

Rhif y Cais: **46C427K/TR/EIA/ECON** Application Number

Ymgeisydd Applicant

Land and Lakes (Anglesey) Ltd

Cais cynllunio hybrid sy'n cynnig:

Amlinellol gyda'r holl faterion wedi eu cadw'n ôl ac eithrio dull mynediad, ar gyfer :
Pentref Hamdden ym Mharc Arfordirol Penrhos, Ffordd Llundain, Caergybi yn cynnwys: Hyd at 500 o unedau hamdden newydd gan gynnwys porthdai a bythynnod newydd; Adeilad canolbwynt canolog newydd gan gynnwys derbynfa gyda chyfleusterau hamdden gan gynnwys parc dwr isdrofannol dan do, neuadd chwaraeon dan do, caffis, bariau, bwytai ac adwerthu; Adeilad canolog newydd ar gyfer Marchnad Ffermwyr; Adeilad hamdden a sba canolog newydd; Canolfan chwaraeon dwr a chaffi newydd ar safle'r hen Dy Cwch; Dymchwel y Baddondy ac adeiladu bwyty ar ei safle; Dymchwel adeiladau eraill gan gynnwys tair ysgubor amaethyddol a thair annedd; Darparu a chynnal 29 hectar o ardaloedd cyhoeddus gyda maes parcio i'r cyhoedd a gwelliannau i'r llwybr arfordirol gan gynnwys: Rhodfeydd a reolir o fewn 15 hectar i goetir, cadw a gwella Pwll Grace, Pwll Lili, Pwll Sgowtiaid gyda llwyfannau gweld, y Fynwent Anifeiliaid Anwes, y Gofeb, y Ty Pwmp a maes picnic gyda gorsafoedd bwydo adar a chuddfannau gwyllo adar, gydag arwyddion dehongli addysgiadol a dwyieithog trwy'r cyfan; Creu trywydd cerfluniau newydd trwy goetir a llwybrau pren a gwell cysylltiad gyda Llwybr yr Arfordir; Bydd y traeth yn parhau i fod yn hygyrch i'r cyhoedd gan ddarparu mynediad diogel i'r dwr bas; Canolfan Bwer a Gwres gyfun.

Tir yn Cae Glas - Codi llety a chyfleusterau pentref hamdden sydd wedi eu dylunio i'w defnyddio yn y lle cyntaf fel llety dros dro i weithwyr adeiladu ar gyfer Wylfa B ar dir Cae Glas, Parc Cybi, Caergybi yn cynnwys: Hyd at 315 o borthdai i'w hisrannu yn y lle cyntaf fel llety ar gyfer gweithwyr niwclear; Adeilad canolbwynt canolog gan gynnwys derbynfa a chantin ar gyfer y llety; Cyfleuster Parcio a Theithio gyda hyd at 700 o lecynnau parcio ceir; Gwesty newydd; Adeilad canolbwynt wrth ochr llyn yn cynnwys bwyty, caffi, adwerthu a bar; Cae pêl-droed glaswellt newydd a chae criced; a Canolfan Bwer a Gwres Gyfun. I'w haddasu wedyn (ar ôl adeiladu Wylfa B) i fod yn estyniad i Bentref Hamdden Parc Arfordirol Penrhos gan gynnwys: Porthdai ac adeiladau cyfleusterau wedi eu hadnewyddu i greu llety gwyliau o safon uchel (hyd at 315 o borthdai i deuluoedd); Canolfan Ymwelwyr a Gwarchodfa Natur sy'n caniatáu mynediad i'r cyhoedd dan reolaeth; a Canolfan Dreftadaeth gyda lle parcio i ymwelwyr.

Tir yn Kingsland - Codi datblygiad preswyl a ddyluniwyd i'w ddefnyddio yn y lle cyntaf fel llety i weithwyr adeiladu yn Kingsland, Ffordd Kingsland, Caergybi yn cynnwys: Hyd at 320 o dai newydd i'w defnyddio yn y lle cyntaf fel llety dros dro i weithwyr adeiladu. I'w haddasu wedyn (ar ôl adeiladu Wylfa B) i fod yn ddatblygiad preswyl a fyddai'n cynnwys: Hyd at 320 o anheddau mewn tirwedd o safon uchel a llecynnau agored. Bydd datblygiadau atodol ar gyfer pob cam o'r gwaith datblygu, gan gynnwys darpariaethau ar gyfer parcio, ardaloedd gwasanaeth, llecynnau agored a pheiriannau'gwaith.

