

# *In the Royal Court of Jersey*

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**Samedi Division**

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**In the year two thousand and sixteen, the twenty-seventh day of September.**

Before the Judicial Greffier.

Upon the application of Her Majesty's Attorney General, IT IS ORDERED that the Planning Obligation Agreement between The Minister for the Environment, Granite Products (C.I.) Limited and The Minister for the Department of Infrastructure in relation to La Gigoulande Quarry, La Route de la Vallée, St Mary, be registered in the Public Registry of this Island.

  
Greffier Substitute

LOD

Reg. Pub.



DATE 27 September

2016

**PARTIES**

- (1) The Minister for the Environment of States Offices, South Hill, St Helier, Jersey JE2 4US ("the Minister")
  - (2) Granite Products (C.I.) Limited (Registration Number 397) La Gigoulande Quarry, St. Peters Valley, St. Peter, Jersey ("the Owner")
  - (3) The Minister for Infrastructure of States Offices, South Hill, St Helier. Jersey, JE2 4US
- (together "the Parties")

**RECITALS**

- 1 The Owner warrants that it is the owner of the Site to which it has right in the manner referred to in the First Schedule.
- 2 The Application was made to the Minister by the Owner whereupon the Minister refused planning permission on 22nd July 2013 for the reason set out in his decision notice ("the Refusal")
- 3 Following the Refusal the Owner by notice served on the Minister on 15th August 2013 exercised its right of appeal under Article 109 of the 2002 Law under the legislation in force at the time
- 4 By consent order dated [TBC] the Royal Court under Article 113(3)(b) 2002 Law ordered the Minister to grant permission to the Application subject to the Owner entering into a suitable planning obligation agreement pursuant to Article 25 of the Law
- 5 The parties have agreed to enter into this Agreement in order to secure the planning obligations contained in this Agreement.
- 6 The parties acknowledge that this Agreement is legally binding.
- 7 This Agreement provides for regulating or facilitating the development or use of the Site in the manner hereinafter appearing.
- 8 This Agreement shall be construed so as to give effect to the purpose and intention of the Law

**NOW THIS AGREEMENT WITNESSES AS FOLLOWS:**

**OPERATIVE PART**

**1 DEFINITIONS**

For the purposes of the Agreement the following expressions shall have the following meanings:

"Application"		means the planning application relating to La Gigoulande Quarry, St Mary for the installation and
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		operation of an inert waste recycling facility for the production of secondary aggregate and soils and the restoration of the western part of the quarry to agriculture and woodland using inert fill submitted on the 20 <sup>th</sup> January 2012 and registered under reference number P/2012/0121
"Commencement"		means the date on which any operation forming part of the Development permitted by the Planning Permit or any subsequent planning permission for the Development begins to be carried out and "Commence" and "Commenced" shall be construed accordingly
"Commencement Date"		means the date that importation of materials for recycling and infilling operations first occurs at La Gigoulande Quarry
"Completion Date"		means the date that restoration operations included within the Application finish at La Gigoulande Quarry
"Construction Materials"		means the quantity of (i) Hoggin Type 1 sub-base materials, (ii) Ready-mix Concrete and (iii) any other material set out in Annex 3 to Schedule 4 supplied by the Owner pursuant to a Written Request towards the Minister for Infrastructure's costs of delivering the Highway Improvement Works
"Development"		means the installation and operation of an inert waste recycling facility for the production of secondary aggregate and soils and the restoration of the Western part of the quarry to agriculture and woodland using inert fill as described in the Application
"Certificate of Completion"		means a certificate issued by the Minister for Infrastructure confirming that the Highway Improvement Works have been satisfactorily completed
"GST"		means goods and services tax under the Goods and Services Tax (Jersey) Law 2007
"Highway Improvement Works"		means the highway improvement works to be undertaken by the Minister for Infrastructure to the B26 and A11 St Peter's Valley highway corridor as shown on the Highway Improvement Works Drawings and as set out in detail in Annex 1 to Schedule 4 and covered by the planning application registered under reference number P/2015/0579
"Highway Improvement Works Drawings"		means the drawings listed at Annex 2 to Schedule 4 and such other plans as the Minister for Infrastructure and the Owner may agree in writing shall be substituted for these plans

