

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 gorsafoddedd 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

Planning Committee: October 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. These are in line with the heads of terms authorised by Committee on 6th November 2013 and presented to Committee on 29th July 2015. Discussions on specific points raised at that Committee have progressed since the 29th July Committee and those points are covered in this report.

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 presented on 29th July and this report and thereafter issue the planning permission with conditions as previously approved, including any additional or amended conditions considered appropriate.

2. Purpose of the Report & the Background

This report follows on from the report presented to Members on 29th July 2015 which contained details of all heads of terms and where it was resolved that the terms of the Section 106 Agreement relating to the Land and Lakes proposal were to be brought back to this Committee prior to completion of the Agreement. Members raised seven specific concerns which are dealt with below in the report.

The purpose of this report is to deal with the specific points raised by Members at 29th July Committee.

Following the 29th July Committee, an informal Members' Briefing was held by Officers. This took place on 09th September 2015 where Members' concerns from the previous committee were discussed. The informal Member's Briefing was well attended. The seven points raised by Members at 29th July Committee were discussed in some depth, together with some additional points however no decisions were made. For completeness, these additional points are summarised below.

3. Section 106 Provisions

The 29th July Committee Report contains details of the heads of terms which have been agreed and which have been reported to Members. At the meeting 29th July, Members raised seven specific points in relation to those heads of terms. These are considered in further detail below. Further discussions have been undertaken with the developer and various issues were raised at the internal briefing with members

1. Contamination

A concern was raised as to what Land and Lakes were doing/intending to do in relation to historic contamination (part of the site historically was used as a general waste tip and for the disposal of inert industrial waste) at Cae Glas and what requirements were being put in place. Following the meeting on 29th July, Land and Lakes have clarified the position.

Land and Lakes has confirmed that it has been monitoring the situation at Cae Glas since 2010. It has engaged professional consultants to do this who have undertaken site surveys and investigations and have advised Land and Lakes that the historic concentrations of leachate contaminants have either remained stable or reduced over time. Land and Lakes has been advised that the contaminants are not considered to be a serious risk to the environment or residents and it is likely

that the most appropriate remediation will be through using natural methods such as reed beds. It has also been advised that the likelihood of gas migration is considered to be low.

Notwithstanding that the severity of the contamination is considered to be low and is decreasing, Land and Lakes acknowledge that natural attenuation of the gas and leachate is not a sufficient control mechanism. Therefore, further investigation is being undertaken in advance of development taking place. In this regard, discussions are ongoing with Natural Resource Wales and any necessary remedial measures as agreed with NRW will be put in place.

In any event, once the section 106 Agreement has been completed and the planning permission issued, the following obligations will be required of the developer:

The draft section 106 Agreement contains provisions to ensure that contamination on the area of the Cae Glas site (which will become the Nature Reserve) is subject to appropriate controls enforceable by the Council. Land & Lakes (or their successor in title) will be required to submit details of appropriate remediation and mitigation works to be undertaken to the land designated as the Nature Reserve. Since the last planning committee meeting in July, Land and Lakes confirmed that the remediation programme will be implemented either before public use of the nature reserve or the occupation of Cae Glas, whichever is the sooner. In the Members' Briefing it was suggested that the remediation programme should be implemented in a phased way in accordance with a scheme to be agreed by the local planning authority and as part of the development of any part of Cae Glas. Land & Lakes have confirmed that this is acceptable and they have agreed to put a bond in place prior to any development at Cae Glas which will cover the value of the works of mitigation and which can be drawn upon by the Council if required.

In addition to the legal agreement there will also be planning conditions which will require assessment of contamination, appropriate remediation and implementation thereof for any contamination which may be present on any other parts of the development area at Cae Glas (or indeed Kingsland and Penrhos). In addition the phase of the development cannot be occupied until a verification report is approved by the council demonstrating that any agreed works of mitigation / remediation in relation to that phase (where required) have been completed satisfactorily.

2. Application of monies received

A concern was raised by Members in relation to how the monies received would be spent. Specifically, Members wanted assurance that the various contributions would be spent in the locality for the purposes for which they are paid.

In this regard, the draft section 106 Agreement specifies what each contribution needs to be applied towards. These obligations for the most part will be very specific and relate to local impacts. Obligations in the section 106 Agreement ensure that the Council only uses the sums towards the infrastructure or services for which they are paid. If they are not applied towards those services they will need to be repaid by the Council to the developer. That provides the safeguard to ensure monies are spent specifically and do not form part of some wider, more general, pot.