Manylion llawn ar gyfer newid defnydd yr adeiladau Stad cyfredol ym Mharc Arfordirol Penrhos, Ffordd Llundain, Caergybi gan gynnwys newid defnydd: Twr y Beili ac adeiladau allanol yn Fferm Penrhos o dy clwb criced i fod yn ganolfan wybodaeth i ymwelwyr, bwyty, caffi, bariau ac adwerthu; Ysgubor y Fferm ac Adeiladau Trol o fod yn adeiladau fferm i fod yn ganolfan ar gyfer hurio beiciau ac offer chwaraeon; Y Twr o ddefnydd preswyl i fod yn llety i reolwyr a swyddfa atodol; a Ty Beddmanarch o annedd i fod yn ganolfan i ymwelwyr /

A hybrid planning application proposing:

Outline with all matters reserved except for means of access, for:

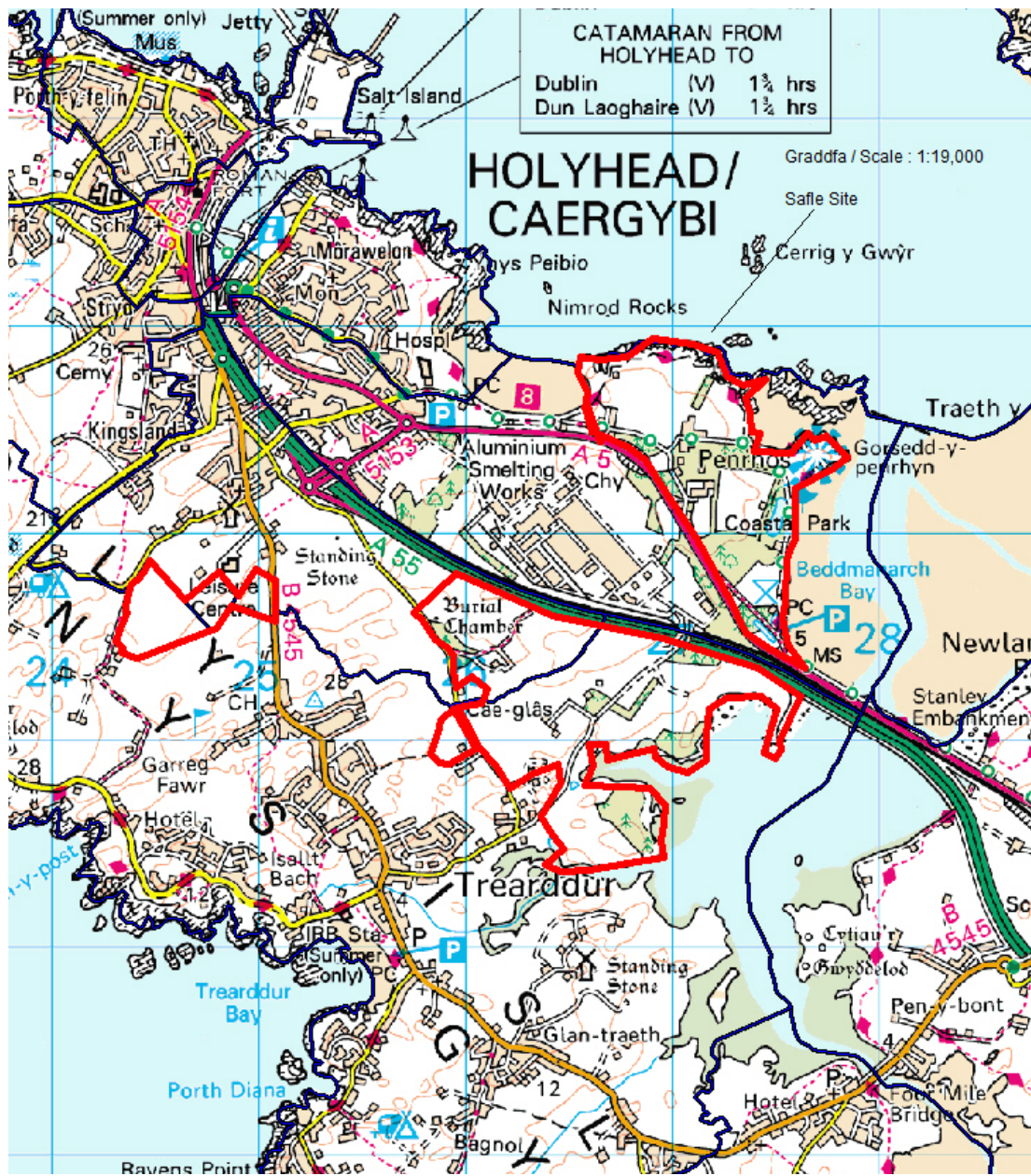
A leisure village at Penrhos Coastal Park, London Road, Holyhead comprising: up to 500 new leisure units including new lodges and cottages; Central new hub building comprising reception with leisure facilities including indoor sub-tropical water park, indoor sports hall, and cafes, bars, restaurants and retail; Central new Farmer's Market building; Central new spa and leisure building; A new café and watersports centre at the site of the former Boathouse; Demolition of the Bathing House and the construction of a restaurant at its former location; Demolition of other existing buildings including three agricultural barns and three residential dwellings; Providing and maintaining 29 hectares of publicly accessible areas with public car parking and enhancements to the Coastal Path, including: Managed walkways within 15 hectares of woodland, the retention and enhancement of Grace's pond, Lily Pond, Scout's pond with viewing platforms, the Pet Cemetery, War Memorial, the Pump House and picnic area with bird feeding stations and hides with educational and bilingual interpretation signage created throughout; Creation of a new woodland sculpture trail and boardwalks and enhanced connection to the Coastal Path; The beach will continue to be accessible to the public providing safe access to the shallow shelving water; A Combined Heat and Power Centre

