



Supplementary Planning Guidance document: Advice Note

Planning Obligation Agreements

March 2017 – Draft for Consultation

Contents

About Supplementary Planning Guidance	2
Status of this Guidance	2
Introduction	3
What is this Guidance for?	3
What are Planning Obligation Agreements?	4
When is the use of a POA appropriate?	5
Pre-Application Advice	6
The Planning Application Process	7
Financial Contributions	8
Identifying when a POA is required and what its value may be	9
Other useful things to consider	9
Appendix 1: POAs and the Revised 2011 Island Plan Policies	11
Appendix 2: Travel and Transport Indicative Costs	16
Appendix 3: Bus Service Subsidy Calculation	21

Planning Obligation Agreements

About Supplementary Planning Guidance

About supplementary planning guidance

The Department may publish guidelines and policies (supplementary planning guidance) in respect of; development generally; any class of development; the development of any area of land; or the development of a specified site.

Supplementary planning guidance may cover a range of issues, both thematic and site specific, and provides further detail about either, policies and proposals in the Island Plan, or other issues relevant to the planning process. It can also be used to provide information about how the planning system operates.

Where relevant, supplementary planning guidance will be taken into account, as a material consideration, in making decisions.

- Supplementary planning guidance is issued in a number of different forms including:
- **Advice notes**, which offer more detailed information and guidance about the ways in which Island Plan policies are likely to be operated, interpreted and applied in decision making;
- **Policy notes**, which can be issued by the Minister, following consultation with key stakeholders, in-between reviews of the Island Plan, to supplement and complement the existing planning policy framework;
- **Masterplans, development frameworks and planning briefs** provide more detailed information and guidance about the development of specific sites and areas of the Island; and
- **Practice notes**, which aim to provide information about how the planning system's protocols and procedures operate.

The current supplementary planning guidance is listed and can be viewed on the States of Jersey website at www.gov.je/planningguidance.

Hard copies of all supplementary planning guidance can be obtained from Planning and Building Services, Department of the Environment, South Hill, St Helier, JE2 4US, telephone: 01534 445508 email: planning@gov.je

Status of this Guidance

This supplementary planning guidance has been prepared in the context of the Revised 2011 Island Plan and has been issued as a draft for consultation. Only after this period of consultation will the Minister for Environment consider its adoption, and only at such time would it become a material consideration in determining planning applications.

Once adopted, this document will supersede Practice Note 13: The Use of Planning Obligations (2008).

Planning Obligation Agreements

Introduction

Well planned development can deliver great benefit to the Island by providing the homes, work places and facilities that we need to support and maintain the local economy. However, new development can also burden the community with implications and costs as a result of the demands on infrastructure that it might generate. Planning Obligation Agreements (POAs) are a tool that is available as part of the planning system to ensure that when it is necessary, the development bears an appropriate part of that burden.

POAs are legal agreements between the Minister for the Environment (or, as the case may be, the Chief Officer) and a landowner/developer, or other parties with a direct interest in development. They are most often used to secure the direct provision of [and/or funding for] additional infrastructure, facilities or services that will be needed as a result of development. They may also agree terms to support the implementation and long-term management of a development, in a way that meets the objectives of the Island Plan and to ensure that suitable protection and enhancements to our environment and standard of community facilities will be provided, when necessary.

Development anywhere in the Island may have an impact on the local community and the Minister would like to ensure that new development within the Town of St Helier and other Built-up Areas ⁽¹⁾ in particular, makes a contribution to public infrastructure and amenities. This will help to ensure that essential infrastructure is provided and these areas can continue to absorb a higher density of new development, thus allowing us to continue to protect our coast and countryside from development, without compromising the highest standards of public spaces, transport and other important infrastructure.

Planning Obligation Agreements were first introduced in Jersey in 2002 ⁽²⁾, as a mechanism to secure affordable housing and other infrastructure, as a consequence of the new policies in the Jersey Island Plan 2002. Since then, over 120 POAs have been registered in the Royal Court ⁽³⁾, and the Island Plan has been through two revisions. The number of POAs registered annually is steadily increasing and the Minister is committed to ensuring that these powers are used fairly, reasonably and proportionately and that all requirements within a POA are directly related to the proposed development.

What is this Guidance for?

This guidance **does not** introduce any new policy requirements but simply serves to outline that which is already approved and exists in the Revised 2011 Island Plan; it aims to improve transparency and consistency, clarifying what, when and why a POA may be required.

The main purposes of this guidance are to:

- bring the published guidance in-line with the current Revised 2011 Island Plan requirements;
- provide clarity on when a POA may be considered appropriate;
- provide clarity on the administrative process that surrounds POAs;

