

# *In the Royal Court of Jersey*

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**Samedi Division**

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**In the year two thousand and twenty-four, the first day of August.**

Before the Judicial Greffier.

Upon the application of His Majesty's Attorney General, IT IS ORDERED that the Planning Obligation Agreement between The Chief Officer for the Environment, Stephen Paul Morin and Jersey Electricity PLC in relation to development of fields J16, J19, J20, J21, J26, J26A, J26B, J36, J37, J38, J39 and J54, in St John, 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 (as amended)**

relating to the development of a temporary renewable energy generating station comprised of ground-mounted photovoltaic solar arrays with associated infrastructure and agricultural use of the fields at J16, J19, J20, J21, J26, J26A, J26B, J36, J37, J38, J39 and J54, in St John, Jersey.

Dated:

30 July

2024

**The Chief Officer for the Environment (1)****Stephen Paul Morin (2)****Jersey Electricity PLC (3)**

DATE

30 July

2024

**PARTIES**

- (1) **The Chief Officer for the Environment** of PO Box 228, St Helier, Jersey JE4 9SS ("the Chief Officer"); and
- (2) **Stephen Paul Morin**, of 5, Maudeline Far, Rue de Nimes, St Peter, Jersey JE3 7FF ("the Owner");
- (3) **Jersey Electricity PLC**, company reference number 67, whose registered office is Queen's Road, St Helier, Jersey ("the Applicant").

**RECITALS**

- 1 The Owner warrants that land comprised of the extent of Fields J16, J19, J20, J21, J26, J26A, J26B, J36, J37, J38, J39 and J54, La Rue de Sorel, St John, Jersey are the land as described in the First Schedule hereto and are currently farmed for arable crops with fertilizer in order to maintain crops.
- 2 In May 2023, with the consent of the Owner an application for the development comprised of construction of a temporary renewable energy generating station comprising ground-mounted photovoltaic solar arrays, with associated infrastructure, landscaping and biodiversity enhancement, and the agricultural use of land comprised of an area of land comprised of Fields J26, J26A, J26B, J37, J38, J39 and J54, La Rue de Sorel, St John, Jersey, reference P/2023/0408 ("the Application") was made by the Applicant. The Applicant plans to use the Fields the subject of the Application for such development including the continued agricultural use of the panelled area for grazing by sheep with the potential for agrivoltaics, and the non-panelled area of the Site for sheep grazing, whilst Fields J16, J19, J20 and J21 would remain solely in agricultural use and part of Field J36 would be managed as a wildflower meadow, with J19 being used during the construction phase before that Field would be reinstated for grazing.
- 3 On the 7<sup>th</sup> July 2023, the Department of the Environment, Environmental Land Control, responded to consultation confirming that it had no objection to the Application as long as there is continued commercial agricultural activity carried out within the Fields.
- 4 The Bridging Island Plan (March 2022) provides policy for the development of land in Jersey. The policies include Policy ME6 – Larger-scale terrestrial renewable energy benefits, includes that Proposals for large-scale terrestrial renewable energy production will be supported where it can be demonstrated that the energy return and benefits of the development are deemed to sufficiently outweigh the environmental impact that may arise as a result; that ground-mounted solar arrays on agricultural land will be supported where the benefit of the scheme will outweigh any loss to the agricultural industry; and proposals must be supported with an appropriate monitoring programme and detailed restoration proposals, including funding and management mechanisms.

- 5 On the 11<sup>th</sup> April 2024, the Planning Committee considered whether to grant planning permission, evaluated that the development complied with Policy ME6 and that the energy return and benefits of the development outweighed the environmental impacts, and determined to grant conditional planning permission, reference P/2023/0408, for the development described in the Application, subject to conditions and to a planning obligation agreement under the said Planning and Building (Jersey) Law 2002 providing for continued use for agriculture, delivery of landscaping and biodiversity enhancements, and decommissioning of the site at the end of the life of the planning permission.
- 6 Pursuant to Article 25(1) of the said Planning and Building (Jersey) Law 2002 (as amended), the parties hereto have agreed to enter into this Agreement in order to secure the planning obligations contained herein pursuant to the determination by the Planning Committee dated 11<sup>th</sup> April 2024.
- 7 The subject matter of each obligation satisfies the requirements of Article 25(5)(a) Planning and Building (Jersey) Law 2002 (as amended).
- 8 The parties agree that this Agreement is legally binding under the said Planning and Building (Jersey) Law 2002 (as amended), and is a planning obligation for the purposes of Article 25(5)(b) and (1) thereof.
- 9 This Agreement shall be construed so as to give effect to the purpose and intention of the said Planning and Building (Jersey) Law 2002 (as amended), as at 11<sup>th</sup> January 2024 and any future iteration or successor law of the same.

