total Police Resource" means the police resource required for the NHB Workforce Bands as set out in Table 2 of Annex 2;

"Fire Service Contribution" means a contribution £1,250,000 (One Million Two Hundred and Fifty Thousand Pounds) payable in accordance with paragraph 2;

"Full Economic Cost" means the annual cost of police resource including the North Wales Police Force Position increased to reflect North Wales Police cost for police resources by applying the methodology described in Appendix 4 of the NPCG updated each financial year and for the current year as attached hereto at Annex 3;

"Further Annual Police Contribution" has the meaning given to it in paragraph 3.4;

"Maximum NHB Workforce" means the estimated maximum number of the Non Home Based Workforce for each construction year as set out in the first row of Table 1 of Annex 2;

"NHB Workforce Bands" means the Non Home Based Workforce bands as set out in row 1 of Table 2 of Annex 2;

"NHB Workforce Notification Date" means the date 12 (twelve) months prior to the date on which the Developer anticipates the Induction of the 501st member of the Non

Home Based Workforce, which notification shall enable the North Wales Police to ensure an adequate lead in time for training of police resources;

"North Wales Police Force Position" has the meaning given to it in Appendix 4 of the NPCG which states: *"Each Force is required to update the above calculation to reflect their Force position for the current financial year. The special policing services guidance describes a standard method for the calculation [of] the charges and their application. The actual rates charged will differ for each force, based upon costs within that specific force"*;

"NPCG" means the National Police Chief's Council National Policing Guidelines on Charging for Police Services (updated yearly), or any equivalent successor or additional guidance, policy or documentation that may supplement or replace it;

"Police Adjustment" means the amount calculated by the following formula:

$$(D + E + F) - G = H$$

Whereas:

- D = the annual Full Economic Cost where the methodology described in Appendix 4 of the NPCG is applied to the relevant number of police officers making up the Total Police Resource for the relevant year as set out in Table 1 of Annex 2;
- E = the Annual NPCG Increase Payment;
- F = where relevant:
 - the Police Officer Cost where the Predicted Maximum NHB Workforce exceeds the Maximum NHB Workforce by between 700 to 1,399 persons; or
 - two times the Police Officer Cost where the Predicted Maximum NHB Workforce exceeds the Maximum NHB Workforce by more than 1400 persons;
- G = the yearly amount of the Police Contribution as set out in paragraph 4; and
- H = the amount of the Police Adjustment;

"Police Contribution" means a contribution of £10,330,218 (ten million three hundred and thirty thousand two hundred and eighteen pounds) based on the Maximum NHB Workforce payable in accordance with paragraph 3.2 of this Schedule and the Police Contribution shall not be Indexed;

"Police Officer Cost" means the Full Economic Cost of hiring one police officer for a year;

"Predicted Maximum NHB Workforce" means the Developer's predicted maximum number of the Non Home Based Workforce for a construction year calculated prior to each construction year;

"Retained Fire Fighter" means a member of the Workforce who is trained as a firefighter but who does not work full-time as a fire fighter but will spend period of time on call to respond to emergencies;

"Retained Fire Fighters Scheme" means the proposal demonstrating how the Developer will train and ensure provision of Retained Fire Fighters from the Workforce for potential deployment on the Sites which shall include:

- (a) the standard to which the Retained Fire Fighters will be trained;
- (b) the number of Retained Fire Fighters per construction year;
- (c) the shift and/or working patterns of the Retained Fire Fighters to ensure appropriate coverage;
- (d) the training provided to the Retained Fire Fighters;
- (e) joint working, information sharing and training exercises between The Retained Fire Fighters and the North Wales Fire and Rescue Service;

"Significant Adverse (Traffic Collision) Effect" means 20 (twenty) or more road traffic collisions per year which are caused (or jointly caused) by a Wylfa Newydd Vehicle and which require attendance by the North Wales Fire and Rescue Service;

"Tailpiece" means where an approval, document or DCO requirement contains the words "unless otherwise agreed" and in the circumstances set out in the DCO at paragraph 4 of schedule 3 (*Requirements*);

"Total Police Resource" means the police resource required for the Maximum NHB Workforce for a construction year as set out in Table 1 of Annex 2;

"Traffic Collision Monitoring Data" means data forming part of the Transport Monitoring Data defined in Schedule 7 which relates to traffic collision numbers and which will be shared with the Emergency Services Engagement Group under paragraph 5.1 of Schedule 7; and

"Wylfa Newydd Vehicle" means a heavy goods vehicle, a light goods vehicle servicing the Wylfa Newydd DCO Project, and a bus and/or a coach exclusively servicing the Wylfa Newydd DCO Project, and a private vehicle driven by the Non Home Based Workforce in the KSA.

1. **Ambulance Service Contribution**

- 1.1 From Implementation the Developer shall comply with the indicative Scope of Health Services set out in Annex 1 to Schedule 8 (including appropriate phasing for its delivery) which provides for onsite ambulance services at paragraph 10.4 and staffing at 12.1(b).
- 1.2 The Ambulance Service Contribution shall be paid by the Developer to the Council for onward payment to the Welsh Ambulance Service NHS Trust in the following instalments:

- 1.2.1 a payment of £581 (Five Hundred and Eighty One Pounds) prior to Implementation;
- 1.2.2 a payment of £1,631 (One Thousand Six Hundred and Thirty One Pounds) on the first anniversary of Implementation;
- 1.2.3 a payment of £12,458 (Twelve Thousand Four Hundred and Fifty Eight Pounds) on the second anniversary of Implementation;
- 1.2.4 a payment of £37,755 (Thirty Seven Thousand Seven Hundred and Fifty Five Pounds) on the third anniversary of Implementation;
- 1.2.5 a payment of £91,494 (Ninety One Thousand Four Hundred and Ninety Four Pounds) on the fourth anniversary of Implementation;
- 1.2.6 a payment of £155,387 (One Hundred and Fifty Five Thousand Three Hundred and Eighty Seven Pounds) on the fifth anniversary of Implementation;
- 1.2.7 a payment of £226,695 (Two Hundred and Twenty Six Thousand Six Hundred and Ninety Five Pounds) on the sixth anniversary of Implementation;
- 1.2.8 a payment of £232,329 (Two Hundred and Thirty Two Thousand Three Hundred and Twenty Nine Pounds) on the seventh anniversary of Implementation;
- 1.2.9 a payment of £157,342 (One Hundred and Fifty Seven Thousand Three Hundred and Forty Two Pounds) on the eighth anniversary of Implementation;
- 1.2.10 a payment of £16,523 (Sixteen Thousand Five Hundred and Twenty Three Pounds) on the ninth anniversary of Implementation;
- 1.2.11 a payment of £3,669 (Three Thousand Six Hundred and Sixty Nine Pounds) on the tenth anniversary of Implementation,

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

1.3 The Ambulance Service Contribution shall be spent on:

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

2. Fire Service

2.1 Provision of on-Site fire services

- 2.1.1 From Implementation the Developer shall deliver the on-Site Fire Services as set out in Annex 1 to this Schedule and it shall maintain those services (subject

to any amendment pursuant to paragraph 2.1.2 below) until the end of the Construction Period.

2.1.2 The Developer shall review its on-Site fire services (as set out in Annex 1 to this Schedule) in consultation with the North Wales Fire and Rescue Service not less than annually during the Construction Period.

2.1.3 Any changes to the on-Site Fire Services (as set out in Annex 1) must be approved by the North Wales Fire and Rescue Service before they are implemented if the change would result in a reduction of the on-Site Fire Services, and in such event the Developer and the North Wales Fire and Rescue Service may, following review, of the proposed reduction of the on-Site Fire Services agree alternative mitigation to address such a reduction to ensure the overall mitigation is robust and fit for purpose.

2.2 Provision of Retained Fire Fighters Scheme

2.2.1 Prior to Implementation the Developer shall provide the Council and North Wales Fire and Rescue Service with the Retained Fire Fighters Scheme for North Wales Fire and Rescue Service's written approval.

2.2.2 The Developer shall review the Retained Fire Fighters Scheme in consultation with the North Wales Fire and Rescue Service not less than annually during the Construction Period.

2.2.3 Any changes to the Retained Fire Fighters Scheme must be approved by the North Wales Fire and Rescue Service before they are implemented if the change would result in a reduction of the services provided under the Retained Fire Fighters Scheme in place at the time of review, and in such event the Developer and the North Wales Fire and Rescue Service may agree alternative mitigation to address such a reduction.

2.2.4 The Developer shall implement the approved Retained Fire Fighters Scheme (or updated or replacement proposal) for the duration of the Construction Period and shall adhere to and comply with its provisions.

2.3 Fire Service Contribution

2.3.1 The Fire Service Contribution shall be paid by the Developer to the Council for onward payment to North Wales Fire and Rescue Service (subject to Clause 7) in the following instalments:

- (a) a payment of £50,000 (Fifty Thousand Pounds) prior to Implementation;
- (b) a payment of £150,000 (One Hundred and Fifty Thousand Pounds) on the first anniversary of Implementation;
- (c) a payment of £200,000 (Two Hundred Thousand Pounds) on the second anniversary of Implementation;
- (d) a payment of £200,000 (Two Hundred Thousand Pounds) on the third anniversary of Implementation;

- (e) a payment of £250,000 (Two Hundred and Fifty Thousand Pounds) on the fourth anniversary of Implementation;
- (f) a payment of £150,000 (One Hundred and Fifty Thousand Pounds) on the fifth anniversary of Implementation;
- (g) a payment of £100,000 (One Hundred Thousand Pounds) on the sixth anniversary of Implementation;
- (h) a payment of £100,000 (One Hundred Thousand Pounds) on the seventh anniversary of Implementation;
- (i) a payment of £50,000 (Fifty Thousand Pounds) on the eighth anniversary of Implementation,

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

2.3.2 In the event that Traffic Collision Monitoring Data demonstrates a Significant Adverse (Traffic Collision) Effect the Developer and the North Wales Fire and Rescue Service shall review the mitigation established in paragraphs 2.1 and 2.2 above and this paragraph 2.3 and where appropriate agree whether additional or alternative mitigation is required.

2.3.3 The Fire Service Contribution shall be spent on:

- (a) mitigation for the potential for higher demand on North Wales Fire and Rescue Service as a result of the Wylfa Newydd DCO Project; and
- (b) North Wales Fire and Rescue Service workforce planning and training, and monitoring; and/or
- (c) additional training and heavy lifting equipment for deployment at road traffic accidents; and/or
- (d) staffing time and costs required to physically review the Site and liaise with the Developer in respect of the construction build for the duration of the Construction Period; and/or
- (e) other such matters as may be agreed between the North Wales Fire and Rescue Service and the Developer to respond to the needs of the Wylfa Newydd DCO Project.

2.3.4 In respect of timing for agreements

- (a) where the Developer and the North Wales Fire and Rescue Service have not reached agreement on the matters set out in paragraphs 2.1.3 and 2.2.3 above within 20 (twenty) Working Days of first submission of the proposed changes by the Developer to the North Wales Fire and Rescue Service a meeting shall be held as soon as reasonably practicable between a director of the Developer and the chief fire officer of the North Wales Fire and Rescue Service to agree the changes and if no

agreement is reached within a further 20 (twenty) Working Days the Developer shall engage Clause 12 (Disputes) to resolve the matter; and

- (b) the Council shall oblige the North Wales Fire and Rescue Service, via the Deed of Covenant referred to in Clause 7, to use the disputes procedure set out in both the Deed of Covenant and Clause 12 (Disputes) of this Deed for expert determination if the matters referred to in paragraph 2.3.4(a) above cannot be agreed with the Developer within the time frames set out in paragraph 2.3.4(a).

3. North Wales Police

3.1 Police notification

- 3.1.1 The Developer shall notify North Wales Police in writing on the NHB Workforce Notification Date.

3.2 Police Contribution and Police Adjustment

- 3.2.1 the first instalment of the Police Contribution of £552,627 (Five Hundred and Fifty Two Thousand Six Hundred and Twenty Seven Pounds) plus the Police Adjustment shall be paid by the Developer to the Council for onward payment to North Wales Police upon or prior to Commencement and the Developer shall not Commence the Wylfa Newydd DCO Project until it has made this payment to the Council;
- 3.2.2 the second instalment of the Police Contribution of £819,513 (Eight Hundred and Nineteen Thousand Five Hundred and Thirteen Pounds) plus the Police Adjustment shall be paid on the first anniversary of the NHB Workforce Notification Date;
- 3.2.3 the third instalment of the Police Contribution of £1,086,399 (One Million and Eighty Six Thousand Three Hundred and Ninety Nine Pounds) plus the Police Adjustment shall be paid on the second anniversary of the NHB Workforce Notification Date;
- 3.2.4 the fourth instalment of the Police Contribution of £1,264,323 (One Million Two Hundred and Sixty Four Thousand Three Hundred and Twenty Three Pounds) plus the Police Adjustment shall be paid on the third anniversary of the NHB Workforce Notification Date;
- 3.2.5 the fifth instalment of the Police Contribution of £1,442,247 (One Million Four Hundred and Forty Two Thousand, Two Hundred and Forty Seven Pounds) plus the Police Adjustment shall be paid on the fourth anniversary of the NHB Workforce Notification Date;
- 3.2.6 the sixth instalment of the Police Contribution of £1,422,247 (One Million Four Hundred and Twenty Two Thousand, Two Hundred and Forty Seven Pounds) plus the Police Adjustment shall be paid on the fifth anniversary of the NHB Workforce Notification Date;

- 3.2.7 the seventh instalment of the Police Contribution of £1,353,285 (One Million Three Hundred and Fifty Three Thousand, Two Hundred and Eighty Five Pounds) plus the Police Adjustment shall be paid on the sixth anniversary of the NHB Workforce Notification Date;
- 3.2.8 the eighth instalment of the Police Contribution of £1,086,399 (One Million and Eighty Six Thousand Three Hundred and Ninety Nine Pounds) plus the Police Adjustment shall be paid on the seventh anniversary of the NHB Workforce Notification Date;
- 3.2.9 the ninth instalment of the Police Contribution of £730,551 (Seven Hundred and Thirty Thousand Five Hundred and Fifty One Pounds) plus the Police Adjustment shall be paid on the eighth anniversary of the NHB Workforce Notification Date; and
- 3.2.10 the tenth instalment of the Police Contribution of £552,627 (Five Hundred and Fifty Two Thousand Six Hundred and Twenty Seven Pounds) plus the Police Adjustment shall be paid on the ninth anniversary of the NHB Workforce Notification Date.

3.3 Procedure for calculation of the Police Adjustment

- 3.3.1 Two months prior to the payment date of each instalment of the Police Contribution pursuant to paragraphs 3.2.1 to 3.2.10 above the Developer shall contact North Wales Police and:
 - (a) state the Maximum NHB Workforce for the upcoming construction year as set out in Table 1 of Annex 2;
 - (b) notify North Wales Police in writing of the Predicted Maximum NHB Workforce for the upcoming construction year if that differs from the Maximum NHB Workforce;
 - (c) request the current Full Economic Cost for the Total Police Resource to be provided within 20 (twenty) Working Days;
 - (d) request the Police Officer Cost if required (where the Predicted Maximum NHB Workforce for the upcoming year is higher than the Maximum NHB Workforce) to be provided within 20 (twenty) Working Days; and
 - (e) request the Annual NPCG Increase Payment to be calculated and the result provided within 20 (twenty) Working Days.
- 3.3.2 Upon receipt of the amounts specified in paragraph 3.3.1(c), 3.3.1(d) and 3.3.1(e) above the Developer shall calculate the Police Adjustment and within ten Working Days notify North Wales Police in writing of the Police Adjustment.
- 3.3.3 When calculating the Police Adjustment to the Police Contribution (as set out in paragraph 3.2.2 above) for the second instalment only the date of payment of the first instalment of the Police Contribution and Police Adjustment shall be treated as if it was paid on the NHB Workforce Notification Date (rather than

prior to Commencement in accordance with paragraph 3.2.2 above) and the Developer shall calculate and pay "K" where:

$$I \times J = K$$

Whereas:

- (a) I = the number of days between the NHB Workforce Notification Date and the next 31 March to occur;
- (b) J = the Full Economic Cost applicable from preceding 1 April to the 31 March referred to in (a) above divided by 365;
- (c) K = the additional payment to be made as part of the Police Adjustment for the second instalment only.

3.3.4 If the Developer is notified by the North Wales Police within five Working Days that it does not agree with the Police Adjustment, it must liaise with North Wales Police to expeditiously agree the Police Adjustment and if there is no agreement within five Working Days a meeting shall be held as soon as reasonably practicable between a director of the Developer and the chief superintendent of the North Wales Police to agree the Police Adjustment and if no agreement is reached within a further 20 (twenty) Working Days the Developer shall engage Clause 12 (Disputes) to resolve the matter.

3.3.5 The Developer shall not be in breach of the obligations to make the payments in paragraphs 3.2.1 to 3.2.10 above if:

3.3.6 despite the Developer complying with paragraphs 3.3.1(a) and 3.3.1(b) above, North Wales Police has not provided the information required of it in paragraphs 3.3.1(c), 3.3.1(d) and 3.3.1(e) above at the time the instalment(s) in paragraph 3.2 are due; or

3.3.7 North Wales Police has provided the information required of it in paragraphs 3.3.1(c), 3.3.1(d) and 3.3.1(e) above later than 20 (twenty) Working Days from the time it was requested and as a result the Police Adjustment has not been determined prior to the time the instalment(s) in paragraph 3.2 above are due; or

3.3.8 the Police Adjustment is not agreed at the time the instalment(s) in paragraph 3.2 above are due, and

Provided That in each case the Developer has paid the relevant Police Contribution set out in paragraphs 3.2.1 to 3.2.10 above.

3.3.9 In the event that the Developer has paid the Police Contribution in accordance with paragraph 3.3.5 above the Developer shall be liable to pay to the Council for onward payment to North Wales Police the Police Adjustment agreed or determined within five Working Days of such agreement or determination of the Police Adjustment.

3.3.10 The Council shall oblige North Wales Police, via the Deed of Covenant referred to in Clause 7, to:

- (a) provide the Developer with the information requested pursuant to paragraphs 3.3.1(c), 3.3.1(d) and 3.3.1(e) above within 20 (twenty) Working Days of a request; and
- (b) use the disputes procedure set out in both the Deed of Covenant and Clause 12 (Disputes) of this Deed for expert determination if the Police Adjustment cannot be agreed with the Developer within 20 (twenty) Working Days of the meeting referred to in paragraph 3.3.4 above.

3.4 Extension of Police Contribution

3.4.1 In the event that the Construction Period has not ended on or prior to the date of the tenth payment of the contribution set out in paragraph 3.2.10 above the Developer shall make further contributions for payment to the Council for onward payment to North Wales Police on subsequent annual anniversaries of the NHB Workforce Notification Date in accordance with paragraph 3.4.2 above (a "**Further Police Annual Contribution**").

3.4.2 Each Further Annual Police Contribution payable in accordance with paragraph 3.4.1 above shall be calculated by applying the Police Officer Costs for the relevant Extended Total Police Resource for that NHB Workforce Band for the upcoming construction year.

3.5 Accommodation of Police personnel

3.5.1 Not less than three months prior to Implementation the Developer will consult with the North Wales Police on the proposed specification of the accommodation for the additional policing resource associated with the Wylfa Newydd DCO Project within the Site ("**accommodation**") and must have regard to comments received from the North Wales Police on that proposed specification for the accommodation.

3.5.2 The accommodation must as a minimum have:

- (a) a separately secured police office space to accommodate five desks and chairs;
- (b) a separate acoustically insulated room to conduct interviews with space for a desk and four chairs;
- (c) a wi-fi connection;
- (d) kitchen and bathroom facilities (which may be shared with the site security team);
- (e) a separate secure storage area; and
- (f) at least five adjacent parking spaces and five additional parking spaces within walking distance of the accommodation,

must be within 500 (five hundred) metres of a public highway and have direct access to the public highway for entry to and exit from the accommodation (unless otherwise agreed as between the Developer and North Wales Police).

3.5.3 The Developer must provide the accommodation prior to Induction of 500 Non Home Based Workforce members until the end of the Construction Period.

3.5.4 The accommodation may be co-located with the Developer's site security team and may be based in temporary buildings provided it satisfies the criteria in paragraph 3.5.2 above.

3.6 Expenditure of the Police Contribution and Police Adjustment

3.6.1 The Police Contribution, Police Adjustment and Further Annual Police Contribution shall be spent on funding additional full time police resource in order to respond to the policing demands of the Wylfa Newydd DCO Project in the DCCZ but excludes any costs associated with escorting abnormal indivisible loads which will be managed by the Developer in accordance with the AIL Management Scheme (as defined by the DCO).

3.7 Reporting

3.7.1 North Wales Police shall, from receipt of the first payment of the Police Contribution, appoint a named point of contact within the North Wales Police who shall:

- (a) have oversight of the management of the policing team funded by the Developer;
- (b) monitor and assess the effectiveness of the policing team funded by the Developer including consideration of alternative utilisation of the financial resources to achieve the best policing outcomes;
- (c) be of sufficient seniority to make decisions on and deliver the matters set out in this Schedule relating to the North Wales Police;
- (d) be the point of contact within North Wales Police for the Developer and the Council should matters arise relating to any policing matters associated with the Wylfa Newydd DCO Project;
- (e) be the representative from the North Wales Police who attends the meetings or sessions of the Emergency Services Engagement Group;
- (f) report to the Developer on a not less than quarterly basis (and at other times as may be reasonably requested) how the policing team funded by the Developer are carrying out the roles for which it is funded which shall include abstraction and sickness rates reporting; and
- (g) report to the Emergency Services Engagement Group at its quarterly meetings on how the policing team funded by the Developer is carrying out the roles for which it is funded.

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 invited membership of the Emergency Services Engagement Group will be a representative from each of the North Wales Police, North Wales Fire and Rescue Service, and Welsh Ambulance Service NHS Trust.
- 4.3 If following invitation any of North Wales Police, North Wales Fire and Rescue Service or Welsh Ambulance Service NHS Trust decline to respond to or participate in the Emergency Services Engagement Group then the Emergency Services Engagement Group shall consist of such of North Wales Police, North Wales Fire and Rescue Service, and Welsh Ambulance Service NHS Trust who have elected to participate.
- 4.4 The Council, Developer and the Welsh Government shall not typically attend meetings of the Emergency Services Engagement Group but may attend by invitation from the North Wales Police, North Wales Fire and Rescue Service, and Welsh Ambulance Service NHS Trust and shall typically be invited to attend meetings that deal with Safeguarding.
- 4.5 The Parties agree that the duties and responsibilities of the Emergency Services Engagement Group are:
- 4.5.1 to monitor the implementation of the obligations on behalf of the Developer and the Council as set out in this Schedule;
 - 4.5.2 in accordance with paragraph 4.10 below, DCO requirements WN1 and PW7 in Schedule 3 of the DCO, Schedule 4 of the DCO, and the Wylfa Newydd CoCP and Main Power Station Site Sub-CoCP consult with the Developer and input into the development of (and any relevant updates to):
 - (a) the Community Safety Management Scheme;
 - (b) the AIL Management Scheme;
 - (c) the Traffic Incident Management Scheme; and
 - (d) the Protest Management Scheme,in each case as defined by the DCO;
 - 4.5.3 to identify preparation measures in the event of an emergency situation at the power station;
 - 4.5.4 to act as a key consultee and principal advisor on any matters relevant to the emergency services during the construction and operation of the Wylfa Newydd DCO Project;
 - 4.5.5 to review and comment on any changes to any document submitted as part of the Application which the Developer applies for under schedule 19 of the DCO and which relate to matters relevant to the emergency services from the

Commencement Date until the end of the Operational Period, including but not limited to the following plans:

- (a) the Wylfa Newydd CoCP;
- (b) the Sub-Codes of Construction Practice (Sub-CoCPs, as defined in the in the DCO);
- (c) the construction traffic management proposals (as described in part 8 of schedule 15 of the DCO (relating to highways protective provision); and
- (d) the Wylfa Newydd Code of Operational Practice (Wylfa Newydd CoOP, as defined in the in the DCO);

4.6 the Emergency Services Engagement Group shall meet quarterly from Implementation unless otherwise agreed by a majority of the Emergency Services Engagement Group.