1 Revised 2011 Island Plan Zoning Map. Approved by the States of Jersey, July 17 2014, (P.37/2014) as amended.

2 Article 10, Island Planning (Jersey) Law 1964

3 Number as of January 2017

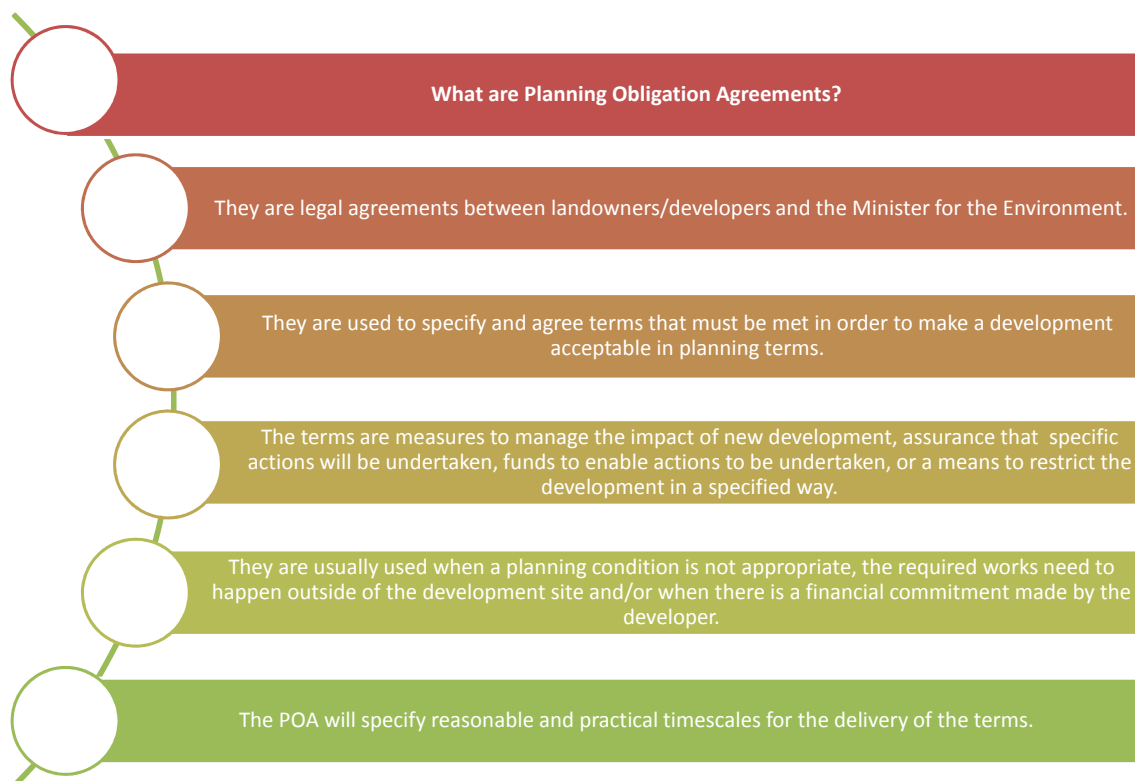
Planning Obligation Agreements

- highlight the relevant Policies of the Island Plan and types of development that may attract a POA;
- publish indicative costs for transport and highways related POAs; and,
- support a more consistent and transparent approach to the use of POAs.

This guidance is principally aimed at assisting developers and architects in understanding the possible POA requirements when designing new development proposals and also to support planners and other officers of the States of Jersey in assessing planning applications and making subsequent recommendations.

What are Planning Obligation Agreements?

POAs are legal agreements between the Minister for the Environment (or, as the case may be, the Chief Officer) and a landowner/developer, or other parties with a direct interest in development. They are most often used to secure the direct provision of [and/or funding for] additional infrastructure, facilities or services that will be needed as a result of development; or place specific restrictions on the development to ensure it meets the objectives of the Island Plan. The POA sets out how particular matters or issues are to be addressed, by agreement; often referred to as the "terms of agreement". They should only be used to specify and agree terms that must be met in order to make a development acceptable in planning terms.



The legal framework for Planning Obligation Agreements is provided by Article 25 of the Planning and Building (Jersey) Law 2002 and the policy framework for its use and application is set out in Policy GD4 of the Revised 2011 Island Plan, which is supported by a number

Planning Obligation Agreements

of other Island Plan policies and Supplementary Planning Guidance documents:

Policy GD 4

Planning Obligations

Where, as a direct consequence of a proposed development, additional infrastructure or amenities are required, the Minister for Planning and Environment will negotiate the provision of appropriate facilities with the developer through the use of planning obligations, where it is necessary and appropriate to do so.

Where necessary, the provision of financial contributions to off-site infrastructure and facilities, including the provision of amenity space, public parking, measures to assist public transport, cyclists or pedestrians, or to alleviate traffic impacts, will be sought from the developer through the use of planning obligations, where it is necessary and appropriate to do so.

Development proposals that do not make satisfactory provision for infrastructure or amenities that are required as a direct result of the proposed development will not be permitted.

Planning obligations will also be used to help deliver the Minister's housing objectives in accord with Policy H 1 'Category A affordable housing sites', Policy H 2 'Other Category Affordable housing sites' and Proposal 23 'Affordable Housing Proposal'.

The Minister will update and publish guidance in relation to planning gain and planning obligation agreements, and such guidance shall, in particular, indicate by what point in the life of a development (in the normal course of events) planning gain should be provided, depending upon the nature of such gain.

The nature of the POA can be wide ranging and may:

- restrict the development or use of the land in a specified way;
- require a specified operation or activity to be undertaken in, on, under or over the land; and/or,
- provide that a sum or sums of money be paid to the Treasurer of the States on a specified date or periodically.

There is no limit to the combination and number of terms that may be included within a POA and, therefore, the complexity of the agreement will be defined by the nature of the proposal and what is needed to make the development acceptable in planning terms.

When is the use of a POA appropriate?

A POA will be appropriate when it has been determined that a development either by itself and/or cumulatively with other development, will create a material impact which requires mitigation or the provision of reimbursements to the wider community. The nature of the obligation must relate to an adopted policy of the Island Plan, or Supplementary Planning Guidance.

Planning Obligation Agreements

When assessing proposals, the Department of the Environment will consider whether otherwise unacceptable development could be made acceptable through the use of conditions or planning obligations. Planning obligations will only be used in cases where a proposal is generally in accordance with the Island Plan but where it is not possible to address unacceptable impacts through a planning condition or amendments to the scheme.

Planning obligations should only be sought where they meet all of the following tests. They must be:

1. Necessary to make the development acceptable in planning terms, meeting the objectives of the Island Plan;
2. directly related to the development; and,
3. fairly and reasonably related in scale and kind to the development.

The contributions and obligations will be based upon the Department's assessment of planning needs for each given proposal. These needs will be assessed, taking into consideration the representations made by other States departments and stakeholders through the statutory consultation process. The extent of the obligation will have regard to the social, environmental and infrastructure costs of the development.

It is important to note that a planning permission cannot be 'bought' through an offer of additional measures or contributions that are not strictly necessary as part of the development. Unacceptable development cannot be justified, or policies overlooked, simply because of the nature and extent of a POA offer.

In terms of scale of development, there is no standard minimum threshold for development that may require a POA. Most typically, however, POAs will arise from developments that would create five or more units of residential accommodation, or create 250sq.m+ of commercial floor space. POAs may still be sought from developments of a smaller scale, depending on the nature of development and its anticipated implications. The reasons for requiring a POA in any event will be explained in the assessment report of the planning application.

Appendices 1, 2 and 3 of this guidance provide an indication of what may be required for different types and scales of development, and what policy of the Island Plan this relates to.

Development Briefs and other Supplementary Planning Guidance may specify other cases where a POA may be necessary, and such relevant guidance documents should be read in conjunction with this guidance.