Land at Cae Glas: The erection of leisure village accommodation and facilities which have been designed to be used initially as a temporary construction workers accommodation complex for Wylfa B at land at Cae Glas, Parc Cybi, Holyhead comprising: Up to 315 lodges which will be initially sub divided for nuclear workers accommodation; Central hub building providing reception and canteen ancillary to accommodation; A Park and Ride facility comprising up to 700 car parking spaces; A new hotel; A lakeside hub comprising restaurant, café, retail and bar; New grass football pitch and cricket pitch; and a Combined Heat and Power Centre. To be subsequently converted (post Wylfa B construction) into an extension to the Penrhos Coastal Park Leisure Village comprising: Refurbished lodges and facility buildings to create high quality holiday accommodation (up to 315 family lodges); A Visitor Centre and Nature Reserve allowing controlled public access; and Heritage Centre with visitor parking.

Land at Kingsland: The erection of a residential development which has been designed to be used initially as temporary construction workers accommodation at land at Kingsland, Kingsland Road, Holyhead comprising: Up to 320 new houses to be initially used as temporary construction workers accommodation. To be subsequently converted (post Wylfa B construction) into a residential development comprising: Up to 320 residential dwellings set in high quality landscaping and open spaces. Each phase of development will have ancillary development comprising car parking, servicing areas, open spaces and plant.

Full detail for the change of use of the existing Estate buildings at Penrhos Coastal Park, London Road, Holyhead including the change of use for: The Bailiffs Tower and outbuildings at Penrhos Home Farm from a cricket clubhouse to a visitors information centre, restaurant, café, bars and retail; Home Farm Barn and Cart Buildings from farm buildings to cycle and sports hire centre; The Tower from residential to a Managers accommodation and ancillary office; and Beddmanarch House from residential to a visitors centre.

Parc Arfordirol Penrhos \ Penrhos Coastal Park,Cae Glas a Kingsland,Caergybi \ Holyhead



CATAMARAN FROM HOLYHEAD TO		
Dublin	(V)	1 3/4 hrs
Dun Laoghaire	(V)	1 3/4 hrs

HOLYHEAD/ CAERGYBI

Graddfa / Scale : 1:19,000

Safle Site

Cerrig y Gwŷr

Ravens Point

Planning Committee: 29/07/2015

Report of Head of Planning Service

1. Recommendation:

Members are asked to note the obligations which will be secured under an agreement under section 106 of the Town and Country Planning Act 1990 which are in line with the heads of terms authorised by Committee on 6th November 2013 and which have been the subject of subsequent discussions following the 3rd June Committee. Members are asked to authorise the Head of Planning Service to finalise and thereafter complete the section 106 Agreement in accordance with the heads of terms below and thereafter issue the planning permission with the conditions previously approved including any additional or amended conditions considered appropriate.

2. Purpose of the Report & the Background

This report follows from the report presented to Members on 3rd June 2015 where it was resolved that the terms of the section 106 Agreement related to the Land and Lakes proposals were to be brought back to this Committee prior to completion of the Agreement. There are still a small number of issues to be finalised before the Agreement can be completed, however we now have more detail in relation to each area of provision. We also fed back concerns to the developer following the last Committee meeting which has resulted in some areas being revisited, including the key concern of ensuring that sufficient safeguards are put in place to only allow development of the legacy uses if the site is first used as accommodation for nuclear workers. Given where we are with these issues, and the fact that Committee wanted to ensure it was kept apprised of progress, it is considered that a report is now appropriate.

Members will recall at the last Committee meeting that a table was set out summarising each Head of Term and the position discussions had reached. A verbal update was given at the Committee with specific contributions/provision highlighted. The same format has been adopted for this report although more detail is now included given that matters have progressed and resolved since the last committee meeting.

3. Section 106 Agreement

Number/Area of Heads of Terms	Description of Heads of Terms	Position agreed for section 106 Agreement
1. Education	Provision of or financial contributions towards any additional demand identified following assessment of school places created by the Kingsland housing legacy development. Demand to be assessed prior to implementation of the relevant phase and provision/contribution calculated against an agreed formula.	A maximum contribution will be secured based on an agreed formula. Discussions between the Council and the developer are taking place to agree the level of the contribution. It has been agreed that a contribution will, subject to assessment of need for school places at the time of delivery of the houses at Kingsland, be paid towards primary and secondary education and will be paid in instalments on occupation of the housing. The payments will be applied to create additional capacity and it will also be related to school catchment areas. Discussions are ongoing

