

# *In the Royal Court of Jersey*

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**Samedi Division**

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**In the year two thousand and twenty-two, the fourteenth day of March.**

Before the Judicial Greffier.

Upon the application of Her Majesty's Attorney General, IT IS ORDERED that the Planning Obligation Agreement between The Chief Officer for the Environment and The Jersey New Waterworks Company Limited in relation to the development of the Jersey New Waterworks Depot, Le Chemin des Moulins, St. Lawrence, Jersey and the Jersey New Waterworks Storage Depot, Le Mont de la Rosiere, St. Saviour, be registered in the Public Registry of this Island.

  
Greffier Substitute

LOD

Reg. Pub.

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

relating to the development of:

the Jersey New Waterworks Depot ("Millbrook Works"), Le Chemin des Moulins,  
St. Lawrence, Jersey JE3 1HQ

and

the Jersey New Waterworks Storage Depot, Le Mont de la Rosiere, St. Saviour, Jersey  
JE2 7HF

Dated:

11<sup>th</sup> March

2022

The Chief Officer for the Environment (1)

The Jersey New Waterworks Company Limited (2)

DATE

11<sup>th</sup> March

2022

**PARTIES**

- (1) The Chief Officer for the Environment of PO Box 228, St Helier Jersey JE4 9SS ("the Chief Officer"); and
- (2) The Jersey New Waterworks Company Limited (Company Registration Number 2) of Mulcaster House, Westmount Road, St. Helier, Jersey ("the Owner").

**RECITALS**

- 1 The Owner warrants that it is the owner in perpetuity (*à fin d'héritage*) as to the Sites.
- 2 The Applications have been submitted to the Chief Officer.
- 3 Having regard to the purposes of the Law and the Island Plan 2011 and all other material considerations, the Chief Officer is minded to approve the grant of planning permission for the Development subject to the prior completion of this Agreement.
- 4 The parties hereto have agreed to enter into this Agreement in order to secure the planning obligations contained herein.
- 5 The parties acknowledge that this Agreement is legally binding.
- 6 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 this Agreement the following expressions shall have the following meanings:

<b>"Agreement"</b>	this agreement including the recitals and schedules hereto;
<b>"Applications"</b>	the applications for planning permission in respect of the Sites and described as: (a) "Demolish existing workshop, store and JEC substation. Construct office

		and welfare facilities to West of site. Construct storage units, JEC substation To North of site and storage units to South of site. Create new footpath with associated landscaping to West of site." and given the reference P/2021/1164; and  (b) "Remove Jersey Water storage depot and provide public access to site. Form public footpath and restore existing open space." and given the reference P/2021/1215.
<b>"Chief Officer"</b>		the person appointed from time to time as the chief executive officer (or equivalent) of the administration of the States of Jersey responsible for planning and building in accordance with Article 1 of the Law;
<b>"Commencement"</b>		the date on which any operation forming part of the Development permitted by the Planning Permits or any subsequent planning permission for the Development begins to be carried out, and "Commence" and " <b>Commenced</b> " shall be construed accordingly;
<b>"Development"</b>		the development of the Sites as set out in the Applications;
<b>"GST"</b>		goods and services tax or " <b>GST</b> " under the Goods and Services Tax (Jersey) Law 2007;
<b>"Index"</b>		the all items Retail Prices Index for Jersey as issued from time to time by the Statistics Unit to the States of Jersey;
<b>"Island Plan 2011"</b>		the States of Jersey Island Plan, 2011 (as amended from time to time);