4.7 the first meeting of the Emergency Services Engagement Group shall include an agenda item to agree:

4.7.1 terms of reference for the operation of the Emergency Services Engagement Group which shall include the protocol for inviting the Council, Developer, and Welsh Government to meetings, and which must be limited to the planning obligations set out in this Schedule unless otherwise agreed in writing by the Developer and the Council; and

4.7.2 chairing and secretariat functions of the Emergency Services Engagement Group;

4.8 both Parties undertake that they will provide monitoring returns to the Emergency Services Engagement Group as follows:

4.8.1 a return setting out the data regarding Workforce numbers and accommodation locations in accordance with paragraph 10 of Schedule 5; and

4.8.2 a return setting out the Transport Monitoring Data in accordance with paragraph 5 of Schedule 7;

4.9 the Parties covenant that if in the course of Emergency Services Engagement Group carrying out its role pursuant to paragraph 4.5 above, they receive any information or requests provided by Emergency Services Engagement Group in writing the Parties will engage positively with Emergency Services Engagement Group and as may be reasonably required shall:

4.9.1 have regard to and take account of that information or request including by addressing or responding to proposed actions or concerns; and

4.9.2 attend meetings convened by Emergency Services Engagement Group;

4.10 not less than 20 (twenty) Working Days prior to the Developer requesting formal approval from the Council of any of the schemes listed in paragraph 4.5.2 above (a "**Scheme**") (or an amendment to such a Scheme), send a draft of the Scheme to the

Emergency Services Engagement Group and engage proactively with the Emergency Services Engagement Group to agree the content of the Scheme and the Deed of Covenant with each member of the Emergency Services Engagement Group shall require it to diligently engage with the Developer on the Scheme within such time frame Provided That nothing shall prevent the Developer from submitting the Scheme to the Council for formal approval if at the end of the period the Scheme is not agreed with the Emergency Services Engagement Group; and

- 4.11 the Developer and the Council shall notify the Emergency Services Engagement Group of any changes sought for the Council's approval under a Tailpiece to documents certified under Article 78 of the DCO (or the article which provides for certification), which could impact on community safety or other functions or roles of the emergency services.

ANNEX 1 - SCOPE OF ONSITE FIRE SERVICES

HORIZON – FIRE & RESCUE SCOPE OF SERVICE

1 Introduction

The Wylfa Newydd DCO 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.

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 (including retained fire fighters) and equipment to cope with minor fires on the Site or Site Campus, 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, Site Campus 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 including, when occupied, the Site Campus 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

Site Campus (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 response	Spills of hazardous/flammable chemicals on site	Casualty recovery and containment of 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 Wylfa Newydd DCO Project in relation to the Workforce levels and Site Campus population. A rotational staffing plan will be required to provide continuous coverage and to allow for leave.

Due to the potential for multiple, simultaneous trauma victims, all fire and rescue team members must have strong emergency medical abilities (including first responders or paramedics) to support the site medical team. Team members will ideally be experienced in one or more types of specialist rescue (rope rescue, confined space, water)

Curriculum Vitae (CVs) for team leaders, members and administrative assistant shall be reviewed and approved prior to mobilisation to Site of these personnel.

5 Selected Job Descriptions

Expected duties of the watch leads and team members include:

Fire and Rescue Watch Lead

- Reports to the PMC Emergency Planning Manager
- Appropriately qualified in the UK
- Minimum of 5 years' supervisory fire and rescue experience, some of which is ideally in a construction setting
- CPD maintained and current on fire & rescue practices
- Experience in emergency medical treatment (advanced first aid and casualty handling or paramedic)
- Develop and implement the necessary policies, procedures and, protocols, facility requirements, emergency procedures, audits & inspections.
- Manage and lead the day-to-day operations of the fire and Rescue team
- Competent to Lead accident/incident investigations
- Lead and participate in scheduled meetings as required
- Lead and participate in induction of new staff as required
- Manage the performance appraisal of staff. Maintain appropriate documentation of any actions taken regarding specific individual performance and deal with any disciplinary or grievance matters
- Prepare daily, weekly and incident reports
- Implementation of Site Fire Prevention plans and preventative activities, including Fire Prevention promotion educational activities
- Ensure the Fire and Rescue equipment is properly maintained Establish and manage a monthly equipment checklist register Establish and manage the asset register

- Establish and manage the equipment maintenance and calibration schedule Maintain inventory of consumables
- Maintaining an up-to-date roster
- Organise and facilitate both on and off site emergency drills with local authorities e.g. environmental agency, water, local council, fire, ambulance and police etc.
- To be fit for task

FIRE AND RESCUE TEAM MEMBER

- The team member will report directly the watch team leader
- Minimum 2 years' experience in fire and rescue and CPD maintained
- Be current and certified in first aid including CPR/ AED
- Qualifications and or experience in emergency response including specialist skills
- Participate in incident investigations
- Ensure the fire and rescue equipment is properly maintained
- Participate in preventative activities, including fire prevention promotion educational activities
- To be fit for task

6 Fire Prevention and Education

6.1 Fire Prevention

Fire & rescue service provider shall deliver fire prevention training to site personnel as part of initial induction and refreshed in tool box talks delivered periodically across the site. They will also train selected project contractor personnel (e.g. appointed fire watchers for hot works) in their duties and the use of fire extinguishers. The fire and rescue team will perform regular site tours checking on fire prevention controls e.g. storage of flammable materials and checking the availability and status of fire-fighting equipment.

6.2 Education

In addition to the training provided to site workers detailed above, the fire and rescue service will provide periodic fire safety briefings to the camp population and engage in Developer 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 fire and rescue services. The current plan is for 2-3 vehicles, which would include at least one 4x4 off-road for the outer earthworks areas and at least one fire tender.

The emergency vehicles will meet the standard service requirements for a UK fire service appliance and all fittings and equipment will be specified to be compatible with the North Wales Fire and Rescue services equipment. The vehicle will include the following items:

- Siren
- Blue flashing Beacon Light visible from position 360 degrees around the vehicle
- Radio Network Communication
- GPS and Local area maps
- Seat Belts for all occupants
- Water Tank
- AED with ECG monitoring function/ Life packs

8 Fire and Rescue Facility Specification

LOCATION	No. off	DESIGN REQUIREMENT	ADDITIONAL REQUIREMENTS
Site Fire & Rescue Base Situated for rapid access to construction Site and Site Campus	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	<ul style="list-style-type: none"> • Electricity • Potable water • Automatic transition generator • Building Heating / cooling system • Ramp for stretcher access • Training room & equipment/aids • Drill/exercise area • Vehicle wash facilities • Hydrant to fill tanks • Gas testing and calibration equipment • Equipment to monitor environment dosimeters, Gas, Thermal Image, Noise, meters etc

		Compressor room SCBA Workshop Hose repair facility	
Fire fighting and Rescue equipment Storage	4	Transportable Storage Container(s) for additional fire and rescue equipment in major construction areas e.g. rescue stretchers, hoses, high capacity extinguishers, additional spill kits	<ul style="list-style-type: none"> • Lighting • background heating

8.1 Staffing Levels

The services listed above are expected to be in operation throughout the Construction Period, but the facilities and hours of operation may change based on the changing needs of the Wylfa Newydd DCO 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 and 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 Wylfa Newydd DCO 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.

8.2 Indicative staffing tables

Table 1: 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 /BA	Rope Rescue Specialists
WATCH A	1	3	3	2
WATCH B	1	3	3	2

Table 2: 1,000 to 3,000 Site Population / No Site Campus

- 24 hours/day, 7 days/week
- 12-hour shifts for all personnel.
- to be on call after hours for emergencies

	Team Leader	Team Members	Of whom Confined space	Rope Rescue
WATCH A	1	4	3	2
WATCH B	1	4	3	2

Table 3: 3,000 to 9,000 Site Population / up to 4,000 in Site Campus

- 24 hours/day, 7 days/week
- 12-hour shifts for all personnel.
- to be on call in camp after hours for emergencies

	Team Leader	Team Members	Of whom Confined space	Rope Rescue
WATCH A	1	4	3	2
WATCH B	1	4	3	2
WATCH C	1	4	3	2

ANNEX 2

Police Contribution inputs

Table 1 – North Wales Police resourcing requirement

Indicative construction year	1	2	3	4	5	6	7	8	9	10
Maximum NHB Workforce	0	741	3280	4080	5454	7000	6566	4260	901	187
Sergeant	1	1	1	1	1	1	1	1	1	1
Constable	5	8	11	13	15	15	14	11	7	5
Total Police Resource	6	9	12	14	16	16	15	12	8	6

Table 2 - Police Resource Funding Post Construction Year 10

NHB Workforce Bands	<700	700 - 1399	1400 – 2099	2100 - 2799	2800 - 3499	3500 - 4199	4200 - 4899	4900 - 5599	5600 - 6299	6300 - 6999	7000 - 7700
Sergeant	1	1	1	1	1	1	1	1	1	1	1
Constables	5	6	7	8	9	10	11	12	13	14	15
Extended Total Police Resource	6	7	8	9	10	11	12	13	14	15	16

ANNEX 3

Appendix 4 of the 2019 NPCG

APPENDIX 4 - Costing / Charging model

	Key Data	Calculation
A	Direct Costs	
1	Basic Salary	Average salary per rank
2	Rent / Housing allowance	Average Rent/Housing Allowance per rank
3	Police reform payments	Average CRTP, unsociable hours and Bonus payment per rank
4	Subsistence	Total force budget / no. of staff
5	Non-Pensionable Pay	Average Non-Pensionable Pay per rank
6	Other allowances / benefits	Average allowances / benefits per rank
7	National Insurance	Total of 1-6 , calculated as per NI model
7a	National Government Levies	Government levies such as Apprentice Levy
8	Superannuation / Pension cost	Calculated cost reflecting force contribution
=	Total employable cost	
9	Overtime premium	Overtime uplift, depending on pay cost to force.
=	Total Direct Cost	
B	Direct Overheads	
10	Uniforms / equipment	Total Budget /no. of officers
11	Insurance	Total Budget /no. of officers
12	Transport	Total Budget /no. of officers
13	Training	Dept. budget + devolved budgets / no. of staff
14	Call Handling	Call answering, crime recording, incident handling / no. of officers
15	Communications infrastructure	IT infrastructure, voice services & operational applications / no. of officers
=	Total Operational Resource Cost	
C	Indirect Overheads	
16	General overhead recovery	Average indirect overhead recovery @ 30% (estimated national average) applied to Employable Cost + Direct Overheads
=	Full Economic Cost	

Example Police Officer Calculation from September 2017 award**Direct Costs & Direct Overheads Calculation**

	PC	Sgt	Insp	C Insp	Supt	C/Supt
	£	£	£	£	£	£
Basic Salary	34,300	42,400	52,400	56,000	73,200	84,700
Unsocial Hours	1,200	1,500	1,900	2,100	0	0
Bonus Payments	0	0	0	0	0	0
Subsistence	0	0	0	0	0	0
Non-Pensionable Allowance	343	424	524	560	732	847
Rent/Housing Allowance	1,400	1,800	1,900	1,900	2,700	2,300
	37,243	46,124	56,724	60,560	76,632	87,847
National Insurance	4,000	5,200	6,700	7,200	9,400	10,900
In Year Pension Cost Net	8,300	10,300	12,700	13,600	17,700	20,500
Apprentice Levy (0.5%)	248	308	381	407	519	596
Employable Cost	49,791	61,932	76,505	81,767	104,251	119,843
Overtime Premium (inc. App Levy)	13,006	16,077				
Total Direct Cost	62,797	78,009	76,505	81,767	104,251	119,843
Direct Overheads						
Uniforms	369	369	369	369	369	369
Insurance	358	358	358	358	358	358
Transport	2,300	2,300	2,300	2,300	2,300	2,300
Training	1,104	1,104	1,104	1,104	1,104	1,104
Call Handling						
Communications	3,981	3,981	3,981	3,981	3,981	3,981
Comms Infrastructure	524	524	524	524	524	524
Total Direct Overheads	8,637	8,637	8,637	8,637	8,637	8,637
Resource Cost	71,433	86,646	85,141	90,403	112,887	128,480

Each Force is required to update the above calculation to reflect their Force position for the current financial year. The special policing services guidance describes a standard method for the calculation the charges and their application. The actual rates charged will differ for each force, based upon costs within that specific force.

Please note numbers are subject to rounding.



Productive Hours and Hourly Rate Calculation

	PC £	Sgt £	Insp £	C Insp £	Supt £	C/Supt £
Employable Cost	49,791	61,932	76,505	81,767	104,251	119,843
Overtime Premium (inc. App Levy)	13,006	16,077				
Total Direct Cost	62,797	78,009	76,505	81,767	104,251	119,843
Direct Overheads	8,637	8,637	8,637	8,637	8,637	8,637
Resource Cost	71,433	86,646	85,141	90,403	112,887	128,480
Indirect Overheads	17,528	21,171	25,542	27,121	33,866	38,544
Full Economic Cost	88,961	107,817	110,683	117,524	146,753	167,024

Available Productive Hours

Std Calculation used throughout

	PC	Sgt	Insp.	Ch. Insp.	Supt	C Supt
Total Days	365	365	365	365	365	365
less :						
Rest Days & Weekends	104	104	104	104	104	104
Annual Leave	26	27	29	29	31	31
Average Sickness	11	10	9	9	8	8
Training Days	8	8	7	7	6	6
Bank Holidays	8	8	8	8	8	8
Net Days	208	208	208	208	208	208
Productive hours per shift	7.25	7.25	7.25	7.25	7.25	7.25
Total Hours	1,508	1,508	1,508	1,508	1,508	1,508
Net Days	208	208	208	208	208	208

	PC £/hr	Sgt £/hr	Insp. £/hr	Ch. Insp. £/hr	Supt £/hr	C Supt £/hr
Employable Costs	33.02	41.07	50.73	54.22	69.13	79.47
Overtime Premium	8.62	10.66				
Total Direct Cost	41.64	51.73	50.73	54.22	69.13	79.47
Direct Overheads	5.73	5.73	5.73	5.73	5.73	5.73
Resource/Operational Cost	47.37	57.46	56.46	59.95	74.86	85.20
Indirect Overheads	11.62	14.04	16.94	17.98	22.46	25.56
Full Economic Costs	58.99	71.50	73.40	77.93	97.32	110.76

Charges may include an additional Short Notice/Public Holiday premium, if the deployment is on a Public Holiday or if the deploying force is unable to provide Officers with more than 15 days' notice to perform the requested duties.

Please note numbers are subject to rounding.



Example Police Staff Calculation from September 2017 award**Productive Hours and Hourly Rate Calculation**

	Band A-C SCP 13	Band D-E SCP 32	Mgmt SCP 45	PCSO SCP 18	SOCO SCP 29
	£	£	£	£	£
Employable Cost	24,371	43,677	60,814	34,061	40,336
Overtime Premium (inc. App Levy)	12,891	20,950	304	14,858	20,934
Total Direct Cost	37,262	64,627	61,118	48,919	61,270
Direct Overheads	785	785	785	8,056	785
Resource Cost	38,046	65,412	61,903	56,975	61,903
Indirect Overheads	7,547	13,338	18,480	12,635	12,336
Full Economic Cost	45,593	78,750	80,383	69,610	74,391

Available Productive Hours

Std Calculation used throughout

	SCP 13	SCP 32	SCP 45	SCP 18	SCP 29
Total Days	365	365	365	365	365
less :					
Rest Days & Weekends	104	104	104	104	104
Annual Leave	26	27	29	26	27
Average Sickness	11	10	9	9	8
Training Days	8	8	7	7	6
Bank Holidays	8	8	8	8	8
Net Days	208	208	208	208	208
Productive hours per shift	7.25	7.25	7.25	7.25	7.25
Total Hours	1,543	1,543	1,543	1,543	1,543
Net Days	208	208	208	208	208

	SCP 13	SCP 32	SCP 45	SCP 18	SCP 29
	£/hr	£/hr	£/hr	£/hr	£/hr
Employable Costs	15.80	28.32	39.43	22.02	26.14
Overtime Premium (inc. App Levy)	8.36	13.58	0.19	9.60	13.57
Total Direct Cost	24.16	41.90	39.62	31.62	39.71
Direct Overheads	0.51	0.51	0.73	5.21	0.51
Resource/Operational Cost	24.67	42.41	40.13	36.83	40.22
Indirect Overheads	4.89	8.64	11.98	8.17	7.99
Full Economic Costs	29.56	51.05	52.11	45.00	48.21

Please note numbers are subject to rounding.



SCHEDULE 10 CONSTRUCTION NOISE MITIGATION

"**Construction Noise (Cemaes Primary School) Contribution**" means the value of the noise insulation or other measures agreed to pursuant to paragraph 1 to a maximum value of £250,000 (Two Hundred and Fifty Thousand Pounds);

"**Construction Noise (Eglwys Sant Padrig Church) Contribution**" means the value of the noise insulation or other measures agreed to pursuant to paragraph 2 with a maximum value of £250,000 (Two Hundred and Fifty Thousand Pounds);

1. Construction Noise Cemaes Primary School Contribution

1.1 The Construction Noise (Cemaes Primary School) Contribution shall be paid by the Developer to the Council prior to Implementation and the Developer shall not Implement the Wylfa Newydd DCO Project until this contribution has been paid.

1.2 The Council shall implement appropriate noise insulation or other measures (which may include (but are not limited to) further glazing, teaching support, or sound absorption measures) to reduce or mitigate construction noise impacts to Cemaes Primary School for the Construction Period and shall apply the Construction Noise (Cemaes Primary School) Contribution to delivery of those measures.

1.3 The Council shall use reasonable endeavours to ensure that the measures are in place as soon as reasonably practicable following receipt of the payment being received pursuant to paragraph 1.1 above.

2. Construction Noise (Eglwys Sant Padrig Church) Contribution

2.1 The Construction Noise (Eglwys Sant Padrig Church) Contribution shall be paid by the Developer to the Council prior to Implementation and the Developer shall not Implement the Wylfa Newydd DCO Project until this contribution has been paid.

2.2 The Council shall work with the owners of Eglwys Sant Padrig Church to agree appropriate noise insulation or other measures (which may include (but are not limited to) installation of sound re-enforcement systems) to reduce or mitigate noise impacts to Eglwys Sant Padrig Church for the Construction Period and shall apply the Construction Noise (Eglwys Sant Padrig Church) Contribution to those measures.

2.3 The Council shall use reasonable endeavours to ensure that the agreed measures are in place as soon as reasonably practicable following receipt of the payment being received pursuant to paragraph 2.1 above.

SCHEDULE 11 ENVIRONMENT AND HISTORIC HERITAGE

"**Anglesey Geopark (GeoMôn)**" means the UNESCO geopark on Anglesey (selected for scientific quality, rarity, aesthetic appeal and educational value) which covers 720 square kilometres and with 201 kilometres of coastline;

"**Anglesey Terns SPA**" means the Anglesey Terns/Morwenoliaid Ynys Môn Special Protection Area being the area which extends around most of the east, north and west coasts of Anglesey, generally from the mean high water mark out to between 10 and 20 kilometres from the shore and which designation is to protect the breeding tern colonies at Ynys Feurig, Cemlyn Bay and the Skerries, to include the marine area used by foraging terns during the breeding season;

"**AONB**" means the designated Anglesey Area of Outstanding Natural Beauty;

"**AONB and Heritage Coast Contribution**" means a contribution of £750,000 (Seven Hundred and Fifty Thousand Pounds) payable in accordance with paragraph 4;

"**AONB Management Plan**" means the management plan for the AONB published by the Council from time to time;

"**Archaeological Mitigation Scheme for the WND A**" has the meaning given to it in the DCO;

"**Cemlyn Lagoon**" means the lagoon area shown on Cemlyn Bay Plan 1P at Schedule 21;

"**Cestyll Garden**" means the areas shown as "Cestyll Garden - Essential Setting", "Cestyll Garden - Kitchen Garden" and "Cestyll Garden" on Plans 1O(a) and 1O(b) at Schedule 21;

"**Cestyll Garden Payment**" means a total sum of £1,000,000 (One Million Pounds) payable in the circumstances set out in paragraph 8.3;

"**Chough Network**" means the network of sites managed for chough foraging along the north coast of Anglesey;

"**Dark Skies Initiative**" means the Council's initiative to seek from the International Dark Sky Association the status and designation of a "Dark Sky Community" and which includes promoting this initiative by raising the awareness and understanding of dark skies via public events and preparation of strategic documents which promote their environmental, economic, social, culture and health/well-being benefits;

"**Ecological Clerk of Works**" has the meaning given to it in the Wylfa Newydd CoCP;

"**Environment Engagement Group**" means the group established in accordance with paragraph 3;

"**Environmental Mitigation Fund**" means a total fund of £1,150,000 (One Million One Hundred and Fifty Thousand Pounds) which shall be allocated in accordance with paragraph 1;

"Environment Officer" means an officer or officers employed by the Council in accordance with paragraph 6;

"Environment Officer Contribution" means an annual contribution of £40,000 (Forty Thousand Pounds) payable in accordance with paragraph 6;

"Felin Gafnan Contribution" means £298,000 (Two Hundred and Ninety Eight Thousand Pounds) payable in accordance with paragraph 10;

"Heritage Interpretation Board Contribution" means a contribution of £6,000 (Six Thousand Pounds) payable in accordance with paragraph 9;

"Kitchen Garden" means the area shown as Cestyll Garden – Kitchen Garden on Plans 1O(a) and 1O(b) at Schedule 21;

"Rural Skills Programmes" means training programmes and events in respect of: dry stone walling; cloddiau restoration; tree planting; hedge restoration; creation of wildlife ponds; identification of flora and fauna; and food foraging (terrestrial and coastal);

"Tern Warden" means a suitable qualified and experienced tern warden employed or contracted by North Wales Wildlife Trust (or the manager of the Cemlyn Lagoon area from time to time) to warden the tern population at the Cemlyn Lagoon during tern breeding seasons throughout the Construction Period; and

"Tern Warden Contribution" means a contribution of £90,000 (Ninety Thousand Pounds) payable in accordance with paragraph 5;

"Valley Garden" the area shown as Cestyll Garden and labelled "Valley Garden" on Plans 1O(a) and 1O(b) at Schedule 21;

"Valley Garden Landowner Payment" means the sum of £750,000 (Seven Hundred and Fifty Thousand Pounds) payable in the circumstances set out in paragraph 8.2.

1. **Environmental Mitigation Fund**

1.1 The Environmental Mitigation Fund shall be paid by the Developer to the Council on the first anniversary of Implementation and the Developer shall not further implement the Wylfa Newydd DCO Project until this fund has been paid.

1.2 The Environmental Mitigation Fund shall be held by the Council for the following purposes:

1.2.1 £245,000 (Two Hundred and Forty Five Thousand Pounds) of the Environmental Mitigation Fund shall be used towards:

- (a) capital and maintenance projects to strengthen the resilience of Cemlyn Lagoon;
- (b) 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; and/or

- (c) proposals to establish a programme of work to understand the population trends and long-term expectations for the tern populations at Anglesey Terns SPA and identifying mechanisms to remedy any long-term threats, which may include funding or part funding for a post-doctorate position at Bangor University.

1.2.2 £400,000 (Four Hundred Thousand Pounds) of the Environmental Mitigation Fund shall be used towards:

- (a) an agri-environment scheme targeted at farmers who own and manage land surrounding the Site to undertake works to merge the new Site landscape with the surrounding area and provide habitat linkages to surrounding habitats;
- (b) an agri-environment scheme for the Cemaes Bay catchment area to improve coastal water quality (including works which improve water quality within the Afon Cafnan/Nant Cemlyn catchments), re-establish Bathing Water Directive (2006/7/EC) compliance and restore the blue flag award for the Cemaes Bay beach; and/or
- (c) works to improve the resilience of the Chough Network including capital works such as installing livestock fencing and developing management plans and maintenance works.