		on whether a contribution should properly be secured in relation to pre-school provision. The contribution will also cover placements at Welsh Language Centres.
2. Medical Care	Financial contribution towards any additional demand identified following assessment for medical care or services created by the nuclear worker accommodation or Kingsland housing developments, such as GPs and dentists. Demand to be assessed prior to implementation of the relevant phase and provision/contribution calculated against an agreed formula.	A maximum financial capital contribution is proposed of £600,000 towards accommodation needed to meet the demand for additional GP services and £178,000 for the demand on dentists (the actual sum payable calculated by reference to the number of nuclear worker bed spaces provided by the development). This sum to be applied towards improvements in the area. There is currently no revenue contribution proposed to cover the costs for health services. The health board is currently considering whether such a contribution should properly be requested and, if so, what the level of that contribution should be. Discussions are ongoing with the health board in this respect
3. Leisure	Provision of or financial contributions towards any additional demand identified for publically accessible fitness and sports facilities either off site or within the development. The amount and timing of such provision/contributions to be assessed prior to implementation of the relevant phase and calculated against an agreed formula.	<p>A capital contribution of £45,583 to be paid during the construction phase of Cae Glas and Kingsland towards existing sports & swimming provision to meet the impact of the construction workforce together with a revenue contribution of £21,082 per year for the duration of the build. This is based on a construction workforce of 247 for Cae Glas and Kingsland Phase 1.</p> <p>As part of that construction a 690 square metre sports centre will be provided on Cae Glas (to meet the needs for 3,500 workers) together with outdoor sports pitches. These will be for use by the nuclear workers. If no such provision is made, a significant capital contribution £1,094,070 shall be payable in lieu and an annual revenue contribution £296,950 is to be paid towards existing sports facilities for the duration of the use by nuclear workers. If a smaller facility is provided then a sum representing the shortfall of provision will be payable. If no sports pitches are provided an additional contribution of £493,443 is to be paid.</p>
4. Swimming	A contribution if required towards improvements to off-site swimming facilities or a contribution towards existing facilities to accommodate any additional demand created by the Cae Glas workers accommodation and	During the construction phase, £38,683 is to be paid as a capital contribution and £11,721 paid as an annual revenue contribution. This is based on a construction workforce of 247 for Cae Glas and Kingsland Phase 1.

	Kingsland. The demand to be assessed prior to implementation of the relevant phase and the amount of contributions to be calculated against an agreed formula.	A capital contribution of £548,141 (as a fixed sum) and an annual revenue contribution based on 3,500 nuclear workers of £162,562 is to be paid during the nuclear worker phase.
5. Library	A financial contribution, if required following assessment, towards increasing the capacity of existing library facilities in the impact area, particularly to account for the demands from the nuclear worker accommodation and Kingsland housing development and calculated against an agreed formula.	A maximum financial contribution of £400,000 towards the demand for additional library services created by the nuclear worker accommodation (the actual sum payable calculated by reference to the number of nuclear worker bed spaces provided by the development). This sum to be applied as a capital or revenue contribution by the Council.
6. Police	Provision/financial contributions towards any additional demand/impacts identified on the Police from the nuclear workers accommodation or other phases of development. The amount and timing of such provision/contributions to be assessed prior to implementation of the relevant phase.	Maximum contribution of £2,759,882 with a maximum contingency of £689,971 (based on an agreed formula) to meet the needs of 3,500 nuclear workers (the actual sum payable calculated by reference to the number of nuclear worker bedspaces provided by the development and the period of occupation).
7. Ambulance/Fire	Provision/financial contributions towards any additional demand/impacts identified on the Ambulance Service/Fire service from the nuclear workers accommodation. The amount and timing of such provision/contributions to be assessed prior to implementation of the relevant phase.	Discussions have taken place with the Ambulance and Fire Service who will be providing the level of provision needed to address the nuclear worker impact. Any update in this area will be provided at committee.
8 Child social services	Provision/financial contributions towards any additional demand identified for child social services created by the nuclear accommodation at Cae Glas and Kingsland. The amount and timing of such provision/contributions to be assessed prior to implementation of the relevant phase and calculated against and agreed formula.	Following an assessment of need, a child social services officer (at £56 - 58,000 per annum – Consultant Social Worker) will be funded for a five year period in relation to nuclear worker impact. This will commence within twelve months prior to the first occupation of the development by nuclear workers. Six months prior to expiry of the five year annual contribution period, the Council shall carry out a review of the continuing need for such an officer. If such need exists, the role shall be extended (and funded) for up to five more years. A code of practice also needs to be prepared by the developer in conjunction with the Council's social services department, which the developer needs to implement. This needs to include measures such as preventative safeguarding practice, integrating nuclear workers into the local