<b>"Interest"</b>		interest at three per cent (3%) above the base lending rate of the HSBC Bank Plc from time to time;
<b>"Law"</b>		the Planning and Building (Jersey) Law 2002;
<b>"Plans"</b>		the plans of the Sites annexed to this Agreement as part of the First Schedule;
<b>"Planning Permits"</b>		the planning permissions for the Development, copies of which are attached at the Second Schedule, and references to the "Planning Permits" includes where the context permits any variations and amendments to the said planning permissions from time to time;
<b>"Royal Court"</b>		the Royal Court of the Island of Jersey;
<b>"Sites"</b>		<p>(a) The Jersey New Waterworks Depot, Millbrook, Le Chemin des Moulins, St. Lawrence, Jersey JE3 1HQ as shown edged by a black line and hatched black on the Plan numbered 1; and</p> <p>(b) The Jersey New Waterworks Storage Depot, Le Mont de la Rosiere, St. Saviour, Jersey JE2 7HF as shown edged by a black line and hatched black on the Plan numbered 2,</p> <p>and as are more fully described in the First Schedule upon part of which the Development is to be carried out; and</p>
<b>"Transport Infrastructure Contribution"</b>		a financial contribution of Thirty Three Thousand and One Hundred and Fifty Six Pounds (£33,156) Sterling towards improvements to the junction at the bottom of Waterworks Valley, to include pavement

	widening, informal or semi-informal crossing facilities and accessibility improvements for prams/wheelchairs/visually impaired people.
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## 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 Unless otherwise specified, a reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time and shall include all subordinate legislation made from time to time under that statute or statutory provision and all orders, notice, codes of practice and guidance made under it.
- 2.7 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 his statutory functions.
- 2.8 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

This Agreement is conditional and shall come into effect upon the grant of the Planning Permits and the commencement of the Development.

## **5 OWNER'S COVENANTS**

The Owner covenants and agrees with the Chief Officer as set out in the Third Schedule 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 Sites or any part or parts thereof.

## **6 CHIEF OFFICER COVENANTS**

The Chief Officer covenants with the Owner as set out in the Fourth Schedule.

## **7 PUBLIC REGISTRY OF CONTRACTS**

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

## **8 MISCELLANEOUS**

- 8.1 Where the agreement, approval, consent or expression of satisfaction is required by the Owner 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 deemed to have been properly served if sent by ordinary post or hand delivered and (in both cases) addressed to the Director - Development Control of Planning at Planning and Building Services, PO Box 55, La Motte Street, St Helier, Jersey JE4 8PE or as otherwise notified by the Chief Officer to the Owner for the purpose by notice in writing.
- 8.2 Any notices to be served on the Owner shall be deemed to have been properly served if sent by ordinary post or hand delivered to and addressed to such party at the address referred to above or as otherwise notified by the Owner to the Chief Officer for the purpose by notice in writing.
- 8.3 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.
- 8.4 This Agreement shall cease to have effect (insofar only as it has not already been complied with) if the Planning Permits shall be quashed, cancelled, revoked or otherwise withdrawn or (without the consent of the Owner) it is modified (other than by process of Article 10 of the Law) by any statutory procedure or expires prior to Commencement.
- 8.5 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 entire interest in the Sites but without prejudice to liability for any subsisting breach arising prior to parting with such interest.

- 8.6 Nothing in this Agreement shall prohibit or limit or apply to the right to develop any part of the Sites in accordance with a planning permission (other than the Planning Permits) granted (whether or not on appeal) after the date of this Agreement.
- 8.7 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 Officers' statutory powers under the Law.
- 8.8 Nothing contained herein shall be construed as obviating the need for the Owner to obtain or acquire from the Public of the Island of Jersey (in its public capacity) or any third party with respect to the Development or its use any consents permits authorisations rights interests in land or servitudes.
- 8.9 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 Owner as contained herein.
- 8.10 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.
- 8.11 All communications and notices served or made under this Agreement shall be in writing.

## **9 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.

## **10 CHANGE IN OWNERSHIP**

The Owner agrees with the Chief Officer to give the Chief Officer written notice (as soon as reasonably practical following such change) of any change in ownership of any of its interest in the Sites 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 Sites purchased by reference to a plan.