**NOW THIS AGREEMENT WITNESSES AS FOLLOWS:**



**OPERATIVE PART****1 DEFINITIONS**

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

<b>"Agreement"</b>	Means this agreement including the recitals and schedules hereto;
<b>"Agricultural Impact Appraisal"</b>	Means, the "Agricultural Impact Appraisal" (dated March 2023) supporting the Application (and submitted with the Application and Environmental Impact Statement) that: a) describes, under Section 2.0, the agricultural quality of the Land as "medium" (using the available knowledge at the date of the planning permission); b) evaluates, under Section 3.0, the non-intensive agricultural use of the Land during the Development for rotational grazing of the panelled area of the part of the Site by sheep or similar (from a grass and wildflower meadow mix being sown periodically under the solar arrays), and otherwise resting of the Site for the purpose of assisting soil condition to enable an improvement in soil quality; and arable growing of potato or rye or similar in the non-panelled area of the Land; and c), as described in Section 1.2.1, with the potential of the Land for "agrivoltaics" (dual agricultural/energy generation use).
<b>"Agricultural Corridor"</b>	Means the linear shape of land coloured green shown for identification purposes on Plan 2, being an area shown therein as extending between the perimeter fence line and edge of the hedge situated along the red and blue lines of the Proposed Site and Land in the same ownership of the applicant, and extending Eastwards to coincide with La Rue de Sorel to the Westwards to coincide on the Southernmost Corner of Field J54;
<b>"Agricultural Use Obligation"</b>	Means development of the Land in accordance with the Agricultural Impact Appraisal for ongoing and non-intensive arable use for rotational grazing, or for a similar "agrivoltaic" purpose, without fertilizer except where necessary to enable the growing of crops and/or grass for grazing purposes, being a form of agriculture (as defined by Article 1 of the Protection of Agricultural Land (Jersey) Law 1964 (as amended at 28 <sup>th</sup> September 2021)) compatible with the operation of an installed solar array, save for the use of the extent of Field J36 (not within the Agricultural Corridor) for a Biodiversity Area and/or Screen Planting, for the period of the Development;
<b>"Applicant"</b>	Means, for the purposes of Article 25(5)(b) and (d) of the Law, the <b>JERSEY ELECTRICITY PLC</b> , a company incorporated under the laws of Jersey under company number 67, whose registered office is situated at Queen's Road, St. Helier, Jersey and which company is

		a party to an Agreement to Lease the Land (dated 8 <sup>th</sup> July 2022) with the Owner and pursuant to the Application;
<b>"Application"</b>		Means the application for planning permission, reference P/2023/0408, for the Development in relation the Land of the Site, made on the 23 <sup>rd</sup> May 2023;
<b>"Chief Officer"</b>		Means the person appointed from time to time as the chief executive officer (or equivalent) of the administration of the Government of Jersey responsible for planning and building in accordance with Article 1 of the Law;
<b>"Commencement"</b>		Means the date on which any material operation (as defined in Article 5(7) of the Law) forming part of the Development of any part of the extent of the Site permitted by the Planning Permit or any subsequent planning permission for the Development begins to be carried out other than (for the purposes of this Agreement and for no other purpose) operations consisting of site clearance, demolition work, archaeological investigations, investigations for the purpose of assessing ground conditions, laying of services, erection of any temporary construction-related means of enclosure for the purposes of installation of the Development, the like temporary display of site notices or advertisements and "Commence" and "Commenced" shall be construed accordingly;
<b>"Covenantees"</b>		Means the Owner and Applicant together, jointly and severally;
<b>"Development"</b>		Means the development of the Land as described in the Application and being:  "Construction of a temporary renewable energy generating station comprising ground-mounted photovoltaic solar arrays together with substation/inverter/transformer station, grid connection infrastructure, grid cable, site accesses, security measures, other ancillary infrastructure and landscaping and biodiversity enhancements. Maintain agricultural use of the land";  up to 40 years from the commencement of the period provided for in Condition 5 of the Planning Permit;
<b>"the Environmental Impact Statement"</b>		Means the Environmental Impact Statement (dated March 2022) accompanying the Application;
<b>"Index"</b>		Means the All Items Index of Retail Prices for Jersey as issued from time to time by the Statistics Unit to the States of Jersey;