Pre-Application Advice

The Department of the Environment provides a pre-application advice service whereby it is possible to identify the potential requirement for a Planning Obligation Agreement at an early stage. If the proposal is of a large scale and, therefore, more likely to require a POA, it is advisable to submit a pre-application advice request prior to a planning application.

Planning Obligation Agreements

Given the nature of planning application assessments and the consultation processes involved, however, it is not always possible to determine exact requirements for planning obligations at the pre-application stage and the advice given must remain without prejudice to the future consideration of a planning application and the statutory consultation process.

Further details on how to make a pre-application submission can be found within **Planning Practice Note 1 (2016): Pre-Application Advice**, available to download at www.gov.je

The Planning Application Process

In order to ensure the most efficient and effective planning application process, it is always beneficial for discussions with developers in relation to POAs to have taken place either at the pre-application stage or as an integral and early part of the assessment of the planning application - not at the end of the process. The Department of the Environment will endeavour to formally notify the applicant of a POA requirement immediately following the end of the statutory advertisement period, or sooner, wherever possible.

The Department will specify the reasons for requiring a POA in addition to outlining the terms within the assessment report of the planning application. These terms will normally have been discussed and agreed between parties prior to the determination of the application.

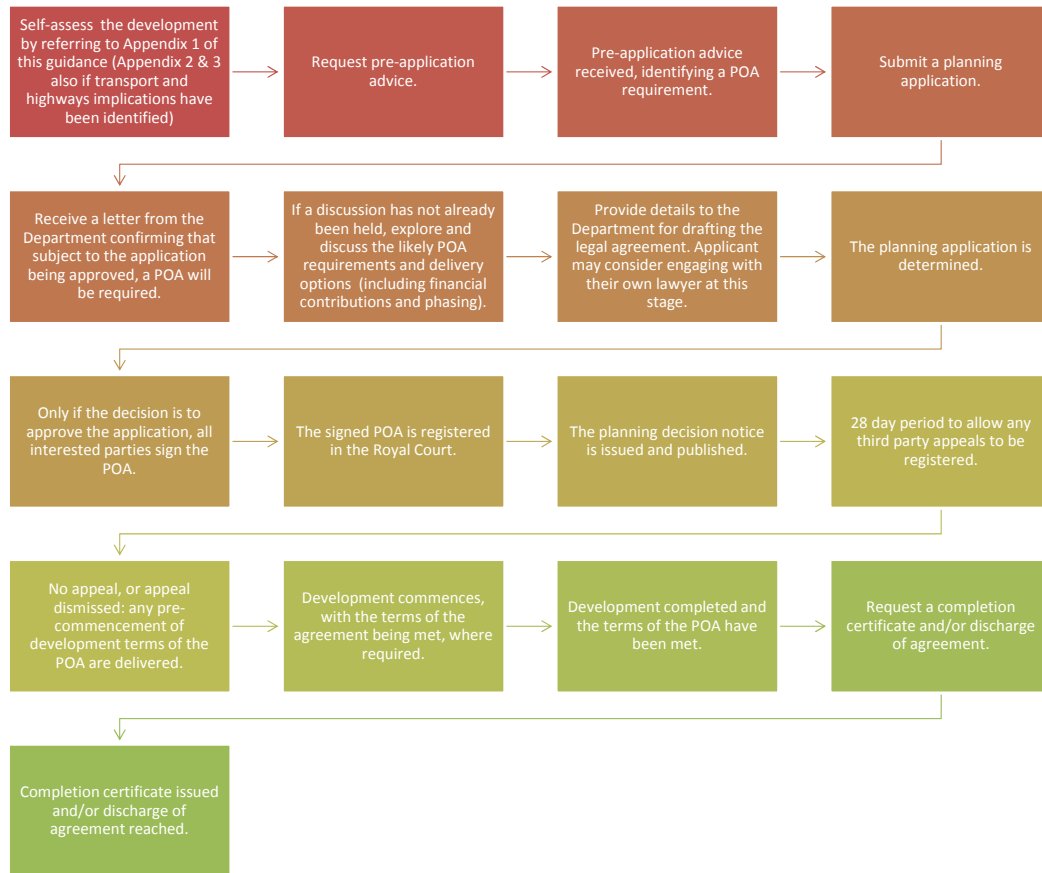
When the report outlines the requirement for a POA and **all** other planning considerations have been sufficiently addressed, the Planning Committee or delegated officer may be minded to approve the development, subject to achieving a signed legal agreement. The formal approval of the application would only then follow once all interested parties have entered into and signed the POA and it has been registered in the Royal Court.

The content of the POA will address:

- who is party to the agreement;
- the range and detail of terms;
- trigger points defining at which time the delivery of obligations will be required and completed; and,
- details of how and when any financial contributions will be used and any unspent monies returned.

In light of the above, a development proposal which requires a POA will normally follow a relatively standard set of key stages through the planning application process:

Planning Obligation Agreements



If a POA is not required, or if the scheme is likely to be refused, the above process will not apply and the application will be processed in the usual way.

Financial Contributions

In such cases where it is considered impractical for the developer to carry out the requirements of a POA themselves, or a cash alternative is preferred by all parties to enable the required work to be carried out in the most effective and efficient way, a financial contribution may be agreed. The developer should then ensure that the required funds are made available and set aside for that specific purpose.

When making arrangements to finalise the timing of payments, the Department for the Environment will consider the most reasonable and appropriate points in the development lifecycle for those payments to be made. In some cases, the timing of payments can be critical to the commercial viability of a scheme, and similarly critical to ensure that the sequence of development and POA delivery works in planning terms. If a developer is concerned about viability and the timing of POA contribution payments, they should engage with the Department on this matter at the earliest opportunity and be prepared to provide evidence in support of their case.

The direct link between a financial contribution and the development proposal should always be maintained, in the interest of openness, transparency and fairness. It is important that the cash contribution is used only for the purpose(s) intended, and that capital sum is ring-fenced by the Department of the Environment until such time that the works are delivered. If the works are not delivered within the time specified in the agreement,

Planning Obligation Agreements

the funds should be returned to the payee in full or in part, as appropriate.