1.2.3 £505,000 (Five Hundred and Five Thousand Pounds) of the Environmental Mitigation Fund shall be used towards proposals to address the visual impacts from the construction and operation of the Wylfa Newydd DCO Project on residents in the communities of Tregele, Cemaes, Llanfaethlu and Llanfachraeth, and of individual property owners who fall outside of these communities but nonetheless will be impacted visually from development on the Site or the A5025 Offline Highways Sites.

2. Release of the Environmental Mitigation Fund

2.1 The Environment Engagement Group is authorised to:

- 2.1.1 receive applications/proposals for release of those parts of the Environmental Mitigation Fund specified in paragraphs 1.2.1 and 1.2.2 above; and
- 2.1.2 determine the allocation of those parts of the Environmental Mitigation Fund in relation to applications/proposals received Provided That where a member of the Environmental Mitigation Fund is the applicant for such funds, that member shall not have a voting role in determining the allocation.

2.2 In determining whether to allocate or spend funds from the Environmental Mitigation Fund the Environment Engagement Group shall typically allocate funds where the applicant:

- 2.2.1 has a delivery proposal which is consistent with the purposes set out in paragraphs 1.2.1 or 1.2.2 above as the case may be and which has a clear timetable for delivery (but having regard to the cost of the individual proposal in relation to paragraphs 1.2.1 or 1.2.2 above);
 - 2.2.2 is a registered charity or an educational institution, or in respect of release of funds specified in paragraphs 1.2.2(a) and 1.2.2(b) above, is the landowner of (or person with a relevant interest in) the land who can deliver such agri-environmental scheme);
 - 2.2.3 can clearly articulate the organisation's purpose;
 - 2.2.4 has a track record of delivery of equivalent or similar projects or works;
 - 2.2.5 has strong trustees and/or management;
 - 2.2.6 has strong governance and financial health;
 - 2.2.7 can demonstrate value for money; and
 - 2.2.8 will enter into a suitable agreement (which may be a Deed of Covenant) with the Council to manage requirements regarding expenditure of funds, reporting and repayment obligations.
- 2.3 The Council is authorised to:
- 2.3.1 receive applications/proposals for release of those parts of the Environmental Mitigation Fund specified in paragraph 1.2.3 above; and
 - 2.3.2 determine (in consultation with the Environment Engagement Group) the allocation of those parts of the Environmental Mitigation Fund in relation to applications/proposals received.
- 2.4 In determining whether to allocate or spend funds from the Environment Engagement Group the Council in consultation with the Environment Engagement Group must:
- 2.4.1 assess the nature of the applicant for funds and their delivery proposals which must be consistent with the purposes set out in paragraph 1.2.3 above;
 - 2.4.2 assess the cost of the individual proposal, having regard to the scope of paragraph 1.2.3 above; and
 - 2.4.3 enter into a suitable agreement (which may be a Deed of Covenant) with an applicant which establishes requirements for expenditure of funds, reporting and repayment obligations.
- 2.5 The Council may, with the prior agreement of a majority of the Environment Engagement Group, amend the allocations set out in paragraphs 1.2.1, 1.2.2 and 1.2.3 above.
- 2.6 The Environmental Mitigation Fund shall be open for allocation from the first anniversary of Implementation until five years after the end of the Construction Period.

3. Environment Engagement Group

3.1 From Implementation the Developer and the Council agree to constitute an Environment Engagement Group.

3.2 The Council and the Developer agree that:

3.2.1 the Council and the Developer shall actively participate in and maintain the Environment Engagement Group from Implementation for the duration of the Construction Period, and on an ad hoc basis from the end of the Construction Period until the full amount of the Environmental Mitigation Fund is allocated or the fund closes in accordance with paragraph 2.6 above;

3.2.2 the invited membership of the Environment Engagement Group shall be a representative from each of the Council, the Developer, Welsh Government, Natural Resources Wales, National Trust, North Wales Wildlife Trust and the Royal Society for the Protection of Birds.

3.3 If following invitation the Welsh Government, Natural Resources Wales, National Trust, North Wales Wildlife Trust and the Royal Society for the Protection of Birds decline to respond to or participate in the Environment Engagement Group then the Environment Engagement Group shall consist of the Developer and the Council and such of the Welsh Government, Natural Resources Wales, National Trust, North Wales Wildlife Trust and the Royal Society for the Protection of Birds who elect to participate.

3.4 The Parties agree that the duties and responsibilities of the Environment Engagement Group shall be:

3.4.1 to allocate the Environmental Mitigation Fund (in accordance with paragraph 2 above); and

3.4.2 to feed back to the Parties any issues relating to the matters in this Schedule as seen from the representatives' areas of expertise.

3.5 The Environment Engagement Group shall meet quarterly from Implementation unless otherwise agreed by a majority of the Environment Engagement Group.

3.6 The first meeting of the Environment Engagement Group shall include an agenda item to agree:

3.6.1 terms of reference for the operation of the Environment Engagement Group which must be limited to the planning obligations set out in this Schedule unless otherwise agreed by the Developer and the Council; and

3.6.2 chairing and secretariat functions of the Environment Engagement Group.

4. AONB and Heritage Coast Contribution

4.1 The AONB and Heritage Coast Contribution shall be paid by the Developer to the Council prior to the first anniversary of Implementation and the Developer shall not further Implement the Wylfa Newydd DCO Project until the AONB and Heritage Coast Contribution has been paid.

- 4.2 The Council shall apply the AONB and Heritage Coast Contribution to landscaping and environmental measures and improvements within the AONB in the vicinity of the Sites (but not on the Sites). Such measures and improvements may include:
- 4.2.1 surveys of hedges, stone walls and cloddiau to identify the extent and condition of traditional field boundaries;
 - 4.2.2 measures for the restoration of traditional field boundaries;
 - 4.2.3 measures for the restoration and enhancement of important habitats, such as woodland, hedgerows, roadside verges and red squirrel habitats and to improve the connectivity between habitats;
 - 4.2.4 measures for the control of non-native invasive species;
 - 4.2.5 drainage management measures for ditches and surface water courses, to enhance water quality for habitats and species, to improve agricultural land and to reduce flooding; and
 - 4.2.6 measures in relation to public rights of way, conservation areas, listed buildings, archaeology, ancient monuments linked to the aims and objectives of the AONB Management Plan;
 - 4.2.7 Rural Skills Programmes;
 - 4.2.8 support for events, recreational activities and environmental improvement measures that benefit from and promote:
 - (a) the features and special qualities of the Anglesey AONB as identified in the AONB Management Plan;
 - (b) the Anglesey Geopark (GeoMôn); and
 - (c) the Dark Skies Initiative; and
 - 4.2.9 such other matters as are agreed between the Council and the Developer.

5. **Tern Warden**

- 5.1 The Tern Warden Contribution shall 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 shall not Implement the Wylfa Newydd DCO Project until this payment has been made.
- 5.2 The purpose of the Tern Warden Contribution is for the part funding of a Tern Warden operating at Cemlyn Bay Anglesey Terns SPA tern colony during the Anglesey SPA 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.

6. **Environment Officer**

6.1 The Environment Officer Contribution shall be paid by the Developer to the Council in the following instalments:

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

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

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

6.2 The Council shall use the Environment Officer Contribution to fund the employment of an Environment Officer whose role shall be to:

6.2.1 be the Council's representative on the Environment Engagement Group;

6.2.2 monitor 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 related licences and permits and work with the Developer on implementing the same;

6.2.3 monitor compliance with ecological, landscape and historic environment mitigation secured under the DCO and work with the Developer on implementing the same; and

6.2.4 to work with the Developer's Ecological Clerk of Works.

7. **Cestyll Garden Management Plan**

7.1 Prior to commencement of works within ten metres of Cestyll Garden the Developer shall prepare a restoration and management plan for Cestyll Garden (the "**Cestyll Garden Restoration and Management Plan**") which shall (subject to paragraph 8 below) cover both the Valley Garden and Kitchen Garden as identified on Plan 10 at Schedule 21 (unless otherwise agreed in writing between the Developer and IACC).

7.2 The Developer shall submit the Cestyll Garden Restoration and Management Plan to the Council not less than 60 (sixty) Working Days prior to commencement of works within 10 metres of Cestyll Garden and the Developer and the Council will work with:

7.2.1 Cadw; and

7.2.2 the National Trust to the extent the Felin Gafnan Buildings (as defined in paragraph 10.2.1(b) below) are within the essential setting of Cestyll Garden to ensure an integrated approach Provided That it is recognised that there is a separate conservation management plan to be prepared for the Felin Gafnan Buildings in which it is anticipated the core conservation principles will be set out rather than in the Cestyll Garden Restoration and Management Plan.

- 7.3 The Council and the Developer shall expeditiously progress a final Cestyll Garden Restoration and Management Plan as soon as possible prior to commencement of such works Provided That where there is no written confirmation of approval of the Cestyll Garden Restoration and Management Plan from the Council within 30 (thirty) Working Days of submission of the same to the Council then the matter may be referred by the Developer pursuant to Clause 12 (Disputes) for and an Expert (as defined in that clause) appointed to determine an appropriate Cestyll Garden Restoration and Management Plan and the Developer shall not undertake works within ten metres of the Kitchen Garden in advance of either the agreement (or determination pursuant to Clause 12) of the Cestyll Garden Restoration and Management Plan.
- 7.4 In addition to the mitigation identified and secured in the Main Power Station Site sub-CoCP and further developed by the Archaeological Mitigation Scheme for the Site, the Cestyll Garden Restoration and Management Plan shall:
- 7.4.1 Have regard to the conservation management plan for the Felin Gafnan Corn Mill (required pursuant to paragraph 10.2.3 below), if that is either prepared or under preparation at the time the Cestyll Garden Restoration and Management Plan is being prepared;
- 7.4.2 In respect of the Valley Garden (and subject always to paragraph 8 below):
- (a) set out required restoration works for Valley Garden and a programme for implementation;
 - (b) identify additional interpretation in the form of installation of interpretation boards;
 - (c) establish a programme of maintenance for Valley Garden for the duration of the Construction Period until the end of the Operational Period; and
 - (d) require and establish improvements for public access to Valley Garden where this shall be provided at a sustainable level and shall not require additional infrastructure to be provided or requiring modification of the gardens so as to be compliant with the Disability Discrimination Act.
- 7.4.3 In respect of the Kitchen Garden the Cestyll Garden Restoration and Management Plan shall:
- (a) set out arrangements for the removal and storage of the existing Kitchen Garden materials to enable these to be re-used wherever feasible for future reinstatement of the Kitchen Garden in accordance with the paragraphs below;
 - (b) identify the location for the restoration and reinstatement of the former site of the Kitchen Garden. Where possible, such reinstatement should be to be as close as possible to the original location of the former Kitchen Garden and similar in size Provided Always That such location must be informed by site safety and security considerations (which shall be provided by the Developer to the Council);

- (c) to the extent practicable based on site safety and security requirements, the walls used for the reinstatement of the former Kitchen Garden shall be of the same height as the original walls of the Kitchen Garden and constructed in a style in keeping with the original Kitchen Garden and original materials must be used where feasible for the reinstated Kitchen Garden. Site safety and security requirements may result in the location of the reinstatement of the former Kitchen Garden being further from the original location of the former Kitchen Garden or alternatively restatement of lower height walls in a location closer to the original location of the former Kitchen Garden;
- (d) provide for public access to the reinstated Kitchen Garden which may (subject always to site safety and security requirements) include managed and unmanaged access options but which shall at a minimum include managed access requirements. Such public access arrangements shall, where possible, include connectivity with the Valley Garden;
- (e) identify landscaping and planting within the location of the former site of the Kitchen Garden, the reinstated Kitchen Garden, and for the area of land between such locations and the Valley Garden to reflect the connectivity of the former Kitchen Garden to Valley Garden. Such landscaping shall include re-profiling which avoids a valley or steep incline between the areas;
- (f) a programme for implementation of the plan, which shall ensure that the Kitchen Garden shall be reinstated no later than 36 (thirty six) months following the end of the Construction Period;
- (g) Provide for interpretation and information boards about the former Kitchen Garden to be erected; and
- (h) Confirm that items (a) to (g) above shall not be required to be delivered until the end of the Construction Period.

7.5 Nothing shall prevent paragraphs 7.4.2 and 7.4.3 above from being discharged separately.

7.6 The Cestyll Garden Restoration and Management Plan shall be shared with National Trust as the owner of the Felin Gafnan Buildings (as defined in paragraph 10.2.1(b) below).

7.7 The Developer shall thereafter implement and comply with the Cestyll Garden Restoration and Management Plan for the Construction Period and Operational Period.

8. **Acquisition of Valley Garden**

8.1 If prior to Implementation (or such other date as may be agreed by the Developer and the Council) the Developer secures ownership or an interest in the Valley Garden which gives it sufficient control of Valley Garden it shall be required to deliver the Valley Garden component of the Cestyll Garden Restoration and Management Plan in accordance with paragraph 7 above.

- 8.2 If by Implementation (or such other date as may be agreed by the Developer and the Council) the Developer does not own or have sufficient control over Valley Garden to enable it to undertake the management plan works and measures set out in paragraph 7.4.1 above, it shall use reasonable endeavours to work with the landowner of Valley Garden to agree arrangements to ensure that the landowner will implement the Valley Garden component of the Cestyll Garden Restoration and Management Plan prior to commencement of works within ten metres of Kitchen Garden and thereafter comply with it in accordance with paragraph 7 above and the Developer shall be obliged to fund the landowner's implementation of the Valley Garden component of Cestyll Garden Restoration and Management Plan up to a maximum of the Valley Garden Landowner Payment. The Developer shall promptly provide to the Council reasonable evidence of the arrangements in place with the landowner for implementation of the Valley Garden component of the Cestyll Garden Management Plan.
- 8.3 If the Developer has not been able to either obtain a relevant land interest pursuant to paragraph 8.1 above or agree arrangements with the landowner to deliver the Valley Garden component of the Cestyll Garden Restoration and Management Plan pursuant to paragraph 8.2 above (and provided reasonable evidence of the same to the Council) then the Developer shall (unless otherwise agreed by the Council) pay to the Council the Cestyll Garden Payment prior to commencement of works within ten metres of Kitchen Garden.
- 8.4 The Council shall spend the Cestyll Garden Payment on the enhancement of other heritage assets in the vicinity of the Site (in consultation with Cadw).

9. Heritage Interpretation Board Contribution

- 9.1 The Heritage Interpretation Board Contribution shall be paid by the Developer to the Council prior to Implementation and the Developer shall not Implement the Wylfa Newydd DCO Project until this contribution has been paid.
- 9.2 The Council shall apply the Heritage Interpretation Board Contribution to improve, supplement or replace the existing interpretation boards at the Capel Soar Standing Stone, Trefignath Burial Chamber and Ty Mawr Standing Stone.
- 9.3 The Council shall use reasonable endeavours to ensure that the improved or replaced interpretation boards are in place as soon as reasonably practicable following Implementation.

10. Felin Gafnan Contribution and conservation management plan

- 10.1 The Felin Gafnan Contribution shall be paid by the Developer to the Council for onward payment to National Trust (subject to Clause 7) prior to Implementation and the Developer shall not Implement the Wylfa Newydd DCO Project until this contribution has been paid.
- 10.2 The Council shall require the National Trust to apply the Felin Gafnan Contribution as follows:
- 10.2.1 To undertake:

- (a) a historic building survey and recording of the remaining outbuilding to a Level 4 standard, to provide a drawn and photographic record of this heritage asset; and
- (b) a dilapidation survey of the Felin Gafnan Corn Mill, Mill House at Felin Gafnan, and the Corn-drying House at Felin Gafnan ("**Felin Gafnan Buildings**"),

and to provide the Council and the Developer with copies of such surveys.

10.2.2 Based on the dilapidation survey, identify and undertake a schedule of building repairs to the Felin Gafnan Buildings which must prioritise repairs/the addressing any structural integrity issues, and provide the Council and the Developer with copies of the schedule of building repairs.

10.2.3 To prepare a conservation management plan for the Felin Gafnan Corn Mill, which shall be based on the guidance provided by Heritage Lottery Fund document: Conservation Plan Guidance. This conservation management plan must have regard to the Cestyll Garden Restoration and Management Plan (required pursuant to paragraph 7), if that is either prepared or under preparation at the time the conservation management plan for the Felin Gafnan Corn Mill is being prepared to ensure an integrated approach.

10.2.4 To provide interpretation boards at the Felin Gafnan Buildings.

10.2.5 Subject to the surveys and repairs identified in paragraphs 10.2.1 and 10.2.2 above, preparation of the conservation management plan in paragraph 10.2.3 above, and interpretation boards in paragraph 10.2.4 above being first undertaken and provided, the Felin Gafnan Contribution may be used by the National Trust for other purposes which would help to future proof the long-term sustainability of the Felin Gafnan Buildings ("**sustainability works**") which may include:

- (a) the installation of electricity to facilitate provision of low level heating and lighting for display purposes; and
- (b) the repair and consolidation of the mill machinery and the water wheel,

and provide the Council and the Developer with written updates (not less than annually, unless otherwise agreed by the Council and the Developer) of the works undertaken.

10.3 The obligations set out in paragraph 10.2 above shall (unless otherwise agreed by the Parties and the National Trust) be delivered in accordance with the following time frames:

10.3.1 the surveys referred to at paragraph 10.2.1 above shall be completed within six months of the receipt of the payment from the Council, and the results provided to the Council and the Developer as soon as reasonably practicable thereafter;

10.3.2 the schedule of building repairs shall be prepared within 40 (forty) Working Days of the completion of the surveys referred to at paragraph 10.2.1 above and

the works identified therein carried out within 18 months from the date of the schedule of building repairs;

10.3.3 the conservation management plan shall be prepared within six months of the completion of the surveys referred to at paragraph 10.2.1 above, and must be shared with the Council and Developer as soon as practicable;

10.3.4 the interpretation boards shall be installed within one year of the receipt of the payment from the Council; and

10.3.5 the sustainability works shall be completed within four years of the receipt of the payment from the Council.

10.4 The payment of the Felin Gafnan Contribution shall satisfy the component of the Archaeological Mitigation Scheme for the WNDA regarding the need to undertake surveys of the Felin Gafnan Buildings.

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 shall be allocated in accordance with paragraph 1;

"Eligible (Community Fund) Applicants" means the categories of applicant set out in Annex 1 and Eligible (Community Fund) Applicant shall be construed accordingly; and

"Eligible (Community Fund) Projects" means the categories of schemes, measures and projects set out in Annex 2 and Eligible (Community Fund) Project shall be construed accordingly.

1. Community Fund

1.1 The Community Fund shall be paid by the Developer to the Council in the following instalments:

1.1.1 a payment of £200,000 (Two Hundred Thousand Pounds) prior to Implementation;

1.1.2 a payment of £300,000 (Three Hundred Thousand Pounds) on the first anniversary of Implementation;

1.1.3 a payment of £500,000 (Five Hundred Thousand Pounds) on the second anniversary of Implementation;

1.1.4 a payment of £500,000 (Five Hundred Thousand Pounds) on the third anniversary of Implementation;

1.1.5 a payment of £750,000 (Seven Hundred and Fifty Thousand Pounds) on the fourth anniversary of Implementation;

1.1.6 a payment of £750,000 (Seven Hundred and Fifty Thousand Pounds) on the fifth anniversary of Implementation;

1.1.7 a payment of £400,000 (Four Hundred Thousand Pounds) on the sixth anniversary of Implementation;

1.1.8 a payment of £300,000 (Three Hundred Thousand Pounds) on the seventh anniversary of Implementation;

1.1.9 a payment of £200,000 (Two Hundred Thousand Pounds) on the eighth anniversary of Implementation; and

1.1.10 a payment of £100,000 (One Hundred Thousand Pounds) on the ninth anniversary of Implementation,

and the Developer shall not Implement the Wylfa Newydd DCO Project until the first payment has been paid.

- 1.2 The Community Fund shall be for the purpose of mitigating cumulative impacts and any intangible and residual impacts of the Wylfa Newydd DCO Project on communities through schemes, measures and projects which promote the economic, social or environmental well-being of those communities and enhance their quality of life.

2. **Release of Community Fund**

- 2.1 The Council is authorised to receive and consider applications for funding from the Community Fund.

- 2.2 If the Council receives an application in writing for monies from the Community Fund the Council shall:

- 2.2.1 Consider the application taking into account the criteria in Annex 1 and Annex 2;

- 2.2.2 Consult with Gwynedd Council or Conwy Council respectively in considering applications for funding from the Community Fund received in respect of Eligible (Community Fund) Projects located in (or Eligible (Community Fund) Applicants living in) Gwynedd or Conwy;

- 2.2.3 Consult with the Emergency Services Engagement Group in considering applications for funding from the Community Fund received in respect of matters which could impact on community safety or other functions or roles of the emergency services.

- 2.2.4 Make such payments from the Community Fund as it considers appropriate having regard to:

- (a) the criteria in Annex 1 and Annex 2;
 - (b) any representations received following any consultation undertaken; and
 - (c) the amount of Community Fund monies held by the Council at any given time

And Where nothing in this Schedule shall require the Council to make payments from the Community Fund in excess of monies held by the Council at any given time.

- 2.3 The Community Fund shall remain available from Implementation until the end of five years from the start of the Operational Period.

- 2.4 Having regard to the contingent nature of the Community Fund, the Parties specifically acknowledge the obligations in paragraph 1.2 of Schedule 17.

- 2.5 The Parties agree that:

- 2.5.1 50% (Fifty Percent) of the Community Fund shall be available specifically for Eligible (Community Fund) Applicants from, or Eligible (Community Fund)

Projects relating to, Tregale and Cemaes (but for the avoidance of doubt this does not prevent a higher proportion of the Community Fund being allocated to such applicants or projects).

- 2.5.2 An additional 25% (Twenty Five Percent) of the Community Fund shall be available specifically for Eligible (Community Fund) Applicants from, or Eligible (Community Fund) Projects located on Anglesey (but for the avoidance of doubt this does not prevent a higher proportion of the Community Fund being allocated to such applicants or projects).
- 2.5.3 The residual 25% (Twenty Five Percent) of the Community Fund shall be available for Eligible (Community Fund) Applicants from, or Eligible (Community Fund) Projects located within the KSA.

3. **Reporting**

- 3.1 The Council shall produce and publicise every 12 (twelve) months from the later of Implementation or the first release of monies 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 Council shall check that the support requested is 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 Council should check whether the organisation is devising projects solely to match the funding priorities.
(c)	Applicant organisations which can articulate why the organisation's purpose	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 to each other. 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 with the Charity Commission on time? Does it keep, and can they provide, clear audited or independently examined accounts? For larger organisations, does it have appropriate plans in place? Is it honest about the challenges it faces? If the organisation has large unrestricted reserves the Council shall ask whether it needs additional funding. If it has very low reserves the Council should ask whether it is a viable organisation capable of delivering the funded work and/or generating new income from other sources. The Council should seek to determine 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 Council will not require a formal 'match funding' policy, it would expect to see other funding sources contributing in some cases e.g. village halls where the whole community has a stake in the activity.

ANNEX 2
Eligible (Community Fund) Projects

1. Eligible (Community Fund) Projects are projects which:
 - 1.1.1 minimise the environmental, economic and social impact, while as appropriate, maximising the environmental, economic and social benefits, of the Wylfa Newydd DCO Project;
 - 1.1.2 are located within the KSA;
 - 1.1.3 are not materially inconsistent with the Council's approved policies or plans;
 - 1.1.4 have been identified or are likely to be considered as priorities to the communities within parish and/or community plans;
 - 1.1.5 can demonstrate the greatest potential to achieve mitigation of impacts, taking into account value for money;
 - 1.1.6 can demonstrate overall value for money in terms of cost and effectiveness;
 - 1.1.7 can demonstrate a contribution to developing and maintaining sustainable communities throughout the KSA;
 - 1.1.8 complement other measures committed in this Deed or practised by the parties;
 - 1.1.9 attract additional funding from other private and public-sector sources where possible; and/or
 - 1.1.10 meet such other aims, objectives and/or criteria as agreed between the Parties from time to time; and which
 - 1.1.11 are not otherwise eligible to access the Contingency Funds or the Funds under this Deed.