<b>"Interest"</b>	Means Interest at three per cent above the base lending rate of the HSBC Bank Plc from time to time;
<b>"Bridging Island Plan 2022-2025"</b>	Means the Government of Jersey Island Plan, 2022 (adopted on 25 <sup>th</sup> March 2022) (as may be amended from time to time);
<b>"the Land"</b>	<p>Means, for the purposes of Article 25(5)(c) of the Law, all of only those parts of the geographical areas identified inside of the areas known as Fields:</p> <ul style="list-style-type: none"> <li>a) J16, La Rue de Sorel, St John with UPRN 69211063 to which the Owner has right as devises to the Will of immovable estate of the late Stanley John Morin, which Will was registered in the Public Registry on the 12<sup>th</sup> July 1988;</li> <li>b) J19, La Rue de Sorel, St John with UPRN 69211066 to which the Owner has right as devises to the Will of immovable estate of the late Stanley John Morin, which Will was registered in the Public Registry on the 12<sup>th</sup> July 1988;</li> <li>c) J20, La Rue de Sorel, St John with UPRN 69211067 to which the Owner has right as devises to the Will of immovable estate of the late Stanley John Morin, which Will was registered in the Public Registry on the 12<sup>th</sup> July 1988;</li> <li>d) J21, La Rue de Sorel, St John with UPRN 69211068 to which the Owner has right as devises to the Will of immovable estate of the late Stanley John Morin, which Will was registered in the Public Registry on the 12<sup>th</sup> July 1988;</li> <li>e) J26, La Rue de Sorel, St John with UPRN 69211073 to which the Owner has right as devises to the Will of immovable estate of the late Stanley John Morin, which Will was registered in the Public Registry on the 12<sup>th</sup> July 1988;</li> <li>f) J26A, La Rue de Sorel, St John with UPRN 69211392 to which the Owner has right as devises to the Will of immovable estate of the late Stanley John Morin, which Will was registered in the Public Registry on the 12<sup>th</sup> July 1988;</li> <li>g) J26B, La Rue de Sorel, St John with UPRN 69211393 to which the Owner has right as devises to the Will of immovable estate of the late Stanley John Morin, which Will was registered in the Public Registry on the 12<sup>th</sup> July 1988;</li> <li>h) J36, La Rue de Sorel, St John with UPRN 69211082 to which the Owner has right as devises to the Will of</li> </ul>

		<p>immovable estate of the late Stanley John Morin, which Will was registered in the Public Registry on the 12<sup>th</sup> July 1988;</p> <p>i) J37, La Rue de Sorel, St John with UPRN 69211083 to which the Owner has right as devises to the Will of immovable estate of the late Stanley John Morin, which Will was registered in the Public Registry on the 12<sup>th</sup> July 1988;</p> <p>j) J38, La Rue de Sorel, St John with UPRN 69211084 to which the Owner has right as devises to the Will of immovable estate of the late Stanley John Morin, which Will was registered in the Public Registry on the 12<sup>th</sup> July 1988;</p> <p>k) J39, La Rue de Sorel, St John with UPRN 69211085 to which the Owner has right as devises to the Will of immovable estate of the late Stanley John Morin, which Will was registered in the Public Registry on the 12<sup>th</sup> July 1988;</p> <p>l) J54, La Rue de Sorel, St John with UPRN 69211099 to which the Owner has right as devises to the Will of immovable estate of the late Stanley John Morin, which Will was registered in the Public Registry on the 12<sup>th</sup> July 1988; and</p> <p>shown together outlined in blue on Plan 1 and Plan 2, and being more particularly described in an Agreement to Lease (dated 12<sup>th</sup> September 2022) between the Owner and the Applicant in relation to the said Land, the extent of the said Fields described therein as "the Property";</p>
<b>"the Landscape and Biodiversity Obligation"</b>		Means the requirement to provide, the provision of landscaping and biodiversity enhancements identified on Plan 2 "Landscape Proposals" and including the Plant Schedule, Landscape Principles, and Meadow Grass Biodiversity Area in the location of the Apple Orchard identified therein, together and the maintenance thereof as described therein for the period of the lifetime of the Planning Permission;
<b>"the Law"</b>		Means the Planning and Building (Jersey) Law 2002 (as amended as at 11 <sup>th</sup> January 2024) and as may be amended in future and any successor law thereto;
<b>"Owner"</b>		Means, for the purposes of Article 25(5)(b) and (d) of the Law, Stephen Paul Morin, of 5 Maudeline Farm, Rue de Nimes, St Peter, Jersey JE3 7FF;