"Highway Improvement Works Initial Contribution"		means the sum of £ £79,675 towards the costs incurred for the design and obtaining of planning permission for the Highway Improvement Works
"Highway Improvement Contribution"		means the sum of £500,000 contributed by the Owner towards the Minister for Infrastructure's costs of delivering the Highway Improvement Works
"Index"		means the all Items Index of Retail Prices for Jersey as issued from time to time by the Statistics Unit to the States of Jersey and Indexation shall be interpreted accordingly
"Interest"		means interest at three per cent above the base lending rate of the HSBC Bank Plc from time to time
"Law"		means the Planning and Building (Jersey) Law 2002
"Occupation, Occupy and Occupied"		means occupation for the purposes permitted by the Planning Permit but not including occupation by personnel engaged in construction of the recycling facility or occupation in relation to security operations
"Plan"		means the plan annexed to this agreement at the Fifth Schedule
"Planning Permit"		means the planning permission for the Development a copy of which is attached at the Second Schedule
"Royal Court"		means the Royal Court of the Island of Jersey
"Site"		means the property of the Owners as shown by a thick black line on the Plan and as is more fully described in the First Schedule upon part of which the Development is to be carried out by the Owner
'Infrastructure Director'		means the relevant Director of the Department for Infrastructure Transport and Technical Services or his/her appointed representative for the time being to the States of Jersey
"Working Days"		means any days on which clearing banks in the City of London are (or would be but for a strike lock out or other stoppage affecting such banks generally) open during banking hours
"Written Request"		means the written request(s) made by the Minister for Infrastructure to the Owner to provide Construction Materials

## **2 CONSTRUCTION OF THIS AGREEMENT**

- 2.1 Where in this Agreement reference is made to any clause, paragraph or schedule or recital such reference (unless the context otherwise requires) is a reference to a clause, paragraph or schedule or recital in this Agreement.
- 2.2 Words importing the singular meaning where the context so admits include the plural meaning and vice versa.
- 2.3 Words of the masculine gender include the feminine and neuter genders and words denoting actual persons include companies, corporations and firms and all such words shall be construed interchangeably in that manner.
- 2.4 Wherever there is more than one person named as a party and where more than one party undertakes an obligation all their obligations can be enforced against all of them jointly and against each individually unless there is an express provision otherwise.
- 2.5 Any reference to a law of the States of Jersey shall include any modification, extension or re-enactment of that law for the time being in force and shall include all instruments, orders, plans, regulations, permissions and directions for the time being made, issued or given under that Law or deriving validity from it.
- 2.6 References to any party to this Agreement shall include the successors in title to that party and to any deriving title through or under that party and in the case of the Minister or the Minister for Infrastructure the successors to their statutory functions.
- 2.7 This Agreement shall be construed so as to give effect to the purpose of the Law

## **3 LEGAL BASIS**

- 3.1 This Agreement is made pursuant to Article 25 of the Law.
- 3.2 The covenants, restrictions and requirements imposed upon the Owner under this Agreement create planning obligations pursuant to Article 25 of the Law and are enforceable by the Minister against the Owner and bind the Site.

## **4 CONDITIONALITY**

This Agreement shall come into effect upon the date upon the grant of the Planning Permit:

## **5 OWNER COVENANTS**

The Owner covenants and agrees with the Minister as set out in the Third and Fourth Schedules so that this Agreement shall be enforceable without limit of time against the Owner and any person claiming or deriving title through or under the Owner to the Site or any part or parts thereof.

## **6 MINISTER FOR INFRASTRUCTURE COVENANTS**

the Minister for Infrastructure covenants with the Owner as set out in the Fourth Schedule so that this Agreement shall be enforceable without limit of time against the Minister for Infrastructure and any successor in function to the Minister for Infrastructure.

## 7 PUBLIC REGISTRY OF CONTRACTS

The Minister shall as soon as practicable apply to the Royal Court for an order that this Agreement be registered in the Public Registry of Contracts.