2. Projects are not likely to be Eligible (Community Fund) Projects where they amount to:
 - 2.1.1 non-charitable activities;
 - 2.1.2 payment to individuals;
 - 2.1.3 corporate sponsorship;
 - 2.1.4 activities that have taken place before the Council recommends funding release;
 - 2.1.5 animal welfare;
 - 2.1.6 support for political parties or policy advocacy;
 - 2.1.7 promotion of religion;
 - 2.1.8 activities that are statutory responsibilities;

- 2.1.9 activities or groups that are directly opposed to the Developer's interests;
- 2.1.10 activities that could be considered dangerous, offensive or environmentally damaging; and/or
- 2.1.11 projects that take place outside the KSA.

SCHEDULE 13 COMMUNITY INVOLVEMENT OFFICERS

"**Community Involvement Officer**" means a suitably qualified and experienced person or persons employed or contracted by the Developer and the Council pursuant to paragraphs 1 and 2; and

"**Community Involvement Officer Contribution**" means an annual contribution of £80,000 (Eighty Thousand Pounds) payable in accordance with paragraph 1.

1. **Community Involvement Officer Contribution**

1.1 The Community Involvement Officer Contribution shall be paid by the Developer to the Council in the following instalments:

1.1.1 the first payment of £80,000 (Eighty Thousand Pounds) shall be paid prior to Implementation;

1.1.2 the second and subsequent payments each of £80,000 (Eighty Thousand Pounds) shall be paid annually on the anniversary of Implementation thereafter for the duration of the Construction Period,

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

1.2 The Council shall use the Community Involvement Officer Contribution to fund the employment of two Community Involvement Officers Provided That this may be alternatively used pursuant to paragraph 1.4 of Schedule 14.

1.3 The Council and the Developer in consultation with Gwynedd Council shall establish a joint plan of works and role for the Community Involvement Officers (the "**Community Impact Joint Work Plan**") which shall set out how the Community Involvement Officers will undertake the following actions:

1.3.1 manage and/or establish community language services (including the development of appropriate training materials) and having regard to the obligations required in Schedule 1;

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 Scheme as defined in the DCO);

1.3.4 deliver and operate the community translation service described in paragraph 7 of 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 bilingual 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 from the construction of the Wylfa Newydd DCO Project;
 - 1.3.10 promote community cohesion;
 - 1.3.11 support the integration of incomers into host communities;
 - 1.3.12 provide support to groups or persons wishing to access the Funds;
 - 1.3.13 support the Council and other services in terms of Safeguarding matters arising from the Wylfa Newydd DCO Project;
 - 1.3.14 liaise with the North Wales Safeguarding Board on matters relating to Safeguarding undertaken by the Community Involvement Officers;
 - 1.3.15 report regularly to the Parties and the Engagement Groups in respect of the above matters; and
 - 1.3.16 undertake such other matters as shall be agreed between the Council and the Developer from time to time.
- 1.4 The Developer shall employ two or more Community Involvement Officers from Implementation for the duration of the Construction Period to work with the Community Involvement Officers employed by the Council (pursuant to paragraph 1.2 above) to establish and deliver the Community Impact Joint Work Plan and to assist with undertaking the various actions identified in the agreed Community Impact Joint Work Plan.
- 1.5 The Council and the Developer will consult with the North Wales Safeguarding Board in preparing the Community Impact Joint Work Plan and shall have reasonable regard to comments received from the North Wales Safeguarding Board.
- 1.6 The Council and the Developer shall use reasonable endeavours to finalise the Community Impact Joint Work Plan within six months from the date of Implementation Provided That should the Community Impact Joint Work Plan not be agreed by this date the parties will:
- 1.6.1 use reasonable endeavours to agree a finalised Community Impact Joint Work Plan as soon as possible thereafter; and
 - 1.6.2 implement those parts of the Community Impact Joint Work Plan which are agreed as soon as practicable.

2. Employment of a Community Involvement Officer for the Operational Period

- 2.1 The Developer shall employ a Community Involvement Officer for the duration of the Operational Period (unless otherwise agreed).
- 2.2 The roles and responsibilities of the Developer's Community Involvement Officer during the Operational Period shall be agreed between the Council and the Developer prior to the commencement of the Operational Period where such roles and responsibilities may be updated and amended by agreement between the Parties from time to time throughout the Operational Period to respond to the demands of the Wylfa Newydd DCO Project.

SCHEDULE 14 SAFEGUARDING

"Safeguarding Officer" means a suitably qualified and experienced social worker or social workers employed or contracted by the Council in accordance with paragraphs 1 and 1.4; and

"Safeguarding Officer Contribution" means an annual contribution towards a Safeguarding Officer of £40,000 (Forty Thousand Pounds) payable in accordance with paragraph 1.1.

1. Safeguarding Officer Contribution

1.1 The Safeguarding Officer Contribution shall be paid by the Developer to the Council in the following instalments:

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

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

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

1.2 The Council shall use the Safeguarding Officer Contribution to fund employment of a FTE a social worker for the duration of the Construction Period or such other Safeguarding related measures as otherwise agreed with the Developer as appropriate having regard to the stage of the Wylfa Newydd DCO Project and the numbers of the Workforce).

1.3 In relation to Safeguarding the Council shall have access to the:

1.3.1 Health (Contingency) Fund in the circumstances set out in paragraph 7.2.2 of Schedule 8;

1.3.2 Education (Contingency) Fund in the circumstances set out in paragraph 4.3 and 4.4 of Schedule 6; and

1.3.3 Education Contribution up to a cap of £300,000 (Three Hundred Thousand Pounds) where Safeguarding impacts are predicted or identified and where utilising such sum does not adversely impact on the mitigation to be delivered by the Education Contribution.

1.4 The Council shall be entitled to use the Community Involvement Officer Contribution (pursuant to Schedule 13) to fund up to one additional Safeguarding Officer in the alternative to funding two Community Involvement Officers from time to time during the Construction Period.

1.5 The Safeguarding Officer Contribution shall assist the Council to:

1.5.1 develop and implement strategies to provide additional adequate safeguards and risk mitigation measures as a result of the Wylfa Newydd DCO Project to ensure

the safety of children, families, and the local community during the Construction Period;

- 1.5.2 work with the Accommodation Officers (defined in Schedule 5) and the Community Involvement Officers on Safeguarding awareness and prevention matters;
- 1.5.3 liaise with the North Wales Safeguarding Board on strategic Safeguarding issues;
- 1.5.4 provide advice on strategies and report on the implementation of such strategies to the Health and Wellbeing Engagement Group (defined in Schedule 8) and where necessary presenting the same to the WAMS Oversight Board (as defined in Schedule 1);
- 1.5.5 assess the impact of the development on the Safeguarding of children and adults who could be at risk during the Construction Period in relation to the Wylfa Newydd DCO Project; and
- 1.5.6 work with the Developer to ensure that adequate safeguards and risk mitigation measures are provided within its Workforce to ensure the safety of children and adults who could be at risk during the Construction Period.

2. Safeguarding

- 2.1 Any monies drawn for Safeguarding purposes in accordance with paragraph 1.3 above shall be used by the Council to undertake or fund Safeguarding education and Safeguarding awareness measures and support programmes on a preventative basis to help prevent harm to children, young people and adults at risk from actual or potential abuse, neglect or exploitation of any kind and to help ensure they receive proper care that promotes health and welfare.
- 2.2 The Council shall consult with the North Wales Safeguarding Board, Community Involvement Officers, and the Health and Wellbeing Engagement Group in spending or allocating the Safeguarding Contribution and shall seek to ensure that its education and training programmes complement or enhance existing local, regional or national level Safeguarding programmes.

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 Accommodation Contribution" means the sum of £180,000 (One Hundred and Eighty Thousand Pounds) to safeguard housing resilience payable in accordance with paragraph 6;

"SPC Community Resilience Contribution" means the sum of £1,300,000 (One Million Three Hundred Thousand Pounds) towards precautionary, compensatory and unforeseen mitigation arising from Work No. 12 (as defined in the DCO) payable in accordance with paragraph 7;

"SPC Economic Development Officer" means an officer or officers employed by the Council in accordance with paragraph 5;

"SPC Economic Development Officer Contribution" means the sum of £80,000 (Eighty Thousand Pounds) towards the provision of a SPC Economic Development Officer payable in accordance with paragraph 5;

"SPC Environmental Contribution" means the sum of £57,000 (Fifty Seven Thousand Pounds) for mitigating noise, air quality and vibration impacts of the Work No. 12 (as defined in the DCO) as described in paragraph 8;

"SPC Environmental Officer" means an officer employed by the Council to monitor noise, vibration and air quality emissions in accordance with paragraph 8;

"SPC Heritage and Archaeology Contribution" means the sum of £90,000 (Ninety Thousand Pounds) towards promoting the heritage and archaeology of the Site payable in accordance with paragraph 3;

"SPC Heritage and Archaeology Officer" means the provision an officer employed by the Council and appointed to ensure the heritage of the north of Anglesey is protected and that archaeology found on the Site is recorded interpreted and promoted effectively in accordance with paragraph 3;

"SPC Local Facilities and Services Contribution" means the sum of £100,000 (One Hundred Thousand Pounds) to be allocated towards the provision of local facilities and services including meeting facilities at Tregele, Cemaes, and Llanfechell payable in accordance with paragraph 1;

"SPC Monitoring Contribution" means the sum of £60,000 (Sixty Thousand Pounds) payable in accordance with paragraph 10;

"SPC PRoW Contribution" means the sum of £40,000 (Forty Thousand Pounds) payable in accordance with paragraph 9;

"SPC Tourism Contribution" means the sum of £125,000 (One Hundred and Twenty-Five Thousand Pounds) to mitigate impacts on tourism caused by Work No. 12 (as

defined in the DCO) and promote and develop tourism on Anglesey payable in accordance with paragraph 2;

"**SPC Tourism Officer**" means a 0.5 FTE officer employed by the Council in accordance with paragraph 2; and

"**SPC Welsh Language Contribution**" means the sum of £66,000 (Sixty-Six Thousand Pounds) to mitigate the impacts on the Welsh language of the Wylfa Newydd DCO Project and to support and enhance the Welsh language payable in accordance with paragraph 4.

1. **Local Facilities and Services**

1.1 SPC Local Facilities and Services Contribution

1.1.1 The SPC Local Facilities and Services Contribution shall be paid by the Developer to the Council upon Commencement and the Developer shall not Commence the Wylfa Newydd DCO Project until this contribution has been paid.

1.1.2 The Council shall consult and work with the community councils of Llanbadrig and Mechell to allocate the SPC Local Facilities and Services Contribution in accordance with paragraph 1.2 below.

1.1.3 The Council shall use reasonable endeavours to have each of the facilities or services referred to in this Schedule operational or in place (for the purposes set out in paragraph 1.3 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 below the Council shall apply the SPC Local Facilities and Services Contribution to develop and maintain local facilities and services including meeting facilities:

- (a) in the vicinity of Treglele; 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 below of this Schedule.

1.2.2 The Council may utilise the SPC Local Facilities and Services Contribution towards alternative locations to those specified in paragraph 1.2.1 above 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 below of this Schedule.

1.2.3 Any alternative location provided pursuant to paragraph 1.2.2 above 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 public use of appropriate facilities in private buildings and will achieve the purpose set out in paragraph 1.3 below of this Schedule.

1.3 Purpose of SPC Local Facilities and Services

1.3.1 The purpose of the meeting facilities and/or services to be developed in accordance with paragraphs 1.1 and 1.2 above of this Schedule shall be to enable the functioning of meeting facilities and or servicing of existing facilities for the Llanbadrig and Mechell community councils Provided That nothing in this Schedule shall prevent the facilities being accessed for appropriate uses by members of the public during other periods at the discretion of the Council or the operator of the facility.

2. **Tourism**

2.1 SPC Tourism Contribution

2.1.1 The SPC Tourism Contribution shall be paid by the Developer to the Council upon Commencement and the Developer shall not Commence the Wylfa Newydd DCO Project until this contribution has been paid to the Council.

2.1.2 The SPC Tourism Contribution shall be applied by the Council to:

- (a) employ a SPC Tourism Officer to facilitate and monitor the matters in sub-paragraphs 2.1.2(b), (c) and (d) below; and/or
- (b) safeguard and enhance the image and perception of the north of Anglesey as a visitor destination; and/or
- (c) establish a programme of measures or works to attract greater visitor numbers to the north of Anglesey; and/or
- (d) undertake such other matters as are agreed between the Council and the Developer which promote or support the north of 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 upon Commencement and the Developer covenants that it will not Commence the Wylfa Newydd DCO Project until this contribution has been paid.

3.1.2 The Council shall apply the SPC Heritage and Archaeology Contribution to:

- (a) a SPC Heritage and Archaeology Officer to facilitate and deliver the matters set out in sub-paragraphs 3.1.2(b) to (f) 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 the north of Anglesey and providing educational resourcing to schools and to the wider community giving them the opportunity to view the interpretation materials; and/or
- (f) undertake such other matters as are agreed 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 upon Commencement and the Developer covenants that it shall not Commence the Wylfa Newydd DCO Project until this contribution has been paid.

4.1.2 The Council shall use the SPC Welsh Language Contribution to:

- (a) support and enhance Welsh language immersion capacity in schools; and/or
- (b) purchase translation equipment including but not limited to transmitter stacks, headsets, microphones, receivers, charging pods, power supplies and carrying equipment; and/or
- (c) such other matters to support and enhance Welsh language as may otherwise be agreed between the Council and the Developer.

4.2 Contractor Appointment of Welsh Language Relationship Manager

4.2.1 The Developer shall from Commencement require its lead contractor(s) for the SPC Works to nominate a Welsh Language Relationship Manager and the Developer shall notify the name and contact details of this person to the Council.

4.2.2 The role of the Welsh Language Relationship Manager shall be to provide a Welsh speaking point of contact for the community during the SPC Works.

5. SPC Economic Development Officer

5.1 SPC Economic Development Officer Contribution

- 5.1.1 The SPC Economic Development Officer Contribution shall be paid by the Developer to the Council upon Commencement and the Developer covenants that it shall not Commence the Wylfa Newydd DCO Project until this contribution has been paid.
- 5.1.2 The Council shall apply the SPC Economic Development Officer Contribution to employ up to two Economic Development Officers to deliver the matters set out in paragraph 5.1.3 below.
- 5.1.3 The Economic Development Officer(s) shall in respect of the SPC Works:
- (a) represent the Council and local businesses in engaging with Developer's supply chain in respect of the Wylfa Newydd DCO Project; and/or
 - (b) engage with the WNESS (as defined in Schedule 4) on behalf of the Council; and/or
 - (c) 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 area; and/or
 - (d) collaborate with the Developer in developing the Jobs and Skills Implementation Plan and the Supply Chain Action Plan (in accordance with paragraphs 2.1 and 8.1 of Schedule 4); and/or
 - (e) support, assist and advise on maximising local benefits arising from the supply chain to the Wylfa Newydd DCO Project; and/or
 - (f) promote supply chain opportunities associated with the SPC Works.

6. SPC Accommodation

6.1 SPC Accommodation Contribution

- 6.1.1 The SPC Accommodation Contribution shall be paid by the Developer to the Council upon Commencement and the Developer covenants that it will not Commence the Wylfa Newydd DCO Project until this contribution has been paid.
- 6.1.2 The Council shall use the SPC Accommodation Contribution input into the Annual Programme of Works for expenditure of the Worker Accommodation (Capacity Enhancement) Contribution (in accordance with paragraph 7.2 of Schedule 5) and in accordance with such Annual Programme of Works (agreed pursuant to paragraph 7.3 of Schedule 5) to undertake any studies, designs, consenting costs and tender documentation and other related activities in accordance with the Annual Programme of Works.

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 upon Commencement and the Developer covenants that it shall not Commence the Wylfa Newydd DCO Project until this contribution has been paid.

7.1.2 The Council shall 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 as required as a result of impacts from the SPC Works and/or to allow the residents of the north of Anglesey to prepare for the Wylfa Newydd DCO Project, and/or to enhance or capture the potential benefits of the Wylfa Newydd DCO Project in the following areas:

- (a) highway 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 the 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.

8. SPC Environment

8.1 SPC Environmental Contribution

8.1.1 The SPC Environmental Contribution shall be paid by the Developer to the Council upon Commencement and the Developer covenants that it shall not Commence the Wylfa Newydd DCO Project until this contribution has been paid.

- 8.1.2 The Council shall apply the SPC Environmental Contribution to:
- (a) an SPC Environmental Officer; and/or
 - (b) establish noise, vibration and air quality (including dust) monitoring (including equipment) to monitor the anticipated levels of emissions set out in the Environmental Statement (as certified under the DCO); and/or
 - (c) undertake such other matters as may be agreed 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 shall not Commence the Wylfa Newydd DCO Project until this contribution has been paid.

9.2 Application of SPC PRoW Contribution

- 9.2.1 The Council shall apply the SPC PRoW Contribution to provide and maintain measures which enhance the experience relating to the use of public rights of way and local beaches in the vicinity of the Wylfa Newydd DCO Project and which may include the 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 SPC PRoW Contribution to the measures set out in (a) to (e) above.

10. SPC Monitoring

- 10.1.1 The SPC Monitoring Contribution shall be paid by the Developer to the Council upon Commencement and the Developer shall not Commence the Wylfa Newydd DCO Project until this contribution has been paid.
- 10.1.2 The Council shall apply the SPC Monitoring Contribution to monitor its and the Developer's undertaking of the obligations in this Schedule 15 and report the Council's expenditure of the contributions received under this Schedule 15 in accordance with Schedule 16.

SCHEDULE 16
SERVICE LEVEL CONTRIBUTION, MONITORING AND REPORTING

"Implementation and Monitoring (Construction) Contribution" means an annual contribution of £60,000 (Sixty Thousand Pounds) payable in accordance with paragraph 3;

"Implementation and Monitoring (Operation) Contribution" means an annual contribution payable in accordance with paragraph 4;

"Monitoring (Gwynedd) Contribution" means a contribution of £15,000 (Fifteen Thousand Pounds) payable annually in accordance with paragraph 5;

"Programme Office" means the officer and administrative resource within the Council to undertake and support the delivery of the Council's statutory consenting responsibilities and related processes in relation to the Wylfa Newydd DCO Project and related consents, permits and licences; and

"Service Level Contribution" means an annual contribution of £500,000 (Five Hundred Thousand Pounds) payable in accordance with paragraph 1.

1. Service Level Contribution

1.1 The Service Level Contribution shall be paid by the Developer to the Council in the following instalments:

1.1.1 the first payment of the Service Level Contribution of £500,000 (Five Hundred Thousand Pounds) shall be paid prior to Implementation; and

1.1.2 the second and subsequent payments each of £500,000 (Five Hundred Thousand Pounds) shall be paid annually on the anniversary of Implementation thereafter for the duration of the Construction Period.

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

1.2 The Council shall apply the Service Level Contribution towards the Council's cost of running the Programme Office which may include employment of a Programme Office finance officer and may be used to fund additional officer provision to deliver the Council's obligations as specified in this Deed at peak times and for the avoidance of doubt this may include:

1.2.1 an additional Welsh Language Officer;

1.2.2 an additional Tourism Officer;

1.2.3 an additional Transport Officer;

1.2.4 an additional Environment Officer;

1.2.5 an additional Economic Development Officer; and

1.2.6 an additional Safeguarding Officer,
in each case as defined in the relevant Schedules of this Deed.

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 shall from Implementation until the end of the Construction Period publicly report on an annual basis on:

- (a) its receipt and expenditure of all Financial Contributions, Contingency Funds, Funds, and Payments; and
- (b) key mitigation delivered and forthcoming in the subsequent year; and
- (c) any other matters which may be agreed by the Developer and the Council from time to time.

2.1.2 The Developer shall from Implementation until the end of the Construction Period report to the Council annually on:

- (a) key project milestones and activities, and anticipated Wylfa Newydd DCO Project milestones and activities forthcoming in the subsequent year; and
- (b) key mitigation delivered in kind by the Developer; and
- (c) any other matters which may be agreed by the Developer and the Council from time to time.

2.1.3 The Developer shall from Implementation until the end of Construction Period publish for the benefit of the local community a quarterly (or such other period agreed with the Council) construction lookahead which describes:

- (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; and
- (e) such other information from time to time which is likely to be of interest to the local community.

2.1.4 The Developer shall provide the quarterly construction lookahead with the Emergency Services Engagement Group for review not less than five Working Days prior to it being published.

3. Implementation and Monitoring (Construction) Contribution

3.1 The Implementation and Monitoring (Construction) Contribution shall be paid by the Developer to the Council in the following instalments:

3.1.1 the first payment of £60,000 (Sixty Thousand Pounds) shall be paid prior to Implementation;

3.1.2 the second and subsequent payments each of £60,000 (Sixty Thousand Pounds) shall be paid annually on the anniversary of Implementation until the end of the Construction Period,

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

3.2 The Council shall 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 which may include the provision of officer resource.

4. Implementation and Monitoring (Operation) Contribution

4.1 The Implementation and Monitoring (Operation) Contribution shall be paid by the Developer to the Council in the following instalments:

4.1.1 the first payment of £50,000 (Fifty Thousand Pounds) shall be paid on commencement of the Operational Period;

4.1.2 the second to tenth payments each of £50,000 (Fifty Thousand Pounds) shall be paid annually on the first to ninth anniversaries of the first payment; and

4.1.3 the eleventh and subsequent payments each of £30,000 (Thirty Thousand Pounds) shall be paid annually thereafter for the duration of the Operational Period.

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

4.2 The Council shall apply the Implementation and Monitoring (Operation) Contribution towards the Council's cost of monitoring implementation and compliance with, and enforcement under, this Deed during the Operational Period which may include the provision of officer resource.

5. Monitoring (Gwynedd) Contribution

5.1 The Monitoring (Gwynedd) Contribution shall be paid by the Developer to the Council for onward payment to Gwynedd Council (subject to Clause 7) for the purposes of enabling the availability of monitoring, engagement and reporting resource in respect of the obligations set out in the Schedules to this Deed insofar as matters relate to Gwynedd Council.

5.2 The Monitoring (Gwynedd) Contribution shall be paid in the following instalments:

- 5.2.1 the first payment of £15,000 (Fifteen Thousand Pounds) shall be paid prior to Implementation;
- 5.2.2 the second and subsequent payments each of £15,000 (Fifteen Thousand Pounds) shall be paid annually on the anniversary of Implementation until the end of the Construction Period,

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

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 ("**monies**") the Council shall:
- 1.1.1 as soon as reasonably practicable upon receipt hold such monies such that they can be separately identified within the Council's accounting systems such monies to bear interest (which shall be calculated as the average rate that has been generated by the Council's investments in each financial year) and the relevant monies together with its accrued interest shall be identified from periodic statements until such time as such sums or amounts (or any part thereof) are required for the purposes identified in the relevant Schedules pursuant to which the monies were paid;
 - 1.1.2 to apply such monies 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 monies contained in this Deed otherwise than for the purposes for which they are paid Provided That for the avoidance of doubt the Council shall be entitled to treat any accrued interest or any interest payable under Clause 24 as if it were part of the principal sum paid by the Developer and for no other purpose; 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 monies which have been expended, incurred and/or defrayed by the Council and paid for by the Developer detailing the purpose for which such sums have been applied.
- 1.2 Save for monies paid to third parties in respect of which paragraph 1.3 below shall apply, in the event that any part or all of the monies have not been allocated or spent by the Council (and where "allocated" for the purposes of this paragraph means, prior to the date of any request for the return of funds, either entered into a binding and written legal contract in respect of such funds, or internally allocated such funds as evidenced in writing and signed off by the appropriate officer within the Council) for the said purpose within ten years (subject to adjustment commensurate with any delay to the construction timetable) from the date the monies or part thereof was paid by the Developer or due to be paid by the Developer under this Deed (whichever is the later) or in respect of the Contingency Funds and the Funds the date on which those funds close as specified in this Deed and unless the Council and the Developer agree otherwise, the Council shall as soon as reasonably practicable 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 Clause 7 shall apply in respect of sums paid to third parties under this Deed and the Council shall seek the repayment of any monies not allocated or spent by such third party in accordance with paragraph 1.2 above and shall include wording to effect this in a Deed of Covenant with those parties pursuant to Clause 7.