<b>"Planning Permit"</b>	Means, the planning permit for the Development, reference P/2023/4048, a copy of which is attached at the Third Schedule hereto;
<b>"Plan 1"</b>	Means the plan reference Sorel 028, entitled "Location Plan", (dated April 2024) which shows: outlined by a blue line the extent of the Land owned and identifies the location of the land interests owned by the Owner (identified by the numerals: "[J]16; [J]19; [J]20; [J]21; [J]26; [J]26A; [J]26B; [J]36; [J]37; [J]38; [J]39; and [J]54; within which blue outlined area is an area outlined by a red line and to the extent of the area within the red line, the area outlined by a red line is the Site; which said plan is attached in the Second Schedule hereto;
<b>"Plan 2"</b>	Means the plan, reference PV1012-MA-01, Revision 11, entitled "Master Plan – Fixed Tilt" (dated 16 <sup>th</sup> December 2021) envisaged to be developed under the Planning Permission by the erection of the Development thereupon and to the extent shown by the area outlined in red and which extent mirrors the area outlined in red on Plan 1; which said plan is attached in the Second Schedule hereto;
<b>"Plan 3"</b>	Means the plan, reference Sorel 029, Revision B (dated March 2023) entitled "Landscape Proposals" showing the outline landscape proposals for the Site during the period that the Development is permitted; which said plan is attached in the Second Schedule hereto;
<b>"the Recreational Use Obligation"</b>	Means the use permitted by the Applicant of the Agricultural Corridor for non-vehicular recreational purposes by the public during the operation of the Development;
<b>"the Restoration Obligation"</b>	Means the details of restoration of the Site set out in the Fourth Schedule to enable the Site to be used upon conclusion of the restoration of the Site for agricultural use on the basis of the requirements of paragraph 7(e) of that Schedule;
<b>"Royal Court"</b>	Means, the Royal Court of the Island of Jersey;
<b>"Site"</b>	Means the extent of the part of the Land outlined in red on Plan 1 and Plan 2, as more particularly described in the First Schedule hereto.

**CONSTRUCTION OF THIS AGREEMENT**

- 2.1 Where in this Agreement reference is made to any clause, paragraph or Schedule or recital such reference (unless the context otherwise requires) is a reference to a clause, paragraph or schedule or recital in this Agreement.
- 2.2 Words importing the singular meaning where the context so admits include the plural meaning and vice versa.
- 2.3 Words of the one gender include all genders and words denoting actual persons include companies, corporations and firms and all such words shall be construed interchangeably in that manner.
- 2.4 Wherever there is more than one person named as a party and where more than one party undertakes an obligation all their obligations can be enforced against all of them jointly and against each individually unless there is an express provision otherwise.
- 2.5 Any reference to any law of the States of Jersey shall include any modification, extension or re-enactment of that law for the time being in force and shall include all instruments, orders, plans, regulations, permissions and directions for the time being made, issued or given under that law or deriving validity from it.
- 2.6 References to any party to this Agreement shall include the successors in title to that party and to any deriving title through or under that party and in the case of the Chief Officer the successors to their statutory functions.
- 2.7 This Agreement shall be construed so as to give effect to the purpose of the Law.

**3 LEGAL BASIS**

- 3.1 This Agreement is made pursuant to Article 25 of the Law.
- 3.2 The covenants, restrictions and requirements imposed upon the Owner under this Agreement create planning obligations pursuant to Article 25 of the Law and are enforceable by the Chief Officer against the Owner.