		community including communication between the workers and community to promote the protection of vulnerable adults.
9. Parking and public access	The provision of free parking and public access in Penrhos as outlined on the application, subsidised access to Cae Glas and free access to Kingsland. The visitor centre at Penrhos to be open to the public free of charge. Space to be provided in the visitor centre for the council to use as a visitor learning facility to further the conservation and enhancement of the AONB. Toilets at Penrhos to be maintained until the toilets are relocated to the visitor centre. Provision of open space and play equipment (and its maintenance) in relation to the Kingsland residential use.	The agreement will define the areas of minimum public access with precise requirements to be subject to an access plan. Appropriate use of space within the visitor centre is to be agreed. Open space and play equipment is to be provided at Kingsland and maintained by land and lakes. Toilets at Penrhos will be maintained and kept open for public use until the visitor centre toilets are available.
10. Open space and play areas	Relocation of the cricket pitch and football ground at Penrhos to Cae Glas. Obligations to cover the timing, specification, management, access and parking arrangements and the use of the facilities.	Relocation of the existing cricket and football pitches is to take place prior to any development taking place which affects the existing pitches. The new pitches are to be maintained by the developer and made available for use by existing sports clubs who are able to lease the facilities.
11. Permissive path	Permissive path along coastal edge of Penrhos within application site to be dedicated as public right of way and maintained by applicant. Sustrans 8 cycle route/public footpath 38 to be rerouted to ensure continual access provided.	The permissive coastal path is to be dedicated as a public right of way. In the event that Sustrans 8 or footpath 38 needs to be diverted as a result of the development, there is an obligation to do that.
12. Leisure facilities to be open to the public	Leisure facilities at Penrhos to be open to the public on a Community Access Programme with hourly/daily and seasonal tariffs to be agreed with the applicant.	Local access obligations will be contained in the Agreement. A scheme to be agreed for reasonable and subsidised access. Specific requirements in relation to disadvantaged groups and areas.
13. Compensatory habitat	Compensatory habitat and species enhancement areas and measures, monitoring and future management including ensuring appropriate funding is in place.	A nature reserve at Cae Glas needs to be provided as a replacement for land lost at Penrhos. Provisions have been agreed for identifying compensatory habitat and species enhancement areas. Restoration works are to be agreed and carried out. An ecological compliance audit needs to be undertaken together with ecological surveys and monitoring. There are also obligations on nature conservation generally including safeguarding existing grassland and heathland,

		<p>providing managed open space and green linkages. The various areas can be transferred to a management company. There are obligations in relation to funding and bonding. A scheme in relation to protection/management of the SSSI needs to be agreed and implemented. A warden needs to be appointed to ensure compliance with various obligations and who needs to report to and work with the Council in this regard. The above provisions have been worked up in association with NRW .</p>
14. Construction worker restrictions	<p>Restriction on the construction worker accommodation at Cae Glas and Kingsland to ensure that they are not occupied by families and that all facilities are to be provided centrally.</p>	<p>This restriction is agreed. See below for details.</p>
15. Holiday use restriction	<p>Restriction of the accommodation at Penrhos and the legacy accommodation at Cae Glas to holiday use only.</p>	<p>This restriction is agreed. See below for details.</p>
16. Green Travel Plan	<p>Green Travel Plan/TIS to be required to include provision of a shuttle bus link to Holyhead town centre and key tourist nodes. Travel plan to relate to temporary and legacy uses, including general public use of Penrhos, including shuttle bus/coach parking and turning. Provisions to monitor the operation of the GTP/TIS and to contain appropriate remedies for non-compliance (financial or other requirements as appropriate)</p>	<p>Travel plans need to be submitted detailing the measures to be provided by the developer to encourage employees, tourists and nuclear workers etc.x to adopt and utilise environmentally friendly forms of travel. They shall contain travel reduction targets which will result in financial penalties if not met. The details of a shuttle bus link between Holyhead town centre and Kingsland and London Road wards needs to be agreed with the Council. The developer will need to fund this link or pay the annual public transport contribution in 17 below.</p>
17. Public Transport	<p>Provision of passing places on Lon Trefignath on highway land/land in control of applicant. Provision of bus stop facilities. Applicant to enter into section 278 Agreement to deliver these.</p>	<p>Passing places at Lon Trefignath are to be provided by condition. Bus stop facilities are to be provided as part of the Travel Plan. Public transport contribution of £200,000 together with annual contribution thereafter of £200,000 for the duration of occupation by nuclear worker unless this is otherwise satisfied by operators provision of bus service funded by the developer.</p>
18. Local employment	<p>Provisions in relation to local employment and supply chain including providing and implementing a local employment and training plan covering local recruitment and training, providing a local sourcing strategy to establish a</p>	<p>Apprenticeships need to be provided during the leisure phases of development (5% of construction workers will be apprentices and 2% of operational workers). There are requirements in relation to the provision of work placements. A target of 35% local labour during the construction phase and</p>