In all cases monies will be paid to the Council. However, in some cases those monies will need to be passed on by the Council to the service provider, for example to the Police or the Fire Service. In those cases, prior to the monies being transferred, the Council will require that an agreement is entered into by the relevant service provider to ensure that the monies are applied as per the requirements of the section 106 Agreement. This will protect the Council against the repayment provisions and will ensure that the monies are used as required.

3. Restrictions on the legacy uses

Concerns were raised in relation to the acceptability of the criteria which would apply before units being built as nuclear worker accommodation qualify for 'legacy use' (i.e. which units can be refurbished/upgraded to be used as holiday lodges on Cae Glas and as residential dwellings on Kingsland). There was also an issue raised in relation to the status of any units built as nuclear worker accommodation where the Wylfa Newydd project does not proceed.

In the Report to Planning Committee of 29 July 2015, the following position was proposed:

- 1.1.1 once use of the nuclear worker accommodation on Cae Glas and Kingsland has ceased, those units constructed are either to be converted to legacy use (where they qualify) or are to be demolished and the land reinstated to its original use. To qualify for legacy use a unit must have been occupied by at least two nuclear workers for at least a two year period and where nuclear worker accommodation does not satisfy this requirement the units have to be demolished and the land reinstated;
- 1.1.2 in addition, where the use of the nuclear worker accommodation ceases they must be converted into their legacy use within 48 months of cessation or the land must be reinstated to its original condition;
- 1.1.3 the Owner must deposit £25,000 per unit constructed (on a five year annual basis at £5,000 pa) so that the Council may elect to either demolish the units and reinstate the land or bring forward the legacy use in the event that Land and Lakes fails to proceed with the legacy use. Where the developer takes the units forward to the legacy use, this deposit will be returned to the Owner once the conversion of each unit is complete;
- 1.1.4 an exception to the qualification criteria for a legacy use is where a contract between Horizon Nuclear Power and Land & Lakes (or its successor) is completed and it is then announced that, (due to circumstances outside of Land & Lakes control), Wylfa Newydd does not proceed. In this case, it is proposed that Land & Lakes will be able to convert any unit it has completed at that point to a legacy use whether or not it has been used for nuclear worker accommodation.

Officers have been looking at the options to see if there is a way of dealing with legacy units which might alleviate any concerns. One option is to increase the length of time within which a unit must be occupied to qualify as a legacy unit, For example four years. An alternative option is to await completion of the contract between Land and Lakes and HNP and base the 'legacy criteria' on the terms of that contract. This would ensure that the minimum criteria are directly related to the contract and helps avoid arbitrary measures being put in place at this stage.

Officers have given some thought to appropriate provisions which would achieve this. In this regard, requirements providing for the following would be considered suitable:

1. Prior to any development on either Cae Glas or Kingsland, the Owner shall provide the Council with a copy of the HNP Agreement (i.e. the Agreement it has with Horizon Nuclear Power (or any successor body pursuing a Development Consent Order for a new nuclear power station at Wylfa).
2. No development of Nuclear Worker Accommodation shall commence until a Phasing Plan detailing the mix, duration of occupation and type of worker accommodation to be constructed as part of that Phase has been submitted by the Owner to the Council and approved in writing by the Council. The Council shall determine the appropriateness of the Phasing Plan based on the HNP Agreement;
3. The Legacy Occupancy (i.e. the minimum number of workers per unit and period of occupancy required to qualify as a legacy unit) of each Phase shall be decided by the Council based on the provisions of the HNP Agreement;
4. Details of subsequent Phases must take into account Nuclear Worker Accommodation already constructed or consented as Nuclear Worker Accommodation; and

5. Whilst Wylfa Newydd is still being Constructed no unit occupied for the purposes of Nuclear Worker Accommodation shall qualify for the Legacy Use until approved in writing by the Council.

Any changes to the HNP Agreement would also need to be safeguarded and provisions should be included in the Section 106 Agreement to ensure that a review mechanism is incorporated to deal with such changes. It is envisaged that there will be a transitional period near the end of construction of Wylfa Newydd where the construction workforce is winding down such that full occupation of the Nuclear Accommodation is no longer required. It is suggested that legacy uses could take place during the transition period with the Council's consent.

4. Restrictions on occupation

A concern was raised in respect of the relationship between development at Cae Glas and Kingsland. In this regard the report to Committee of 29th July noted that the central hub at Cae Glas must be established before occupation of any nuclear worker accommodation unit at Kingsland. Also, no more than 50% of the units at Kingsland can be occupied unless 50% of the units at Cae Glas are occupied. An additional measure could be to require the development to occur on a pro rata basis so there could never be more development at Kingsland than there is at Cae Glas.