Direct works to supply new infrastructure by the developer will likewise need to be carried out as specified in the Planning Obligation Agreement and completion notified to the Minister. This ensures that the obligated works are carried out to the agreed specification, agreed time frame and are duly recorded as having been completed.

Identifying when a POA is required and what its value may be

Obligations will be set at a rate that is reasonable and proportionate to the proposal, reflecting what is necessary to make the development acceptable in planning terms.

In order to provide a greater degree of transparency about how the need for a POA might be identified; how the impact of a development proposal might be assessed; and how the cost of mitigating this might be arrived at, work has been undertaken to develop:

- a schedule of Island Plan requirements, identifying the potential requirement for a POA (**Appendix 1**)
- a schedule identifying the potential scale and cost of measures, specifically relating to transport and highways contributions (**Appendix 2 & 3**)

Whenever possible, the Department will adopt a consistent approach to calculating the value of a contribution. The Department has worked with its statutory consultees to ensure that the method of cost evaluation has been standardised when they are practically able to do so - ensuring that obligations are set at a consistent and fair rate.

Negotiating the value of a financial contribution will not be possible, such that the obligations need to sufficiently mitigate the impact of the development and serve the purpose to make the development acceptable in planning terms - reducing the level/value of obligation reduces the ability to deal with the identified planning issues.

More generally, if it is felt that the proposed terms of an agreement are not reasonable, proportionate, or necessary to make the development acceptable in planning terms, a written statement should be submitted in support of your case for consideration by the Department.

All terms of the agreement need to be negotiated and agreed in accordance with the requirements of Article 25 of the Planning and Building (Jersey) 2002 Law. Failure to successfully negotiate a POA that sufficiently addresses the planning issues will result in the planning application being refused.

Other useful things to consider

Legal fees and administration charge: The negotiation and administration of a POA requires significant resources from various States of Jersey departments. This relates to a range of activities which arise directly from the grant of planning permission for development that requires a POA. This includes the time required to draft a legal agreement and administer the finances associated with an agreement. The costs associated with this work are distinct from any costs associated with the processing of a routine planning application and in most cases these costs are on-going after a development has been completed. Therefore, it is reasonable that these additional costs are borne by the developer, not the wider public.

Planning Obligation Agreements

The planning administration costs in connection with the negotiation, preparation and execution of legal agreements will be charged as standard at a rate of **£500 per head of term**, to be paid on signing the agreement. ⁽⁴⁾

What happens once a POA has been completed?: Once a development and its associated obligations has been completed, the Department should be notified. The applicant may apply for a completion certificate and the department will ascertain if true completion has been achieved. If it is agreed that the approved development has been completed and the requirements of the POA fulfilled, the Department will issue a completion certificate. ⁽⁵⁾The POA may also be formally discharged by a further agreement and registered in the Royal Court as such. ⁽⁶⁾

What happens if the terms of a POA are not met or breached?: The Minister reserves the right to enforce a Planning Obligation Agreement by injunction ⁽⁷⁾. The terms of the agreement may also specify or give details as to how the agreement will be enforced if the obligations are not met.

It is important to note that POAs carry with the land - meaning that if there are any outstanding or in perpetuity obligations, they remain enforceable against the current landowner, even if the original developer no longer has an interest in the land.

Register of Agreements: The Minister for the Environment maintains a register of all planning obligations agreements and this can be found at www.gov.je The register shall hold full details of all agreements and obligations including a date of completion where this is appropriate.

Appeals and Disputes: If any party who has an interest in the development is dissatisfied with the decision or the conclusion of a planning application, they may appeal that decision through the Judicial Greffe. An independent inspector will consider the case. Please contact the **Judicial Greffe, Royal Court House, Royal Square, St Helier, Jersey, JE1 1JG**, (Tel: 01534 441300 Email: jgreffe@gov.je) for further information.

Modification of existing agreements: Some POAs, usually as a result of a further planning application on the site, require modification. Because the nature and extent of modification will be unique to each agreement and development proposal, it will always be best to contact the Department directly in the first instance should you have any questions or concerns relating to the modification of an agreement.

4 Article 120. Planning and Building (Jersey) Law 2002
 5 Article 28. Planning and Building (Jersey) Law 2002
 6 Article 25. Planning and Building (Jersey) Law 2002
 7 Article 25. Planning and Building (Jersey) Law 2002

Planning Obligation Agreements

Appendix 1: POAs and the Revised 2011 Island Plan Policies

The following table outlines cases where a Planning Obligation Agreement may be sought. It identifies the policies in the Revised 2011 Island Plan that may be associated with a POA requirement and an indication as to what scale of development is most likely to trigger the requirement. The requirements have been listed in order of their appearance in the Island Plan, by chapter, and this in no way makes any reference to their significance or importance.

The list should not be considered exhaustive; equally, it should not be assumed that every development type identified below will need an obligation. **This is intended to be a guide only.** The requirement for a contribution will be subject to an analysis of context, scale and circumstances and will be established in consultation with other statutory consultees.

Island Plan requirements:	Potential type of Contribution:	Applicable scale of development:			
		Residential	Office	Retail	Other / mixed use
<p><u>Natural Environment (Policy NE1, NE2)</u></p> <p>Appropriate and proportionate mitigation and compensatory measures against any harm or risk to ecological biodiversity or protected species.</p>	<ul style="list-style-type: none"> • Works to prevent/reduce harm or risk on or adjacent to the site. • Works to compensate for anticipated harm or risk on or adjacent to the site. • Financial contribution to enable works to be carried out by a third party. • Ceding of land to the public to guarantee its long-term protection and management. 				
<p><u>Natural Environment (Policy NE4)</u></p> <p>Compensatory landscaping improvements, tree planting, hedgerows or a contribution to the Ecology Trust Fund or Countryside Renewal Scheme, in such cases where there will be on-site inadequacies or losses relating to a proposed development.</p>	<ul style="list-style-type: none"> • Off-site landscaping or tree planting. • Financial contribution. 				Any development that will result in the loss of trees, woodland and boundary features and fails to adequately replace those on site.
<p><u>Natural Environment (Policy NE6, NE7)</u></p> <p>Demolition and replacement of dwellings and buildings for employment use or any change of use of land or buildings will be required to deliver environmental gains that contribute to the repair and restoration of the landscape character.</p>	<ul style="list-style-type: none"> • Off-site landscaping/environmental improvements. • Financial contribution towards landscaping/environmental improvements. • Ceding of land to the public to guarantee its long-term protection and management. 				This may trigger a POA at any scale of development, when it is considered reasonable and appropriate to do so, in order to secure environmental gains that will manage and offset any harm to the character and nature of the coast and countryside.