**4 CONDITIONALITY**

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

**5 COVENANTEES COVENANTS**

The Covenantees jointly and severally covenant and agree with the Chief Officer as set out in the Fourth Schedule so that this Agreement shall be enforceable without limit of time against the Covenantees and any person claiming or deriving title through or under the same Owner to the Site or any part or parts thereof, save where a lease is granted under the Agreement for Lease, whereupon this Agreement shall be enforceable against the Applicant alone (and any person claiming or deriving title through or under the Applicant) and the lease has not been cancelled by the landlord or the parties to the lease agree to a surrender, then being the Owner of an interest in land, for the period of such Lease.



**6 PUBLIC REGISTRY OF CONTRACTS**

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

**7 MISCELLANEOUS**

- 7.1 Where the agreement, approval, consent or expression of satisfaction is required by the Covenantees from the Chief Officer under the terms of this Agreement such agreement, approval or consent or expression of satisfaction shall not be unreasonably withheld or delayed and any such agreement, consent, approval or expression of satisfaction may be given on behalf of the Chief Officer by the Head of Development and Land and notice or communication to the Chief Officer pursuant to the provisions of this Agreement shall be addressed to the Head of Development and Land at Infrastructure and the Environment Department, PO Box 228, St Helier, JE4 9SS or as otherwise notified for the purpose by notice in writing.
- 7.2 Any notices to the Covenantees shall be deemed to have been properly served if sent by ordinary post to and addressed to such party at the address referred to above or as otherwise notified for the purpose by notice in writing.
- 7.3 Insofar as any clause or clauses of this Agreement are found (for whatever reason) to be invalid illegal or unenforceable then such invalidity illegality or unenforceability shall not affect the validity or enforceability of the remaining provisions of this Agreement.
- 7.4 This Agreement shall cease to have effect (insofar only as it has not already been complied with) if the Planning Permit shall be quashed, cancelled, revoked or otherwise withdrawn or (without the consent of the Owner) it is modified (other than by process under Article 10 of the Law) by any statutory procedure or expires prior to the Commencement of Development.
- 7.5 No person shall be liable for any breach of any of the planning obligations or other provisions of this Agreement after it shall have parted with its interest in the Site but without prejudice to liability for any subsisting breach arising prior to parting with such interest.
- 7.6 Nothing in this Agreement shall prohibit or limit the right to develop any part of the Site in accordance with a planning permission (other than the Planning Permit) granted (whether or not on appeal) after the date of this Agreement.
- 7.7 Except in so far as legally or equitably permitted this Agreement shall not prejudice or fetter or affect any statutory power discretion or duty of the Chief Officer and without prejudice to the generality of the foregoing it is agreed between the parties hereto that any benefit or power conferred on the Chief Officer by any of the obligations or covenants by the Owner in favour of the Chief Officer under this Agreement are in addition to any of the Chief Officer's statutory powers under the Law.
- 7.8 Nothing contained herein shall be construed as obviating the need for the Owner to obtain or acquire from any third party with respect to the Development or its use any consents permits authorisations rights interests in land or servitudes.
- 7.9 Nothing in this Agreement shall be construed or interpreted in such a way or inference to be drawn so as to place or create a duty of care upon the Chief Officer as a result of the Chief Officer agreeing to accept the covenants agreements and undertakings on the part of the Covenantees as contained herein.
- 7.10 The Covenantees shall not be entitled to any costs or compensation as a result of the making of this Agreement and the obligations contained herein.
- 7.11 All communications and notices served or made under this Agreement shall be in writing.

**8 WAIVER**

No waiver (whether expressed or implied) by the Chief Officer of any breach or default in performing or observing any of the covenants terms or conditions of this Agreement shall constitute a continuing

waiver and no such waiver shall prevent the Chief Officer from enforcing any of the relevant terms or conditions or from acting upon any subsequent breach or default.

**9 CHANGE IN OWNERSHIP**

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

**10 INDEXATION**

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

**11 INTEREST**

If any payment due under this Agreement is paid late, Interest will be payable from the date payment is due to the date of payment.

**12 DISPUTE RESOLUTION**

In the event that any dispute shall arise in respect of any provision of this Agreement it shall be referred if not resolved within seven (7) working days to the arbitration of an independent arbitrator under the provisions of the Arbitration (Jersey) Law 1998 such arbitrator to be named by the agreement of the parties to the dispute or in default of agreement by the President for the time being of the Royal Institution of Arbitrators upon the application of any party to the dispute.