	commitment to work with local businesses and financial contribution towards the funding of apprentices during construction and operation.	80% in relation to the operational leisure phase. There is the requirement for a local sourcing and materials strategy to be agreed and implemented. A Local Employment & Supply Chain officer will also be funded for an 18 month period (at £45,000 per annum).
19. TPOs	Payment of Council's reasonable costs in relation to making new TPOs within the application site.	Payment of any new TPOs is required. There is also a requirement to meet the monitoring and maintenance costs for the nature reserve and other planted areas.
20. Community liaison group	Creation of a liaison group to engage with the community and to input into aspects of the development affecting the community, such as the publically accessible areas.	A liaison group is to be established with membership requirements and terms of reference to be agreed. It is currently envisaged that the representatives IACC, Community First and Community Councils.
21. Affordable housing	Affordable housing provision on Kingsland to be 50%. Mix and tenure to be assessed at time of provision.	The developer must provide 50% of the housing at Kingsland as affordable housing (which will be market dwellings discounted by 30% of their open market value). These dwellings will be discounted in perpetuity. The affordable housing is to be provided to people in housing need with a local connection. Alternatively the developer can elect to pay a commuted sum to the Council in lieu representing the equivalent of the 30% reduction.
22. Sustainable Commitments	Housing of Kingsland to achieve Code for Sustainable Homes Level 4. BREEAM Excellent to be achieved on non-residential buildings. Holiday lodges to comprise buildings and achieve a minimum of Sustainable Homes Level 3. 10% of energy levels needs of development to be provided on site and 10% target reduction in CO2 emissions.	All non-residential buildings are to achieve BREEAM standard excellent, the nuclear worker accommodation at Kingsland and, subsequently, the dwellings on Kingsland shall achieve Code 4 of the Code for Sustainable Homes and the holiday lodges at Cae Glas and Penrhos shall achieve Code level 3. However, the developer can opt out of these commitments and instead submit an environmental sustainability scheme to the Council for written approval which will contain the measures the developer intends to implement to improve biodiversity, improve energy efficiency, use sustainable materials, achieve the sustainable use of water, achieve a sustainable approach to waste management, climate reduction and the use of sustainable building standards. All measures are subject to independent assessment and remedial action if necessary. At least 10% of the development's energy needs must be provided by on-site renewable energy resources. Carbon emissions must also be demonstrably less (by 10%)

		than a development of a similar size.
23. Conservation Management	Establishment of a conservation management board for considering and implementing the conservation management plan.	A wildlife conservation management board is to be set up. This is to oversee the implementation of the nature reserve delivery and management plan
24. Restriction on development of phases	Restriction on leisure development as Cae Glas and Housing at Kingsland to only proceed if the sites are first used for providing construction worker accommodation in connection with Wylfa B.	This restriction is agreed. See below for details.
25. Obligations re sharing facilities	Restrictions to ensure linkage between Penrhos and Cae Glas in terms of sharing facilities. Similar linkage between Cae Glas and Kingsland for worker accommodation facilities.	This restriction is agreed. See below for details.
26. Conversion of nuclear worker accommodation to legacy uses	Provisions to ensure that following cessation of worker accommodation uses at Cae Glas and Kingsland, the sites are converted to the legacy leisure and housing developments respectively or restored to former condition. Financial contribution to be provided per property per annum to provide a fund to ensure appropriate refurbishment of the buildings takes place to allow the legacy uses.	This restriction is agreed. See below for details. This is based on £25,000 per property to be paid annually during the occupation of the development to provide a maximum fund of up to a maximum of £15,875,000
27. Welsh language communications	Provision of dual language signage and visitor information boards throughout the development for both public and private areas at Penrhos. Welsh language training to be made available to employees. Kingsland to provide dual language street names. Measures to attract Welsh speaking employees to the leisure developments.	There are obligations to provide Welsh only road names. Visitor information shall be in both Welsh and English. A contribution of £60,000 per year during occupation of the development by nuclear workers for a maximum of 10 years shall be paid towards the promotion of Welsh language and £10,000 per year during the tourism phase for a maximum of 5 years. The monies are to be allocated towards measures in the area of Ynys Cybi. There is also a requirement to submit a Welsh language scheme for the Council's approval which will contain a number of commitments/measures designed to protect and enhance the Welsh language. The linguistic ability of candidate employees to the leisure use shall be taken into account so far as the developer is able.
28. General Provisions	General provisions to be included such as meeting the Council's costs in drafting	The Agreement is conditional on the planning permission being implemented. There will be a