## **11 INDEXATION**

Any sum referred to in the Third 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.

**12 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.

**13 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.

**14 GOODS AND SERVICES TAX**

14.1 All payments given in accordance with the terms of this Agreement shall be exclusive of any GST properly payable in respect thereof.

14.2 If at any time GST is or becomes chargeable in respect of any supply made in accordance with the terms of this Agreement 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.

**15 JURISDICTION**

This Agreement and any dispute or claim arising out of or in connection with its subject matter or formation is governed by and interpreted in accordance with the law of the Island of Jersey and the parties irrevocably submit to the non-exclusive jurisdiction of the courts of the Island of Jersey.

## FIRST SCHEDULE

**Details of the Owner's Title and description of the Sites**

The Sites forming part of the following properties:-

Firstly, The Jersey New Waterworks Depot, Millbrook, Le Chemin des Moulins, St. Lawrence, Jersey JE3 1HQ being the property generally known as the "works site" forming part of the larger general Millbrook Reservoir with its adjacent buildings, lands, roadways and appurtenances situate in the Parishes of Saint Lawrence and Saint Helier, and forming part of the property to which the Owner has right (*inter alia*) as follows:-

- (A) By 18 contracts dated 18<sup>th</sup> November 1882 from Edward Henry Bulbeck and others;
- (B) By 2 contracts dated 2<sup>nd</sup> December 1882 from Edward Henry Bulbeck and others;
- (C) By a contract dated 30<sup>th</sup> December 1882 from Edward Henry Bulbeck and others;
- (D) By a contract dated 14<sup>th</sup> July 1883 from Edward Henry Bulbeck and others;
- (E) By a contract dated 8<sup>th</sup> September 1894 from Edward Henry Bulbeck and others,
- (F) By a contract of purchase dated 23<sup>rd</sup> May 1894 from Henry Coutanche junior;
- (G) By contract of purchase dated 25<sup>th</sup> June 1895 from John Helier Rive;
- (H) By contract of purchase dated 27<sup>th</sup> July 1895 from Thomas Rive;
- (I) By contract of purchase dated 22<sup>nd</sup> August 1895 from John Helier Rive;
- (J) By contract of purchase dated 6<sup>th</sup> August 1898 from Frederic Garnier and
- (K) To field 1466 by contract of purchase dated 7<sup>th</sup> February 1972 from Francis Gruchy Darcel.

