

# *In the Royal Court of Jersey*

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**Samedi Division**

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**In the year two thousand and nineteen, the seventeenth day of April.**

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, Ports of Jersey Limited and Roberts Garages Limited in relation to the development of land adjacent to L'Avenue de le Commune, St Peter, be registered in the Public Registry of this Island.



Greffier Substitute

LOD

Reg. Pub.

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

relating to the development of Land adjacent to L'Avenue de la Commune, St. Peter, JE3  
7ZR

Dated

17<sup>th</sup> April

2019

The Chief Officer for the Environment (1)

Ports of Jersey Limited (2)

Roberts Garages Limited (3)

DATE

17<sup>th</sup> April

2019

**PARTIES**

- (1) The Chief Officer for the Environment, of States Offices, La Motte Street, St Helier, Jersey ("the **Chief Officer**")
- (2) Ports of Jersey Limited (Co Reg. 119501) of Jersey Airport St Peter Jersey JE1 1BY ("the **Owner**")
- (3) Roberts Garages Limited (Co Reg. 15450) of Springfield Road St Helier Jersey JE2 4LE ("the **Applicant**")

**RECITALS**

- 1 The Owner warrants that it is the owner in perpetuity (*à fin d'héritage*) of the Site in accordance with the title details set out in the First Schedule.
- 2 The Applicant has submitted the Application in respect of the Site.
- 3 The Applicant intends to enter into a 25 year lease for the Site with the Owner to be passed before the Royal Court of Jersey once certain conditions are met, including that planning permission for the Development is granted.
- 4 Having regard to the purposes of the Law 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.
- 5 The parties have agreed to enter into this Agreement in order to secure the planning obligations contained herein.
- 6 The parties acknowledge that this Agreement is legally binding.
- 7 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
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<b>"Application"</b>		the application for planning permission in respect of the Site and described as "Redevelopment of car sales and service station site to provide: fuel filling station; car washing facilities and plant room; vehicle workshop; customer parking and associated landscaping. Alter vehicular access onto L'Avenue de la Commune" and given the reference P/2018/1268
<b>"Chief Officer"</b>		the person appointed from time to time as the chief executive officer (or equivalent) of the administration of the States 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 Permit or any subsequent planning permission for the Development begins to be carried out, and "Commence" and "Commenced" shall be construed accordingly
<b>"Development"</b>		the development of the Site in accordance with the Planning Permit
<b>"Footpath Plan"</b>		the plan contained in Part 2 of the Second Schedule to this Agreement with reference drawing WPS-MRH-246-L-01 showing the Pedestrian Footway Strip
<b>"GST"</b>		goods and services tax or GST under the Goods and Services Tax (Jersey) Law 2007
<b>"Index"</b>		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>		interest at three per cent (3%) above the base lending rate of the HSBC Bank Plc from time to time
<b>"Island Plan 2011"</b>		the States of Jersey Island Plan, 2011 (as amended from time to time)



<b>"Law"</b>		the Planning and Building (Jersey) Law 2002
<b>"Occupation" "Occupy" and "Occupied"</b>		occupation for the purposes permitted by the Planning Permit but not including occupation by personnel engaged in demolition, construction, decontamination, surveying, surfacing, fitting out or decoration or occupation for marketing or display or occupation in relation to security operations
<b>"Pedestrian and Cycle Access Contribution"</b>		the sum of thirty thousand five hundred and fifty nine pounds (£30,559) to be paid by the Applicant to the Treasurer of the States to be applied by the Minister for Infrastructure of the States of Jersey for (i) the purposes of improved pedestrian and cycle access between the Site and Les Ormes via Rue Carrée and (ii) pedestrian improvements between the Site and the central pedestrian refuge north of Pont du Val
<b>"Pedestrian Footway Strip"</b>		the strip of land shown for the purpose of identification only coloured brown on the Footpath Plan
<b>"Pedestrian Footway Works"</b>		the works described in the Specification as are necessary to create a pedestrian footway with kerb alterations on that part of the Site that is adjacent to L'Avenue De La Commune as part of the Development as shown on the Footpath Plan (and allowing, for the avoidance of doubt, for the provision of vehicular entrances to the Site)
<b>"Plan"</b>		the plan contained in Part One of the Second Schedule to this Agreement
<b>"Planning Permit"</b>		the planning permission for the Development as applied for and described in the Application (P/2018/1268) a copy of which is attached at the Third Schedule and references to the Planning Permit include where the context permits any variations to the said planning permission from time to time
<b>"Royal Court"</b>		the Royal Court of the Island of Jersey

<b>"Site"</b>		Land adjacent to L'Avenue de la Commune, St. Peter, JE3 7ZR identified by a thick black edging on the Plan upon which the Development is to be carried out
<b>"Specification"</b>		the specification detailing the Pedestrian Footway Works attached as the Sixth Schedule.

## 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 Chief Officer the successors to his statutory functions.
- 2.7 This Agreement shall be construed so as to give effect to the purpose of the Law.
- 2.8 Reference to the "parties" is a reference to the Chief Officer, the Owner and the Applicant, and a "party" means any one of them.