SCHEDULE 18
FORM OF SUPPLEMENTAL DEED

[OWNER]

- TO -

ISLE OF ANGLESEY COUNTY COUNCIL

SUPPLEMENTAL DEED

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

THIS SUPPLEMENTAL DEED is dated the _____ day of _____

BETWEEN:-

- (1) [_____] whose registered office is [at/of] [_____] whose company number is [_____] (hereinafter called the "**Owner**"); and
- (2) **ISLE OF ANGLESEY COUNTY COUNCIL** of Council Offices, Llangefni LL77 7TW (the "**Council**").

WHEREAS:-

- (A) The Council is the local planning authority for the purposes of the Town and Country Planning Act 1990 for the area within which the land known as [_____] is situate.
- (B) The Owner is the owner [state interest] in the Site.

NOW THIS DEED WITNESSES as follows:-

1. DEFINITIONS

- 1.1 In this Supplemental Deed in addition to the Parties hereinbefore defined the following words and expression shall where the context so requires or admits have the following meanings:-

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

"**DCO s.106 Agreement**" means the planning agreement relating to land at Wylfa, Anglesey, entered into on [_____] March 2019 between Horizon Nuclear Power Wylfa Limited and the Isle of Anglesey County Council;

"**Site**" means the land shown [_____] on the plan annexed to this Supplemental Deed having Land Registry Title Number [_____].

- 1.2 Words denoting the singular shall include the plural and vice versa and words denoting any gender shall include all genders and words denoting persons shall include bodies corporate and vice versa.
- 1.3 Any reference to any enactment regulation or order includes any statutory modification or re-enactment thereof for the time being in force.
- 1.4 The headings are for ease of reference only and shall not affect the construction or interpretation hereof.

2. STATUTORY PROVISION

- 2.1 The Owner acknowledges to the Council that the obligations in this Supplemental Deed are covenants which:-
 - 2.1.1 are planning obligations for the purposes of section 106 of the Act;
 - 2.1.2 are entered into with intent to bind the Owner's interest in the Site and each and every part thereof into whosoever's hands the same may come;

2.1.3 are enforceable by the Council as local planning authority;

2.1.4 are executed as a Deed.

3. COVENANT

The Owner covenants to perform the obligations in, and agrees to have the Site bound by, the covenants and provisions contained in the DCO s.106 Agreement subject to all its provisions as if and in so far as that interest and the Site had been bound by the DCO s.106 Agreement when entered into.

IN WITNESS whereof the Party hereto has executed this Supplemental Deed the day and year first before written.

**SCHEDULE 19
DEED OF COVENANT**

WYLFA NEWYDD DEED OF COVENANT

in relation to

**A DEED OF DEVELOPMENT CONSENT OBLIGATIONS
ENTERED INTO PURSUANT TO THE TOWN AND COUNTRY
PLANNING ACT 1990 RELATING TO THE WYLFA NEWYDD
DCO PROJECT**

ISLE OF ANGLESEY COUNTY COUNCIL (1)

[RECIPIENT] (2)

THIS DEED OF COVENANT is made on the day of 201[]

BETWEEN:

- (1) **ISLE OF ANGLESEY COUNTY COUNCIL** of Council Offices, Llangefni LL77 7TW (the "**Council**")
- (2) [] of [] ("**Recipient**").

WHEREAS:

- (A) On [date] the Developer and the Council entered into the Principal Agreement pursuant to which the Developer committed to make one or more payments to the Council.
- (B) Under the terms of the Principal Agreement the Council has covenanted with the Developer to pay the Contribution to the Recipient subject to the Council receiving the Contribution from the Developer and the Recipient entering into this Deed with the Council.
- (C) The Recipient wishes to secure the payment to it of the Contribution from the Council and this Deed of Covenant is entered into for the purposes of the Council paying the Contribution to the Recipient and ensuring that the Recipient applies the Contribution in accordance with the terms of the Principal Agreement and this Deed of Covenant.
- (D) This Deed of Covenant is also entered into for the purposes of the Recipient and the Council providing Monitoring Data and participating in engagement groups, to the extent relevant to the Recipient in accordance with the Principal Agreement.

NOW THIS DEED WITNESSES as follows:

1. **DEFINITIONS AND INTERPRETATION**

- 1.1 In this Agreement the following expressions shall have the meanings set out below unless the context otherwise requires:

"Annual Statement" means a statement from the Recipient setting out details of the amount of the Contribution spent or allocated and the purposes to which the Contribution has been applied by the Recipient;

"Contribution" means the amount(s) expressed to be payable to the Recipient by the Council pursuant to paragraph[s] [] of Schedules[s] [] to the Principal Agreement and as set out in Appendix 1 to this Deed and shall include any element of a Contingency Fund or Fund (as defined in the Principal Agreement) which shall be payable to the Recipient by the Council pursuant to the Principal Agreement;

"Developer" means [] (Company Number [])

"Monitoring Data" means the monitoring data set out in paragraph [] of Schedule [] to the Principal Agreement and set out in Appendix 3 to this Deed

"Principal Agreement" means the agreement made on [date] pursuant to section 106 of the Town and Country Planning Act 1990 in relation to the Development Consent Order between (1) Horizon Nuclear Power Wylfa Limited and (2) Isle of Anglesey County Council.

1.2 In this Deed unless a contrary intention is shown all definitions expressions and phrases used shall have the meanings ascribed to them in the Principal Deed.

2. **RECIPIENT'S COVENANTS**

2.1 The Recipient covenants that it shall on receipt of the Contribution comply with the provisions of clauses 4 to 6 of this Deed.

3. **COUNCIL'S COVENANT**

3.1 The Council covenants with the Recipient that on receipt of such Contribution from the Developer it shall pay the Contribution to the Recipient in accordance with the terms of the Principal Agreement as soon as practicable upon receiving the Contribution and in any event within five Working Days of receipt of cleared funds by the Council.

3.2 The Council covenants that upon receipt of any Monitoring Data received from the Developer pursuant to the Principal Agreement it will share this data with the Recipient within five Working Days.

3.3 If the Recipient considers that there has been non-compliances with the Principal Agreement and reports the same to the Council, the Council shall:

- (a) review such information and,
- (b) consider what, if any, action should be taken having regard to the information provided by the Recipient together with all other relevant considerations.

3.4 If the Council shall require any further information from the Recipient in order to assist with its decision as to whether there has been non-compliance with the Principal Agreement and to what action, if any, should be taken it shall request the same from the Recipient and the Council shall take any further information provided by the Recipient into account and the Council shall advise the Recipient of its decision as soon as reasonably practicable after taking such decision and for the avoidance of doubt nothing in the clause 3.3 shall fetter the discretion of the Council as local planning authority.

4. **RECEIPT OF THE CONTRIBUTIONS**

4.1 The Recipient covenants with the Council that as soon as reasonably practicable upon receipt of any Contribution it shall hold such Contribution such that it can be separately identified within the Recipient's accounting system.

- 4.2 Any interest that accrues to the Contribution shall also be separately identified and shall only be applied in accordance with the provisions of this Deed for the same purposes as for the Contribution to which the interest relates.
- 4.3 Subject to compliance with relevant laws and its own constitutional and internal financial rules, the Recipient shall provide the Council with copies of relevant accounting information confirming the above within fourteen (14) Working Days of a written request from the Council.
- 4.4 The receipt of the Contribution is subject to Clause 6.2 and 3.6 of the Principal Deed.

5. APPLICATION OF CONTRIBUTIONS

- 5.1 The Recipient covenants with the Council that in respect of the Contribution that
- (a) it shall apply it for the purposes for which it was paid as specified in the Principal Agreement and as appears in Appendix 2 to this Deed (or for such other purposes for the benefit of the Wylfa Newydd DCO Project as may be agreed in writing by the Recipient with the Council and Developer); and
 - (b) it shall not spend the Contribution other than for the purposes specified in the Principal Agreement and as appears in Appendix 2 to this Deed (or for such other purposes for the benefit of the Wylfa Newydd DCO Project as may be agreed in writing by the Recipient with the Council and Developer); and
 - (c) it shall repay the Contribution in accordance with clause 6.1.
- 5.2 The Recipient shall within twelve (12) months of the date on which the Contribution or part of the Contribution has been paid to the Recipient pursuant to the Principal Agreement and annually thereafter for a total period of ten years until the total sum of the Contribution has been spent provide the Council with an Annual Statement setting out details of the purposes to which the monies have been applied.
- 5.3 Notwithstanding clause 5.2, and subject to data protection laws, if the Council (acting reasonably) shall require any additional information in relation to expenditure or allocation of the Contribution in order to satisfy itself that it has been spent or allocated for the purposes specified in the Principal Agreement it shall request such information and the Recipient covenants with the Council that it shall provide access to such information and evidence as may reasonably be necessary to enable the Council to satisfy itself that it has been spent for the purposes specified in the Principal Agreement or otherwise.
- 5.4 In the event that the Annual Statement provided to the Council by the Recipient in accordance with clause 5.2 or the information provided to the Council in accordance with clause 5.3 demonstrates that the Recipient has not in the reasonable opinion of the Council spent the Contribution in accordance with the terms set out in the Principal Agreement (as set out in Appendix 2) then the

Council shall issue a written notice to the Recipient (the "Dispute Notice") specifying the actions that the Recipient must undertake in order to ensure that the terms of the Principal Agreement are being complied with by the Recipient and where the Council reasonably considers that the Recipient has failed to comply with the actions specified in the Dispute Notice the Council shall notify the Recipient in writing accordingly and the Recipient shall (unless the matter has been referred to an Expert pursuant to Clause 8 and the Expert has determined that such Contribution has been properly spent) return such part of the Contribution (together any interest accrued thereon) which has been paid to the Recipient but which not been spent in accordance with the Principal Agreement to the Council within ten Working Days of such written notification or within ten Working Days of the written notification of the Expert's decision to the Recipient that such part of the Contribution as he shall have determined shall be returned to the Council as the case may be.

6. UNSPENT OR UNCOMMITTED CONTRIBUTIONS

- 6.1 The Recipient covenants with the Council that should any part of the Contribution paid to the Recipient under this Deed by the Council remain unspent or unallocated by the Recipient (and where "allocated" for the purpose of this clause means prior to the date of any request for the return of the Contribution, either entered into a binding and written legal contract in respect of such funds, or internally allocated such funds as evidenced in writing and signed off by the appropriate person within the Recipient's organisation) for the purposes for which it was paid (or for such other purposes agreed in accordance with clause 5.1(a) or (b) within nine years and eleven months of the date that the Contribution or part thereof was paid by the Council to the Recipient, the Recipient shall repay that Contribution or such part thereof which is unspent or unallocated to the Council together any interest accrued thereon such payment to be made by the Recipient to the Council within ten Working Days of the end of the nine year and eleven month period.

7. RIGHTS OF THIRD PARTIES

It is not intended that any person who is not a party to this Deed shall have any right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Deed.

8. DISPUTES

- 8.1 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 shall be referred to an independent and suitable person holding appropriate professional qualifications to be appointed (in the absence of an agreement) by or on behalf of the president for the time being of the professional body chiefly relevant in Wales with such matters as may be in dispute within 15 (fifteen) Working Days of a dispute being notified to or by a Party to this Deed and such person shall act as an expert (the "Expert") whose decision shall be final and binding on the parties in the absence of manifest error and any costs shall be payable by the parties to the dispute in such proportion as the expert shall

determine and failing such determination shall be borne by the parties in equal shares.

- 8.2 In the absence of agreement as to the appointment or suitability of the person to be appointed as the Expert pursuant to Clause 8.1 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 as soon as reasonably practicable to determine the dispute such solicitor acting as the Expert and his decision shall be final and binding on the Parties in the absence of manifest error and his costs shall be payable by the parties to the dispute in such proportion as he shall determine and failing such determination shall be borne by the Parties in equal shares.
- 8.3 Any Expert howsoever appointed shall be subject to the express requirement to reach a decision and communicate it to the Parties within the minimum practicable period allowing for the nature and complexity of the dispute and in any event not more than 28 (twenty-eight) Working Days after the conclusion of any hearing that takes place or 28 (twenty-eight) Working Days after he has received any file or written representation.
- 8.4 The Expert shall be required to give notice to each of the Parties requiring them to submit to him within ten working days of notification of his appointment written submissions and supporting material and the other party shall be entitled to make a counter written submission within a further ten Working Days.
- 8.5 The Expert shall notify the parties of a hearing date or that the decision will be made on the papers within ten Working Days of receiving any counter written submissions
- 8.6 Following the submission of written submissions and/or supporting materials to the expert the Expert may set a hearing to discuss the dispute and shall give the Parties at least ten Working Days written notice of the date and time when such a hearing is to take place.
- 8.7 It is agreed between the Parties that this clause shall not apply to disputes in relation to matters of law or the construction or interpretation of this Deed which shall be subject to the jurisdiction of the Courts.

9. **JURISDICTION**

- 9.1 This Deed including its construction, validity, performance and enforcement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales as it applies in Wales
- 9.2 Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this Deed or its subject matter or formation (including non-contractual disputes or claims).

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

THE COMMON SEAL of)
ISLE OF ANGLESEY COUNTY COUNCIL)
was hereunto affixed)
in the presence of:)

[RECIPIENT]

[EXECUTION BLOCK]

EXECUTED as a DEED by [])
[])
acting by [Name of Director] in the)
presence of:)

.....

Signature of Director

.....
[SIGNATURE OF WITNESS]

[NAME OF WITNESS]

Appendix 1
The Contributions

Appendix 2

Purposes for the Contribution

Appendix 3
Monitoring Data

SCHEDULE 20
FINANCIAL OBLIGATIONS

1. **"Contingency Funds"** means:
 - 1.1.1 Accommodation (Contingency) Fund
 - 1.1.2 Education (Contingency) Fund
 - 1.1.3 Health (Contingency) Fund
 - 1.1.4 Jobs and Skills (Contingency) Fund
 - 1.1.5 Welsh Language Education Contingency Fund

2. **"Financial Contributions"** means:
 - 2.1.1 Accommodation Officers Contribution
 - 2.1.2 Ambulance Service Contribution
 - 2.1.3 AONB and Heritage Coast Contribution
 - 2.1.4 Community Involvement Officer Contribution
 - 2.1.5 Community Translation Service Contribution
 - 2.1.6 Construction Noise (Cemaes Primary School) Contribution
 - 2.1.7 Construction Noise (Eglwys Sant Padrig Church) Contribution
 - 2.1.8 Copper Trail (Signage) Contribution
 - 2.1.9 Copper Trail (Sustrans) Contribution
 - 2.1.10 Economic Development Officer Contribution
 - 2.1.11 Education Contribution
 - 2.1.12 Environment Officer Contribution
 - 2.1.13 Felin Gafnan Contribution
 - 2.1.14 Fire Service Contribution
 - 2.1.15 Further Annual Police Contribution
 - 2.1.16 Health (Monitoring) Contribution
 - 2.1.17 Health (First NHS Workforce Use) Contribution
 - 2.1.18 Health (NHS Workforce Dependants Use) Contribution

- 2.1.19 Health (Second NHS Workforce Use) Contribution
- 2.1.20 Heritage Interpretation Board Contribution
- 2.1.21 Implementation and Monitoring (Construction) Contribution
- 2.1.22 Implementation and Monitoring (Operation) Contribution
- 2.1.23 Jobs and Skills (Economic Inactivity) Contribution
- 2.1.24 Jobs and Skills (Post-16) Contribution
- 2.1.25 Jobs and Skills Workforce Planning Contribution
- 2.1.26 Leisure (Indoor Sports Hall) Contribution
- 2.1.27 Leisure (Outdoor Facilities) Contribution
- 2.1.28 Leisure (Swimming Facilities) Contribution
- 2.1.29 Monitoring (Gwynedd) Contribution
- 2.1.30 Police Adjustment
- 2.1.31 Police Contribution
- 2.1.32 PRow Capital and Maintenance Contribution
- 2.1.33 Road Condition Survey Contribution
- 2.1.34 Safeguarding Officer Contribution
- 2.1.35 Service Level Contribution
- 2.1.36 SPC Accommodation Contribution
- 2.1.37 SPC Community Resilience Contribution
- 2.1.38 SPC Economic Development Officer Contribution
- 2.1.39 SPC Environmental Contribution
- 2.1.40 SPC Heritage and Archaeology Contribution
- 2.1.41 SPC Local Facilities and Services Contribution
- 2.1.42 SPC Monitoring Contribution
- 2.1.43 SPC PRow Contribution
- 2.1.44 SPC Tourism Contribution
- 2.1.45 SPC Welsh Language Contribution

- 2.1.46 Tern Warden Contribution
- 2.1.47 Tourism Contribution
- 2.1.48 Tourism Officer Contribution
- 2.1.49 Tourism WG Contribution
- 2.1.50 Transport Contribution
- 2.1.51 Transport (Additional Mitigation) Contribution
- 2.1.52 Transport Officer Contribution
- 2.1.53 Transport (Road Safety) Contribution
- 2.1.54 Wales Coast Path Capital and Maintenance Contribution
- 2.1.55 Welsh Language Education Contribution
- 2.1.56 Welsh Language Officer Contribution
- 2.1.57 Worker Accommodation (Annual) Contribution
- 2.1.58 Worker Accommodation (Capacity Enhancement) Contribution

3. **"Funds"** means:

- 3.1.1 Community Fund
- 3.1.2 Environmental Mitigation Fund
- 3.1.3 Welsh Language Skills Training Fund

4. **"Payments"** means:

- 4.1.1 Cestyll Garden Payment
- 4.1.2 Valley Garden Landowner Payment
- 4.1.3 Visitor Centre Interim Payment
- 4.1.4 Visitor Centre Payment

SCHEDULE 21 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 Areas:

- Plan 1M(a) - Power Station Access Road
- Plan 1M(b) - Dalar Hir Junction 4
- Plan 1M(c) - Valley Junction 3
- Plan 1M(d) - Parc Cybi Junction 2
- Plan 1M(e) - area in Llanfachraeth

Plan 1N: Fisherman's Carpark Area

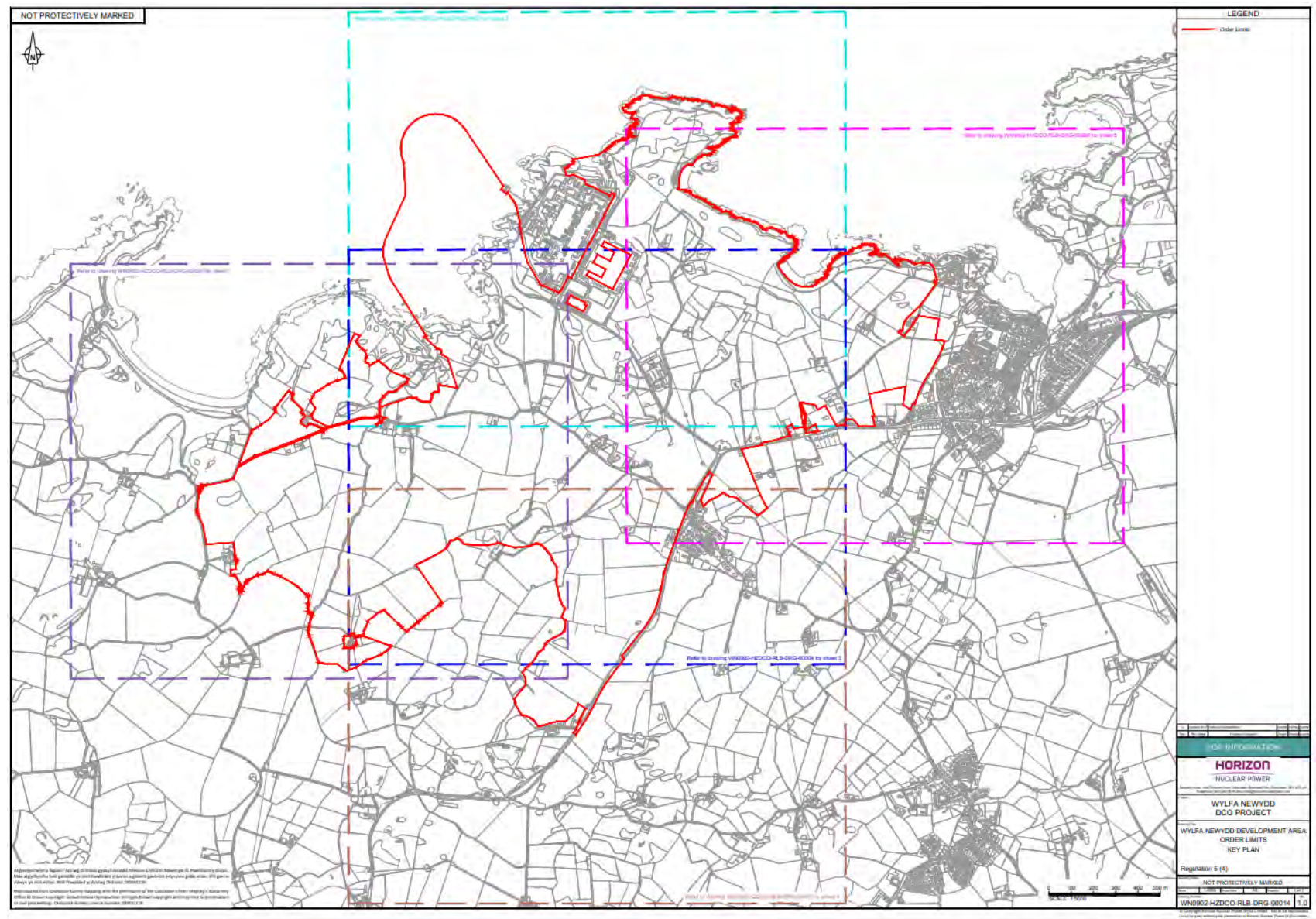
Plan 1O: Cestyll Garden

- Plan 1O(a) - Cestyll Garden – wider context
- Plan 1O(b) - Cestyll Garden – closer view