Officers consider that a similar approach could be taken to the restrictions on occupation as with the legacy provision. That is to say that the above could be specified as minimum criteria but with the actual phasing provisions being subject to approval by the Council once the HNP Agreement has been entered into and the requirements for Nuclear Worker Accommodation are known.

5. Bonds

Bonding provisions are important to ensure that the obligations are delivered. If there is a breach of an obligation, the Council can call upon the bond. However, bonds are expensive and there needs to be (and it is usual to have) some flexibility in the bonding provisions. In this case the section 106 will allow for individual bonding or for an average bond put in place for the duration of the development, at the election of the developer.

The section 106 Agreement will identify the bonded items. These will effectively be all the contributions payable and significant works which need to be carried out. Those contributions/works will be payable at various times throughout the development (trigger points). The bonding provisions will require that a value is established for the bonded items with a bond being put in place at a certain point prior to the trigger points (a security point). For example, if £100,000 is due to be paid prior to the occupation of the nuclear worker accommodation, the security point for that £100,000 might be prior to commencement of the development. This would apply to each and every bonded item and once the payment has been made, the bond can be released. In practice, the developer might pay the contributions early to avoid the cost of the bonds, which is, of course, acceptable.

An alternative, is for an average bond figure to be agreed which provides security for the duration of the development and is sufficient to cover all the peaks and troughs of payment. This can be agreed once the total value of obligations is known together with the timings of the payments. The developer has also requested that Parent Company Guarantees be used. This is not unusual and would be acceptable provided it is coupled with an appropriate level of bond, thereby providing a sufficient level of overall security, as well as an asset test (i.e. there will be a requirement in the section 106 Agreement that any company giving a guarantee must have a minimum asset value and that company cannot be released from such guarantee or transfer it to another company unless the proposed new company meets the asset value test).

Given the size of this development and the number of commitments, it is likely that a number of bonds with different banks (to be approved by the Council) will be required.

6. Emergency services contribution

Discussions are ongoing with the Medical, Fire and Ambulance Services and the Police have clarified their position in relation to its contingency requirements. An update will be provided at Committee.

7. Social Services provision

Members raised concerns about reference in the draft section 106 Agreement to a 'Consultant Social Worker', noting that the Council is moving away from employing consultants on the basis of costings. The Head of Service for Social Services has confirmed that the Consultant Social Worker will be a Council employee and use of the word 'Consultant' is a reflection of an employee's seniority, not their employment status.

A concern was also raised as to whether vulnerable adult social services were included. This is not part of the resolved Section 106 heads of terms, however the developers have agreed that the Consultant Social Worker job description can include vulnerable adult social services. Equally, if a need for a Consultant Social Worker is demonstrated post the agreed five year period to deal with child social services, such that the period is extended, that Social Worker can continue to deal with vulnerable adults.

Additional Points Raised at the Members Briefing.

The following additional points were raised by Members at the Members Briefing:

1. The quality of the units at Cae Glas and Kingsland

Clarification was given as to the quality of construction at Cae Glas and Kingsland. There is a requirement that the units are to be subject to a detailed specification to be agreed with the Council before the development begins. The planning conditions require that the development must be an 'exemplar' development and standards to achieve this will be put in place and agreed between the Council and Land & Lakes to ensure an exemplar development is delivered.

It should be noted that there is no restriction on the Kingsland using off-site construction methods to provide permanent buildings within an exemplar development of the highest quality.

2. Affordable Housing

A concern was voiced at the 29th July Committee about the developer being able to elect to make no on-site affordable housing provision and to instead make payments in lieu (through an Affordable Housing contribution). The draft Section 106 Agreement will be amended to ensure that on-site provision is provided by the development unless, based on need at the time, the Council request that an off-site contribution is paid instead. Therefore only if the Council ask for an off-site contribution, and the developer agrees, will this be provided instead of on-site provision.

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. These are in line with the heads of terms authorised by Committee on 6th November 2013 and presented to Committee on 29th July 2015. Discussions on specific points raised at that Committee have progressed since the 29th July Committee and those points are covered in this report.

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 presented on 29th July and this report and thereafter issue the planning permission with conditions as 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>

Planning Committee Report July 2015

<http://democracy.anglesey.gov.uk/ieListDocuments.aspx?CId=120&MId=2827&Ver=4&LLL=0>