Planning Obligation Agreements

Island Plan requirements:	Potential type of Contribution:	Applicable scale of development:			
		Residential	Office	Retail	Other / mixed use
<p>Natural Environment (Policy NE7)</p> <p>Any new dwellings that are justified for occupation by a dependant relative shall be subject to an agreement to restrict occupancy and ensure re-integration of the unit to the primary dwelling.</p>	<ul style="list-style-type: none"> Occupancy restrictions. Works to re-integrate a dependent relative unit into the primary dwelling at a later date. 	Any new dwelling in the Green Zone, justified for a dependant relative.			
<p>Historic Environment (Policy HE1, HE2, HE3, HE4 & HE5)</p> <p>Restoration or maintenance of a Listed Building or place.</p>	<ul style="list-style-type: none"> Restoration of a listed building or place. On-going maintenance programmes. Financial contribution to a third party to enable works to be carried out. Ceding of property to the public to guarantee its long-term protection and management. 	Any development that will have an impact upon a listed building or place and its setting may be required to enter into a POA, if such measures will manage and limit harm to historic assets.			
<p>Historic Environment (Policy HE5 and Supplementary Planning Guidance: Archaeology and Planning (2008) and Archaeology and Planning: schedule of sites of archaeological interest (2008))</p> <p>Preservation of archaeological resources</p>	<ul style="list-style-type: none"> Removal and recording of archaeological artifacts. Treatment and deposition of finds. Maintenance of artifacts on-site with appropriate measures. Financial contribution to a third party to enable works to be carried out. 	Any development that will have an impact upon archaeological resources and their setting, and when the use of POA is appropriate.			
<p>Economy (Policy ER11, EIW5, ERE6 and Supplementary Planning Guidance: Modern Agricultural Buildings (1996)).</p> <p>New or extended agricultural/horticultural buildings, farm shops and industrial development within the countryside may be required to enter into an agreement to secure removal of structures and/or restoration of land upon a specified period of time or redundancy.</p>	<ul style="list-style-type: none"> Agreement to remove structures and restore the land to its former state. Financial security to ensure ability to carry out the agreed restoration works. 	<p>≥1 Unit</p> <p>n/a</p> <p>≥100m²</p> <p>≥100m²</p>			
<p>Economy (Policy ERE3, ERE7)</p> <p>Enabling or linked development sites, including glass house sites will be subject to an agreement that will ensure the environmental gains or improvements are delivered.</p>	<ul style="list-style-type: none"> Restricted sequence of development. Financial security to ensure delivery of proposed environmental gains or improvements. 	Any new development that is dependant upon a form of enabling development on or off site, including glass house sites.			
<p>Housing (Policy H1, H2, H5, H7 and published development briefs)</p> <p>Restrictions to ensure tenure allocation remains as agreed in the planning assessment.</p>	<ul style="list-style-type: none"> Occupancy restrictions (use, occupancy and onward sales). 	Refer to Revised 2011 Island Plan and site-specific Supplementary Planning Guidance.			

Planning Obligation Agreements

Island Plan requirements:	Potential type of Contribution:	Applicable scale of development:			
		Residential	Office	Retail	Other / mixed use
<p>Housing (Policy H9)</p> <p>Staff and key agricultural worker accommodation occupancy and redundancy restrictions.</p>	<ul style="list-style-type: none"> Occupancy restrictions (use, occupancy and onward sales). 	Any staff or key agricultural worker accommodation that has been approved given a proven need.			
<p>Social, Community and Open Space (Policy SC04)</p> <p>Any loss of Protected Open Space, as defined by the Proposals Map will be required to offset this loss by providing the same or better extent, quality and accessibility of open space on an appropriate, alternative site.</p>	<ul style="list-style-type: none"> Ceding of land to the public. Works to land on or off-site to improve its quality and accessibility. 	All types of development may be subject to this requirement if it will result in any loss or harm to Protected Open Space, as defined by the Island Plan Proposals map.			
<p>Social, Community and Open space (Policy SC05)</p> <p>Large-scale development within St. Helier will be expected to make public realm improvements in accordance with the recommendations of the [forthcoming] St. Helier Open Space Strategy.</p>	<ul style="list-style-type: none"> On-site publicly accessible space. Off-site public realm improvements. Ceding of land to the public. 	<ul style="list-style-type: none"> ≥10 Units ≥500m² ≥250m² ≥250m² 			
<p>Travel and Transport (Policy TT1)</p> <p>Compensatory works for loss or disruption to the Island's Footpath and Cycle network.</p>	<ul style="list-style-type: none"> Footpath/pavement enhancement. Pedestrian priority/shared space schemes. Cycle routes. Pedestrian crossing enhancement. Street Lighting. <p>The level of provision will be informed by Appendix 2.</p>	Any scale of new development may be required to compensate for loss and disruption to the island's footpath and cycle network, if a loss is caused as a direct result of the new development.			
<p>Travel and Transport (Policy TT2)</p> <p>A contribution to the improvement of the Island's provision of off-road walking routes, where safe routes between residential areas, schools, play space, sporting and cultural facilities, et cetera. can be identified and the impact of new development on those facilities can justify a contribution.</p>	<ul style="list-style-type: none"> Footpath/pavement enhancement. Pedestrian priority/shared space schemes. Cycle routes. Pedestrian crossing enhancement. Street Lighting. <p>The level of provision will be informed by Appendix 2.</p>	<ul style="list-style-type: none"> ≥5 Units ≥250m² ≥250m² ≥250m² 			
<p>Travel and Transport (Policy TT3)</p> <p>Provision of a section of cycle path in accord with adopted standards and guidelines or financial contribution to support its delivery (standardised contribution if development is within the Eastern Cycle Route Corridor).</p>	<ul style="list-style-type: none"> Cycle routes. Pedestrian priority/shared space schemes. <p>The level of provision will be informed by</p>	<ul style="list-style-type: none"> ≥5 Units ≥250m² ≥250m² ≥250m² 			