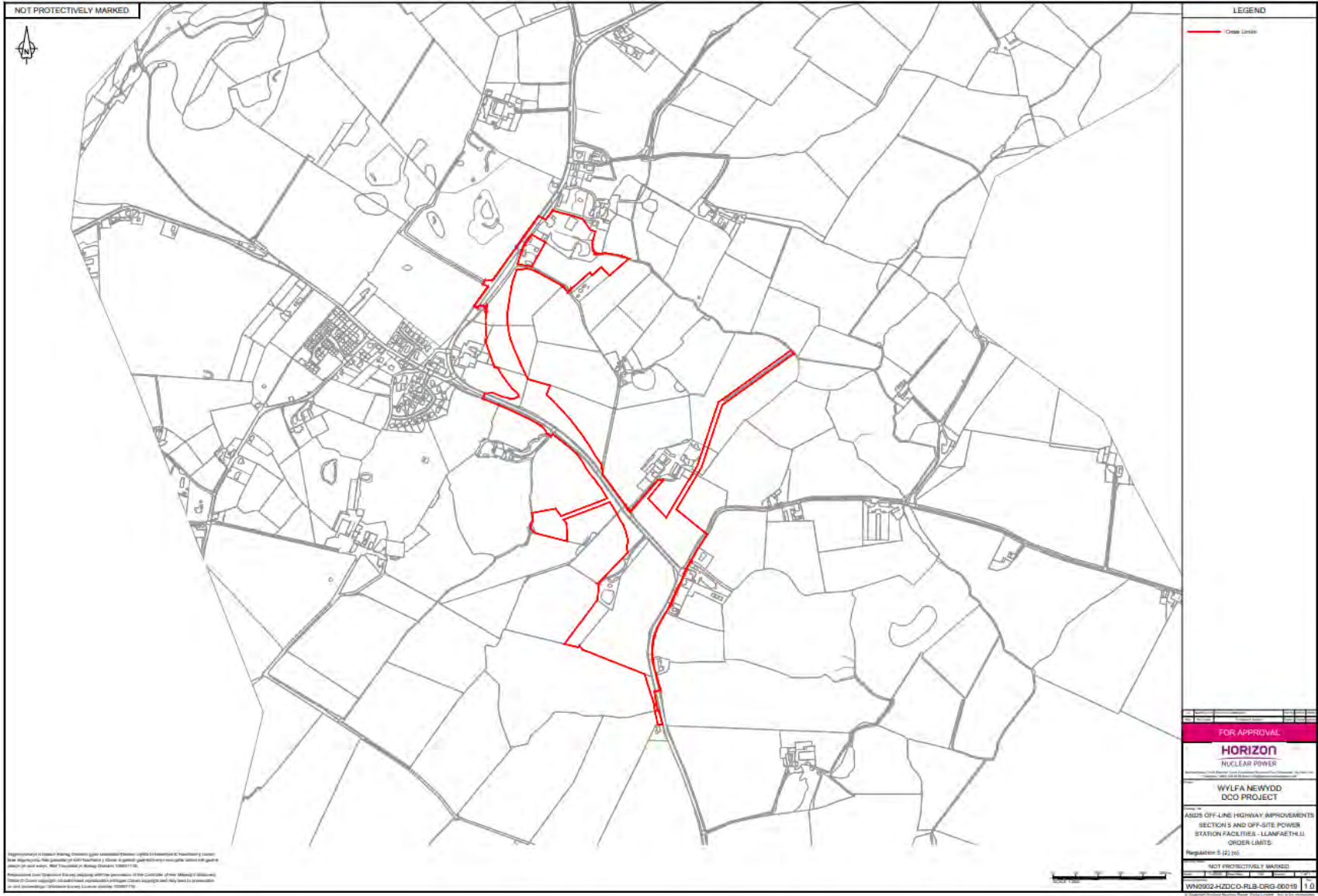
Plan 1P: Cemlyn Bay

Plan 1Q: DCCZ

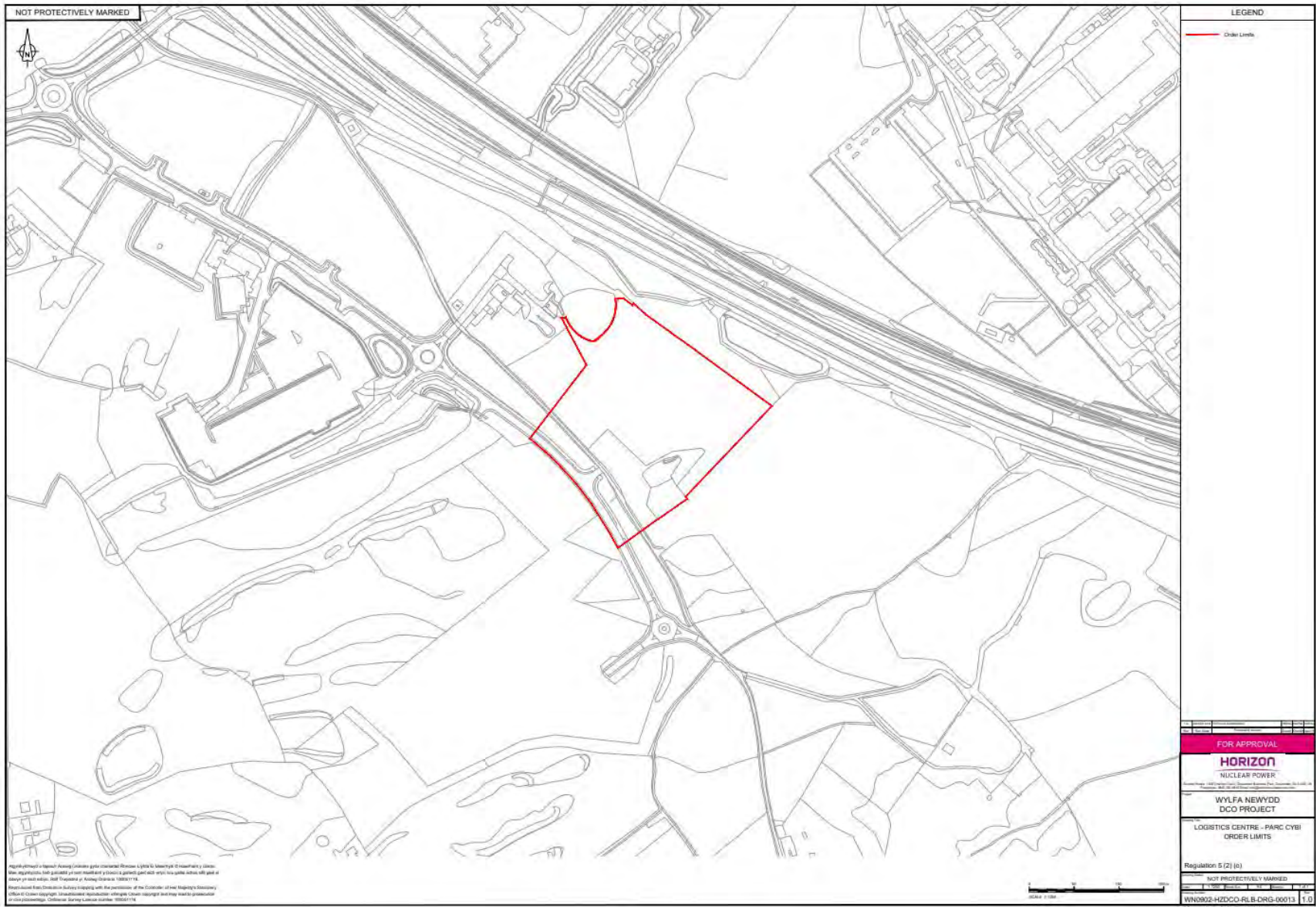
Plan 1A: Wylfa Newydd Development Area (the "Site")



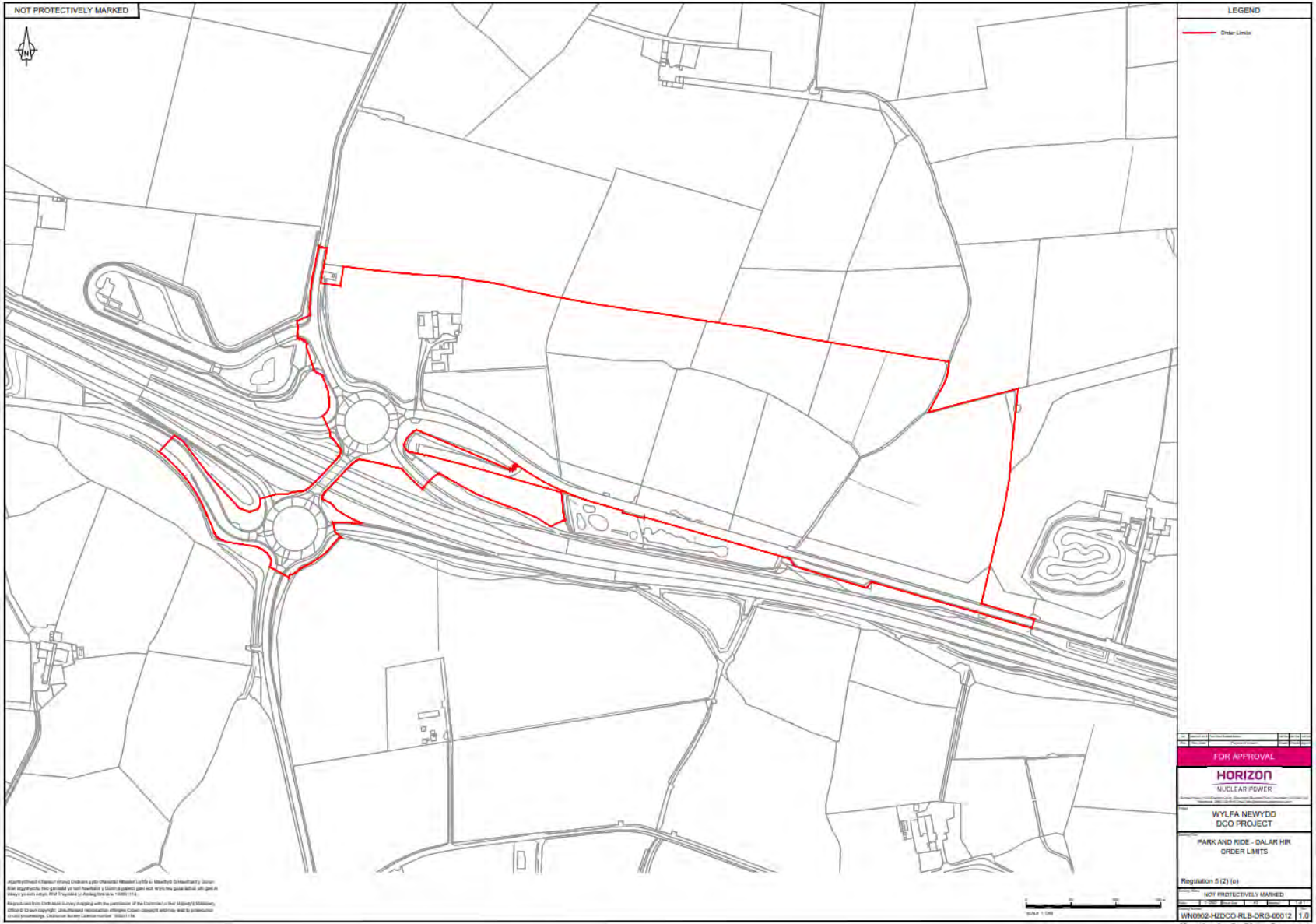
Plan 1B: Offsite Power Station Facilities Site



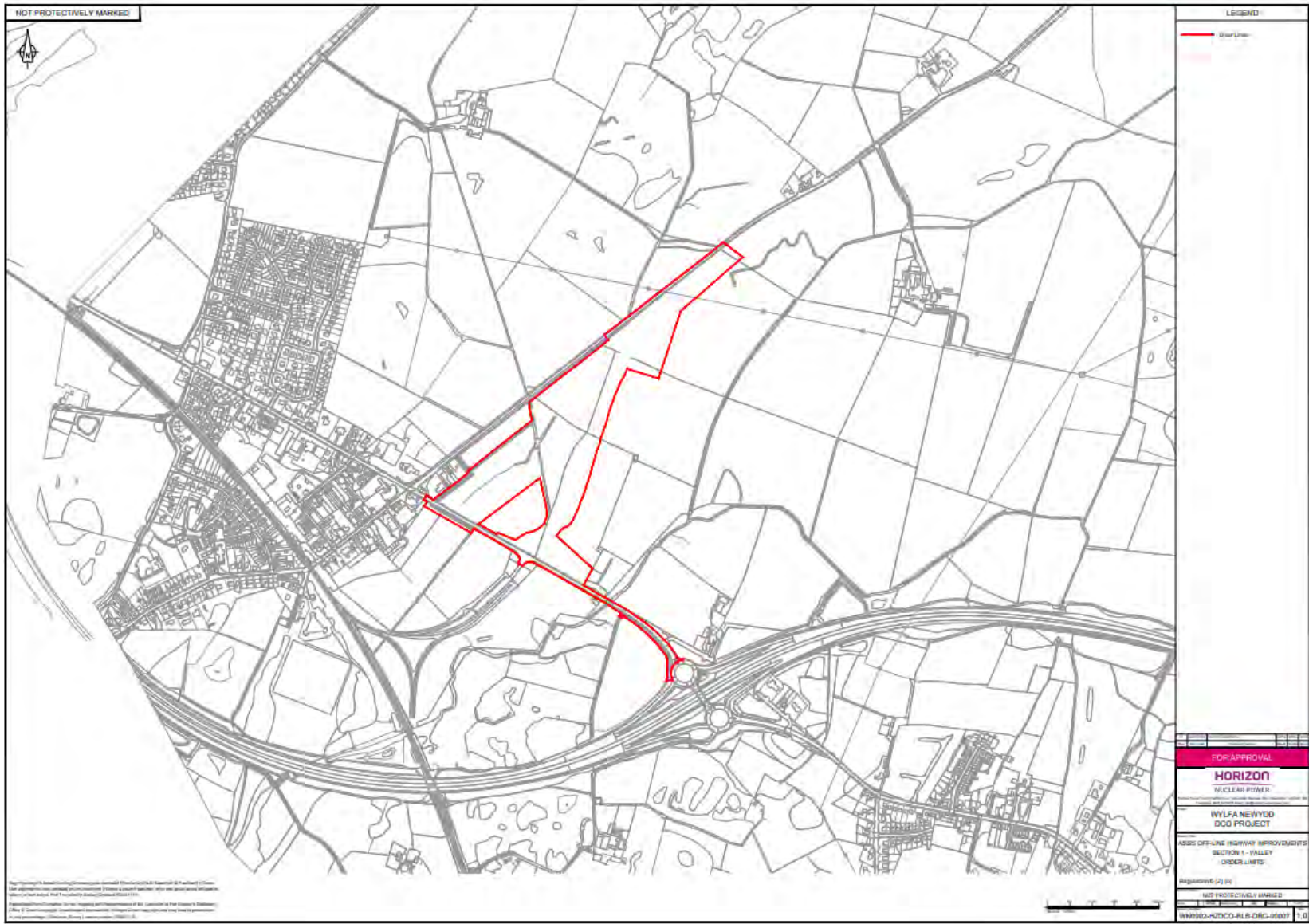
Plan 1C: Parc Cybi



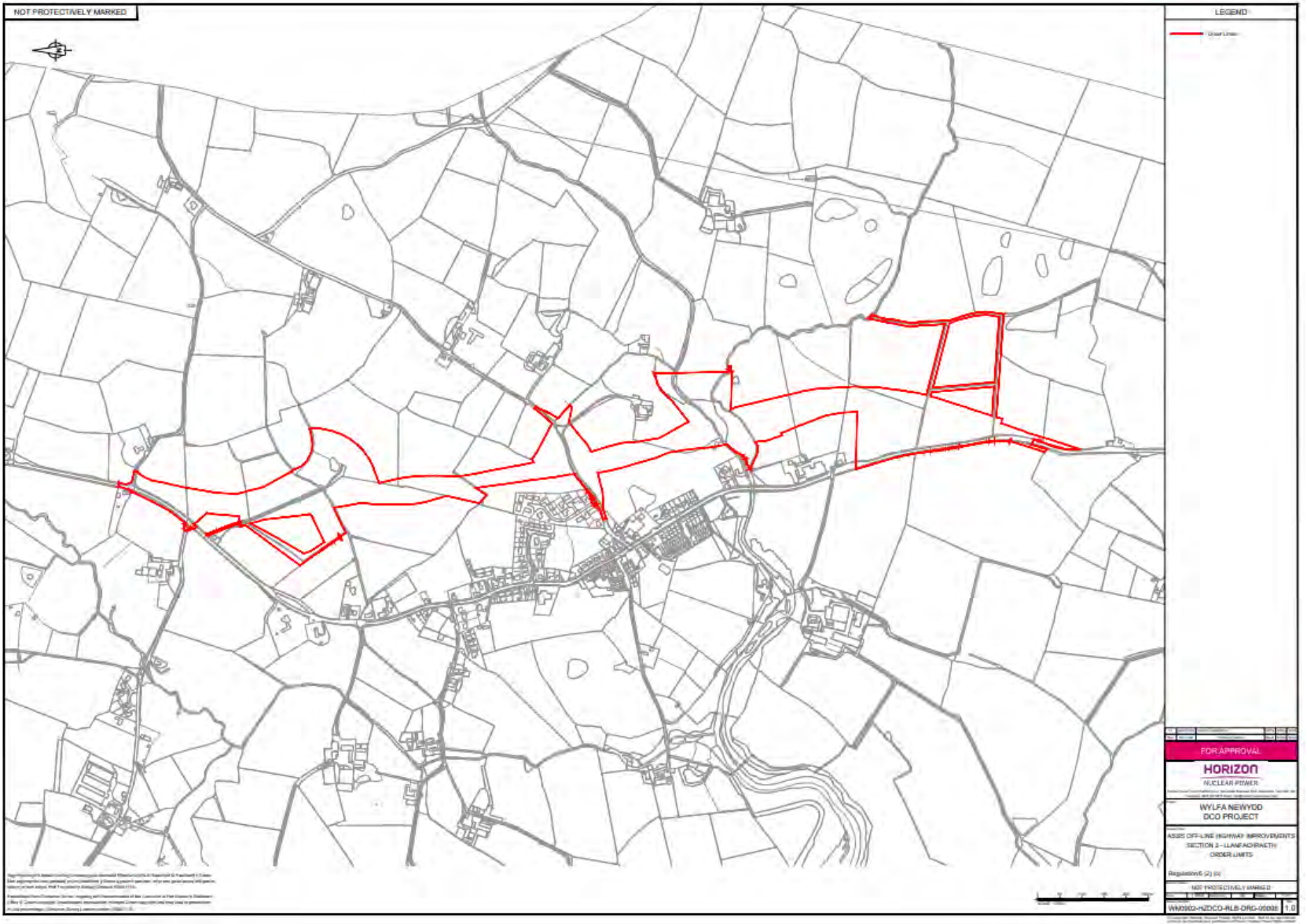
Plan 1D: Dalar Hir



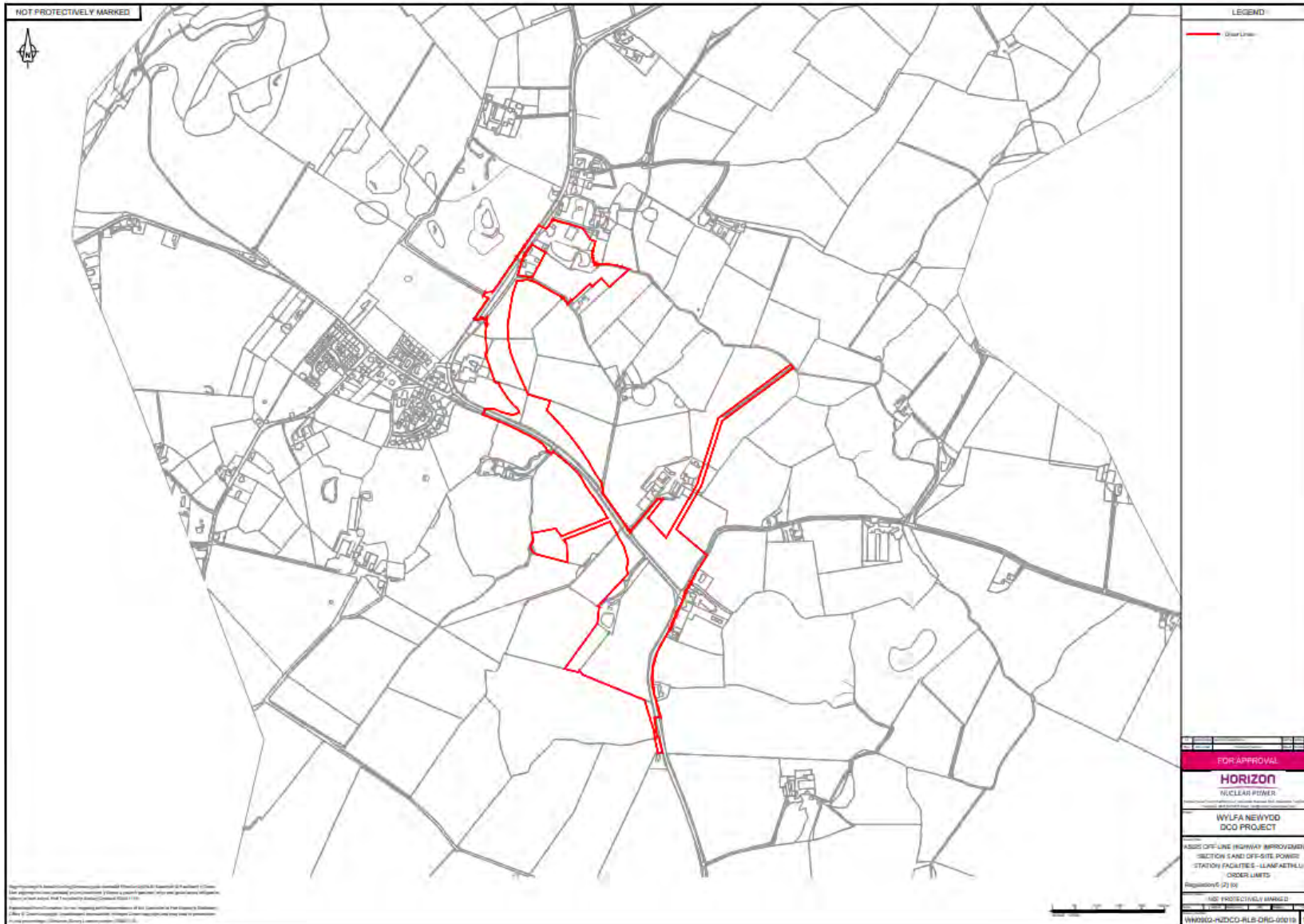
Plan 1E: A5025 Offline Highways Improvements (Valley)



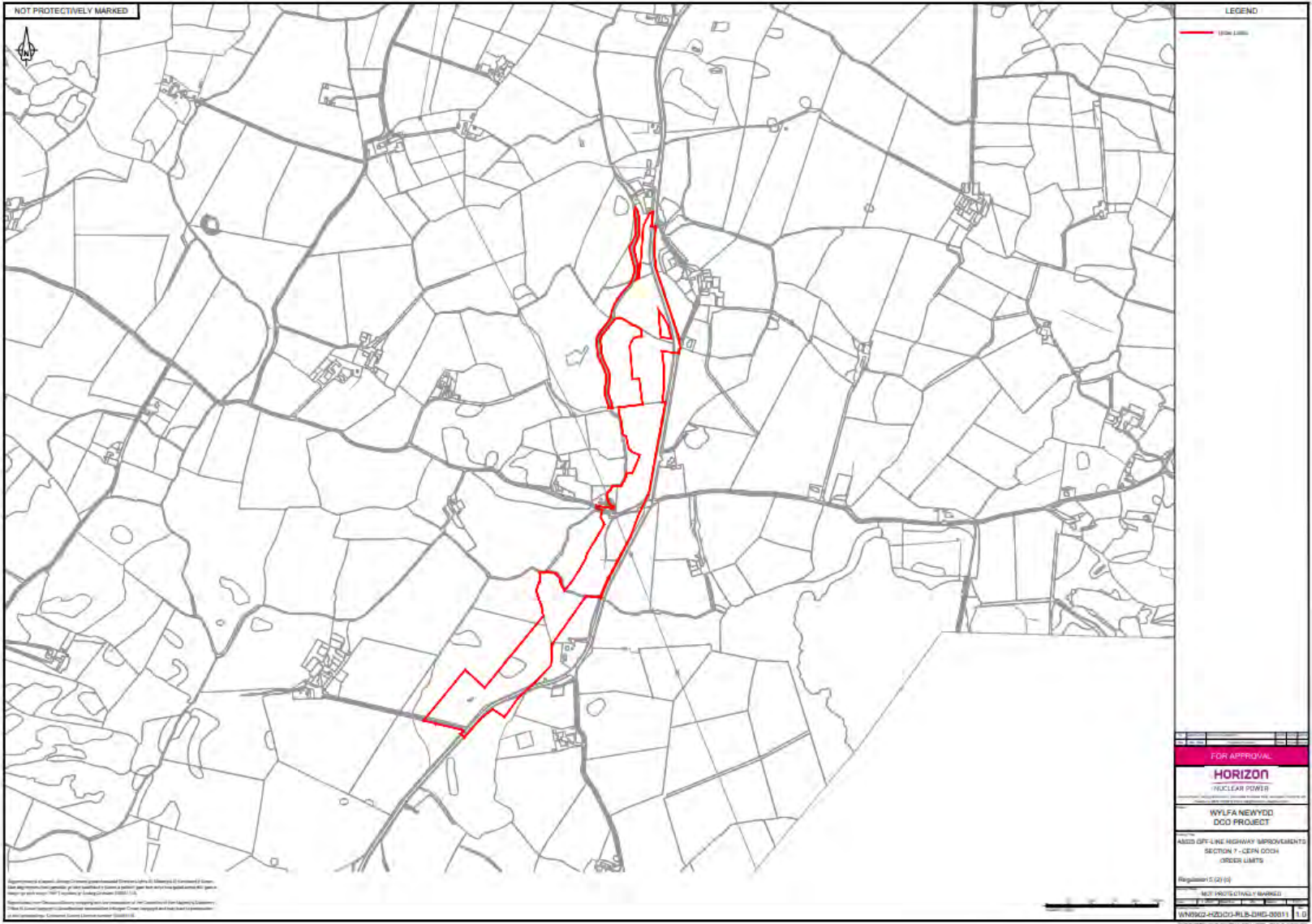
Plan 1F: A5025 Offline Highways Improvements (Llanfachraeth)