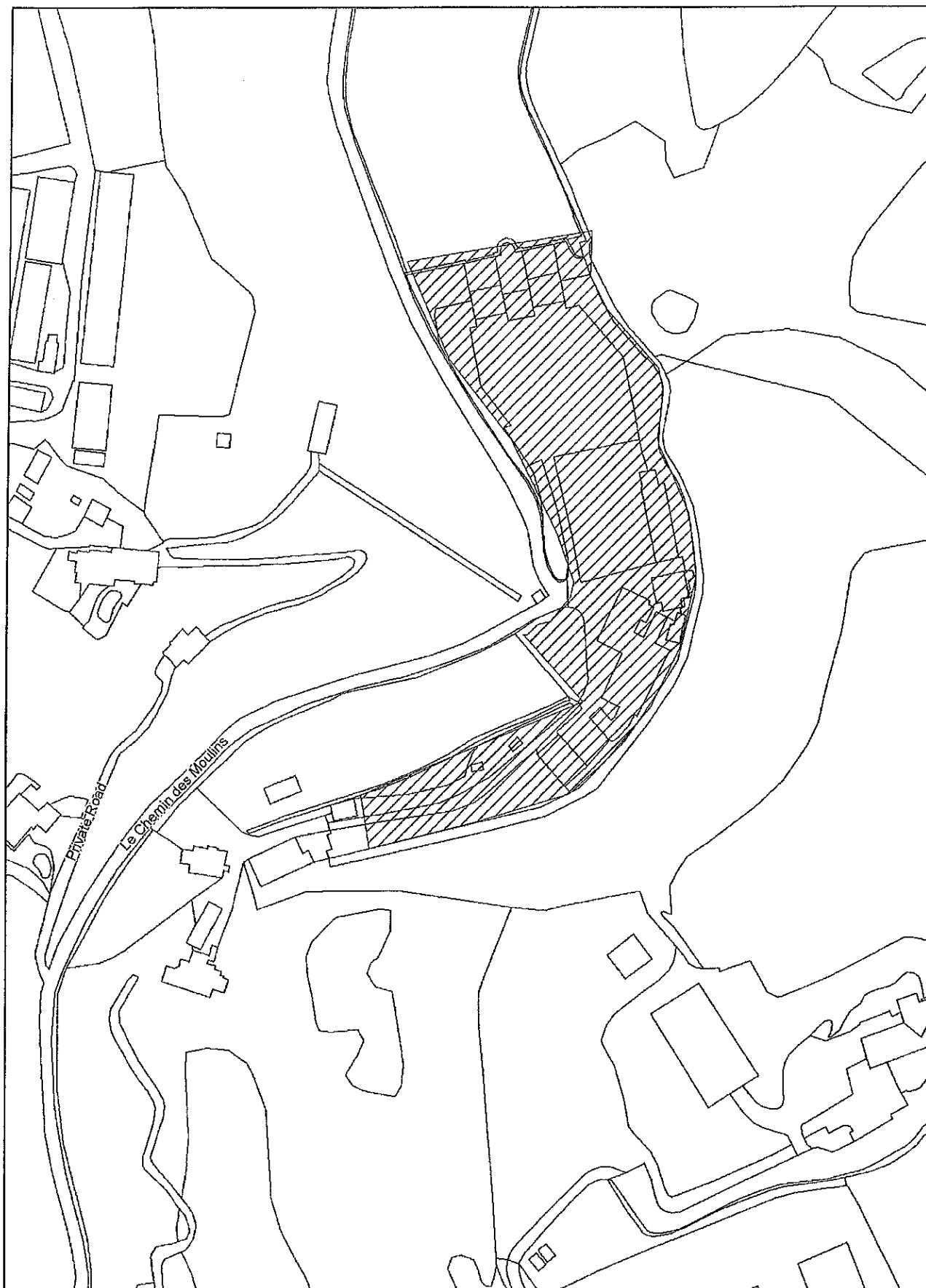
Secondly, The Jersey New Waterworks Storage Depot, Le Mont de la Rosiere, St. Saviour, Jersey JE2 7HF being the property generally known as "the storage depot" forming part of the larger general "Grand Vaux Reservoir" with its adjacent buildings, lands, fields, roadways and appurtenances situate partly in the Parish of Saint Helier, partly in the Parish of Saint Saviour, and the remainder in the Parish of Trinity, forming part of the property to which the Owner has right (*inter alia*) as follows:-

- (A) By contract of purchase dated 25<sup>th</sup> October 1947 from John Stenou; and
- (B) By contract of purchase dated 5<sup>th</sup> June 1964 from Reverend Basil Ward Turner.

The general extent of each of the Sites as shown for the purposes of identification only on the Plans.

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**Plan 1**



**Plan 2**



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SECOND SCHEDULE

**The Planning Permits**

# Decision Notice



## PLANNING AND BUILDING (JERSEY) LAW 2002

Planning Application Number P/2021/1164

**In accordance with Article 19(8) of the Planning and Building (Jersey) Law 2002, if 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:**

Demolish existing workshop, store and JEC substation. Construct office and welfare facilities to West of site. Construct storage units, JEC substation To North of site and storage units to South of site. **AMENDED PLANS RECEIVED**

**To be carried out at:**

Jersey New Waterworks Depot, Le Chemin des Moulins, St. Lawrence, JE3 1HQ.

**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.

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.