## 8 MISCELLANEOUS

- 8.1 All communications and notices served or made under this Agreement shall be in writing.
- 8.2 Where the agreement, approval, consent or expression of satisfaction is required by the Owner from the Minister or the Minister for Infrastructure under the terms of this Agreement such agreement, approval or consent or expression of satisfaction shall not be unreasonably withheld or delayed and any such agreement, consent, approval or expression of satisfaction may be given (i) on behalf of the Minister by the Director - Development Control of Planning and notice or communication to the Minister pursuant to the provisions of this Agreement shall be addressed to the Director - Development Control at Planning and Building Services South Hill St Helier Jersey JE2 4US or as otherwise notified for the purpose by notice in writing; and (ii) on behalf of the Minister for Infrastructure by the Infrastructure Director and notice or communication to the Minister for Infrastructure pursuant to the provisions of this Agreement shall be addressed to the Infrastructure Director, States Offices, South Hill, St Helier, Jersey, JE4 8UY or as otherwise notified for the purpose by notice in writing.
- 8.3 Any notices on the Minister, the Owner or the Minister for Infrastructure shall be deemed to have been properly served if sent by ordinary post to and addressed to such party at the address referred to above or as otherwise notified for the purpose by notice in writing.
- 8.4 Insofar as any clause or clauses of this Agreement are 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 Agreement.
- 8.5 This Agreement shall cease to have effect (insofar only as it has not already been complied with) if the Planning Permit shall be quashed, cancelled, revoked or otherwise withdrawn or (without the consent of the Owner) it is modified (other than by process under Article 10 or Article 114 of the Law) by any statutory procedure or expires prior to the Commencement of Development but without prejudice to the Owner's right to claim damages in respect of any loss arising from any such withdrawal of the Planning Permit without the consent of the Owner.
- 8.6 No person shall be liable for any breach of any of the planning obligations or other provisions of this Agreement after it shall have parted with its entire interest in the Site but without prejudice to liability for any subsisting breach arising prior to parting with such interest.
- 8.7 Nothing in this Agreement shall prohibit or limit the right to develop any part of the Site in accordance with a planning permission (other than the Planning Permit) granted (whether or not on appeal) after the date of this Agreement.
- 8.8 Except in so far as legally or equitably permitted this Agreement shall not prejudice or fetter or affect any statutory power discretion or duty of the Minister and without prejudice to the generality of the foregoing it is agreed between the parties hereto that any benefit or power conferred on the Minister by any of the obligations or covenants

by the Owner in favour of the Minister under this Agreement are in addition to any of the Ministers' statutory powers under the Law

- 8.9 Nothing contained herein shall be construed as obviating the need for the Owner to obtain or acquire from the Public of the Island (whether in its public or private capacity) or any Parish (whether in its public or private capacity) or any third party with respect to the Development or its use any consents permits authorisations rights interests in land or servitudes
- 8.10 Nothing in this Agreement shall be construed or interpreted in such a way or inference to be drawn so as to place or create a duty of care upon the Minister as a result of the Minister agreeing to accept the covenants agreements and undertakings on the part of the Owner as contained herein
- 8.11 The Owner shall not be entitled to any costs or compensation as a result of the making of this Agreement and the obligations contained herein

## **9 WAIVER**

No waiver (whether expressed or implied) by any Party of any breach or default in performing or observing any of the covenants terms or conditions of this Agreement shall constitute a continuing waiver and no such waiver shall prevent any Party from enforcing any of the relevant terms or conditions or from acting upon any subsequent breach or default.

## **10 CHANGE IN OWNERSHIP**

The Owner agrees with the Minister to give the Minister written notice (as soon as reasonably practical following such change) of any change in ownership of any of its interest in the Site occurring before all the obligations under this Agreement have been discharged such notice to give details of the transferee's full name and registered office (if a company or usual address if not) together with the area of the Site purchased by reference to a plan.

## **11 INTEREST**

If any payment due under this Agreement is paid late, Interest will be payable from the date payment is due to the date of payment.

## **12 DISPUTE RESOLUTION**

In the event that any dispute shall arise in respect of any provision of this Agreement it shall be referred if not resolved within seven working days to the arbitration of an independent arbitrator under the provisions of the Arbitration (Jersey) Law 1998 such arbitrator to be named by the agreement of the parties to the dispute or in default of agreement by the President for the time being of the Royal Institution of Arbitrators upon the application of any party to the dispute.

## **13 GOODS AND SERVICES TAX**

- 13.1 All consideration given in accordance with the terms of this Agreement shall be exclusive of any GST properly payable in respect thereof;
- 13.2 If at any time GST is or becomes chargeable in respect of any supply made in accordance with the terms of this Deed then to the extent that GST had not previously been charged in respect of that supply the person making the



supply shall have the right to issue a GST invoice to the person to whom the supply was made and the GST shall be paid accordingly

**14 JURISDICTION**

This Agreement is governed by and interpreted in accordance with the law of the Island of Jersey.

## FIRST SCHEDULE

**Details of the Owners' Title, and description of the Site**

The quarry, land and appurtenances to which the Owner has right, amongst other lands as follows:-

- i. By deed of purchase passed before the Royal Court on the 1<sup>st</sup> February 1980, from Rodite Holdings Limited (RP712/394); and
- ii. By deed of purchase passed before the Royal Court on the 24<sup>th</sup> February 1989 from Kathleen Gartrell Le Maistre, née Laurens (RP862/173); and
- iii. By deed of purchase passed before the Royal Court on the 4<sup>th</sup> August 2000 from Stephen Francis John Rolland and Carol Elizabeth Canavan, née Griffith (RP1102/654); and
- iv. By deed of purchase passed before the Royal Court on the 26<sup>th</sup> May 2000 from Michael Stanley Turner (RP1099/217).

The whole as shown for the purposes of identification on the Plan.

SECOND SCHEDULE  
**The Planning Permission**

Department of the Environment  
**Planning and Building Services**  
South Hill  
St Helier, Jersey, JE2 4US  
Tel: +44 (0)1534 445508  
Fax: +44 (0)1534 445528

Planning Application Number P/2012/0121

# Decision Notice

## PLANNING AND BUILDING (JERSEY) LAW 2002

### IMPORTANT NOTICE

This notice gives permission under Article 19 of the Planning and Building (Jersey) Law 2002, as amended. In accordance with Article 24(i) of the Law the grant of this permission enures (except insofar as the permission otherwise provides) for the benefit of the land to which it relates and of each person for the time being having an estate or interest in that land.

The development stated below may also require Building consent under Article 34, for which a separate application will need to be made. If you are in any doubt as to whether building permission is required please telephone the Building Applications Team on 448407 who will be pleased to help.

The Minister for the Environment, having considered your application hereby GRANTS PERMISSION TO DEVELOP LAND under Article 19 of the Planning and Building (Jersey) Law 2002:-

The installation and operation of an inert waste recycling facility for the production of secondary aggregate and soils and the restoration of the Western part of the quarry to agriculture and woodland using inert fill.

To be carried out at:

**La Gigoulande Quarry, La Rue de la Vallee, St. Peter, JE3 7EY.**

### PLEASE NOTE

This decision is purely permissive and in no way absolves the parties concerned from obtaining, nor does it overrule, any other permission that may be required under any other law. In addition, it does not overrule any private property rights, nor does it absolve an applicant from the need to obtain the permission of the owner of the land to which a permission relates.

**REASON FOR APPROVAL:** Permission has been granted following an order of the Samedi Division of the Royal Court under Article 113(3)(b) of the Planning and Building (Jersey) Law 2002 Law. Having taken into account the relevant policies of the approved 2011 Island Plan, together with other relevant policies and all other material considerations, including the information set out in the Appellants Affidavit. The Minister

Chief Executive Officer: Andrew Scate BA (Hons), Dip TP, MRTPI

APPROVED

# Decision Notice

## PLANNING AND BUILDING (JERSEY) LAW 2002

Planning Application Number P/2012/0121

is particularly encouraged by the applicant's assertion that the Quarry could provide a facility for the recycling of at least 60% of the material delivered to the site. However the Minister will also expect that only the residues and waste for which treatment is not technically possible will be considered for land fill. The comprehensive Environmental Impact Assessment and associated documents was also a material consideration. The findings of the EIA and associated mitigation measures have led the Department to the conclusion that the proposed development will not have an unreasonable impact upon the amenities of nearby residents or on the character and appearance of this countryside location. The facility is also considered to be in the Island's interest as a major infrastructure provider, as recognised both in the Island Plan and in the States' adopted Solid Waste Strategy.

Following the cessation of La Collette as the Island's major inert waste recycling facility in 2017/18, there would be no other sites appropriate for this use to be continued within the Built-up area of St Helier without causing unreasonable harm to residential amenity or to the general character of a particular Area.

The Minister acknowledges that the proposals are likely to increase the volume of Heavy Goods Vehicle traffic using St Peter's Valley, potentially, to the detriment of walkers and cyclists. However, with the provision of a parallel footpath / cycle-way, the Minister is satisfied that any impact will be mitigated to a reasonable degree. The Planning Obligation seeks to achieve this.

Accordingly, and in light of all material received and considered, the development is considered to be compliant with policies SP1, 2, 3, 4 & 6; GD1, 4 & 8; NE1, 7 & 8; NR1; MR1, 2 & 5; WM2, 6, 8 & 10 of the Island Plan 2011.

Subject to compliance with the following conditions and approved plan(s):

### Standard Condition

- A. If the development hereby permitted has not commenced within ten years of the decision date, this permission shall cease to be valid.

Chief Executive Officer: Andrew Scate BA (Hons), Dip TP, MRTPI

APPROVED

# Decision Notice

## PLANNING AND BUILDING (JERSEY) LAW 2002

Planning Application Number P/2012/0121

**Reason:** The Minister for the Environment reserves the right to reconsider this proposal consequent on any future change of circumstances or policy.

### Condition(s):

1. The site shall be laid out exactly in accordance with the approved plans and all works and processes shall be carried out in accordance with the detailed descriptions presented in the supporting documentation. The stated Mitigation Measures, as embodied in the Environmental Impact Statement and Hydrogeological Risk Assessment, supporting documents and plans, including technical reports, unless required otherwise by any of the following conditions, shall be implemented in accordance with a schedule of works, timings and on-going monitoring / remediation to be agreed in writing by the Minister. Variance will only be permitted with the express written approval of the Minister for the Environment.
2. All activity hereby permitted shall only be carried between the hours of 07:30 to 18:00, Monday to Friday and 08:00 to 13:00 Saturdays ("the hours of operation") and not at all on Sundays and Public Holidays.
3. The noise emitted from the operations hereby approved, as measured at the site boundary, shall not exceed an equivalent continuous sound level of 55 dB(A) during the hours of operation.
4. The site shall not receive, store or process any food or other putrescible waste or household waste and the site shall not be open to members of the public for the purposes of depositing waste.
5. Details of the siting, height, means of support and luminosity of all external lights required in connection with the activities hereby approved, shall be submitted to and approved by the Department of the Environment and all lights will be so aimed/focussed as to prevent light spillage beyond the site boundaries (including vertically).
6. A work of art shall be delivered in accordance with the advice of an appointed Approved Art Advisor and a Percentage for Art Statement which shall be submitted to and approved by the Minister for the Environment. The work of art must be agreed and installed prior to the first use/occupation of the development hereby approved unless otherwise agreed in writing.

Chief Executive Officer: Andrew Scate BA (Hons), Dip TP, MRTPI

APPROVED

# Decision Notice

## PLANNING AND BUILDING (JERSEY) LAW 2002

Planning Application Number P/2012/0121

### Reason(s):

1. To ensure that the development is carried out and completed in accordance with the details approved by the Minister for the Environment.
2. To protect the amenities of the occupiers of neighbouring properties, in accordance with Policy GD 1 of the Island Plan, 2011.
3. To protect the amenities of occupiers of neighbouring properties, in accordance with Policy GD 1 of the Island Plan, 2011.
4. To protect the amenities of occupiers of neighbouring properties, in accordance with Policy GD 1 of the Island Plan, 2011.
5. To protect the amenities of occupiers of neighbouring properties and to protect the visual amenities of the area, in accordance with Policy GD 1 of the Island Plan, 2011.
6. So as to accord with the provisions of Island Plan policy BE12.

### **FOR YOUR INFORMATION:**

The approved plans can be viewed on the Planning Register at

[www.gov.je/planning](http://www.gov.je/planning)

The following plan(s) has/have been approved.

- A: Location Plan
- B: Site Plan
- C: Existing Habitats
- D: Existing Water Courses
- E: Infrastructure & Proposed Site Operations
- F: Restoration Plan
- G: Conceptual Restoration Plan
- H: Proposed Noise Screening Bund
- I: Boundaries of Previous Applications
- J: Aerial Photo
- K: Photos 1-6
- L: Photos 7-10

Chief Executive Officer: Andrew Scate BA (Hons), Dip TP, MRTPI

APPROVED

# Decision Notice

## PLANNING AND BUILDING (JERSEY) LAW 2002

Planning Application Number P/2012/0121

- M: Non Technical Summary
- N: Environmental Impact Statement Vol 1
- O: Environmental Impact Statement Vol 2

Planning permission was granted following an order of the Samedi Division of the Royal Court under Article 113(3)(b) of the Planning and Building (Jersey) Law 2002 Law

Signed for Director

DRAFT

APPROVED



- 6 To put in place an audit and monitoring regime and trail for the receipt of loads at the site such that it provides to the Minister from the Owner sufficient information for the Minister to identify types and quantities of waste from sites of origin for the waste.
  
- 7 To recover or recycle 60% of the waste received at the Site (such measure to be taken over a rolling period of any continuous 12 months) such that only those residues and waste for which it is not technically viable or possible to recover or recycle are landfilled.

## FOURTH SCHEDULE

### Highway Improvement Works

#### the Minister for Infrastructure Obligations

1. the Minister for Infrastructure covenants with the Owner to:-
  - 1.1 execute the Highway Improvement Works in accordance with the terms of this Agreement and in compliance with all relevant Planning Permits and Building Bye-Laws Permits, codes of practice and good building practice
  - 1.2 notify the Owner in writing of the date of commencement of the Highway Improvement Works
  - 1.3 complete the Highway Improvement Works and issue the Certificate of Completion by 31 December 2019

#### Owner Obligations

- 2 Subject to the Minister for Infrastructure securing a Planning permission for the Highway Improvement Works the Owner covenants with the Minister for Infrastructure:
  - 2.1 to pay the Highway Improvement Works Initial Contribution to the Minister for Infrastructure within seven Working Days of the Minister for Infrastructure giving notice to the Owner of the grant and issue of a planning permission for the Highway Improvement Works
  - 2.2 to provide the Construction Materials to the Minister for Infrastructure as it may request by Written Request for use by the Minister for Infrastructure to carry out the Highway Improvement Works.
  - 2.3 the Construction Materials shall be supplied on a free of charge basis by the Owner but valued for the purposes of paragraph 2.5.2 in accordance with paragraph 2.4.
  - 2.4 The Owner shall provide a summary of the quantity and value of each type of material supplied in each calendar year to the Minister for Infrastructure utilising the prices set out in Annexure 3 of this Schedule for deliveries made in 2015 indexed in accordance with paragraph 4 of this Schedule.
  - 2.5 to pay the Highway Improvement Contribution to the Minister for Infrastructure in the following instalments:
    - 2.5.1 on the last Working Day of April 2016, April 2017 and April 2018 respectively the sum of £100,000
    - 2.5.2 on the last Working Day of April 2019 or receipt of the Certificate of Completion from the Minister for Infrastructure whichever shall be the later, the balancing amount which when aggregated with value calculated in accordance with paragraph 2.4 and the amounts paid in accordance with paragraph 2.5.1, equals the Highway Improvement Contribution.

#### No Repairing Obligations

- 3 It is specifically agreed and recorded that the Owner shall have no liability to contribute to the maintenance of Le Route de la Vallee

#### **Indexation**

- 4 The Construction Material Prices in Annexure 3 of this Schedule shall be varied on January 1, 2016 and each anniversary thereof by an amount equivalent to the change in the Index between January 1, 2015 and December 31 immediately preceding the calculation date.

#### **Repayment to the Owner**

5. In the event that the Owner after application is not granted (for whatever reason) any licence or permit necessary to undertake the Development including, without prejudice to the generality of the foregoing, any licence or permission required pursuant to the terms of the Waste Management (Jersey) Law 2005 and subordinate legislation, then upon written notice thereof being given by the Owner to the Minister for Infrastructure:-
- (i) the Minister for Infrastructure shall within one calendar month repay to the Owner any cash sum paid by the Owner to the Minister for Infrastructure pursuant to the terms of this Agreement; and
  - (ii) the Minister for Infrastructure shall within one calendar month after receipt of invoice from the Owner pay to the Owner the value of any Construction Materials supplied to it pursuant to this Agreement, such value to be calculated in accordance with the provisions of this Fourth Schedule.

## Annexure 1

### Highway Improvement Works

- 1 The Highway Improvement Works as shown on the Highway Improvement Works Drawings listed at Annex 2 to this Schedule shall comprise the following:
  - 1.1 Resurfacing of the St Peter's Valley highway corridor
  - 1.2 Provision of an off-road footpath and cycle way and associated works

**Annexure 2****Works Drawings**

201 General Arrangement - Sheet 1 of 9	Rev 10
202 General Arrangement - Sheet 2 of 9	Rev 12
203 General Arrangement - Sheet 3 of 9	Rev 11
204 General Arrangement - Sheet 4 of 9	Rev 12
205 General Arrangement - Sheet 5 of 9	Rev 9
206 General Arrangement - Sheet 6 of 9	Rev 12
207 General Arrangement - Sheet 7 of 9	Rev 12
208 General Arrangement - Sheet 8 of 9	Rev 12
209 General Arrangement - Sheet 9 of 9	Rev 11

## Annexure 3

## Construction Material Prices

2015

PRODUCT	AMOUNT	COST BEFORE GST
<b>AGGREGATES (collected ex-works)</b>		
6mm clean	Per ton	£42.92
75mm hard core	Per ton	£19.48
Armour Stone	Per ton	£36.00
Ballast (waste stone)	Per ton	£27.00
Gabion 4-10 inch	Per ton	£21.90
Granite Sand	Per ton	£23.73
Hoggin Cycle Track (special mix)	Per ton	£10.00
Hoggin Hard Core Mix (Hogg & 2-4 inch stone)	Per ton	£19.48
Hoggin (fine)	Per ton	£13.24
Type 1 (hogg and stone mix)	Per ton	£19.48
Building Sand	Per ton	£25.13
20mm clean	Per ton	£24.71
20mm down	Per ton	£24.71
10mm clean	Per ton	£42.92
10mm down	Per ton	£29.73
10mm Pipe Bedding	Per ton	£29.73
50mm Hard Core	Per ton	£19.51
Hoggin Special 6F1/FP2	Per ton	£13.24
Hoggin Special 6N	Per ton	£13.24
Haulage (Aggregates) up to 10 ton	Per load	£61.75
<b>BLOCKS (collected ex-works)</b>		
4x9 light weight	Per 100	£137.37
6x9 STD	Per 100	£191.13
Haulage (grab truck)	Per load	£80.75
<b>READYMIX COLLECT AT QUARRY - CAQ MIX</b>		
12-1	Per ton	£52.85
10-1	Per ton	£55.35
9-1	Per ton	£56.24
8-1	Per ton	£61.00
7-1	Per ton	£65.39
6-1	Per ton	£70.38
5-1	Per ton	£75.44
4-1	Per ton	£83.57
3-1	Per ton	£93.85
2-1	Per ton	£113.18

6-1 SCREED	Per ton	£65.19
8-1 SCREED	Per ton	£58.19
<b>READYMIX DELIVERED MIX</b>		
C8 20MM	PER CM	£127.96
C8 10MM	PER CM	£130.36
C10 20MM	PER CM	£131.96
C10 10MM	PER CM	£134.42
C15 20MM	PER CM	£138.87
C15 10MM	PER CM	£141.41
C20 20MM	PER CM	£151.21
C20 10MM	PER CM	£154.40
C25 20MM	PER CM	£158.58
C25 10MM	PER CM	£161.92
C30 20MM	PER CM	£169.16
C30 10MM	PER CM	£172.55
C35 20MM	PER CM	£174.52
C35 10MM	PER CM	£177.97
C40 20MM	PER CM	£179.94
C40 10MM	PER CM	£183.45
C45 20MM	PER CM	£183.57
C45 10MM	PER CM	£187.08
C45 20MMX53	PER CM	£212.61
SLURRY	PER CM	£126.06
CBS (CEMENT BOUND SAND)	PER CM	£150.55
CBH 20MM 5.1 (CEMENT BOUND HOGG)	PER CM	£150.55
TRENCHFILL C4	PER CM	£119.77
CONCRETE NO FINES (NO SAND)	PER CM	£137.50
PUMP PER HOUR (PLANT TO PLANT)	PER HOUR	£159.60

FIFTH SCHEDULE

**The Plan**





Signed on behalf of the Minister

by .....

PETER LE GREY

in the presence of .....

(Jonathan Gledwin)

this 18<sup>th</sup> day of August 2016

Signed on behalf of

by .....

WILLIAM JOHN BRETT

in the presence of .....

SIMON CLOWES

this 23<sup>rd</sup> day of August 2016

Signed on behalf of the Minister for Infrastructure

by .

in the presence of .

this 18<sup>th</sup> day of August 2016