**13 JURISDICTION**

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

**FIRST SCHEDULE****Details of the Owner's Title and description of the Site**

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

- a) Being Stephen Paul Morin of 5 Maudelain Farm in respect of Field J16, La Rue de Sorel, St John with UPRN 69211063 to which the Owner has right as devises to the Will of immovable estate of the late Stanley John Morin, which will was registered in the Public Registry on the 12<sup>th</sup> July 1988;
- b) Being Stephen Paul Morin of 5 Maudelain Farm in respect of Field J19, La Rue de Sorel, St John with UPRN 69211066 to which the Owner has right as devises to the Will of immovable estate of the late Stanley John Morin, which Will was registered in the Public Registry on the 12<sup>th</sup> July 1988;
- c) Being Stephen Paul Morin of 5 Maudelain Farm in respect of Field J20, La Rue de Sorel, St John with UPRN 69211067 to which the Owner has right as devises to the Will of immovable estate of the late Stanley John Morin, which Will was registered in the Public Registry on the 12<sup>th</sup> July 1988;
- d) Being Stephen Paul Morin of 5 Maudelain Farm in respect of Field J21, La Rue de Sorel, St John with UPRN 69211068 to which the Owner has right as devises to the Will of immovable estate of the late Stanley John Morin, which Will was registered in the Public Registry on the 12<sup>th</sup> July 1988;
- e) Being Stephen Paul Morin of 5 Maudelain Farm in respect of Field J26, La Rue de Sorel, St John with UPRN 69211073 to which the Owner has right as devises to the Will of immovable estate of the late Stanley John Morin, which Will was registered in the Public Registry on the 12<sup>th</sup> July 1988;
- f) Being Stephen Paul Morin of 5 Maudelain Farm in respect of Field J26A, La Rue de Sorel, St John with UPRN 69211392 to which the Owner has right as devises to the Will of immovable estate of the late Stanley John Morin, which Will was registered in the Public Registry on the 12<sup>th</sup> July 1988;
- g) Being Stephen Paul Morin of 5 Maudelain Farm in respect of Field J26B, La Rue de Sorel, St John with UPRN 69211393 to which the Owner has right as devises to the Will of immovable estate of the late Stanley John Morin, which Will was registered in the Public Registry on the 12<sup>th</sup> July 1988;
- h) Being Stephen Paul Morin of 5 Maudelain Farm in respect of Field J36, La Rue de Sorel, St John with UPRN 69211082 to which the Owner has right as devises to the Will of immovable estate of the late Stanley John Morin, which Will was registered in the Public Registry on the 12<sup>th</sup> July 1988;
- i) Being Stephen Paul Morin of 5 Maudelain Farm in respect of Field J37, La Rue de Sorel, St John with UPRN 69211083 to which the Owner has right as devises to the Will of immovable estate of the late Stanley John Morin, which Will was registered in the Public Registry on the 12<sup>th</sup> July 1988;
- j) Being Stephen Paul Morin of 5 Maudelain Farm in respect of Field J38, La Rue de Sorel, St John with UPRN 69211084 to which the Owner has right as devises to the Will of immovable estate of the late Stanley John Morin, which Will was registered in the Public Registry on the 12<sup>th</sup> July 1988;
- k) Being Stephen Paul Morin of 5 Maudelain Farm in respect of Field J39, La Rue de Sorel, St John with UPRN 69211085 to which the Owner has right as devises to the Will of immovable estate of the late Stanley John Morin, which Will was registered in the Public Registry on the 12<sup>th</sup> July 1988; and
- l) Being Stephen Paul Morin of 5 Maudelain Farm in respect of Field J54, La Rue de Sorel, St John with UPRN 69211099 to which the Owner has right as devises to the Will of immovable estate of the late Stanley John Morin, which Will was registered in the Public Registry on the 12<sup>th</sup> July 1988; and

comprising the areas identified on the Plan 1 and which shows outlined by a blue line the extent of the Land owned and location of the land interests owned by the Owner (identified by the numerals: "[J]16; [J]19; [J]20; [J]21; [J]26; [J]26A; [J]26B; [J]36; [J]37; [J]38; [J]39; and [J]54").