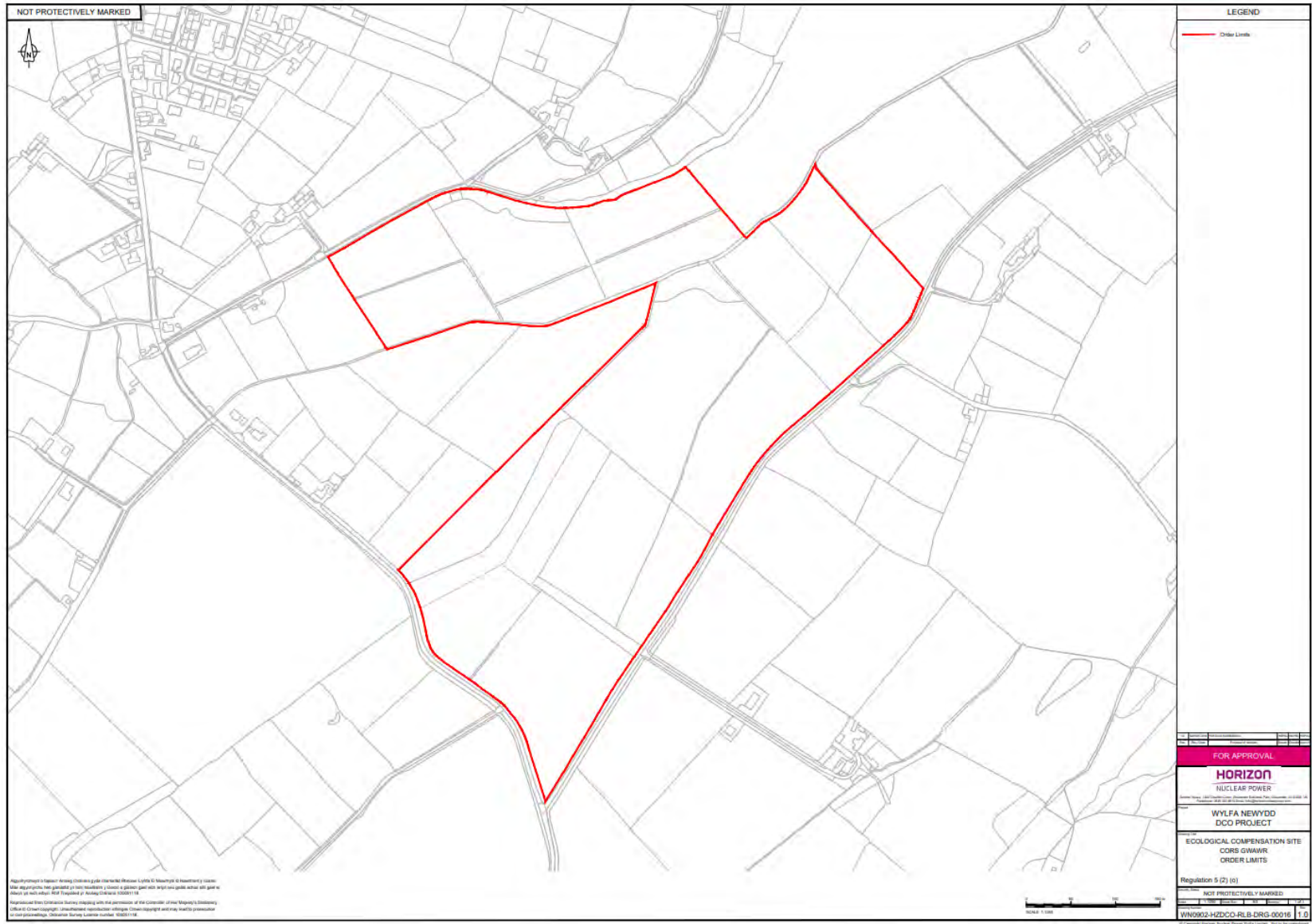
Plan 1G: A5025 Offline Highways Improvements (Llanfaethlu)



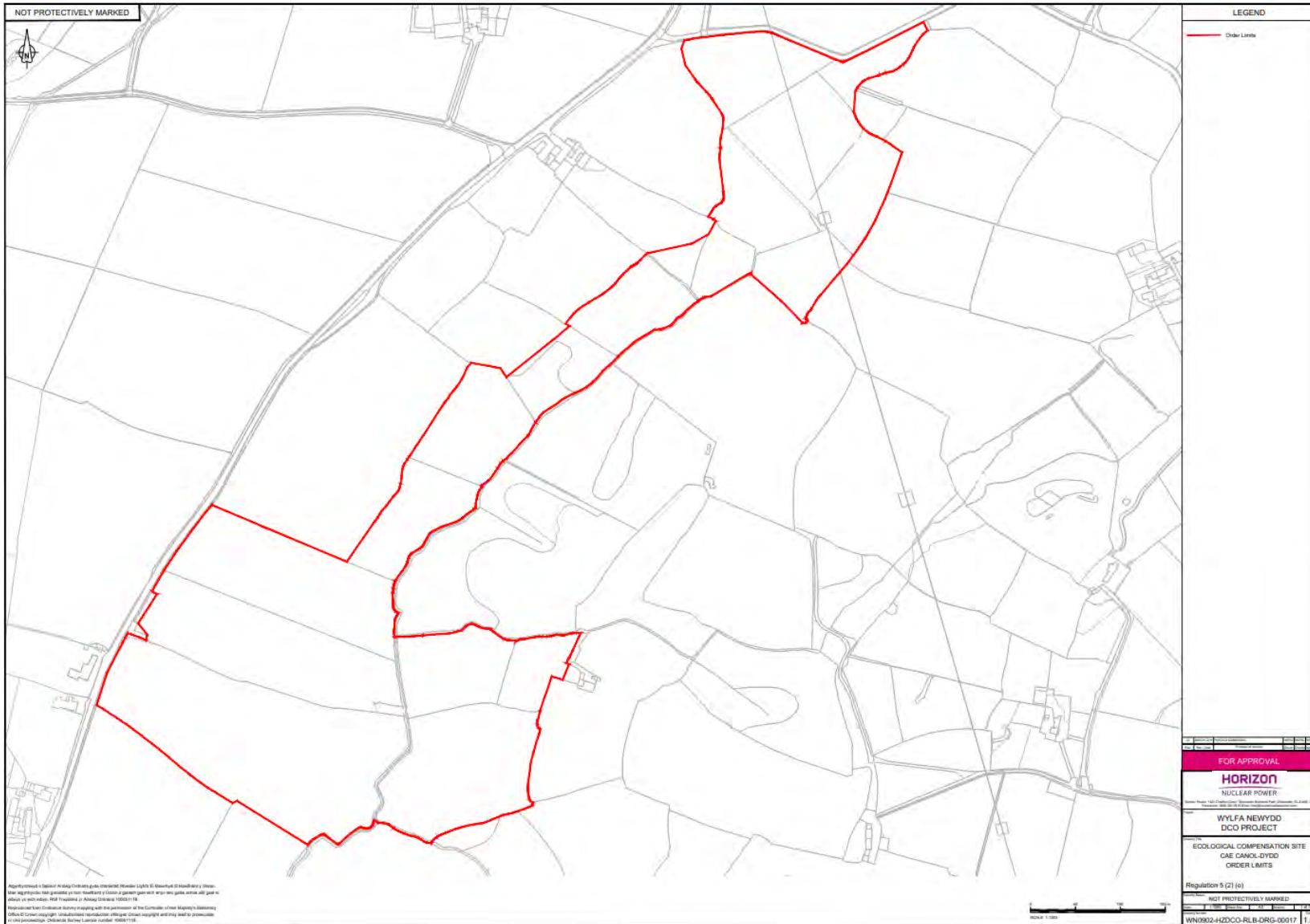
Plan 1H: A5025 Offline Highways Improvements (Cefn Coch)



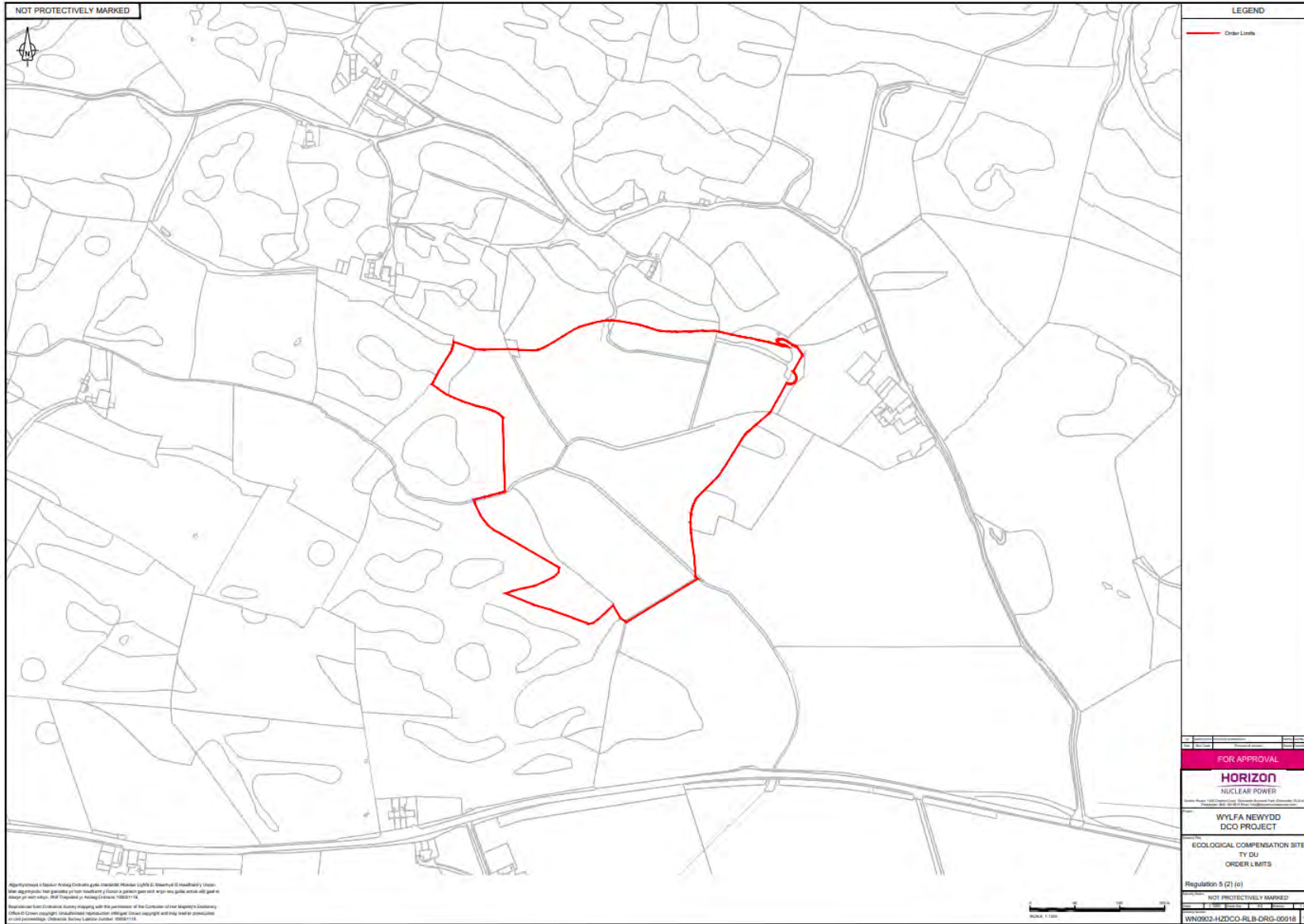
Plan 1I: Ecological Compensation Site at Cors Gwawr



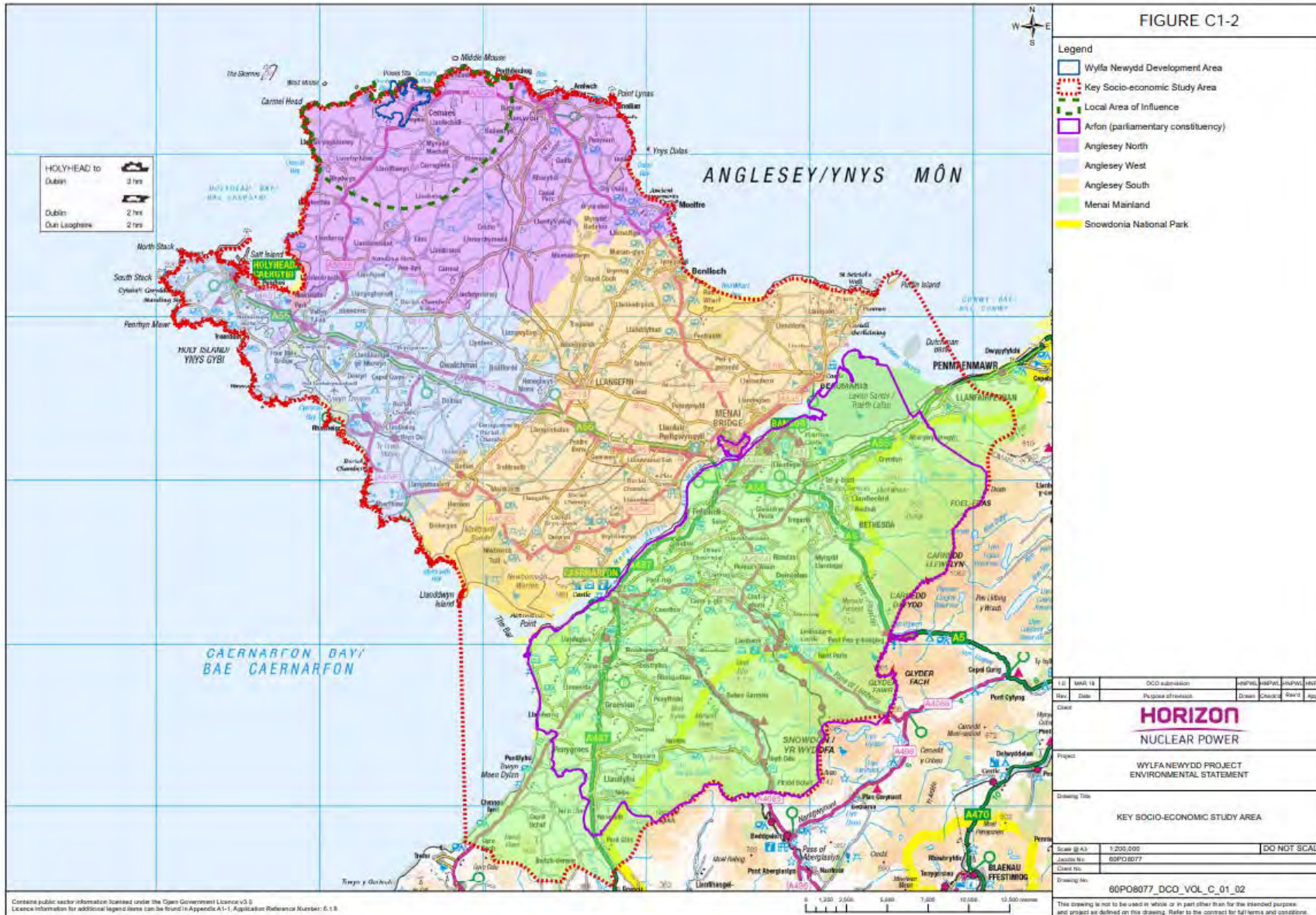
Plan 1J: Ecological Compensation Site at Cae Canol-dydd



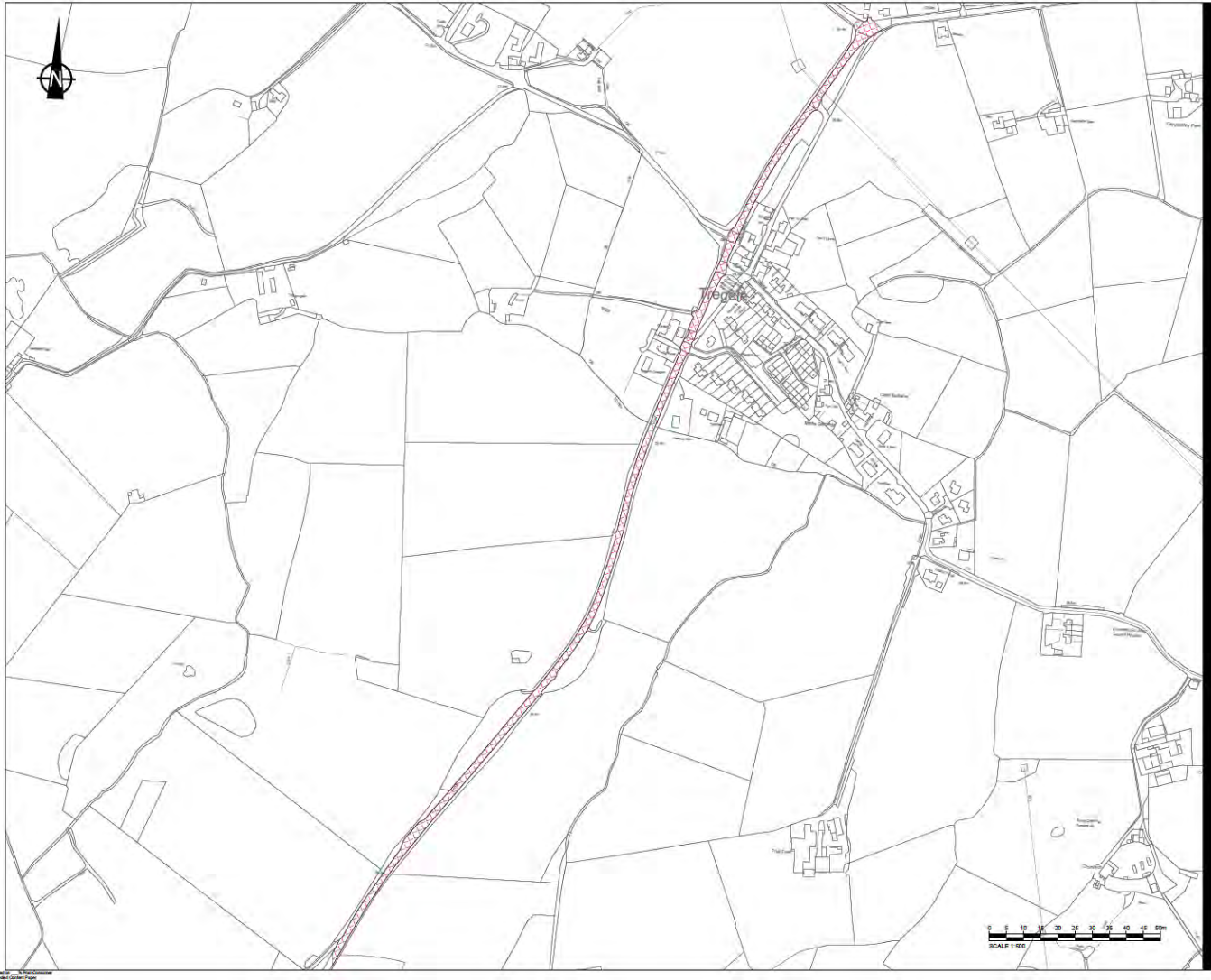
Plan 1K: Ecological Compensation Site at Tŷ Du



Plan 1L: Key Socio-Economic Area (KSA)



Plan 1M(a): Road Condition Survey Area - Power Station Access Road



AECOM

PROJECT
WVLF-A
A5025 HIGHWAY IMPROVEMENTS

CLIENT

HORIZON
NUCLEAR POWER

HORIZON NUCLEAR POWER
Sunrise House, 1425 Chatham Court,
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CONSULTANT
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Bridgewater House, Whitworth Street,
Manchester, M1 6LT
0161 907 3500 tel 0161 907 3599 fax
www.aecom.com

KEY
[Red outline symbol] SURVEYS REQUIRED WITH INOC

ISSUE/REVISION

PI	DATE	PROFIT ISSUE	DESCRIPTION

PROJECT NUMBER
47071078

SHEET TITLE
EXTENTS OF HIGHWAY CONDITION
SURVEYS - ACROSS BETWEEN EXISTING
MAGNOL JUNCTION AND PROPOSED
POWER STATION ACCESS ROAD
SHEET NUMBER
WN02 05-URS-00-SCH-050 P1

Plan 1M(b): Road Condition Survey Area – Dalar Hir junction 4



AECOM

PROJECT
WYLFA
A5025 HIGHWAY IMPROVEMENTS
CLIENT

HORIZON
NUCLEAR POWER

HORIZON NUCLEAR POWER
Sunrise House, 1420 Charlton Court,
Gloucester Business Park, Gloucester,
GL3 4NF | Tel: 0165 302 6916
www.horizonnuclearpower.com

CONSULTANT
AECOM Manchester
Bridgewater House, Whitworth Street,
Manchester, M1 5LT
0161 907 3500 tel 0161 907 3599 fax
www.aecom.com

