

[REDACTED]

From: Andrew Scate
Sent: 26 September 2016 17:19
To: John Nicholson
Subject: RE: Jersey Sports Academy - POA - P/2016/0520

Thanks John

I will inform [REDACTED] that the POA can be structured into 3
Part 1 – [REDACTED] makes available the capacity for the community to use
Part 2 – Sports and Education sign up to provide the community “supply” to fill the capacity to be used
Part 3 – If the supply does not take place at this facility, then a financial payment is made by the operator to ensure community capacity is provided elsewhere

Kr
Andy

From: John Nicholson
Sent: 26 September 2016 17:14
To: Andrew Scate
Subject: FW: Jersey Sports Academy - POA - P/2016/0520

Andy – as discussed, here’s the framework I’ve been discussing with the operator.
I think it accords with our discussions, let me know if you need anything further

From: John Nicholson
Sent: 23 September 2016 11:24
To: [REDACTED] <[REDACTED]@gmail.com>
[REDACTED] <[REDACTED]@gmail.com>; [REDACTED]
Subject: RE: Jersey Sports Academy - POA - P/2016/0520

[REDACTED]

Committee ran over timetable by several hours yesterday, I’ve not yet issued written instructions, [REDACTED]
[REDACTED]

The first action for you was to gather all the SLA’s that [REDACTED] has issued (which is [REDACTED] commitment to the POA) and see if they need to sign as individual groups, or can be pooled into groups so as to enable a ‘higher body’ (Education Dept / Econ Dev etc) to sign on their behalf.

You then need to be sure that the ‘higher body’ has adequate control over the parties within the pooled group – which may necessitate a further agreement – as you will be relying on the higher body having the ability to make sure the users themselves are actually committed to coming (this then moves towards dealing with the 2nd commitment).

The whole POA will need to be structured to guarantee the users actually come – that is the ‘promise’ which the Committee heard, and the basis for the approval. As such there must be a fall-back to cover circumstances when the community don’t come (for whatever reason) and this should, in my mind, ensure that other community benefits arise. Monetary ‘payment in lieu’ is the most obvious, but we’re open minded.

The other element we discussed is who controls / monitors / manages – again we’ve flexible on where this responsibility sits, but it would have to be transparent, and auditable.

We're content that you develop the first draft, and I hope this helps – let me know if you want to review further.

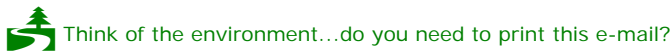
Regards, John

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[REDACTED]@gmail.com]
Sent: 22 September 2016 12:20
To: John Nicholson <J.Nicholson@gov.je>
Cc: [REDACTED]@gmail.com; [REDACTED] >
Subject: Jersey Sports Academy - POA - P/2016/0520

John,

Many thanks for your time earlier today and the Planning Committee's endorsement. [REDACTED] or [REDACTED]

Just to follow up on the main points that we discussed, to make sure that we have a good understanding of how to proceed:

1. The POA is likely to be an agreement between the main parties - [REDACTED], Education Department, Economic Development and [REDACTED] - all agreements, including those from Education and EDD need to be backed up by clear explanations of the ability (control) to commit schools, sports and community groups to use the facility.
2. Compensatory measures can be non-monetary.
[REDACTED] would like to conclude the POA as soon as possible and we will be asking Mike King and Justin Donovan to work with [REDACTED] [REDACTED] to get a draft prepared as soon as possible.

It was very helpful to talk the issues through with you and will provide you with a draft as soon as it is available.

Regards,

[REDACTED]

[REDACTED]

KEPlanning

[REDACTED]