## 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 and the Applicant under this Agreement create planning obligations pursuant to Article 25 of the Law and are enforceable by the Chief Officer against the Owner.

#### **4 EFFECTIVE DATE**

This Agreement is conditional upon:

4.1 the grant of the Planning Permit (and if relevant the grant of such Planning Permit becoming effective in accordance with Article 19(8) of the Law); and

4.2 the Commencement of the Development

save for the provisions of Clauses 10, 13 and 15, and Paragraph 1 of the Fourth Schedule which shall come into effect immediately upon the date which this Agreement has been recorded as registered in the Public Registry of Contracts of the Royal Court as evidenced by an Act of the said Court.

#### **5 OWNER AND APPLICANT COVENANTS**

The Owner and Applicant 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 Owner and Applicant and any person claiming or deriving title through or under the Owner to the Site or any part or parts thereof.

#### **6 CHIEF OFFICER COVENANTS**

The Chief Officer covenants with the Owner and the Applicant as set out in the Fifth Schedule.

#### **7 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.

#### **8 MISCELLANEOUS**

- 8.1 Where the agreement, approval, consent or expression of satisfaction is required by the Owner and/or the Applicant 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 at Planning and Building Services, La Motte Street St Helier Jersey or as otherwise notified by the Chief Officer to the Owner and the Applicant for the purpose by notice in writing.
- 8.2 Any notices on the Owner and/or the Applicant 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 relevant party 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 Permit shall be quashed, cancelled, revoked or otherwise withdrawn or (without the consent of the Owner and Applicant) 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.
- 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 Site 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 Site in accordance with a planning permission (other than the Planning Permit) granted (whether or not on appeal) after the date of this Agreement.
- 8.7 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 and/or the Applicant in favour of the Chief Officer under this Agreement are in addition to any of the Chief Officer's statutory powers under the Law.
- 8.8 Nothing contained herein shall be construed as obviating the need for the Owner and/or the Applicant 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.
- 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 Neither the Owner nor the Applicant shall 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 Site occurring before all the obligations under this Agreement have been discharged.

## **11 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.

## **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 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 payment 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 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**

By virtue of the Air and Sea Ports Incorporation (Transfer) (Jersey) Regulations 2015 the Owner is the owner of all that immoveable property described at Part 2 Item 8 of the Schedule to the said Regulations 2015 as La Ferme des Marais.