Planning Obligation Agreements

Island Plan requirements:	Potential type of Contribution:	Applicable scale of development:			
		Residential	Office	Retail	Other / mixed use
	Appendix 2.				
Travel and Transport (Policy TT4) In those cases where cycle parking cannot be provided on-site in the town of St Helier, off-site works or a financial contribution will be required to make up for any shortfall in the provision of cycle parking spaces.	<ul style="list-style-type: none"> Off-site cycle parking. The level of provision will be informed by Appendix 2.	Any scale of development may be required to provide off-site cycle parking if insufficient provisions are available on-site.			
Travel and Transport (Policy TT5) Where appropriate, traffic and pedestrian safety measures, including improved pedestrian crossing facilities, will be required to improve road safety for pedestrians and cyclists, reduce vehicle speeds and enhance the street environment.	<ul style="list-style-type: none"> Footpath/pavement enhancement. Pedestrian priority/shared space schemes. Cycle routes. Pedestrian crossing enhancement. Street Lighting. The level of provision will be informed by Appendix 2.	≥10 Units ≥250m ² ≥500m ² ≥500m ²			
Travel and Transport (Policy TT7, TT8 and TT9) Improvements to public transport facilities, including but not limited to: upgrading waiting facilities and pedestrian access to and from them; enhanced information provision through all available media and at bus stops; and, any other means, where appropriate, to meet modal split targets set out in travel plans and to contribute to better public transport. This will be applied most rigorously when development is NOT within 400m of a bus stop and is of such a scale requiring a specific Travel Plan.	<ul style="list-style-type: none"> Bus post and information board. Bus Shelter. Second Bus Shelter. Carriageway improvements for buses. Bus service subsidy (existing service <400m away). Bus service subsidy (existing service >400m away). Footpath/pavement enhancement. Street Lighting. The level of provision will be informed by Appendix 2 and 3	≥10 Units ≥250m ² ≥500m ² ≥500m ²			
Natural Resources and Utilities (Policy NR3) Measures, as required following the completion of an Air Quality Assessment, may be required to limit the impact upon air quality as a result of new development.	<ul style="list-style-type: none"> On or off site measures to minimise impact upon air quality. Financial contribution to a third party to enable works to be carried out. 	≥10 Units ≥1000m ² ≥1000m ² ≥1000m ²			
Natural Resources and Utilities (Policy NR7)	<ul style="list-style-type: none"> On or off-site measures to minimise impact upon air quality. 	≥10 Units ≥1000m ² ≥1000m ² ≥1000m ²			

Planning Obligation Agreements

Island Plan requirements:	Potential type of Contribution:	Applicable scale of development:			
		Residential	Office	Retail	Other / mixed use
<p>Measures, as required, to achieve, monitor and maintain a minimum of 10% reduction in carbon emissions.</p>	<ul style="list-style-type: none"> Measures to manipulate transport modal shares. Financial contribution to a third party to enable works to be carried out. 				
<p><u>Mineral Resources (Policy MR6)</u></p> <p>New or extended mineral workings - Any reasonable and proportionate measures regarded as essential for the proper planning of the area.</p>	<ul style="list-style-type: none"> Environmental and restoration works on or off-site. Traffic management measures. Financial security to ensure ability to carry out agreed land restoration works. 	New or extended mineral workings only.			
<p><u>Waste Management (Policy LWM2 and Supplementary Planning Guidance: Disposal of Foul Sewage (2012))</u></p> <p>Where inadequate facilities exist, appropriate measures to achieve adequate foul sewerage facilities for the development will be as agreed through consultation with the Department for Infrastructure. This may include achieving an off-site foul sewer connection and/or pumping station.</p>	<ul style="list-style-type: none"> Works as required to make a new connection to the public foul sewer. 	Any new development site that will require new off-site foul sewer connections/facilities.			
<p><u>Waste Management (Policy LWM3)</u></p> <p>Sustainable Drainage Systems may be required for new development following consultation with the Department for Infrastructure and where these measures cannot be reasonably controlled by planning conditions.</p>	<ul style="list-style-type: none"> Works as required to make a new connection to the public surface water sewer. Works to separate combined foul and surface water sewers. 	Any new development site that will require new off-site surface water connections/facilities.			
<p><u>Waste Management (Policy LWM4)</u></p> <p>Any measures considered necessary to manage and offset the impact of new and/or extended sewage treatment works and sewerage outfall.</p>	<ul style="list-style-type: none"> Any measures, as required to manage and offset impacts arising from a new or extended sewage treatment works or outfall. 	New and/or extended sewage treatment works and sewerage outfall			
<p><u>Waste Management (Policy WM1 and Supplementary Planning Guidance: Site Waste Management Plans (2013))</u></p> <p>Any site waste management measures contained within the Site Waste Management Plan, where appropriate and where this cannot be controlled by conditions</p>	<ul style="list-style-type: none"> Measures, as required, to ensure that waste arising from a development site is minimised and managed in the most sustainable way. 	≥10 Units	≥1000m ²	≥1000m ²	≥1000m ²

Planning Obligation Agreements

Appendix 2: Travel and Transport Indicative Costs

The following tables focus on indicative costs for a range of different transport infrastructure, with a guide as to what type and scale of development is more likely to trigger this requirement. These tables have been included within this guidance to provide more transparency and understanding when dealing with travel and transport requirements of POAs. These contributions will only be sought when the impact of a proposed development will create a need for certain infrastructure to be improved and the requirement meets the three tests:

1. Necessary to make the development acceptable in planning terms, meeting the objectives of the Island Plan;
2. directly related to the development; and,
3. fairly and reasonably related in scale and kind to the development

It is important to note that:

- this table is most useful if you have undertaken a Transport Assessment in connection with your proposal;
- this table should be read in conjunction with the respective Island Plan policies highlighted in Appendix 1: POAs and the Revised 2011 Island Plan Policies above;
- the scale of development highlighted in these tables **does not** mean that a POA will be required, it simply means that the identified scale of development **may** require a POA, but only if such works are required to make the proposal in accordance with the Island Plan;
- the published indicative costs have been standardised wherever possible and have been conservatively estimated: an actual POA contribution should not substantially deviate from these costs without exceptional justification;
- these indicative costs are accurate as of **March 2017** and will be subject to regular review.