	and negotiating the Agreement, monitoring costs provision, service of notices, carrying out of assessments as required to the satisfaction of the LPA, etc.	requirement to provide bonds in relation to the various requirements within the Agreement to help ensure delivery. These bonds are to be provided at specific points in the Agreement related to the timing of payments. All contributions are to be Indexed (to the Retail Price Index unless specified otherwise). A contribution is payable towards fees incurred by the Council in monitoring compliance with the Agreement. Standard provisions are included in relation to binding successors in title, release of liability when the land is sold and mortgagee protection clauses. The legal fees in drafting and negotiating the Agreement are payable by the developer.
29. Tourism obligations	Provisions in relation to the tourism proposals to require suitable collaboration to be undertaken and initiatives put in place to ensure the development is integrated with Anglesey's tourism industry. This will include requirements to consult relevant stakeholders, undertake marketing initiatives, ensure facilities are provided at Penrhos to accommodate local businesses to ensure tourism in the area is promoted and protected from the impacts of the development and to ensure appropriate provision/funding is available to facilitate the above and monitor impacts.	A maximum financial contribution is proposed of £700,000 towards mitigation of any adverse impacts on Anglesey's tourism industry from the accommodation of nuclear workers. The actual sum payable is calculated by reference to the number of nuclear worker bed spaces provided by the development. This sum is lower than might be appropriate in relation to other developments as it is a self-contained development which isn't considered to have the same impact on tourism as other developments might. There is also a sum of £100,000 payable towards the provision of minor infrastructure works designed to integrate the leisure development into Holyhead. A tourism marketing contribution of £75,000 is payable in relation to general promotion of tourism and marketing within the areas and a tourism officer at £45,000 per annum is to be funded for a 3 year period.
30. Highway works	Highway works/financial contributions, if required following a cumulative assessment of the development with other relevant major developments to mitigate any impacts identified on the highway from the nuclear works accommodation. Such assessment to take place prior to occupation of the works accommodation development.	A traffic assessment is to be undertaken to identify capacity issues and cumulative impacts of other major developments. If the assessment identifies the need for highway works to junction 2 of the A55, a mitigation contribution needs to be paid to the council. Monitoring equipment is to be installed in order to carry out an assessment of trip rates. If trip rates exceed a certain threshold, a highways mitigation contribution is to be paid to the Council. If any traffic regulation orders are required in connection with the development, the developer will fund those.
31. Archaeological	Provisions to ensure that suitable archaeological investigation in relation to	A standard archaeological condition is to be placed on the permission. The Agreement will contain

Investigations	all three sites has been undertaken and appropriate measures undertaken to preserve and/or record as appropriate.	obligations in relation to access and interpretation facilities to the Scheduled Ancient Monument. There will also be a requirement to incorporate details of any findings in an appropriate manner at the Heritage Interpretation Centre in accord with Gwynedd Archaeological Planning Service requirements.
32. Urban Woodland	Provision of an urban woodland on Kingsland (landscape buffer and public access).	Areas of Urban Forest and Urban Woodland will be subject to submission to and approval of the Council. The Urban Forest will be provided with public access and visitor parking. The Urban Woodland will be integrated within the development area

At the meeting of 3rd June, Members made it clear that they wanted to be sure sufficient safeguards were put in place in relation to development of the sites the subject of the application, in line with the heads of terms. Set out below is specific detail in relation to the various restrictions proposed in the legal agreement:

1.1 The nuclear worker accommodation at Cae Glas and Kingsland must only be used as accommodation for nuclear workers. This restriction is to remain in place during the period within which Wylfa Newydd is being constructed save for a transitional period at the end of that occupation.

1.2 Families and friends of nuclear workers are not permitted to occupy the nuclear worker accommodation. No visits are permitted at the facilities unless it is in connection with an emergency event (e.g. a nuclear worker falls ill and cannot move from the facility) or in relation to the dropping off and picking up of the nuclear worker.

1.3 Penrhos and Cae Glas Phase 2, shall only be used for the purpose of providing holiday accommodation and shall be occupied as such. A written record of occupation shall be kept and made available to the Council on request.

1.4 Each building to be constructed on Penrhos and Cae Glas (phase II) shall be used only as part of (and ancillary to) the principal use of the site as a leisure village

1.5 There shall be no more than 1,500 nuclear workers at Kingsland and no more than 3, 500 Nuclear Workers shall occupy the development in total.

2. Provision of facilities

2.1 The main facilities (ie the Cae Glas hub building and sports bar) shall be provided at Cae Glas prior to any occupation by nuclear workers. Kingsland shall be ancillary to Cae Glas and shall not itself have any central facilities. In this regard the facilities for each worker unit at Kingsland shall not include kitchen facilities.

2.2 The Cae Glas central hub must be established before occupation of any nuclear worker units at Kingsland. No more than 50% of the units at Kingsland can be occupied unless and until at least 50% of the units at Cae Glas are occupied.

3. Restrictions on implementation

3.1 There is no restriction on implementation at Penrhos (i.e. it can proceed whether or not nuclear worker accommodation is provided at Cae Glas or Kingsland), provided all central facilities are provided.

3.2 Neither Cae Glas nor Kingsland can be turned into holiday accommodation or housing respectively unless they are first used as accommodation for nuclear workers. In this regard it is a requirement that a contract is entered into between the developer and the promoter of Wylfa Newydd (HNP) for provision and use of such accommodation. That contract will need to be disclosed to the Council (subject to any necessary and reasonable redactions) to provide evidence of that arrangement. In order to qualify as a legacy unit (ie in order for a nuclear worker unit to be able to be turned into holiday lodge or a house) a unit must be occupied by at least 2 nuclear workers for at least a 2 year period. It is only those units which fulfil these criteria that are able to be utilised as a legacy unit once the site is no longer used to provide nuclear worker accommodation. There will be a requirement in the Agreement which prohibits development of the remaining units or associated facilities if those buildings were not first constructed and used by nuclear workers. If the units don't fulfil the above criteria they will need to be demolished once use of the site for nuclear worker accommodation has ceased and the land will need to be reinstated. The only exception to this is if a contract is signed and HNP (or a successor developer) announces that the Wylfa Newydd project is no longer to proceed in the foreseeable future and evidence is produced that the project is not proceeding. If the contract is terminated for any other reason prior to the above conditions being met, the units cannot be converted to legacy units.