SECOND SCHEDULE

PART ONE

**The Plan**

1055016/0070/J14421049v1

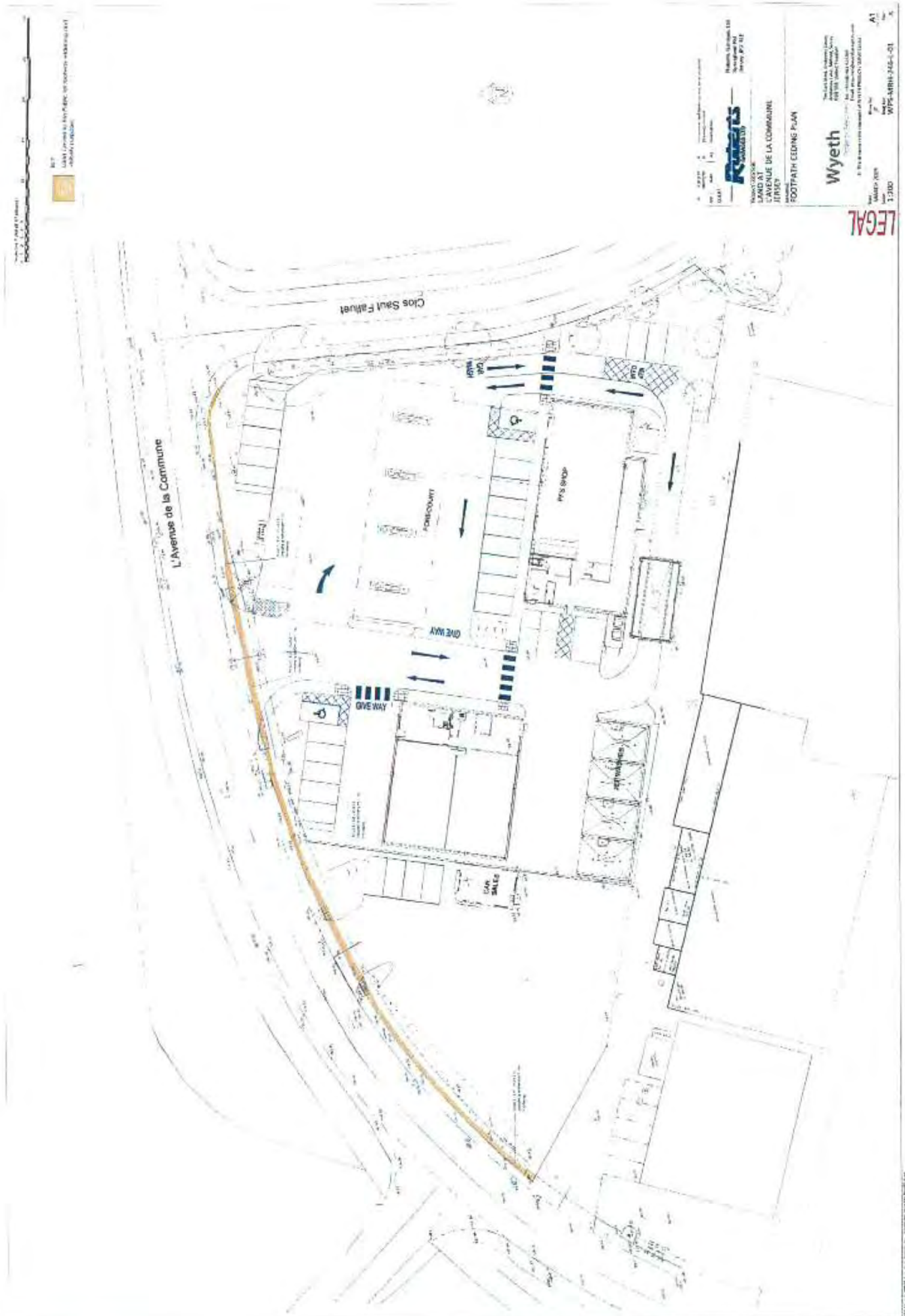




SECOND SCHEDULE

PART TWO

**The Footpath Plan**



## THIRD SCHEDULE

**The Planning Permit**

# Decision Notice



PLANNING AND BUILDING (JERSEY) LAW 2002

Planning Application Number P/2018/1268

## DRAFT PLANNING PERMISSION

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:

Redevelopment of car sales and service station site to provide: fuel filling station; car washing facilities and plant room; vehicle workshop; customer parking and associated landscaping. Alter vehicular access onto L'Avenue de la Commune.

### To be carried out at:

Land off of, L'Avenue de la Commune, St. Peter, JE3 7ZR.

### INFORMATIVES:

Given comments received during the assessment of the application, the States of Jersey recommends that the applicant should refer to the guidance on the type of information to be provided in a Demolition/Construction Environmental Management Plan (D/CEMP) which can be found online at:

<http://www.gov.je/industry/construction/pages/constructionsite.aspx>

Given comments received during the assessment of the application, the States of Jersey recommends that the applicant should refer to the guidance on The Control of Dust and Emissions from Construction and Demolition, which can be found online at:

[http://www.london.gov.uk/thelondonplan/guides/bpg/bpg\\_04.jsp](http://www.london.gov.uk/thelondonplan/guides/bpg/bpg_04.jsp)

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Given comments received during the assessment of the application, the States of Jersey recommends that the applicant should refer to the guidance contained in the document 'Guidelines on Noise Control for Construction Sites' which is available online at <http://www.gov.je/Industry/Construction/Pages/ConstructionSite.aspx> and 'British Standard BS5228:2009 Code of Practice for Noise and Vibration Control on Construction and Open Sites'.

Given comments received during the assessment of the application, the States of Jersey recommends that the applicant should 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:

The proposed development is considered to be acceptable having due regard all of the material considerations raised. In particular, the development has been assessed against Policies SP 1; SP 2; SP 3 SP 4; SP 5; SP 7; GD 1; GD 4; GD 6; GD 7; E 1; HE 1; ER 2; TT 4; TT 8; LWM 2 and LWM 3 of the Adopted Island Plan 2011 (Revised 2014) in which the re-development of the site for commercial development is acceptable in this sustainable location; the site can be suitably drained and accessed and the development can be provided without adversely impacting on the amenities of neighbouring properties or on the character and appearance of the area generally.

In addition, the representations raised to the scheme on the grounds of no site notices have been displayed in any visible areas; issues of land ownership in respect of the land immediately to the north of properties and noise, proximity to adjoining businesses and increased traffic generation have been assessed.

However, it is considered that the proposal accords with the relevant policies of the Adopted 2011 Island Plan (Revised 2014) in that it does not have an unreasonable impact on the existing residential character in this location, the design is acceptable given the context of the area and the development will not impact on traffic safety.

This application has been the subject of 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.

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Planning Application Number P/2018/1268

**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. Before any superstructure development first commences on site, full sample details of all the external materials to be used in the construction of the new development shall be submitted to and approved in writing by the Department of the Environment. The approved scheme shall be implemented in full and shall be retained and maintained as such.
2. No part of the development hereby approved shall be occupied until the means of vehicular access and car parking areas as indicated on the approved plans have been wholly constructed in accordance with the approved plans and shall thereafter be retained as such.
3. 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 customers of the development and retained as such.
4. No part of the development hereby approved shall be occupied until the 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 customers of the development.
5. Prior to the development being brought into first use, visibility splays shall be laid out and constructed in accordance with the approved plans. The visibility splays shall then be retained thereafter.
6. No part of the development hereby permitted shall be begun until a scheme of landscaping has been submitted to and approved in writing by the Department of the Environment. 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)

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## PLANNING AND BUILDING (JERSEY) LAW 2002

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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 as such.