Potential POA requirement	Indicative Cost	Development type and scale trigger thresholds				Notes
		Residential (Units)	Office (m ²)	Retail (m ²)	Other/Mixed Use (m ²)	
Cycle and walking routes	<ul style="list-style-type: none"> • £1350 per residential unit • £1800 per 100 m² of all other development types (or £18 per metre of new floor space) or	≥ 10 Units	≥ 250m ²	≥ 250m ²	≥ 250m ²	<ul style="list-style-type: none"> • A minimum delivery or contribution of 6m² of new path per residential unit and 8m² per 100m² of all other development types will usually be required. • Cost based on green field site and includes design, construction, sealed surface, signing and lining fees. • Extent of requirement will be based on site context. Pre-application advice should be sought.

Planning Obligation Agreements

Potential POA requirement	Indicative Cost	Development type and scale trigger thresholds					Notes
		Residential (Units)	Office (m ²)	Retail (m ²)	Other/Mixed Use (m ²)	Education (Occupancy)	
	<ul style="list-style-type: none"> £225 per 1m² of new path if path location and design has been pre-agreed. 						<p>Example:</p> <p>Proposed development of 20 residential units:</p> <p>= 20 x £1350</p> <p>= £27,000 payable for new off-site path to be delivered by Department for Infrastructure.</p> <p><u>or</u></p> <p>= 20 x 6m²</p> <p>=120m² of new path (on or off-site) delivered by the applicant.</p>
Eastern Cycle Route Corridor (ECRC)	<ul style="list-style-type: none"> £1350 per residential unit £1800 per 100 m² of all other development types (£18 per m² of new floor space) <p><u>OR</u></p> <ul style="list-style-type: none"> £225 per 1m² of new path if path location and design has been pre-agreed. 	≥5 Units	≥250m ²	≥250m ²	≥250m ²	site specific	<ul style="list-style-type: none"> A minimum delivery or contribution of 6m² of new path per residential unit and 8m² per 100m² of all other development types will usually be required. If not all equivalent ECRC is to be met on-site, ECRC contribution remains payable pro-rata
Cycle parking	<ul style="list-style-type: none"> £240 per uncovered single Sheffield stand £800 per individual secure cycle locker £8,000 Covered cycle shelter for 8 cycles. 	Any	Any	Any	Any	≥32 Occupancy	<ul style="list-style-type: none"> Minimum requirements for secure and covered cycle parking at the rate of 1 per bedroom (residential), and 1 / 150m² non-residential will be expected to be delivered on or off-site. A financial contribution for cycle parking will only be paid if there is an on-site shortfall and the shortfall can be met off-site. This may be pro-rata. These cycle parking standards may be altered in light of new parking standards. Cycle parking costs are inclusive of supply and fit.

Planning Obligation Agreements

Potential POA requirement	Indicative Cost	Development type and scale trigger thresholds					Notes
		Residential (Units)	Office (m ²)	Retail (m ²)	Other/Mixed Use (m ²)	Education (Occupancy)	
Roadside footpath / pavement enhancement	<ul style="list-style-type: none"> £225 per m² of new path, if path location and design has been agreed. £2500 - tactile paving/dropped kerb crossing point. 	Any	≥100m ²	≥100m ²	≥100m ²	≥64 Occupancy	<ul style="list-style-type: none"> Extent of any new path to be determined on a site specific basis, minimum is usually site frontage and connection to network, where possible. Minimum pavement width 1.8m in the Built-up Areas, or 1.5m in Green Zone or Coastal National Park. Mitigation measures will be influenced by links to key trip generators such as education, health, retail, employment, and leisure sites. Land will be sought for new footpath and cycle route connections that facilitate safe access to schools as well as beyond.
Pedestrian priority / shared space schemes	<ul style="list-style-type: none"> on request due to site specific issues. 	≥50 Units	≥1000m ²	≥1000m ²	≥1000m ²	new school	<ul style="list-style-type: none"> Site specific, depending on location, scale and impact of the proposal. Consideration for pedestrian priority but should be an integral part of the scheme design from first concepts to enhance quality, safety, and sense of space for vulnerable road users. Mitigation measures will be influenced by links to key trip generators such as education, health, retail, employment, and leisure sites.
Pedestrian crossing enhancement	<ul style="list-style-type: none"> £15-£25K road narrowing build outs £35-£75K Zebra Crossing £50-£80K Signalised crossing £65-£100K / physical refuge (including lighting, kerbing, signing, lining) £1000 per sign and post 	≥10 Units	≥250m ²	≥250m ²	≥250m ²	≥96 Occupancy	<ul style="list-style-type: none"> Site specific, depending on location, scale and impact of the proposal. Any land acquisition costs to be borne by the developer Mitigation measures will be influenced by links to key trip generators such as education, health, retail, employment, and leisure sites.
Street lighting	<ul style="list-style-type: none"> £6500 per connected lamp column 	≥20 Units	≥500m ²	≥500m ²	≥500m ²	≥150 Occupancy	<ul style="list-style-type: none"> Site specific, depending on location, scale and impact of the proposal. Requires site survey to determine connection availability. 35m street light spacing required within Built-Up Areas.
Access from development onto highway	<ul style="list-style-type: none"> on request due to site specific issues. 	Any	Any	Any	Any	Any	<ul style="list-style-type: none"> Site specific, depending on location, scale and impact of the proposal. Guidance for vehicular access standards will be made available.

Planning Obligation Agreements

Potential POA requirement	Indicative Cost	Development type and scale trigger thresholds					Notes
		Residential (Units)	Office (m ²)	Retail (m ²)	Other/Mixed Use (m ²)	Education (Occupancy)	
Junction / carriageway alterations (off site, including layby)	<ul style="list-style-type: none"> on request due to site specific issues. 	Any	Any	Any	Any	Any	<ul style="list-style-type: none"> Extent of works depends on site specific matters. Necessary junction and carriageway alterations should be identified within Transport Statements and Assessments. Note larger developments (over 25 residential units / over 250m² non-residential uses) require a Transport Statement. If over 50 residential units / 1000m² non-residential uses, a Transport Assessment and Travel Plan will be required.