APPROVED

# Decision Notice



## PLANNING AND BUILDING (JERSEY) LAW 2002

Planning Application Number P/2021/1164

### Condition(s):

1. Prior to commencement of the development hereby approved, a detailed scheme of landscaping shall be submitted to and approved in writing by the Planning Department. The scheme of landscaping shall provide details of the following;

- i) all existing trees, hedgerows and other plants, walls, fences and other features which it is proposed to retain on the site;
  - ii) the position of all new trees and/or shrubs, this must include the species of plant(s)/tree(s) to be planted, their size, number and spacing and the means to be used to support and protect them;
  - iii) other landscape treatments to be carried out including any excavation works, surfacing treatments, or means of enclosure;
  - iv) the measures to be taken to protect existing trees and shrubs;
  - v) the presence of any invasive plant species on site, and if present, a detailed method statement for the removal and long-term management/ eradication of the species; and,
  - vi) A landscape management plan for the maintenance of the landscaped areas.
  - vii) All hard and soft landscaping around the listed buildings
- Once agreed, the approved scheme shall be implemented in full and thereafter retained and maintained as such.

2. If hidden historic features are revealed during the course of works they shall be retained in-situ until examined by the Department or their authorised officer. Works shall be suspended in the relevant area of the building and the Department notified immediately with a view to agreeing the appropriate action. Failure to do so may result in unauthorised works being carried out and an offence being committed.

3. Prior to commencement of the development hereby approved, details in respect of the following matters shall be submitted to and approved in writing by the Planning Department. These works shall thereafter be carried out in full in accordance with such approved details:

A. Final details of the restoration and maintenance of the gatehouse

4. Notwithstanding the information submitted with the planning application, the development hereby permitted shall not be occupied until a Green Travel Plan to cover not less than 10 years from the date of first occupation has been submitted to and approved in writing by the Minister. No accommodation shall be occupied until a Green Travel co-ordinator has been appointed and their details forwarded to the Minister. The details of any subsequent appointees shall also be forwarded without undue delay. The approved Green Travel Plan shall be implemented in full over the period covered.

APPROVED

# Decision Notice



## PLANNING AND BUILDING (JERSEY) LAW 2002

Planning Application Number P/2021/1164

5. A Percentage for Art contribution must be delivered in accordance with a Public Art Statement submitted to, and approved by the Planning Department. The approved work of art must be installed prior to the first occupation of any part of the development hereby approved.

6. No part of the development hereby approved shall be occupied until the cycle parking facilities as indicated on the approved plan have been wholly constructed in accordance with the approved plans. The facilities shall thereafter be retained solely for the use of occupants of the development and maintained as such.

7. No part of the development hereby approved shall be occupied until electric car charging facilities have been wholly constructed in accordance with the approved plans. The facilities shall thereafter be retained solely for the use of occupants of the development and maintained as such.

8. No part of the development hereby approved shall be occupied until the vehicular manoeuvring area and respective car parking spaces have been laid out, surfaced and drained as indicated on the approved plans. The car parking spaces shall thereafter be retained solely for the use of occupants of the development and shall not be sub-let for any other purpose.

### Reason(s):

1. To safeguard the character and appearance of the area in accordance with Policies GD1, NE1, NE2 and NE4 of the Adopted Island Plan 2011 (Revised 2014).

2. 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 SP4, HE1, HE2, HE5 of the Adopted Island Plan 2011 (Revised 2014).

3. These details are not included in the application and are required to be submitted and agreed by the Planning Department 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, HE2, HE5 of the Adopted Island Plan 2011 (Revised 2014).

4. In the interests of promoting sustainable patterns of development, and to accord with Policies TT9, BE2 and SP6 of the Jersey Island Plan 2011 (Revised 2014)

5. To accord with the provisions of Policy GD8 of the Jersey Island Plan 2011 (Revised 2014).

APPROVED

# Decision Notice



## PLANNING AND BUILDING (JERSEY) LAW 2002

Planning Application Number P/2021/1164

6. In the interests of promoting sustainable patterns of development, in accordance with Policies TT9 and SP6 of the Adopted Island Plan 2011 (Revised 2014).

7. In the interests of promoting sustainable patterns of development, in accordance with Policies TT9 and SP6 of the Adopted Island Plan 2011 (Revised 2014).

8. To ensure that the development provides adequate provision for off-street parking and manoeuvring for users of the site, in the interests of highway safety and the general amenities of the area, in accordance with Policy GD1 of the Adopted Island Plan 2011 (Revised 2014).

### 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

Waste Management

Drainage Design

031E Typical Roof Ridge Detail

043B-Part Elevation - Garage East

042C-Part Elevation - Office West

041B-Part Elevation - Pipe Store West

040C-Part Elevation - Pipe Store North

032E-Proposed - Pipe Store Elevations

031D-Proposed - Pipe Store Elevations

029D-Proposed - Entrance Road Elevation

028E-Proposed - Store & Workshop Elevations

027D-Proposed - Store & Workshop Elevations

026F-Proposed - Laboratory & Welfare Elevations

025F-Proposed - Laboratory & Welfare Elevations

024F-Proposed - Offices & Welfare Elevations

023G-Proposed - Offices & Welfare Elevations

022G-Proposed - Offices & Welfare Elevations

020B-Storage & Workshop

019A-Large Pipe & Small Parts Store - Floor Plans

018C-Offices - First Floor Plan

017C-Offices - Ground Floor Plan

016B-Proposed Site Plan - Roof Plan

015C-Proposed Site Plan

014D-Proposed Site Plan - Ground floor

023E-Proposed - Offices & Welfare Elevations.

022E-Proposed - Offices & Welfare Elevations

APPROVED

# Decision Notice



## PLANNING AND BUILDING (JERSEY) LAW 2002

Planning Application Number P/2021/1164

019B Proposed Large & Small Parts Store Floor Plans  
044A Proposed CGI View  
014B Proposed Site Plan Ground Floor  
015B Proposed Site Plan First Floor  
Transport Statement  
Heritage Impact Statement  
Sustainable Water Strategy  
302 A Listed Building - Flashing Detail  
703 D Proposed Landscape Plan  
Species Protection and Enhancement Plan  
Ecological Survey Results Report  
Preliminary Ecological Assessment

### 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

# Decision Notice



## PLANNING AND BUILDING (JERSEY) LAW 2002

Planning Application Number P/2021/1215

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:**

Remove Jersey Water storage depot and provide public access to site. form public footpath & restore existing open space.

**To be carried out at:**

Jersey Water storage Depot, Le Mont de la Rosiere, St. Saviour, JE2 7HF.

**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.

The issues brought up in the representations received have been fully considered, but the proposal is considered to be in keeping with the character of the area and would not cause unacceptable problems of traffic generation, public safety, anti-social behaviour or to wildlife and is in accordance with the Island Plan 2011 (Revised 2014) for the reasons outlined in the Department Report.

The proposed footpath would have a hoggin surface to try and blend in with the rural surroundings. The footpath is not of excessive width or size and its general appearance is considered to be appropriate to the existing buildings and landscape character and would promote access and awareness of the countryside in accordance with the Island Plan 2011 (Revised 2014).

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

APPROVED

# Decision Notice



## PLANNING AND BUILDING (JERSEY) LAW 2002

Planning Application Number P/2021/1215

- 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. Prior to commencement of the development hereby approved, a detailed scheme of landscaping shall be submitted to and approved in writing by the Planning Department. The scheme of landscaping shall provide details of the following;
- i) all existing trees, hedgerows and other plants, walls, fences and other features which it is proposed to retain on the site;
  - ii) the position of all new trees and/or shrubs, this must include the species of plant(s)/tree(s) to be planted, their size, number and spacing and the means to be used to support and protect them;
  - iii) other landscape treatments to be carried out including any excavation works and clearance of any landscaping and non-vegetation clearance including to the northern part of the site;
  - iv) the measures to be taken to protect existing trees and shrubs;
  - v) the presence of any invasive plant species on site, and if present, a detailed method statement for the removal and long-term management/ eradication of the species; and,
  - vi) A landscape management plan for the maintenance of the landscaped areas.

Once agreed, the approved scheme shall be implemented in full and thereafter retained and maintained as such.

2. Prior to commencement of the development hereby approved, details in respect of the following matters shall be submitted to and approved in writing by the Planning Department. These works shall thereafter be carried out in full in accordance with such approved details:

A. Any signage proposed including to entrances to site

3. The findings and required mitigation measures outlined in the Ecology Assessment shall be implemented prior to the commencement of development, continued throughout the phases of development (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 Planning Department prior to works being undertaken.

APPROVED

# Decision Notice



## PLANNING AND BUILDING (JERSEY) LAW 2002

Planning Application Number P/2021/1215

### Reason(s):

1. To safeguard the character and appearance of the area and ecological interest in accordance with Policies GD1, NE1, NE2 and NE4 of the Adopted Island Plan 2011 (Revised 2014).
2. These details are not included in the application and are required to be submitted and agreed by the Department of the Environment 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 and character of the area, in accordance with Policies SP4, GD1 & HE1 of the Adopted Island Plan 2011 (Revised 2014).
3. To ensure the protection of all protected species in accordance with Policies NE1, NE2 and NE4 of the Adopted Island Plan 2011 (Revised 2014).

### **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  
716B-Typical Path Details  
710D-Proposed plan 1  
711D-Proposed plan 2  
712C-Proposed plan 3  
713D-Proposed plan 4  
709C-Proposed Site Plan  
714C-Storage Compound Area Section  
Preliminary Ecological Assessment  
Site Waste Management Plan

DECISION DATE: 17/12/2021

APPROVED

# Decision Notice



## PLANNING AND BUILDING (JERSEY) LAW 2002

Planning Application Number P/2021/1215

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)

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**THIRD SCHEDULE****The Owner's Covenants with the Chief Officer**

The Owner in regard to the Sites covenants, agrees and undertakes:

**COMMENCEMENT**

- 1 Not to Commence the Development until the Owner has given to the Chief Officer not less than fourteen (14) days' notice in writing of its intention so to do.

**TRANSPORT INFRASTRUCTURE CONTRIBUTION**

- 2 To pay to the Treasurer of the States the Transport Infrastructure Contribution prior to Commencement.
- 3 Not to Commence the Development until the Transport Infrastructure Contribution shall have been paid to the Treasurer of the States.

**PLANNING PERMISSION P/2021/1215**

- 4 Prior to the practical completion of the development authorised by planning permission P/2021/1164 to practically complete the public footpath authorised by planning permission P/2021/1215.

#### FOURTH SCHEDULE

##### **Chief Officer's Covenants with the Owner**

###### **Repayment of contributions**

- 1 The Chief Officer hereby covenants with the Owner to use or procure the use of all sums received by the Treasurer of the States from the Owner under the terms of this Agreement for the purposes specified in this Agreement for which they are to be paid.
- 2 The Chief Officer covenants with the Owner that he will procure or arrange that the Treasurer of the States will pay to the Owner such amount of any payment made by the Owner to the Treasurer of the States under this Agreement which has not been expended in accordance with the provisions of this Agreement within five (5) years of the date of receipt by the Treasurer of the States of such payment.

Signed on behalf of the Chief Officer

by . . .

in the presence of

this 11<sup>th</sup> day of March 2022

Signed on behalf of The Jersey New Waterworks Company Limited

by . . . . .

in the presence of

this 03 day of 03-Mar-2022 | 14:29 GMT