7. No part of the development hereby approved shall be occupied until the levels of potential contaminants in the ground have been investigated, any risks to human health or the wider environment assessed and mitigation measures proposed in a remediation strategy to be submitted to and approved in writing by the Department of the Environment. The approved remediation strategy shall be implemented in full, in accordance with the requirements of Supplementary Planning Guidance Planning Advice Note 2 - Development of Potentially Contaminated Land, as amended. Any changes to the strategy require the express written consent of the Department of the Environment prior to the work being carried out.

8. No part of the development hereby approved shall be occupied until a completion report and contaminated land completion certificate demonstrating completion of the works and the effectiveness of any remediation set out in the approved scheme, is submitted to and approved in writing by the Department of the Environment. Where required by the Department the completion report shall also include a plan for longer-term monitoring of pollutant linkages, maintenance and arrangements for contingency action and for the reporting of this to the Department.

9. Prior to commencement of the development hereby approved, a Demolition/Construction Environmental Management Plan shall be submitted to and approved by the Department of the Environment. The Demolition/Construction Environmental Management Plan shall be thereafter implemented in full until the completion of the development and any variations agreed in writing by the Department 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. A demonstration of compliance with best practice in controlling, monitoring, recording and reporting on any emissions to the environment (such as noise and vibration, air, land and water pollution);

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;

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## PLANNING AND BUILDING (JERSEY) LAW 2002

Planning Application Number P/2018/1268

D. Specified hours of working;

10. The site shall not be open outside the following hours of operation:

Forecourt - 6am to 10pm - Monday to Sunday

Car Wash and Jet Washes - 8am to 8pm - Monday to Sunday

Workshop - 8am to 6.30pm - Monday to Saturday, with no working on Sundays or Public Holidays.

11. Unless otherwise agreed in writing with the Dept of Environment prior to their first installation, the car wash shall be fitted with automatic, soundproof doors which shall be closed during the operation of the washing and drying cycle, precise details of which shall be submitted to and approved by the Dept prior to their first installation and thereafter retained as such.

### Reason(s):

1. To safeguard the character and appearance of the area and in accordance with the requirements of Policies GD 1 and GD 7 of the Adopted Island Plan 2011 (Revised 2014).
2. In the interests of highway safety, in accordance with Policy GD 1 of the Adopted Island Plan 2011 (Revised 2014).
3. In the interests of promoting sustainable patterns of development, in accordance with Policies TT 4 and SP 6 of the Adopted Island Plan 2011 (Revised 2014).
4. In the interests of promoting sustainable patterns of development, in accordance with Policies TT9 and SP6 of the Adopted Island Plan 2011 (Revised 2014).
5. In the interests of highway safety, in accordance with Policy GD1 of the Adopted Island Plan 2011 (Revised 2014).
6. 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).
7. To ensure the development does not have an adverse impact on public health or the wider environment, in accordance with Policies GD1 and GD6 of the Adopted Island Plan 2011 (Revised 2014).
8. To ensure the development does not have an adverse impact on public

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## PLANNING AND BUILDING (JERSEY) LAW 2002

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health or the wider environment, in accordance with Policies GD1 and GD6 of the Adopted Island Plan 2011 (Revised 2014).

9. To ensure the development does not have an adverse impact on public health or the wider environment, in accordance with Policies GD1, GD6 and WM1 of the Adopted Island Plan 2011 (Revised 2014).

10. To protect the amenities of occupiers of neighbouring properties, in accordance with Policy GD1 of the Adopted Island Plan 2011 (Revised 2014).

11. To protect the amenities of occupiers of neighbouring properties, 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 plans have been approved:

Location Plan

Cover Letter

Proposed Redevelopment Block & Location Plan 246-P-01

Proposed Redevelopment Existing Site Plan 246-P-02

Proposed Redevelopment Existing Site Elevations. 246-P-03

Proposed Redevelopment Site Finishes Plan. 246-P-05

Proposed Redevelopment PFS Building Plans & Elevations 246-P-06

Proposed Redevelopment Workshop Building Plans & Elevations 246-P-06

Proposed Redevelopment Site Sections & Elevations. 246-P-08

Phase 11 Environmental Risk Assessment

Controlled Waters Detailed Quantitative Risk Assessment.

Contaminated Land Report

Environmental Site Assessment

Remedial Method Statement & Sampling Analysis Plan.

Transport Statement

Retail Impact Assessment.

Noise Impact Assessment

Site Waste Management Plan

Planning, Design & Access Statement

Existing Site Photos.

Site Perspective Views P-09A

Eye Level Site Views P-10

Heritage Impact Assessment

DECISION DATE: 20/12/2018

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PLANNING AND BUILDING (JERSEY) LAW 2002

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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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## FOURTH SCHEDULE

**The Owner and Applicant Covenants with the Chief Officer**

The Owner and Applicant covenant, agree and undertake:

**COMMENCEMENT**

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

**CYCLEWAY CONTRIBUTION**

- 2 To pay the **Pedestrian and Cycle Access Contribution** to the Treasurer of the States prior to the Occupation of any part of the Development.
- 3 Not to Occupy any part of the Development until such time as the **Pedestrian and Cycle Access Contribution** has been paid to the Treasurer of the States.

**FOOTWAY**

- 4 To carry out and complete the Pedestrian Footway Works prior to the Occupation of any part of the Development.
- 5 Not to Occupy any part of the Development until such time as the Pedestrian Footway Works have been carried out and completed and the Chief Officer has been notified to that effect.
- 6 On completion of the Pedestrian Footway Works to provide to or procure for the Chief Officer such sets of as built plans in such media format as the Chief Officer reasonably requires and other information reasonably required by the Chief Officer plus a further copy for the Infrastructure Minister (for land survey and tying into the island co-ordinate system).
- 7 Following completion of the Pedestrian Footway Works and on the condition that the Pedestrian Footway Strip will thereafter be incorporated within and form part of the Grande Route known as L'Avenue de la Commune the Owner shall cede and transfer and the Public shall take conveyance of the Pedestrian Footway Strip free of all charges and encumbrances by contract to be passed before the Royal Court (to which contract the Applicant shall be party) in such manner and time so as to ensure the Public complies with Standing Orders of the States, the Owner or the Applicant paying the proper and reasonable costs of the Public of and incidental to the said transfer including all and any reasonable legal and professional costs (up to a maximum sum of £2,500 unless the matter becomes unduly protracted or complicated). The parties to such contract shall use all reasonable endeavours to pass the contract before the Royal Court within 8 weeks following completion of the Pedestrian Footway Works.

- 8 The Applicant and/or the Owner shall be entitled to restrict public access to the Pedestrian Footway Strip and the adjacent public pavement while the Pedestrian Footway Works are being carried out and until such time as the contract referred to in Clause 7 has been passed.



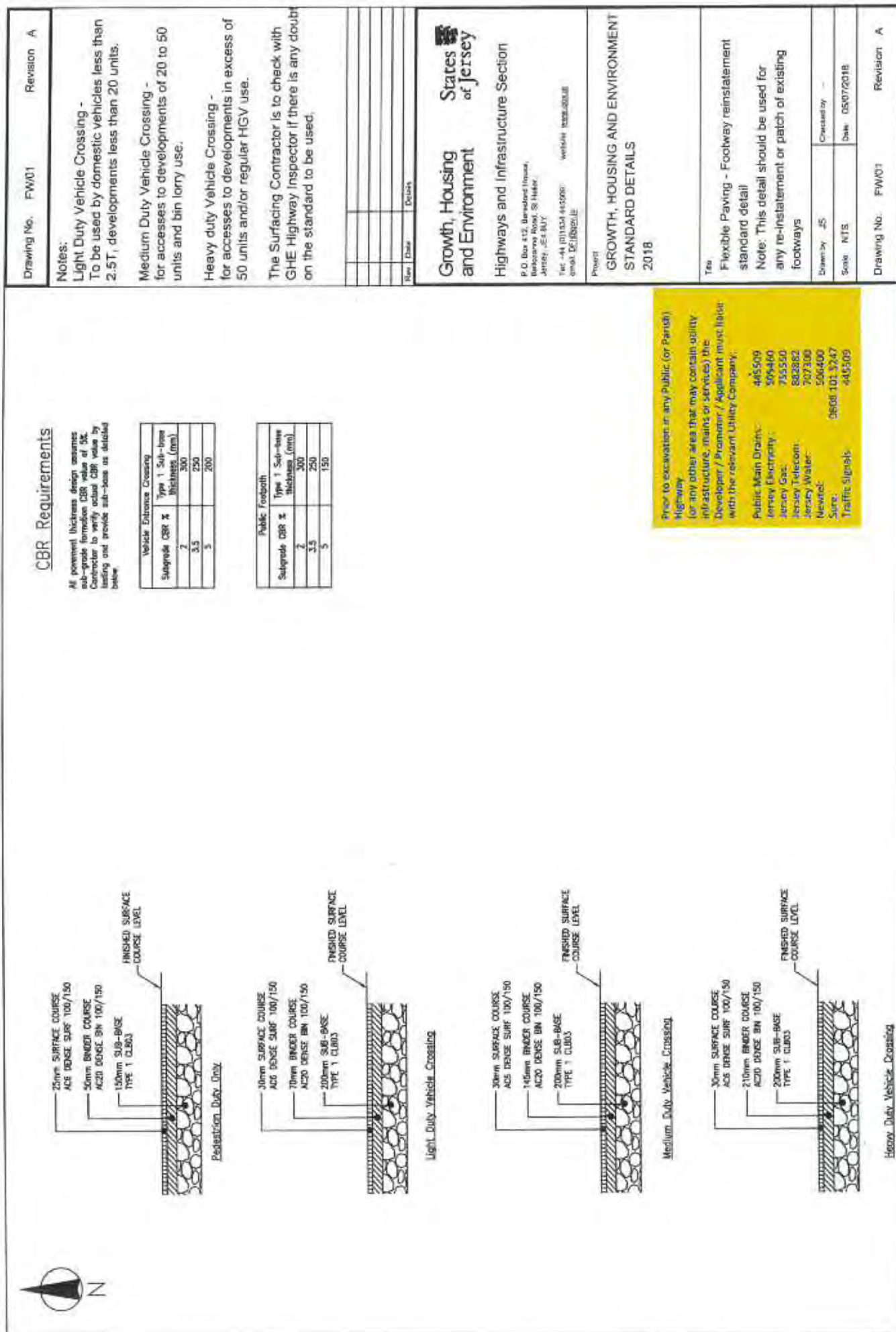
## **FIFTH SCHEDULE**

### **Chief Officer's Covenants**

1. The Chief Officer hereby covenants with the Owner and the Applicant to use all sums received by the Treasurer of the States 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 and the Applicant that he will procure or arrange that the Treasurer of the States will repay such amount of any payment made to the Treasurer of the States under this Agreement to the party which has paid it 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.
3. The Chief Officer covenants and agrees with the Owner and the Applicant to procure the participation of the Public in the contract referred to in Clause 7 of the Fourth Schedule.

SIXTH SCHEDULE  
PEDESTRIAN FOOTWAY SPECIFICATION

1055016/0070/114421049v1



SPECIFICATION FOR ASPHALT PATCHES AND PANELS IN THE PUBLIC HIGHWAY

Rev.-

STATES OF JERSEY  
HIGHWAY MAINTENANCE**SPECIFICATION FOR ASPHALT PATCHES AND  
PANELS IN THE PUBLIC HIGHWAY**

Growth, Housing and Environment  
PO Box 412  
Beresford House  
Bellozanne Road  
ST HELIER  
Jersey  
JE4 8UY

Tel: 01534 445509  
Email: [DFI@gov.je](mailto:DFI@gov.je)

February 2019



## SPECIFICATION FOR ASPHALT PATCHES AND PANELS IN THE PUBLIC HIGHWAY

Rev.-

**APPENDIX 0/0**      **Specification for Highway Works**

Unless stated within this document or the States of Jersey "Specification for the Reinstatement of Openings in Main Roads" inclusive of July 2018 issues of drawings FW01, FW02 & FW03, the Manual of Contract Documents for Highway Works (MCHW) Volumes 1, 2 & 3 published by UK Department for Transport shall apply.

A copy of the Manual of Contract Documents for Highway Works can be viewed on the Department for Transport website.

<http://www.standardsforhighways.co.uk/ha/standards/>

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**APPENDIX 0/1: CONTRACT-SPECIFIC ADDITIONAL, SUBSTITUTE AND CANCELLED CLAUSES, TABLES AND FIGURES INCLUDED IN THE CONTRACT****Substitute Clauses, Tables and Figures****Clause 906SR Dense Base and Binder Course Asphalt Concrete (Recipe Mixtures)**

- 1 Dense base and binder course asphalt concrete (formerly macadam) recipe mixtures shall be asphalt concrete conforming to BS EN 13108-1, the detailed requirements from BSI PD 6691 Annex B and requirements specified in Appendix 7/1. The mixture designation shall be AC 20 dense bin.
- 2 A method of compaction shall be adopted and detailed in a suitable quality plan so as to ensure that the void content of the finished mat conforms to the required limits on void content. The equipment and techniques selected to achieve this level of compaction shall conform to BS 594987:2010
- 3 Rolling shall be undertaken in such a way as to achieve the correct surface profile and finish and the required degree of compaction.
- 4 Laying of asphalt shall not commence until the rollers and their operators are at the place of laying and ready to commence compaction. The asphalt shall be compacted as soon as rolling can be undertaken without causing undue displacement or surface cracking of the asphalt.
- 5 Compaction shall be such that there are no distinct roller marks left on the surface. Rollers shall not be allowed to stand on compacted asphalt that is still warm enough to result in indentation.

**Compaction Control for Permanent Works**

- 6 For the material from each mixing plant, a pair of cores shall be taken by the *Contractor* from the wheel-tracks every shift and the void content shall be determined in accordance with BS 594987:2010, clause 9.5.1.3. The average in situ air voids for each core pair shall not exceed 8%.
- 7 Compaction shall be continuously assessed by the *Supervisor* and the *Contractor* using an indirect density gauge in accordance with BS 594987 9.4.2 with readings taken at 20m intervals in alternate wheel-tracks. Gauge readings shall also be taken at each wheel track core location specified above. Each gauge shall be individually calibrated on each mixture from each mixing plant and the calibrations shall be continually checked and updated based on correlations between gauge readings and core densities at the same locations.
- 8 In the event that core pairs identify non-conformity then the *Supervisor* will undertake density readings with indirect gauges and, if necessary, they will instruct the *Contractor* to undertake further cores to establish the extent. If it is necessary to remove and replace any material to restore conformity, this shall be in lengths not less than 15 m unless otherwise agreed by the Highway authority.
- 9 The *Contractor* shall supply the *Supervisor* with a weekly record of maximum density measurements which will be used to determine the in situ void content for each Indirect Density Gauge test location. The in situ void content shall be determined in accordance with BS EN 12697-8 using the bulk density from the gauge reading and a maximum density taken from the mixture supplied by the *Contractor*.
- 10 The *Contractor* is not required to undertake independent Indirect Density Gauge testing.

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However, in the event that the Contractor decides to undertake Indirect Density Gauge testing in order to verify the testing undertaken by the *Supervisor* all testing shall be in accordance with BS 594987 9.4.2. The *Contractor's* gauge shall be individually calibrated on each mixture from each mixing plant and the calibrations shall be continually checked and updated based on correlations between the *Supervisor's* and the *Contractor's* gauge readings. Both gauges shall also be calibrated based on core densities at the same locations. The *Supervisor* will only accept Indirect Density Gauge test readings from the *Contractor* following approval of a correlation between the *Contractor's* gauge(s) and the gauge(s) used by the *Supervisor*.

- 11 The average in situ void content calculated by the *Supervisor* from any six consecutive indirect gauge readings shall not exceed 8%. In the event of a failure to meet the requirements, the *Highway authority* shall instruct the *Contractor* to extract cores at each location and void contents shall be determined in accordance with BS594987, clause 9.5.1.3. The *Contractor* shall supply the air void results within 5 days of being instructed to undertake the additional coring. The evaluation of the extent of the non-conformity will be undertaken by the *Supervisor* and these findings will be provided to the *Contractor* within 5 days of receiving the air void test data. If it is necessary to remove and replace any material to restore conformity this shall be in lengths not less than 15 m unless otherwise agreed by the *Highway authority*.
- 12 If the pavement layers being installed exceed the penetration depth of the Indirect Density Gauge(s) then each core extracted shall be examined by the *Supervisor* for evidence of excessive voids below the depth to which the indirect density gauge(s) penetrates. If excessive voids are observed, the *Highway authority* will instruct the *Contractor* to undertake further cores to determine its extent.

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**APPENDIX 0/2: CONTRACT-SPECIFIC MINOR ALTERATIONS TO EXISTING CLAUSES, TABLES AND FIGURES INCLUDED IN THE CONTRACT**

Clause No.	Alterations to be made
<b>706.3</b>	Delete sentence 3 and replace with the following:- All Asphalts shall be cut back by sawing to 150mm on each side of any excavation following the reinstatement of the binder course layer and prior to laying the surface course.
<b>706.7</b>	Delete sentence 7 and replace with the following:- Immediately before bituminous layers are laid or reinstated, the edges of the existing material shall be cleaned of all loose material and be coated with an appropriate hot bituminous binder, or equivalent treatment approved by the <i>Highway Authority</i> .



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**APPENDIX 1/17: TRAFFIC SAFETY AND MANAGEMENT****Streetworks**

Permissions to work on the States of Jersey highway network and relevant traffic and pedestrian management proposals are to be agreed by the *Contractor* with the Streetworks section of Growth, Housing and Environment.

A Streetworks permit will be assigned to the *Contractor* by the promoter a minimum of 2 weeks prior to the *starting date*. The *Contractor* must manage the permit to the requirements of the Road Works and Events (Jersey) Law 2016.

Information regarding planned and proposed Streetworks can be obtained from: Streetworks Manager, Growth, Housing and Environment, PO Box 412, Beresford House, Bellozanne Road, St. Helier, JE4 8UY (Tel: 01534 448256 / 07797795539)

**Working hours**

The working hours are to be agreed by the *Contractor*. Working hours must comply with the requirements of the Department of the Environment who control noise and nuisances on construction sites.

Department of the Environment, Environmental Health Section, Maison Le Pape, The Parade, St Helier, Jersey, JE2 3PU

Tel: 01534 445808 / Email: [environmentalhealth@gov.je](mailto:environmentalhealth@gov.je)

Further guidance can be found on their website;

<https://www.gov.je/Industry/Construction/Pages/ConstructionSite.aspx>

Notwithstanding his obligations under the Conditions of Contract, the *Contractor* shall provide the *works* in accordance with the Statutory Nuisances (Jersey) Law 1999 and so as they cause the minimum of nuisance and inconvenience to the general public and to the owners and occupiers of property.

**APPENDIX 1/23: RISKS TO HEALTH AND SAFETY**

The Contractor complies with the requirements of the Health and Safety at Work (Jersey) Law 1989, the Health and Safety (Management in Construction) (Jersey) Regulations 2016 and all other Regulations and Approved Codes of Practice (ACoPs) issued by the States of Jersey Health and Safety Inspectorate (HSI).

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## APPENDIX 7/1: PERMITTED PAVEMENT OPTIONS

Table 7/1 Requirements for Construction Materials			
Material	Clause	Description	Requirement
Surface Course	1105	Dense asphalt concrete surface course (Recipe Mixture)	<p>Mixture designation: AC6 dense surf (Red or Black)</p> <p>Hand Laid 100/150 rec.</p> <p>Minimum PSV: <b>48</b></p> <p>Nominal layer thickness: 20-30 mm</p> <p>Minimum layer thickness: 15 mm</p>
Surface Course	912	Close graded asphalt concrete surface course (Recipe Mixture)	<p>Mixture designation: AC10 close surf (Black)</p> <p>Hand Laid 70/100 rec.</p> <p>Machine Laid 40/60 rec.</p> <p>Minimum PSV: <b>48</b></p> <p>Nominal layer thickness: 30-40 mm</p> <p>Minimum layer thickness: 25 mm</p>
Surface Course	912	Close graded asphalt concrete surface course (Recipe Mixture)	<p>Mixture designation: AC14 close surf (Black)</p> <p>Hand Laid 70/100 rec.</p> <p>Machine Laid 40/60 rec.</p> <p>Minimum PSV: <b>48</b></p> <p>Nominal layer thickness: 40-55 mm</p> <p>Minimum layer thickness: 35 mm</p>

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Table 7/1 Requirements for Construction Materials			
Binder Course	906	Binder Course Asphalt Concrete (Recipe Mixture)	Mixture designation: AC20 dense bin (Black)  Hand Laid 70/100 rec.  Machine Laid 40/60 rec.  Nominal layer thickness: 50-100 mm  Minimum layer thickness: 40 mm

**General Notes**

Any deviation from the material specifications in "Table 7/1 Requirements for Construction Materials" must be agreed in advance with the relevant Highway Authority.

Upon request, copies of the weight ticket with batch number must be provided to the highway authority for each load of asphalt used in the *Works*.

**Material Temperature**

Minimum material temperature on arrival to site: 130°C.

Minimum material temperature immediately prior to compaction: 100°C.

**Material Conformity**

Material shall conform to BSEN 13108-1 and the detailed requirements of PD6691 Annex B

**Installation**

Materials shall be installed in accordance with BS594987:2015

**Vehicles Running on Temporary Surfaces**

No running on a temporary planed surface will be allowed without approval from the highway authority.

The surface of temporary ramps shall slope at not greater than 1 in 10 relative to the longitudinal gradient other than for pedestrian areas where the slope shall be no greater than 1 in 5. The *Contractor* shall reduce the gradient for pedestrian areas if there is a likelihood of the works being traversed by wheelchairs.

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**APPENDIX 7/2: EXCAVATION, TRIMMING AND REINSTATMENT OF EXISTING SURFACES.****1.0 General**

- 1.0 Edges of existing surface course abutting new construction must be formed by a vertical saw cut.
- 1.1 Preparation of pavements shall be in accordance with Specification for Highway Works Clause 946.3

**APPENDIX 7/4: BOND COATS, TACK COATS & OTHER BITUMINOUS SPRAYS****1.0 General**

- 1.1 A bituminous bond coat is required on all existing and milled surfaces immediately prior to the placing of asphalt inlay. Vertical faces of longitudinal joints with existing surfacing, kerb faces and ironwork must all have bond coat applied in accordance with Specification for Highway Works Clause 920.6.
- 1.2 Before application, the area shall be cleared of all debris and detritus and then be thoroughly brushed clean. The surface shall be free of all loose material and standing water in accordance with Specification for Highway Works Clause 920.6.
- 1.3 Bond Coat requirements;
- |                 |   |
|-----------------|---|
| Type of Binder: | Bitumen emulsion to BS EN 13808           |
| Binder Grade:   | C40 B 4 or C40 BF4                        |
| Rate of Spread: | 0.35 kg/m <sup>2</sup> of residual binder |

**APPENDIX 7/9: COLD-MILLING (PLANING) OF BITUMINOUS BOUND FLEXIBLE PAVEMENT****1.0 General**

- 1.1 All cold milling operations are to be in accordance with Specification for Highway Works Clause 709.

**APPENDIX 8/1: ROAD PAVEMENTS - UNBOUND****1.0 General**

- 1.1 Type 1 sub-base material is to be in accordance with Specification for Highway Works Clause 803.
- 1.2 Laying and compaction of Type 1 sub-base material is to be in accordance with Specification for Highway Works Clause 802.



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**APPENDIX 11/1: KERBS, FOOTWAYS AND PAVED AREAS****1.0 Footways and Paved Areas - Flexible surfacing for footways****Asphalt**

- 1.1 Flexible asphalt surfacing for footways and paved areas shall be made and laid in accordance with Specification for Highway Works Clause 1105.
- 1.2 Aggregates shall be crushed igneous rock.
- 1.3 Footway surface course material is to be in accordance with Specification for Highway Works Clause 909.
- 1.4 Footway binder course material is to be in accordance with Specification for Highway Works Clause 906.

Signed on

Name and Position

PETER LE GRESLEY (DIRECTOR)

in the presence of

Name and Position

CHRISTOPHER JONES (PLANNING OFFICER)

this

17<sup>th</sup>

day of

April

2019

Signed on behalf of Ports of Jersey limited

Name and Position

ANDREW BASTONER / CFO

in the presence of

Name and Position

PAUL GRIFIN / GPM

this

10

day of

April

2019

Signed on behalf of Roberts Garages Limited

Name and Position

RICKY DAVEY - MANAGING DIRECTOR

in the presence of

Name and Position

DINIS FERNANDES - OPERATION MANAGER

this

11

day of

APRIL

2019