Bus contributions:

Potential POA requirement	Indicative Cost	Residential (units)		Office (m ²)	Retail (m ²)	Other/Mixed use (m ²)	Education (occupancy)	Notes
		(8)BUA / GZ / CNP	Town of St Helier (ToSH)					
Bus post and information board	<ul style="list-style-type: none"> £1,500 	≥10 Units	≥10 Units	≥250m ²	≥500m ²	≥250m ²	≥64 Occupancy	<ul style="list-style-type: none"> Cost inclusive of supply and installation.
Bus Shelter	<ul style="list-style-type: none"> £11,500 Standard shelter, post, notice board, seat and lighting. 	≥10 Units	≥20 Units	≥500m ²	≥500m ²	≥500m ²	≥128 Occupancy	<ul style="list-style-type: none"> Cost inclusive of supply and installation.
Second Bus Shelter	costs as above	≥30 Units	≥60 Units	≥1000m ²	≥1000m ²	≥1000m ²	New School	
Bus real time information display	<ul style="list-style-type: none"> £5000 - real time display with feed connection 	≥30 Units	≥60 Units	≥1000m ²	≥1000m ²	≥1000m ²	New School	
Carriageway improvements for buses	<ul style="list-style-type: none"> £75,000 Layby - (strengthened carriageway finish, 	≥50 Units	≥60 Units	ToSH: ≥2500m ²	≥1000m ²	≥1000m ²	New School	<ul style="list-style-type: none"> Calculation of actual costs will be site specific. Any land acquisition costs to be borne by the developer.

Planning Obligation Agreements

Potential POA requirement	Indicative Cost	Residential (units)		Office (m ²)	Retail (m ²)	Other/Mixed use (m ²)	Education (occupancy)	Notes
		(8) BUA / GZ / CNP	Town of St Helier (ToSH)					
	<ul style="list-style-type: none"> raised kerbs, lining, signing) £15,000 Bus access only - (Traffic Order, signing, lining, simple kerb / bollard works) £15,000 Bus lane - (Traffic Order, signing, lining, simple kerb / bollard works) £50,000 Bus priority at signals - (signing, lining, kerb works, signal modification) 			<p>All other Zones: ≥1000 m²</p>				
Bus Service subsidy	Peak time trip cost plus opportunity cost per trip generated for 253 working days, for a period of 5 years. See 'Appendix 3: Bus Service Subsidy Calculation' for formulae and costs	Within 400m of nearest service: ≥30 Units	Within 400m of nearest service: ≥75 Units	Within 400m of nearest service: ≥1000m ²	Within 400m of nearest service: ≥800m ²	Within 400m of nearest service: ≥500m ²	Within 400m of nearest service: ≥200 Occupancy	<ul style="list-style-type: none"> Bus trip generation/modal share will be based on the figure identified within a developers Transport Statement/ Assessment. In the absence of a satisfactory TS/A, the modal share will be calculated at 10% of maximum potential occupancy. This is a formula based contribution and should be read in conjunction with 'Appendix 3: Bus Service Subsidy Calculation'
		Beyond 400m to nearest service: ≥10 Units	Beyond 400m to nearest service: n/a	Beyond 400m to nearest service: ≥250m ²	Beyond 400m to nearest service: ≥250m ²	Beyond 400m to nearest service: ≥250m ²	Beyond 400m to nearest service: ≥200 Occupancy	<ul style="list-style-type: none"> The bus service subsidy may contribute towards a new bus and driver and/or an additional a.m and p.m service when the existing service will be caused to be over capacity as a result of the new development. Note: "service" means an all year round hourly bus service with peak time capacity".
Bus Service subsidy to be read in conjunction with 'Appendix 3: Bus Service Subsidy Calculation'								

Planning Obligation Agreements

Appendix 3: Bus Service Subsidy Calculation

The bus service subsidy calculation has been devised to ensure that cost of bus service POAs most accurately reflects the true impact of the development upon the local bus service. The calculation framework has been taken from Department for Communities and Local Government Practice Guidance for Planning Obligations ⁽⁹⁾ together with local bus service data.

This calculation will determine the cost of bus service "pump-priming" for a period of 5 years from the first occupancy of the development.

Formula: $DC = DU \times IM \times CM$

DC = Developer Contribution	The POA financial contribution
DU = Development units	The number of residential units <i>or</i> m ² floor space
IM = Impact Multiplier	Bus modal share or impact per "development unit", e.g. generation of "X" additional bus journeys per unit. The modal share will be assumed at 10% maximum occupancy of the development, unless a Transport Assessment for the proposal has been submitted.
CM = Cost Multiplier	Cost per trip generated for a period of 5 years. Cost will be determined by location - see below ↓ "Bus contribution Cost Multiplier(s) by location" for current costs

The below bus contribution "Cost Multiplier" is correct as of **March 2017** and should be used for all bus contribution calculations, using the $DC = DU \times IM \times CM$ formula:

Bus contribution Cost Multiplier(s) by location:		
Town of St Helier:	£2783 (cost per trip generated for a period of 5 years)	<i>(Return peak time trip cost £2.20 x 253 working days x 5 years)</i>
Built-up Area:	£3289 (cost per trip generated for a period of 5 years)	<i>(Return peak time trip cost £2.60 x 253 working days x 5 years)</i>
Green Zone/Coastal National Park:	£4048 (cost per trip generated for a period of 5 years)	<i>(Return peak time trip cost £3.20 x 253 working days x 5 years)</i>

Example: Proposal of 100 x 3 double bedroom dwellings within the Built-up area. Assuming:

- 10% modal share for bus users (in the absence of a Transport Assessment)
- Maximum occupancy of 6 persons per 3 bed unit based on adopted Residential Space Standards

Developer Units (DU) = 100

Impact Multiplier (IM) = 0.6 (10% of a 6 person occupancy, 3 bedroom dwelling)

Cost Multiplier (CM) = £3289 (Built-up Area cost as listed above)

$DC = DU \times IM \times CM \rightarrow DC = 100 \times 0.6 \times 3289 \rightarrow \underline{DC = £197,340}$

⁹ Department for Communities and Local Government Planning Obligations: Practice Guidance (2006) (Withdrawn 2014 in response to NPPF 2012 and Community Infrastructure Levy Regulations (2010))