3.3. Before the Cae Glas development can be turned from nuclear worker accommodation to holiday accommodation, the central facilities at Penrhos need to have been provided (ie the reception/management office, information centre, convenience store and café, sports centre, central spa and the restaurant). There is a requirement that Cae Glas is ancillary to Penrhos and this is to help ensure that Cae Glas remains as such. No central facilities in relation to the legacy use are to be provided at Cae Glas (i.e. main hub facilities such as reception, management or admin facilities). Details of pedestrian and vehicular links between Penrhos and Cae Glas shall be submitted to and approved by the Council and shall thereafter be implemented (such links to accord with the provisions of the relevant travel plan). This is to be in place prior to occupation of Cae Glas legacy use. None of the units on the legacy phase of Cae Glas shall be occupied unless and until 30% of the units at Penrhos have been built and occupied. In addition to the 73 acres of land at Penrhos, which shall be available for public access in perpetuity, there will be a requirement to keep open the other currently accessible areas at Penrhos until those areas are required for development (public access from those areas only being removed through sufficient notice being given in relation to the development of those areas).

4. Ensuring delivery of legacy units or reinstatement of the land

4.1 Once Cae Glas and Kingsland have ceased being used for nuclear worker accommodation it is important that they are either converted into their legacy uses or the land is reinstated. To help secure this, if the work required to turn each unit into its final use has not been substantially completed within 48 months of cessation of the nuclear worker use, the developer will need to reinstate the land and restore the sites to their previous condition (ie the condition they were in prior to the nuclear worker use) or such other condition as the Council may agree.

4.2 In order to provide funds to do this, the developer must deposit the sum of £25,000 per unit in a bank account. The Council shall have access to these funds and they will be able to draw upon them in the event that the circumstances in 4.1 arise. £5000 per unit must be deposited on the 12 month anniversary following first occupation of that unit and annually thereafter until £25,000 has been deposited. Once the monies have been deposited, the developer will not be able to withdraw those monies and they will be required to be available to be utilised by the Council to either turn the units to legacy units or reinstate the land, at the election of the Council.

Provided the developer turns the units into their legacy use in accordance with the Agreement, the monies will be released back to the developer (ie, every time the conversion of a unit is completed, the full amount paid for that unit together with interest will be returned to the developer).

5. Reassessment of contributions in the light of further developments

5.1 Schedules 2 to 8 of the Agreement relate to payment of contributions or provision of facilities in connection with the impacts caused by nuclear workers. These contributions/facilities have been assessed by reference only to the Land and Lakes proposals (as this is the only application before the Council for nuclear worker accommodation). However, it is apparent that if the full package of nuclear worker development was before the Council, it may require a different provision in relation to some of the services requested in relation to nuclear workers only. The Agreement will therefore ensure that the payments/provision in schedules 2 to 8 are minimum payments/provision but those in respect of nuclear workers can be revised with the Agreement of the Council where they haven't already been paid/provided and it is agreed by the Council (in consultation with the relevant service provider) that an alternative provision should be made, provided always that such alternative provision is at least equal to (and is no less than) what is being secured by this Agreement and reflects local impacts. The control will be with the Council as, without its agreement, no revised provision can be made. However, this does provide a mechanism which will allow a different, more optimum, provision to be made in light of the wider (but yet unknown) nuclear worker provision.

5. Recommendation

Members are asked to note the obligations which will be secured under an agreement under section 106 of the Town and Country Planning Act 1990 which are in line with the heads of terms authorised by Committee on 6th November 2013 and which have been the subject of subsequent discussions following the 3rd June Committee. Members are asked to authorise the Head of Planning Service to finalise and thereafter complete the section 106 Agreement in accordance with the heads of terms above and thereafter issue the planning permission with the conditions previously approved including any additional or amended conditions considered appropriate.

Background Papers

Planning Committee Report October 2013

<http://democracy.anglesey.gov.uk/ieListDocuments.aspx?Cid=120&Mid=2291&Ver=4&LLL=0>

Planning Committee Report November 2013

<http://democracy.anglesey.gov.uk/ieListDocuments.aspx?Cid=120&Mid=2292&Ver=4&LLL=0>

Planning Committee Report April 2014

<http://democracy.anglesey.gov.uk/ieListDocuments.aspx?Cid=120&Mid=2297&Ver=4&LLL=0>

Planning Committee Report June 2015

<http://democracy.anglesey.gov.uk/ieListDocuments.aspx?Cid=120&Mid=2776&Ver=4&LLL=0>