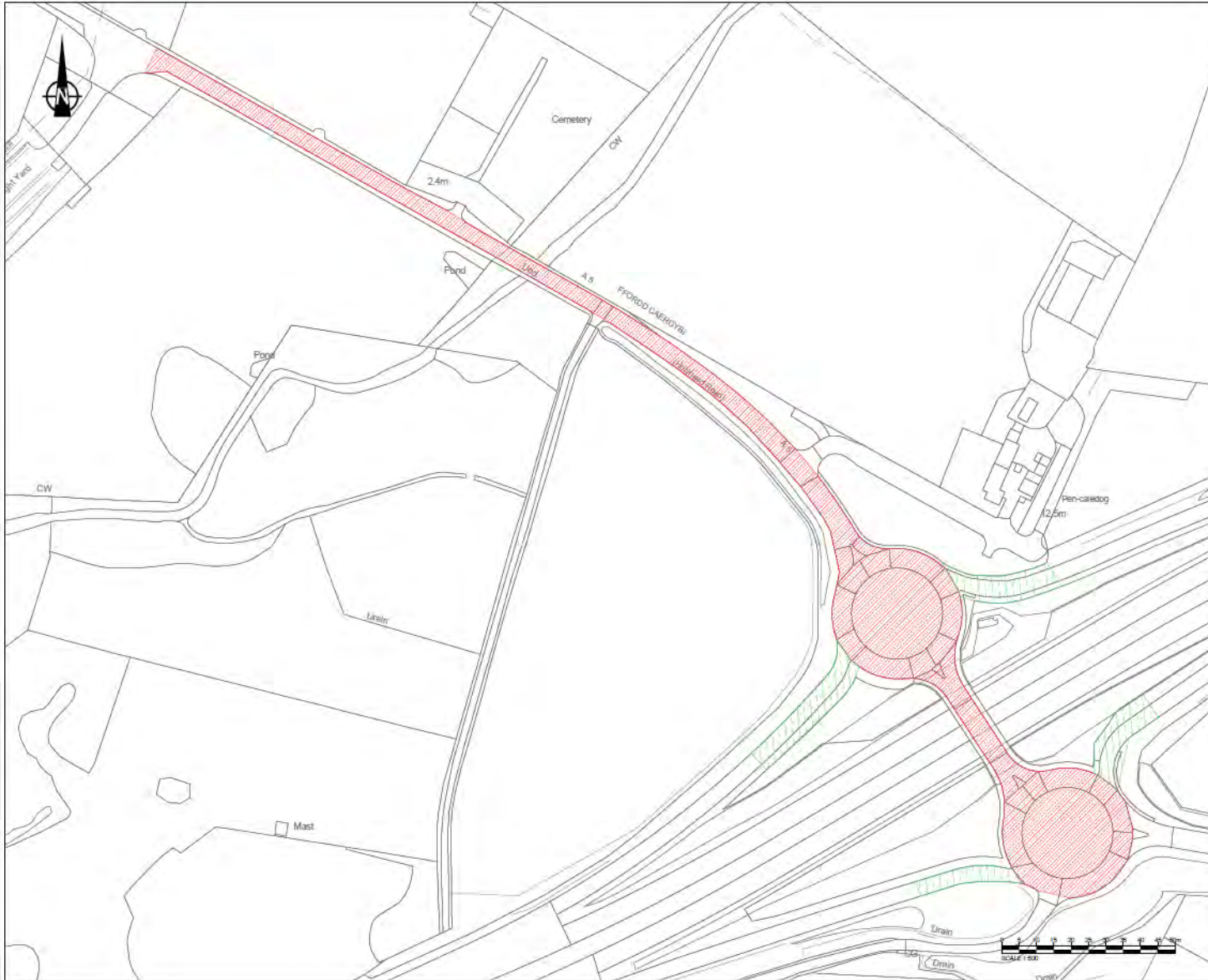
KEY
 SURVEYS REQUIRED WITH WQ2
 SURVEYS REQUIRED WITH IACC

ISSUE	REVISION
P2	06.04.19 SECOND ISSUE
P1	21.03.19 FIRST ISSUE
M1	DATE DESCRIPTION

PROJECT NUMBER
47071078
SHEET TITLE
EXTENTS OF HIGHWAY CONDITION
SURVEYS - DALAR HR JUNCTION

SHEET NUMBER
WN02.05-URS-00-SCH-056 P2

Plan 1M(c): Road Condition Survey Area – Valley Junction 3



AECOM

PROJECT
WYFA
A5025 HIGHWAY IMPROVEMENTS
CLIENT

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KEY
 SURVEYS REQUIRED WITH INC
 SURVEYS REQUIRED WITH ACC

ISSUE/REVISION

NO	DATE	DESCRIPTION
P2	28.04.18	SECOND ISSUE
P1	21.02.18	FIRST ISSUE
IR		

PROJECT NUMBER
47071078

SHEET TITLE
EXTENTS OF HIGHWAY CONDITION
SURVEYS - VALLEY JUNCTION

SHEET NUMBER
WN02.05-URS-00-024-055 P2

Plan 1M(d): Road Condition Survey Area – Parc Cybi junction 2



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A5025 HIGHWAY IMPROVEMENTS
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KEY
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ISSUE/REVISION

NO	DATE	DESCRIPTION
01	08/04/19	SECOND ISSUE
02	21/03/19	FIRST ISSUE
03		

PROJECT NUMBER
47071078

SHEET TITLE
EXTENTS OF HIGHWAY CONDITION
SURVEYS - LOGISTICS JUNCTION

SHEET NUMBER
WN02.05-URG-00-SCH-057 P2

Plan 1M(e): Road Condition Survey Area - Llanfachraeth




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A5025 HIGHWAY IMPROVEMENTS
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KEY
 SURVEYS REQUIRED WITH IADC

ISSUE/REVISION

PI	DATE	DESCRIPTION
PI	25.03.10	FIRST ISSUE
UR		

PROJECT NUMBER
47071078

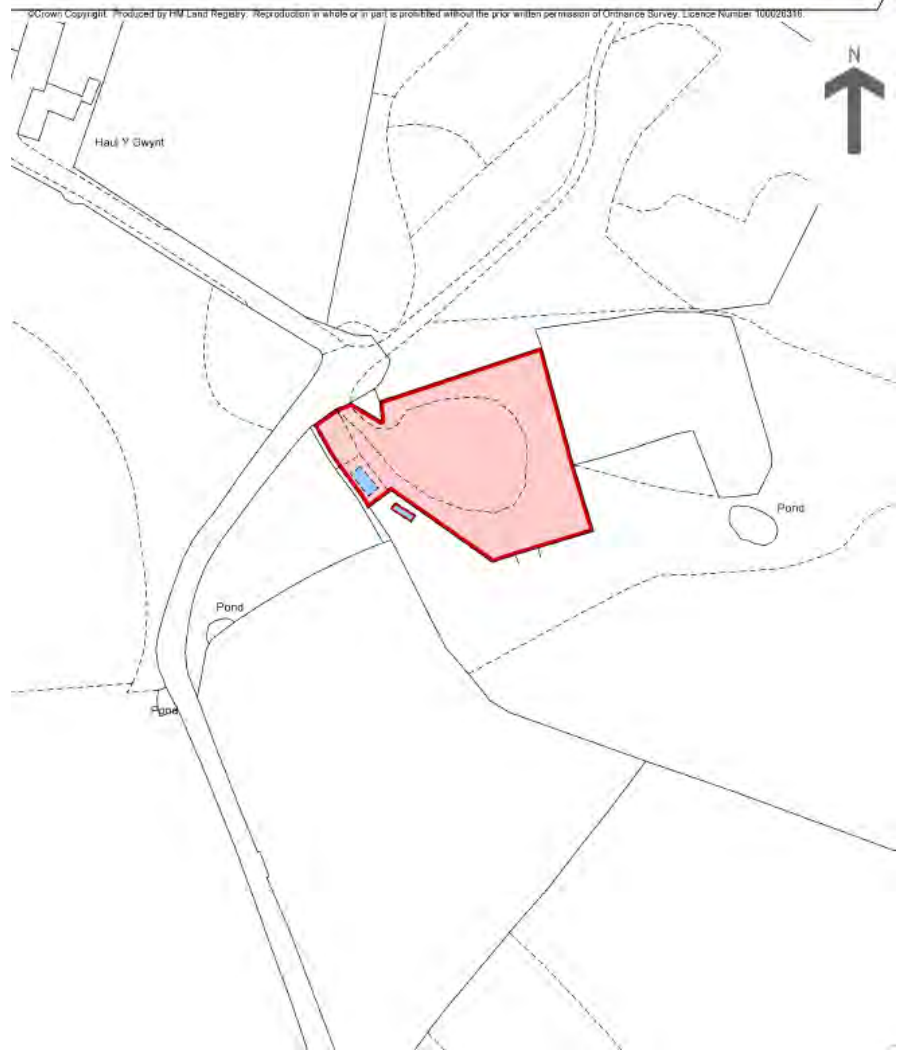
SHEET TITLE
EXTENTS OF HIGHWAY CONDITION
SURVEYS - LLANFACHRAETH

SHEET NUMBER
WN02.05-URS-00-SCH-058 P1

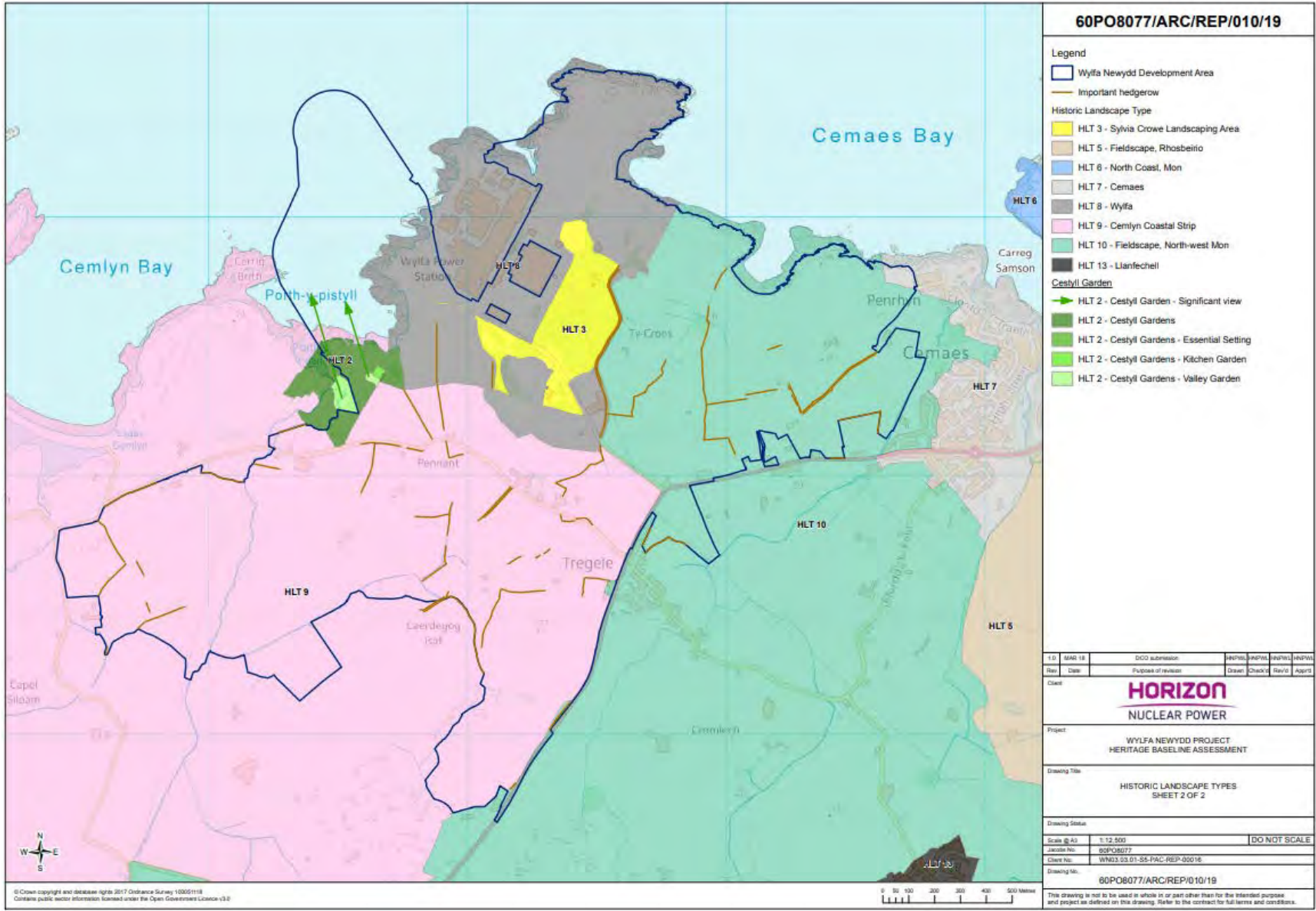
Plan 1N: Indicative Fisherman's Carpark Area

HM Land Registry
Official copy of
title plan

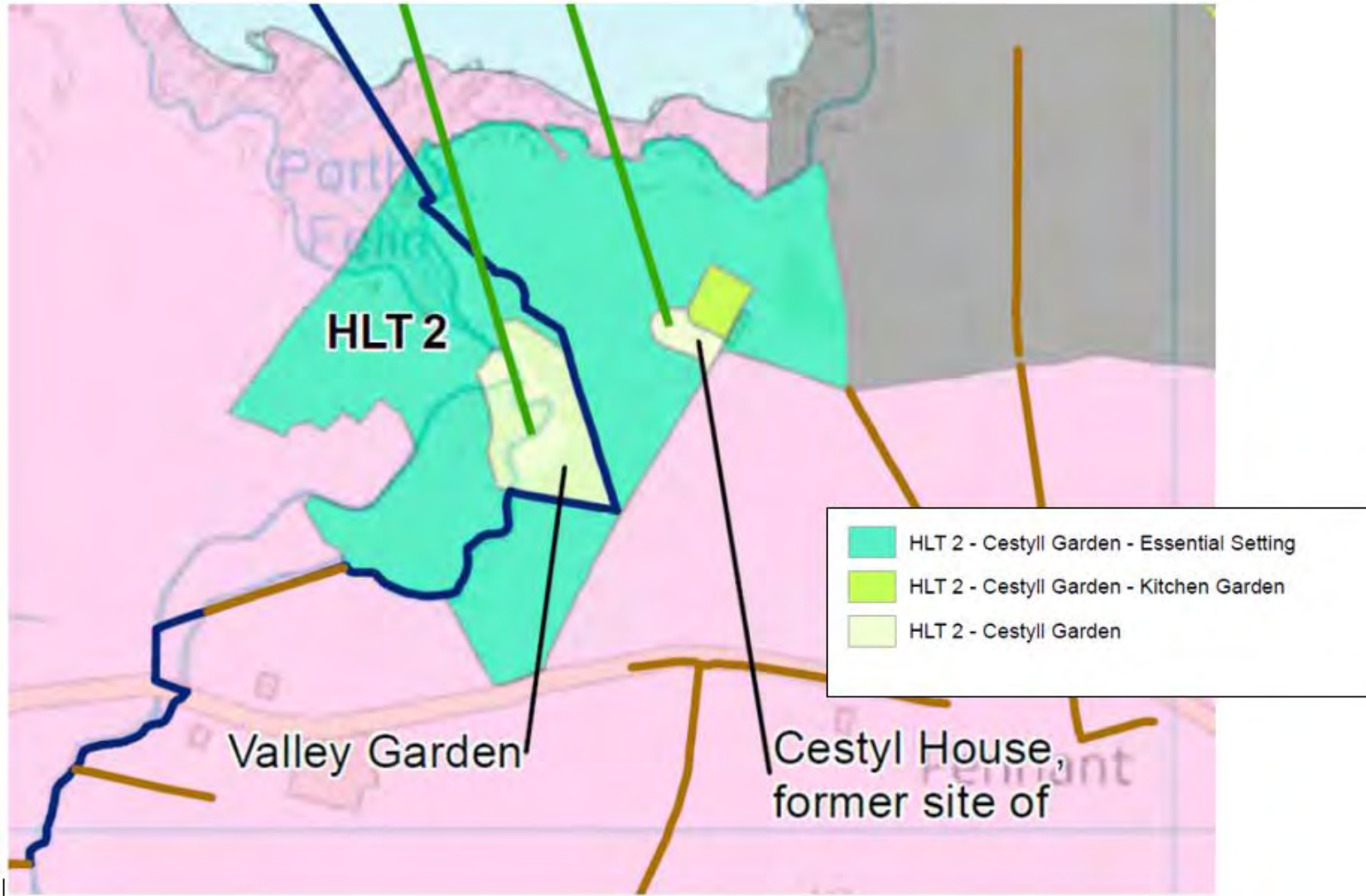
Title number **CYM470009**
Ordnance Survey map reference **SH3593NE**
Scale **1:1250 enlarged from 1:2500**
Administrative area **Isle of Anglesey / Ynys Môn**



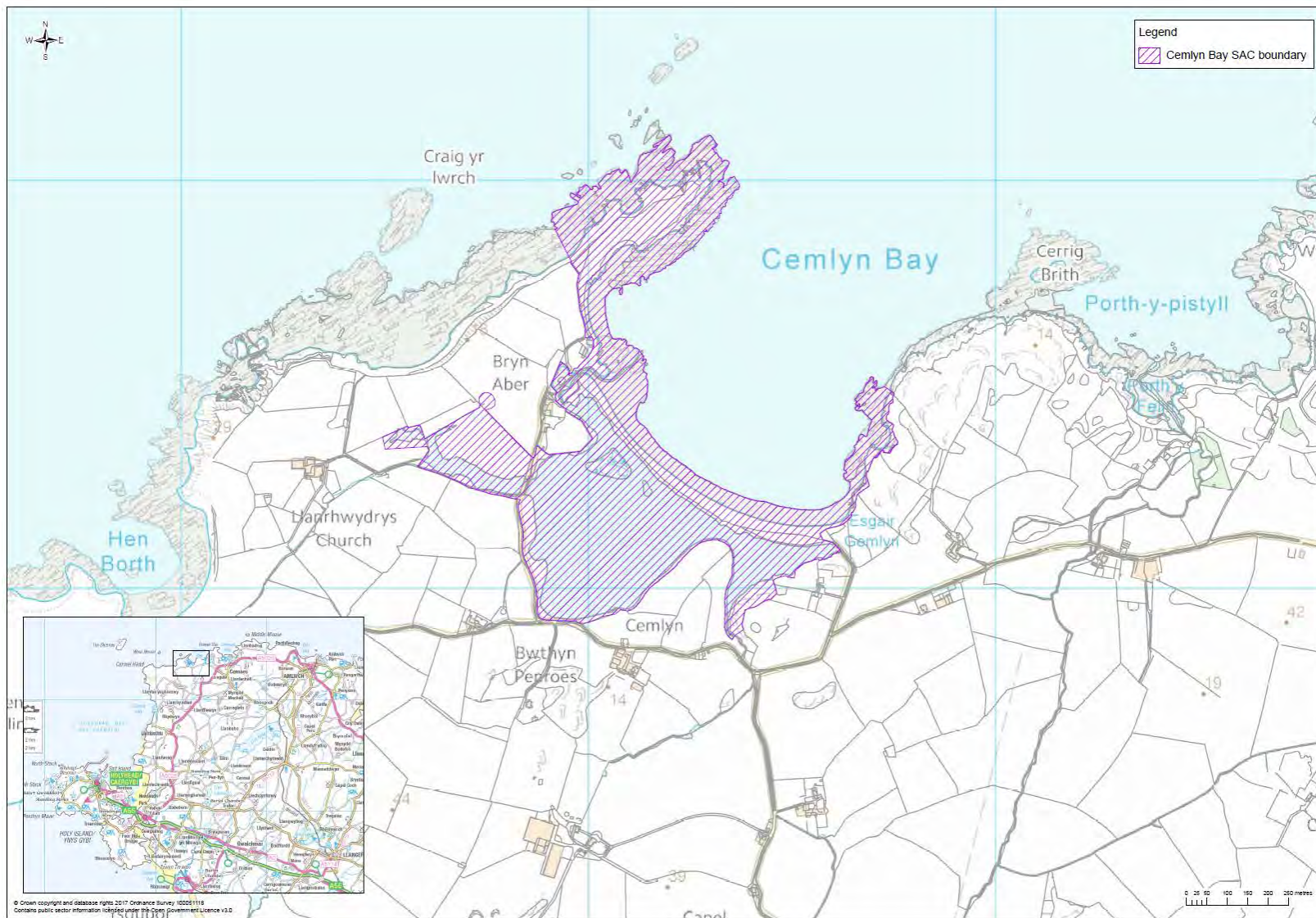
Plan 10(a): Cestyll Garden – wider context



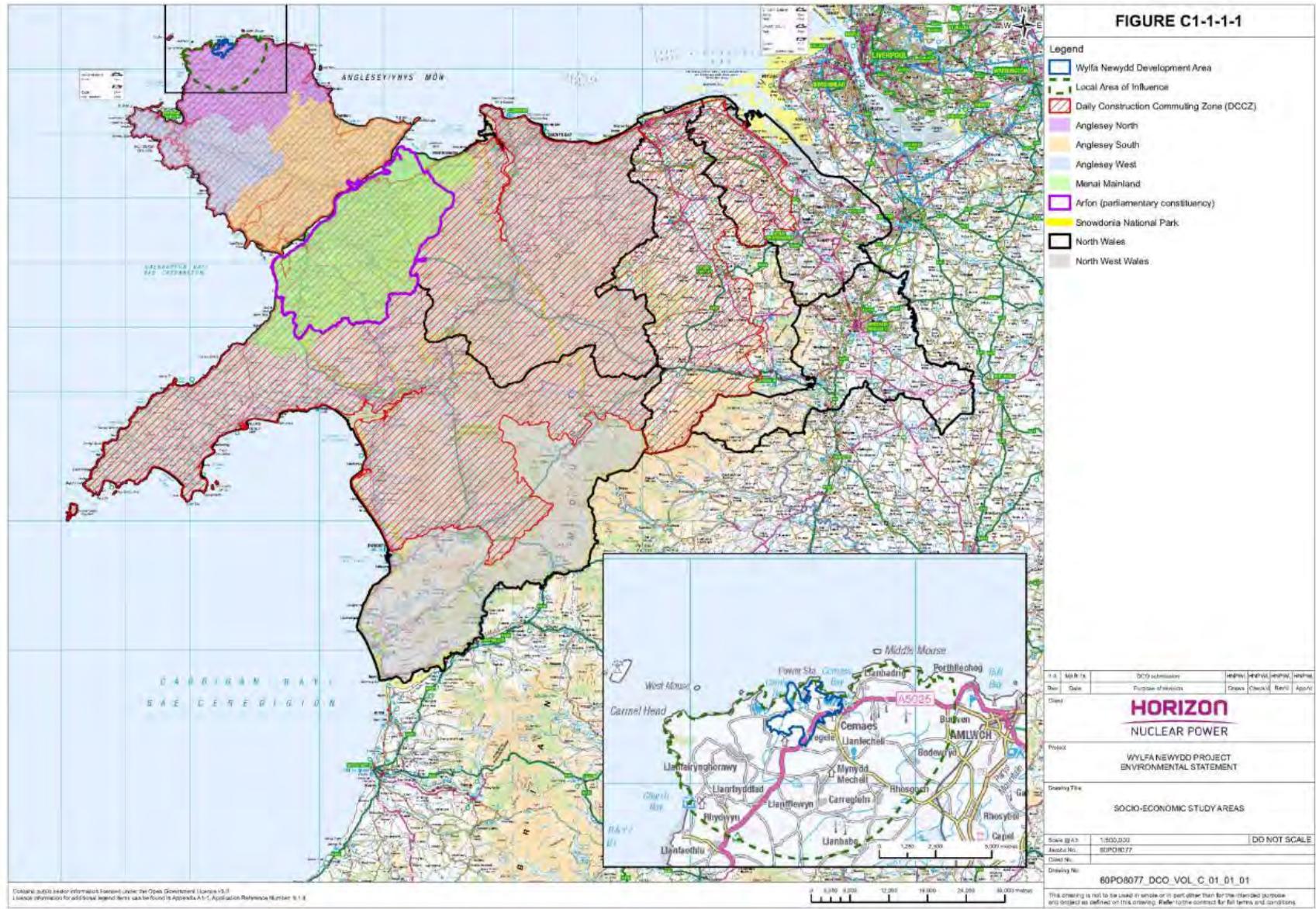
Plan 10(b): Cestyll Garden - closer view



Plan 1P: Cemlyn Bay



Plan 1Q: DCCZ



EXECUTED AS A DEED BY AFFIXING)
THE COMMON SEAL OF CYNGOR SIR YNYS MÔN/)
ISLE OF ANGLESEY COUNTY COUNCIL)
IN THE PRESENCE OF:)

Solicitor

EXECUTED as a **DEED** by)
)
as Authorised Signatory for **HORIZON**)
NUCLEAR POWER WYLFA LIMITED) Authorised Signatory
in the presence of:)

Witness:

Signature:
Name:
Address:
.....
Occupation: