

**Planning Obligation Agreement**

**under Article 25 of the Planning and Building (Jersey) Law 2002 (as amended)**

relating to the development of a temporary renewable energy generating station comprised of ground-mounted photovoltaic solar arrays with associated infrastructure and agricultural use of the fields at C210, C213, C214, C221 and C223, in St Clement, JE3 9AL.

Dated:

18 April

2023

The Chief Officer for the Environment (1)

Jersey Electricity PLC (2)

Hamel Bros Limited  
Barrie Charles Hamel  
Glen Charles Hamel  
Maureen Olive Hamel (nee Quenault)(3)

DATE

18 April

2023

**PARTIES**

- (1) **The Chief Officer for the Environment** of PO Box 228, St Helier, Jersey JE4 9SS ("**the Chief Officer**"); and
- (2) **Hamel Bros Limited**, company number 54195 whose registered office is 2<sup>nd</sup> Floor, Commercial House, Commercial Street, St Helier, Jersey JE2 3BRU; and **Barrie Charles Hamel** care of Hamel Bros Limited, Old Farm, La Grande Route de St Clement, St Clement, Jersey JE2 6QQ, **Glen Charles Hamel** care of Hamel Bros Limited, Old Farm, La Grande Route de St Clement, St Clement, Jersey JE2 6QQ, and **Maureen Olive Hamel (nee Quenault)** care of Hamel Bros Limited, Old Farm, La Grande Route de St Clement, St Clement, Jersey JE2 6QQ ("**the Owner**");
- (3) **Jersey Electricity PLC**, company reference number 67, whose registered office is Queen's Road, St Helier, Jersey ("**the Applicant**").

**RECITALS**

- 1 The Owner warrants that land comprised of the extent of Field C210, Field C213, Field C214, Field C221 and Field C223, are the land as described in the First Schedule hereto and are currently farmed for arable crops with fertilizer in order to maintain crops. On the 8<sup>th</sup> July 2022, the Applicant executed an Agreement to Lease with the Owner of the land described in the First Schedule hereto. (In response to the Application for planning permission relating to Fields C210, C213, C214 and C221, referred to below in Recital 2) the Land Controls Section of the Environment Division of the States of Jersey identified on the 27<sup>th</sup> September 2022 that Fields C213, C214, and C221 have no agricultural restrictions imposed by the Agricultural Land (Control of Sales and Leases)(Jersey) Law 1964. Field C210 is subject to agricultural restrictions imposed by the Agricultural Land (Control of Sales and Leases)(Jersey) Law 1964 requiring that Field C210: "shall not, without the consent of the Chief Officer for the Environment, be occupied by anyone other than a bona fide inhabitant of the Island specifically approved by the Chief Officer who is wholly or mainly engaged in work of an agricultural nature in Jersey for his own benefit and profit"; "is used for agricultural or horticultural purposes only (that excludes the grazing of equine animals and the growing of trees without the written consent of that Chief Officer)". The Rural Economy Section of the States of Jersey was consulted before a planning application was made and confirmed that a mixed use of the said Fields for solar arrays and for grazing would assist soil condition.
- 2 In August 2022, with the consent of the Owner an application for the development comprised of construction of a temporary renewable energy generating station comprising ground-mounted photovoltaic solar arrays, with associated infrastructure, landscaping and biodiversity enhancement, and the agricultural use of land comprised of an area of land comprised of Fields C210, C213, C214 and C221 (but excluding the Western Parts of Fields C213, C214 and C223), in St Clements, Jersey, JE3 9AL, reference P/2022/1095 ("the Application") was made by the Applicant (which was then called "Jersey Electrical Company"). The Applicant plans to use the Fields the subject of the Application for such development

including continued agricultural use of the non-panelled area of the Site for arable crop growing, and the panelled area for agricultural use without fertilizer in the form of grazing (in particular, for sheep farming by a bona fide small holder, who supported the Application), being uses for agricultural food production, and with potential for use for "agrivoltaics". The Land Controls Department confirmed that continued agricultural activity of the Fields be ensured because they have a long agricultural history.

- 3 Pursuant to Article 9(5)(b) of the Law, the Chief Officer referred the Application to the Planning Committee for determination by that Committee.
- 4 The Bridging Island Plan (March 2022) provides policy for the development of land in Jersey. The policies include Policy ME6 – Larger-scale terrestrial renewable energy benefits, includes that Proposals for large-scale terrestrial renewable energy production will be supported where it can be demonstrated that the energy return and benefits of the development are deemed to sufficiently outweigh the environmental impact that may arise as a result; that ground-mounted solar arrays on agricultural land will be supported where the benefit of the scheme will outweigh any loss to the agricultural industry; and proposals must be supported with an appropriate monitoring programme and detailed restoration proposals, including funding and management mechanisms.
- 5 On the 27<sup>th</sup> September 2022, the Land Controls Department of the Environment Division of the Government of Jersey made representations about the Application and had no objection to it subject to the continued commercial agricultural activity carried out within the fields.
- 6 The Application was evaluated by the Development Control Section of the Infrastructure Housing and Environment / Regulation Department ("the IHE/Regulation Department") of the States of Jersey under Articles 19, 23 and 25 of the Planning and Building (Jersey) Law 2002 (as amended, as at 12<sup>th</sup> August 2022), that included consideration of Policies ERE1 and ME6, in an Officer Assessment Report with a Recommendation for Approval, subject to planning conditions and a planning obligation agreement requiring the continued agricultural use of the Land and also detailed restoration proposals.
- 7 On the 8<sup>th</sup> December 2022, the Planning Committee considered whether to grant planning permission and determined to grant planning permission for the development described in the Application, subject to conditions and to a planning obligation agreement under the said Planning and Building (Jersey) Law 2002.
- 8 Pursuant to Article 25(1) of the said Planning and Building (Jersey) Law 2002 (as amended), the parties hereto have agreed to enter into this Agreement in order to secure the planning obligations contained herein pursuant to the determination by the Planning Committee dated 8<sup>th</sup> December 2022.
- 9 The subject matter of each obligation satisfies the requirements of Article 25(5)(a) Planning and Building (Jersey) Law 2002 (as amended).
- 10 The parties agree that this Agreement is legally binding under the said Planning and Building (Jersey) Law 2002 (as amended), and is a planning obligation for the purposes of Article 25(5)(b) and (1) thereof.
- 11 This Agreement shall be construed so as to give effect to the purpose and intention of the said Planning and Building (Jersey) Law 2002 (as amended), as at 12<sup>th</sup> August 2022 and any future iteration or successor law of the same.

**NOW THIS AGREEMENT WITNESSES AS FOLLOWS:**

**OPERATIVE PART**

**1 DEFINITIONS**

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

"Agreement"	Means this agreement including the recitals and schedules hereto;
"Agricultural Impact Appraisal"	Means, the "Agricultural Impact Appraisal" (dated August 2022) supporting the Application (and submitted with the Application and Environmental Impact Statement) that: a) describes, under Section 2.0, the agricultural quality of the Land as "medium"; b) evaluates, under Section 3.0, the non-intensive agricultural use of the Land during the Development to comprise: rotational Winter grazing of the panelled area of the part of the Land comprised of the Site by sheep or similar (from a grass and wildflower meadow mix being sown periodically under the solar arrays), and otherwise resting of the Site for the purpose of assisting soil condition without fertilizer to enable an improvement in soil quality; and arable growing of potato or rye or similar in the non-panelled area of the Land; and c), as described in Section 1.2.1, with the potential of the Land for "agrivoltaics" (dual agricultural/energy generation use).
"Agricultural Use Obligation"	Means, development of the Land in accordance with the Agricultural Impact Appraisal for ongoing and non-intensive arable use of the non-panelled area and for rotational grazing of the panelled area without fertilizer, or for a similar "agrivoltaic" purpose, being a form of agriculture (as defined by Article 1 of the Protection of Agricultural Land (Jersey) Law 1964 (as amended at 28 <sup>th</sup> September 2021)) compatible with the operation of an installed solar array, for the period of the Development;
"Applicant"	Means, for the purposes of Article 25(5)(b) and (d) of the Law, the <b>JERSEY ELECTRICITY PLC</b> , a company incorporated under the laws of Jersey under company number 67, whose registered office is situated at Queen's Road, St. Helier, Jersey and which company is a party to an Agreement to Lease the Land (dated 8 <sup>th</sup> July 2022) with the Owner and pursuant to the Application;
"Application"	Means the application for planning permission, reference P/2022/1095, for the Development in relation the Land of the Site, pursuant to the recommendation of the Senior Planning Officer of the Government of Jersey on behalf the Infrastructure, Housing and Environment/Regulation Department (dated 25 <sup>th</sup> November 2022) as resolved to be so approved by the Planning Committee on the 8 <sup>th</sup> December 2022;

<b>"Chief Officer"</b>	Means the person appointed from time to time as the chief executive officer (or equivalent) of the administration of the Government of Jersey responsible for planning and building in accordance with Article 1 of the Law;
<b>"Commencement"</b>	Means the date on which any material operation (as defined in Article 5(7) of the Law) forming part of the Development of any part of the extent of the Site permitted by the Planning Permit or any subsequent planning permission for the Development begins to be carried out other than (for the purposes of this Agreement and for no other purpose) operations consisting of site clearance, demolition work, archaeological investigations, investigations for the purpose of assessing ground conditions, laying of services, erection of any temporary construction-related means of enclosure for the purposes of installation of the Development, the like temporary display of site notices or advertisements and "Commence" and "Commenced" shall be construed accordingly";
<b>"Covenantees"</b>	Means the Owner and Applicant together, jointly and severally;
<b>"Development"</b>	Means the development of the Land as described in the Application and being:  "Construction of a temporary renewable energy generating station comprising ground-mounted photovoltaic solar arrays together with substation, inverter/transformer stations grid connection infrastructure, grid cable, site access, security measures, other ancillary infrastructure and landscaping and biodiversity enhancements. Maintain agricultural use of the fields";  up to 40 years from the commencement of the period provided for in Condition 5 of the Planning Permit;
<b>"the Environmental Impact Statement"</b>	Means the Environmental Impact Statement (dated March 2022) accompanying the Application;
<b>"Index"</b>	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;
<b>"Interest"</b>	Means Interest at three per cent above the base lending rate of the HSBC Bank Plc from time to time;
<b>"Bridging Island Plan 2022-2025"</b>	Means the Government of Jersey Island Plan, 2022 (adopted on 25 <sup>th</sup> March 2022) (as may be amended from time to time);

<p><b>"the Land"</b></p>	<p>Means, for the purposes of Article 25(5)(c) of the Law, all of only those parts of the geographical areas identified inside of the areas known as Fields:</p> <ul style="list-style-type: none"> <li>a) C210 (by right by hereditary contract dated 24<sup>th</sup> April 1987) at La Rue du Creve Coeur, St Clement, Jersey;</li> <li>b) C213 and C214 and C221 (by right by contracts of division of immovable property dated 14<sup>th</sup> August 1987) at La Rue Graut, St Clement, Jersey; and</li> <li>c) C223 (by right by hereditary contract of purchase dated 28<sup>th</sup> May 1999), at La Rue Graut, St Clement, Jersey JE3 9AL; and</li> </ul> <p>shown together outlined in blue on Plan 1 and Plan 2, and being more particularly described in an Agreement to Lease (dated 8<sup>th</sup> July 2022) between the Owner and the Applicant in relation to the said Land, the extent of the said Fields described therein as "the Property";</p>
<p><b>"the Law"</b></p>	<p>Means the Planning and Building (Jersey) Law 2002 (as amended as at 12 August 2022) and as may be amended in future and any successor law thereto;</p>
<p><b>"Owner"</b></p>	<p>Means, for the purposes of Article 25(5)(b) and (d) of the Law, together:</p> <ul style="list-style-type: none"> <li>1) Hamel Bros Limited, of company number 54195 whose registered office is 2<sup>nd</sup> Floor, Commercial House, Commercial Street, St Helier, Jersey JE2 3BRU, as the owner of Field C223;</li> <li>2) Barrie Charles Hamel and Glen Charles Hamel, care of Hamel Bros Limited, Old Farm, La Grande Route de St Clement, St Clement, Jersey JE2 6QQ, who have: <ul style="list-style-type: none"> <li>i) the right by hereditary contract of purchase dated 24<sup>th</sup> April 1987 to all that immovable property known as Field C210; and</li> <li>ii) the right by contract of division of immovable property (partage) dated 14<sup>th</sup> August 1987 to all that immovable property known as Field C213, Field C214 and Field C221;</li> </ul> </li> <li>3) Maureen Olive Hamel (née Quenault) care of Hamel Bros Limited, Old Farm, La Grande Route de St Clement, St Clement, Jersey JE2 6QQ who has a life tenancy and usufructory right by the said contract dated 14<sup>th</sup> August 1987 to all that immovable property known as Field C213, Field C214 and Field C221;</li> </ul> <p>and such Fields C210, C213, C214, C221 and C223 being collectively described herein as "the Land" and more particularly described in the First Schedule hereto;</p>

<b>"Planning Permit"</b>	Means, the planning permit for the Development, reference P/2022/1095, a copy of which is attached at the Third Schedule hereto;
<b>"Plan 1"</b>	Means the plan reference MaV/030, entitled "POA Location Plan", (dated January 2023), (previously marked "draft" on page 5 of the Planning Statement in support of the Application and) which shows: outlined by a blue line the extent of the Land owned and identifies the location of the land interests owned by the Owners (identified by the numerals: "[C]210; [C]213; [C]214; [C]221; and [C]223); within which blue outlined area is an area outlined by a red line and to the extent of the area within the red line, the area outlined by a red line is the Site; which said plan is attached in the Second Schedule hereto;
<b>"Plan 2"</b>	Means the plan, reference PV1010-MA-01, Revision 08, entitled "Master Plan – Fixed Tilt" envisaged to be developed under the Planning Permission by the erection of the Development thereupon and to the extent shown by the area outlined in red and which extent mirrors the area outlined in red on Plan 1; which said plan is attached in the Second Schedule hereto;
<b>"Plan 3"</b>	Means the plan, reference MaV/030, Revision C (dated July 2022) entitled "Landscape Proposals" showing the outline landscape proposals for the Site during the period that the Development is permitted; which said plan is attached in the Second Schedule hereto;
<b>"the Restoration Obligation"</b>	Means the details of restoration of the Site set out in the Fourth Schedule to enable the Site to be used upon conclusion of the restoration of the Site for agricultural use on the basis of the requirements of paragraph 7(e) of that Schedule;
<b>"Royal Court"</b>	Means, the Royal Court of the Island of Jersey;
<b>"Site"</b>	Means the extent of the part of the Land outlined in red on Plan 1 and Plan 2, as more particularly described in the First Schedule hereto.

## **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 one gender include all 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 any 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 Chief Officer 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 Chief Officer against the Owner.

## **4 CONDITIONALITY**

- 4.1 This Agreement is conditional and shall come into effect upon:
  - (i) the grant of the Planning Permit; and
  - (ii) Commencement of the Development,save: for any relevant provision which shall come into effect immediately upon the event of (i) above; and that the Restoration Obligation shall not have effect on and from the 39<sup>th</sup> anniversary of the date of the period provided for in Condition 5 of the Planning Permit in the event that an application for planning permission shall have been made by the Applicant before that anniversary or that the Development be otherwise permitted.
- 4.2 This Agreement shall cease to have effect for all purposes upon and from the date of the submission of the report required by paragraph 7(e) of the Fourth Schedule.

## **5 COVENANTEES COVENANTS**

The Covenantees jointly and severally covenant and agree with the Chief Officer as set out in the Fourth Schedule so that this Agreement shall be enforceable without limit of time against the Covenantees and any person claiming or deriving title through or under the same Owner to the Site or any part or parts thereof, save where a lease is granted under the Agreement for Lease, whereupon this Agreement shall be enforceable against the Applicant alone, then being the Owner of an interest in land, for the period of such Lease.



## **6 PUBLIC REGISTRY OF CONTRACTS**

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

## **7 MISCELLANEOUS**

- 7.1 Where the agreement, approval, consent or expression of satisfaction is required by the Covenantees from the Chief Officer 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 on behalf of the Chief Officer by the Director - Development Control of Planning and notice or communication to the Chief Officer pursuant to the provisions of this Agreement shall be addressed to the Director - Development Control at Planning and Building Services, La Motte Street, St Helier, Jersey or as otherwise notified for the purpose by notice in writing.
- 7.2 Any notices to the Covenantees 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.
- 7.3 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.
- 7.4 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 of the Law) by any statutory procedure or expires prior to the Commencement of Development.
- 7.5 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 interest in the Site but without prejudice to liability for any subsisting breach arising prior to parting with such interest.
- 7.6 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.
- 7.7 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 Chief Officer and without prejudice to the generality of the foregoing it is agreed between the parties hereto that any benefit or power conferred on the Chief Officer by any of the obligations or covenants by the Owner in favour of the Chief Officer under this Agreement are in addition to any of the Chief Officer's statutory powers under the Law.
- 7.8 Nothing contained herein shall be construed as obviating the need for the Owner to obtain or acquire from any third party with respect to the Development or its use any consents permits authorisations rights interests in land or servitudes.
- 7.9 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 Chief Officer as a result of the Chief Officer agreeing to accept the covenants agreements and undertakings on the part of the Covenantees as contained herein.
- 7.10 The Covenantees shall not be entitled to any costs or compensation as a result of the making of this Agreement and the obligations contained herein.
- 7.11 All communications and notices served or made under this Agreement shall be in writing.

## **8 WAIVER**

No waiver (whether expressed or implied) by the Chief Officer 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 the Chief Officer from enforcing any of the relevant terms or conditions or from acting upon any subsequent breach or default.

**9 CHANGE IN OWNERSHIP**

The Covenantees agree with the Chief Officer to give the Chief Officer written notice (as soon as reasonably practical following such change) of any change in legal ownership of the Site occurring before all the obligations under this Agreement have been discharged.

**10 INDEXATION**

Any sum referred to in the Fourth Schedule shall be increased by an amount equivalent to the increase in the Index from the date on which this Agreement is registered in the Public Registry of Contracts until the date on which such sum is payable.

**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 (7) 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 JURISDICTION**

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

## **FIRST SCHEDULE**

### **Details of the Owner's Title and description of the Site**

**Plan 1:** Plan 1 as identified herein this Agreement shows the locations of the immovable property and the Owner's Title:

- a) Being Barrie Charles Hamel and Glen Charles Hamel, care of Hamel Bros Limited, Old Farm, La Grande Route de St Clement, St Clement, Jersey JE2 6QQ, as the owners of Field C210;
- b) Being Barrie Charles Hamel and Glen Charles Hamel, care of Hamel Bros Limited, Old Farm, La Grande Route de St Clement, St Clement, Jersey JE2 6QQ, as the owners of Field C213;
- c) Being Barrie Charles Hamel and Glen Charles Hamel, care of Hamel Bros Limited, Old Farm, La Grande Route de St Clement, St Clement, Jersey JE2 6QQ, as the owners of Field C214;
- d) Being Barrie Charles Hamel and Glen Charles Hamel, care of Hamel Bros Limited, Old Farm, La Grande Route de St Clement, St Clement, Jersey JE2 6QQ, as the owners of Field C221; and
- e) Being Maureen Olive Hamel (nee Quenault) as the life tenant and usufruit of Field C213, Field C214, and Field C221; and
- f) Being Hamel Bros Limited, of company number 54195 whose registered office is 2<sup>nd</sup> Floor, Commercial House, Commercial Street, St Helier, Jersey JE2 3BRU, as the owner of Field C223;

comprising the areas identified on the plan reference Figure 1: Location Plan, (dated July 2022), on page 5 of the Planning Statement in support of the Application and which shows outlined by a blue line the extent of the Land owned and location of the land interests owned by the Owners (identified by the numerals: "[C]210; [C]213; [C]214; [C]221; and [C]223").

#### **Plan 2:**

The Applicant made the Application to develop land to the extent shown on the plan, reference PV1010-MA-01, Revision 08, entitled "Master Plan – Fixed Tilt" (identified herein as "Plan 2"), as proposed to be developed under the Planning Permit, by the erection of the Development thereupon and to the extent shown by the area outlined in red (the Site) and whose extent mirrors the area outlined in red on Plan 1.

#### **Plan 3:**

The Applicant proposes to use the extent of the Site, shown outlined in red on plan reference MaV/030, Revision C (dated July 2022) entitled "Landscape Proposals" (identified herein as "Plan 3") showing the outline landscape proposals for the Site, during the period that the Development is permitted.

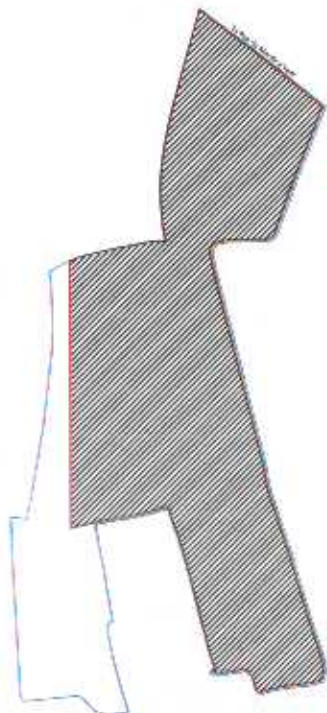
The Site is shown for the purpose of identification on the said Plans to the extent that the areas shown as within the red line on Plans 2 and 3 also overlap with part of the area within the blue line shown on Plan 1.

***Second schedule***

**The Plans**

The Plans are:

- a) Plan 1, being the plan, reference MaV/030, entitled "POA Location Plan", (dated January 2023), (previously marked "draft" on page 5 of the Planning Statement in support of the Application);
- b) Plan 2, being the plan, reference PV1010-MA-01, Revision 08, entitled "Master Plan – Fixed Tilt" envisaged to be developed under the Planning Permission by the erection of the Development thereupon and to the extent shown by the area outlined in red and which extent mirrors the area outlined in red on Plan 1;
- c) Plan 3, being the plan, reference MaV/030, Revision C (dated July 2022) entitled "Landscape Proposals" showing the outline landscape proposals for the Site during the period that the Development is permitted.



100' = 1" (approx.)

Revision

Project Name  
Moulin à Vent

Drawing Title  
**PQA Location Plan**

**JE Planning**

1000 Route 5, Maple View, Quebec  
Canada J2L 3K0 • 514 334-3383  
je.planning@jeplanning.com  
www.jeplanning.com

Scale	Date
1/2500 (S/N)	January 2023
Drawn by	Checked by
CP	SS
Drawing No.	Revision
Map/030	1







*Third Schedule*

**The Planning Permit**



# Decision Notice

## PLANNING AND BUILDING (JERSEY) LAW 2002

Planning Application Number P/2022/1095

In accordance with Article 19(8) of the Planning and Building (Jersey) Law 2002, as representations were made in connection with this application, this decision shall not have effect during the period of 28 days immediately after the decision date.

This permission enures (unless otherwise stated) 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.

This decision does not absolve 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 the need to obtain the permission of the owner of the land to which this permission relates.

This is notification of the decision to **GRANT** permission to develop land under Article 19 of the Planning and Building (Jersey) Law 2002;

### In respect of the following development:

Construction of a temporary renewable energy generating station comprising ground-mounted photovoltaic solar arrays together with substation, inverter/transformer stations, grid connection infrastructure, grid cable route, site accesses, security measures, other ancillary infrastructure and landscaping and biodiversity enhancements. Maintain agricultural use of the fields.

### To be carried out at:

Fields No. C210, C213, C214 and C221, La Rue du Moulin a Vent, St. Clement.

*Informative: Please be aware that if noise complaints are received in the future, the matter may be investigated and considered under the Statutory Nuisances (Jersey) Law 1999, and noise mitigation measures may then be required. These measures may themselves require planning permission.*

**REASON FOR APPROVAL:** Permission has been granted having taken into account the relevant policies of the approved Island Plan, together with other relevant policies and all other material considerations, including the consultations and representations received.

Permission has been granted having taken into account the relevant policies of the approved Island Plan, together with other relevant policies and all other material considerations, including the consultations and representations received.

It is considered that there are limited viewpoints which the solar arrays will be visible from and the benefits to be derived from the renewable energy installation outweigh the potential impacts on the landscape

APPROVED

# Decision Notice

## PLANNING AND BUILDING (JERSEY) LAW 2002

Planning Application Number P/2022/1095

**setting and the setting of nearby Listed buildings. The continued agricultural use of the land and the decommissioning and restoration of the site following expiration of the permission will be formalised and secured through a Planning Obligation Agreement.**

This permission is granted subject to compliance with the following conditions and approved plan(s):

- A. The development shall commence within three years of the decision date.  
**Reason:** The development to which this permission relates will need to be reconsidered in light of any material change in circumstance.
- B. The development hereby approved shall be carried out entirely in accordance with the plans, drawings, written details and documents which form part of this permission.  
**Reason:** To ensure that the development is carried out and completed in accordance with the details approved.

### Condition(s):

1. No part of the development hereby permitted shall be begun until a Construction Environmental Management Plan has been submitted to and approved by the Chief Officer. The Construction Environmental Management Plan shall be thereafter implemented in full until the completion of the development and any variations agreed in writing by the Chief Officer prior to such work commencing. The Plan shall secure an implementation programme of mitigation measures to minimise the adverse effects of the proposal on the environment, and shall include but not be limited to:
  - A. details of any hoarding or scaffolding to be installed;
  - B. Details of a publicised complaints procedure, including office hours and out-of-hours contact numbers;
  - C. Details of any proposed crushing/ sorting of waste material on site;
  - D. Specified hours of working.
2. The measures outlined in the Technical Note - Schedule of Landscape/ Biodiversity Works shall be implemented prior to commencement of the development, continued throughout (where applicable) and thereafter retained and maintained as such. Any variations that may be required as a result of findings on site are to be agreed in writing by the Chief Officer prior to works being undertaken.
3. No part of the development hereby permitted shall be begun until a Project Design for a phased programme of archaeological oversight has been submitted to and approved in writing by the Chief Officer. The Project Design once approved, shall be implemented at the applicant's

APPROVED

# Decision Notice

## PLANNING AND BUILDING (JERSEY) LAW 2002

Planning Application Number P/2022/1095

expense. In the event that any significant archaeological finds are made, work shall cease and the Chief Officer shall be notified immediately to allow for proper evaluation of such finds and further mitigation.

4. Prior to first operational use of the development, a Landscape Ecology Management Plan (LEMP) for an initial period of 10 years for all landscaped areas shall be submitted to and approved in writing by the Chief Officer and following this, the plan shall be reviewed every 5 years. The LEMP shall include a schedule of details of the arrangements for its implementation and maintenance for the lifetime of the development. The maintenance shall be continued in accordance with the approved schedule unless otherwise agreed in writing by the Chief Officer.
5. This permission shall cease to be valid after 40 years from commencement of the hereby approved development.
6. Any plant or machinery approved, shall be installed, maintained and operated to such specification that noise generated from these units shall be at least 5dBA below background noise levels when measured, in accordance with BS4142:2014, from within the curtilage of any nearby property.
7. Prior to commencement of development an ICNIRP certificate shall be submitted to and approved in writing by the Chief Officer. Within 3 months following substantial completion of the development hereby approved, a post-commissioning test demonstrating that the development is being operated strictly in accordance with the approved plans and INCNIRP requirements approved within this permission shall be submitted to and approved in writing by the Chief Officer.
8. Prior to commencement of development a Logistics Plan shall be submitted to and approved in writing by the Chief Officer, to include: detailed trip generation information; a schedule of vehicular movements; measures to ensure loose debris and dirt doesn't impact the highway; details of the proposed route to the site and, a swept path analysis for vehicles using the junction entering and existing La Rue du Moulin a Vent and La Rue a Don.
9. Prior to their first use on site, samples of all external materials to be used (including any hard landscaping materials) shall be submitted to and approved in writing by the Chief Officer. The approved materials shall be implemented in full and thereafter retained as such.
10. Prior to the commencement of development, a full photographic road condition survey should be undertaken if the proposed works require excavation of the road network

APPROVED

# Decision Notice

## PLANNING AND BUILDING (JERSEY) LAW 2002

Planning Application Number P/2022/1095

### Reason(s):

1. To ensure the development does not have an adverse impact on public health or the wider environment, in accordance with policies GD1 and ME3 of the Adopted Bridging Island Plan 2022.
2. To ensure the protection of all protected species in accordance with the requirements of policies SP5 and NE1 of the Adopted Bridging Island Plan 2022.
3. To ensure that special regard is paid to the interests of protecting the architectural and historical interest, character and integrity of the building or place in accordance with policies SP4, HE1 and HE5 of the Adopted Bridging Island Plan 2022.
4. In the interests of the amenity of the area, to ensure the protection of wildlife, support of habitat and securing of opportunities for the enhancement of the conservation value of the site in accordance with the requirements of policies SP4, SP5, NE1, NE2 and NE3 of the Adopted Bridging Island Plan 2022.
5. To enable the Chief Officer to assess the impact of, and give further consideration to, this use at the expiration of this permission, having regard to the material circumstances existing at that time.
6. To safeguard the amenity of nearby residents in accordance with policy GD1 of the Adopted Bridging Island Plan 2022.
7. To ensure the development is operating within safe limits and to protect the health and interests of the public in accordance with BIP Policy GD1 and UI4 of the Bridging Island Plan (2022).
8. In the interests of safe and inclusive travel, in accordance with policy GD1 and TT1 of the Adopted Bridging Island Plan 2022.
9. To promote good design and to protect the character and identity of the existing area in accordance with policy GD6 of the Adopted Bridging Island Plan 2022.
10. In the interests of safe and inclusive travel, in accordance with policy TT1 of the Adopted Bridging Island Plan 2022.

APPROVED

# Decision Notice

## PLANNING AND BUILDING (JERSEY) LAW 2002

Planning Application Number P/2022/1095

### 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:

Location Plan

Site Layout Plan PV1010-PL-01 Rev 08

Site Layout Plan with POC PV1010-PL-02 Rev 02

Masterplan PV1010-MA-01 Rev 08

Typical PV Cross Section PV1010-SD-03 Rev 01

30ft Transformer Sections PV1010-SD-01 Rev 02

Proposed Fence Detail - PV1010-SD-04 Rev 02

HV Substation PV1010-SD-02 Rev 01

Landscape Proposals MaV/030 C

Site Access Cross Section PV1010-EL-03 Rev 01

Proposed timber gate

Technical Note - Schedule of Landscape/Biodiversity Works

PV Case Report

### DECISION DATE:

The development may also require building permission, for which a separate application will need to be made. You can find out if building permission is required on our website [www.gov.je/planningbuilding](http://www.gov.je/planningbuilding)

The approved plans and any conditions attached to the decision are important and should be complied with. If there is any variation from the approved plans or the conditions you need to notify us immediately. Failure to comply with the approved plans or conditions may result in enforcement action.

If you are unhappy with a condition attached to this permission, you may request a review or make an appeal. You can find out how to do this on our website [www.gov.je/planning](http://www.gov.je/planning)

APPROVED

**Fourth schedule**  
**The Covenantees' Covenants with the Chief Officer**

The Covenantees agree, covenant and undertake:

**COMMENCEMENT AND OPERATION**

- 1 Not to Commence the Development until the Applicant has given to the Chief Officer seven (7) clear days' notice in writing of its intention to so commence;
- 2 Not to operate the solar array part of the Development until the stock proof fence shown on Plan 3 has been installed by the Applicant;
- 3 Save to the extent that the Applicant may be further permitted to continue the Development of the Site, and, if so permitted, then the Agricultural Use Obligation and the Restoration Obligation shall have effect by reference to the terms of such permitted continuation, that the Applicant shall not use the Site otherwise than in accordance with the Agricultural Use Obligation and the Restoration Obligation;

**THE AGRICULTURAL USE OBLIGATION**

- 4 Save during the periods of installation and restoration of the Development, to use between those said periods the extent of the area within the blue line shown on Plan 1 also for the Agricultural Use Obligation;

**THE RESTORATION OBLIGATION**

- 5 That the Applicant will give to the Chief Officer by or before the 39<sup>th</sup> anniversary of the period provided for in Condition 5 of the Planning Permit written notice of the intention of the Applicant to cease operation of the Development upon the expiry of the period of the Planning Permit;
- 6 That the Applicant will cease permanent operation of the solar array by or before the 40<sup>th</sup> anniversary of the period provided for in Condition 5 the Planning Permit;
- 7 That the Applicant will submit by or before the 30<sup>th</sup> anniversary of the period provided for in Condition 5 of the Planning Permit a Detailed Restoration Plan for the Site, which Plan must include the following:
  - a) To have regard to the Recommendations of the Center for Rural Affairs in its "Decommissioning Solar Energy Systems Resource Guide" (June 2022) (as may be amended or substituted from time to time);
  - b) To evaluate the environmental impacts of the decommissioning and restoration of the Site and, in the event of identified likely significant effects engendered by the same, to provide embedded mitigation in the Plan to ensure such effects do not arise;
  - c) To provide a timetable for the completion of tasks, including specific deadlines for removal of equipment from the Site and the completion of restoration of the Site;
  - d) To provide for decommissioning and restoration of the extent of the Site to include:
    - i) Removal of rack wiring;
    - ii) Removal of panels;
    - iii) Dismantling of racks;
    - iv) Removal of electrical equipment (solar panels, inverters and transformers);
    - v) Removal of racks;
    - vi) Removal of metal piles, anchor points, and concrete pads;

- vii) (Subject to any need, if any, for planning permission for the presence of below ground cables) Removal of cables above a depth of 1.2m below the ground level of the Site;
- viii) (Subject to the written requirement of the Chief Officer for Environment being given to the Applicant, by or before the 38<sup>th</sup> anniversary of the period provided for in Condition 5 of the Planning Permit, to retain the substation on the Site and the agreement of the Owners to retain the same) removal of the substation;
- ix) Removal of non-agricultural fencing and grubbing up of non-agricultural tracks;
- x) Removal of the above to a recycling centre;
- xi) Reinstatement of the land of the Site for the purposes of, and in accordance with, Section 2.0 of the Agricultural Impact Appraisal; and then
- xii) Such seeding as may be necessary of the land of the Site with suitable grass mix;
- e) Before expiry of the Planning Permit, the Applicant will take and evaluate soil samples from the Site to ensure that the average soil quality across the Site is improved (from an initial baseline measured by the Applicant prior to the commencement of the Development) on the 39<sup>th</sup> anniversary of the the period provided for in Condition 5 of the Planning Permit, and will submit to the Chief Officer for Environment by the 40<sup>th</sup> anniversary of the said period a written report confirming the average soil quality of the Site has improved from that initial baseline;
- f) That the Applicant will seek to recycle or repurpose the solar array components of the Development in line with Policy WER 1 – Waste Minimisation of the Bridging Island Plan (March 2022);
- g) That the Applicant will provide for:
  - i) the costs of decommissioning and restoration of the Site to be borne exclusively by the Applicant;
  - ii) the estimation of the costs of decommissioning and restoration of the Site by a suitably qualified professional;
  - iii) the attribution of annual gross profit engendered by the operation of the Development between the 30<sup>th</sup> and 40<sup>th</sup> anniversary of the operation of the Development commensurate with the cost estimate in (ii) to ensure that the actual costs of decommissioning and restoration of the Site are borne exclusively by the Applicant.

Signed on behalf of the Chief Officer for Environment

by ... [redacted] [redacted]

in the presence of

... [redacted] ... [redacted]

this 18 day of April 2023

Signed on behalf of the Owner

by ... [redacted] .....

in the presence of

[redacted] .....

this 16<sup>th</sup> day of March 2023

Signed on behalf of the Owner

by ... [redacted] .....

in the presence of

[redacted] .....

this 16<sup>th</sup> day of March 2023

Signed on behalf of the Owner

by ... [redacted] .....

in the presence of

[redacted] .....

this 16<sup>th</sup> day of March 2023



Signed on behalf of the Owner

by ..... [redacted] .....

in the presence of  
[redacted] .....

this 16 day of March 2023

Signed on behalf of the Applicant

by ..... [redacted] .....

in the presence of  
[redacted] .....

this 5 day of April 2023