**Plan 2:**

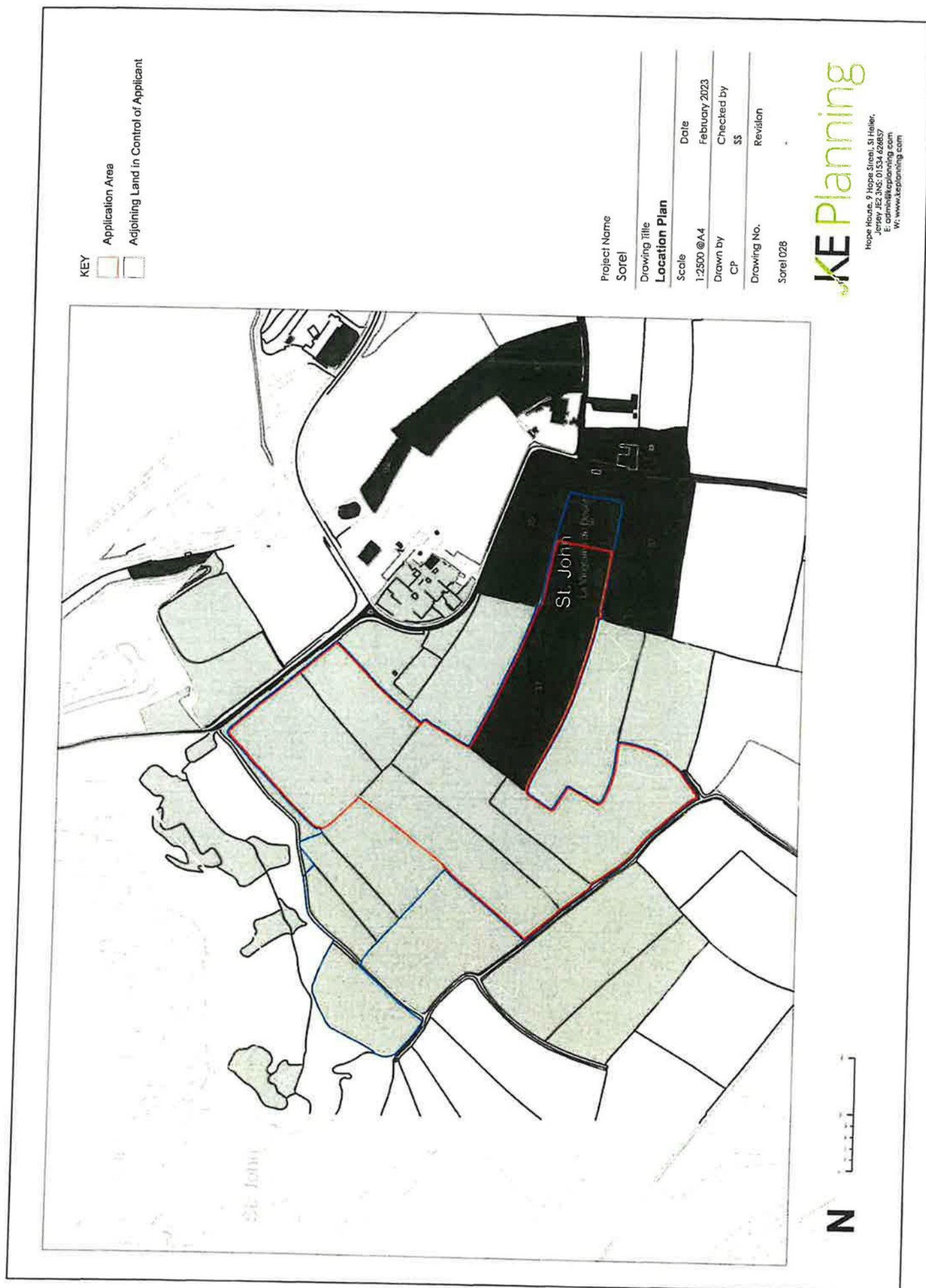
The Applicant made the Application to develop land to the extent shown on the plan, reference PV1012-MA-01, Revision 11, entitled "Master Plan – Fixed Tilt" (identified herein as "Plan 2"), as proposed to be developed under the Planning Permit, by the erection of the Development thereupon and to the extent shown by the area outlined in red (the Site) and whose extent mirrors the area outlined in red on Plan 1.

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

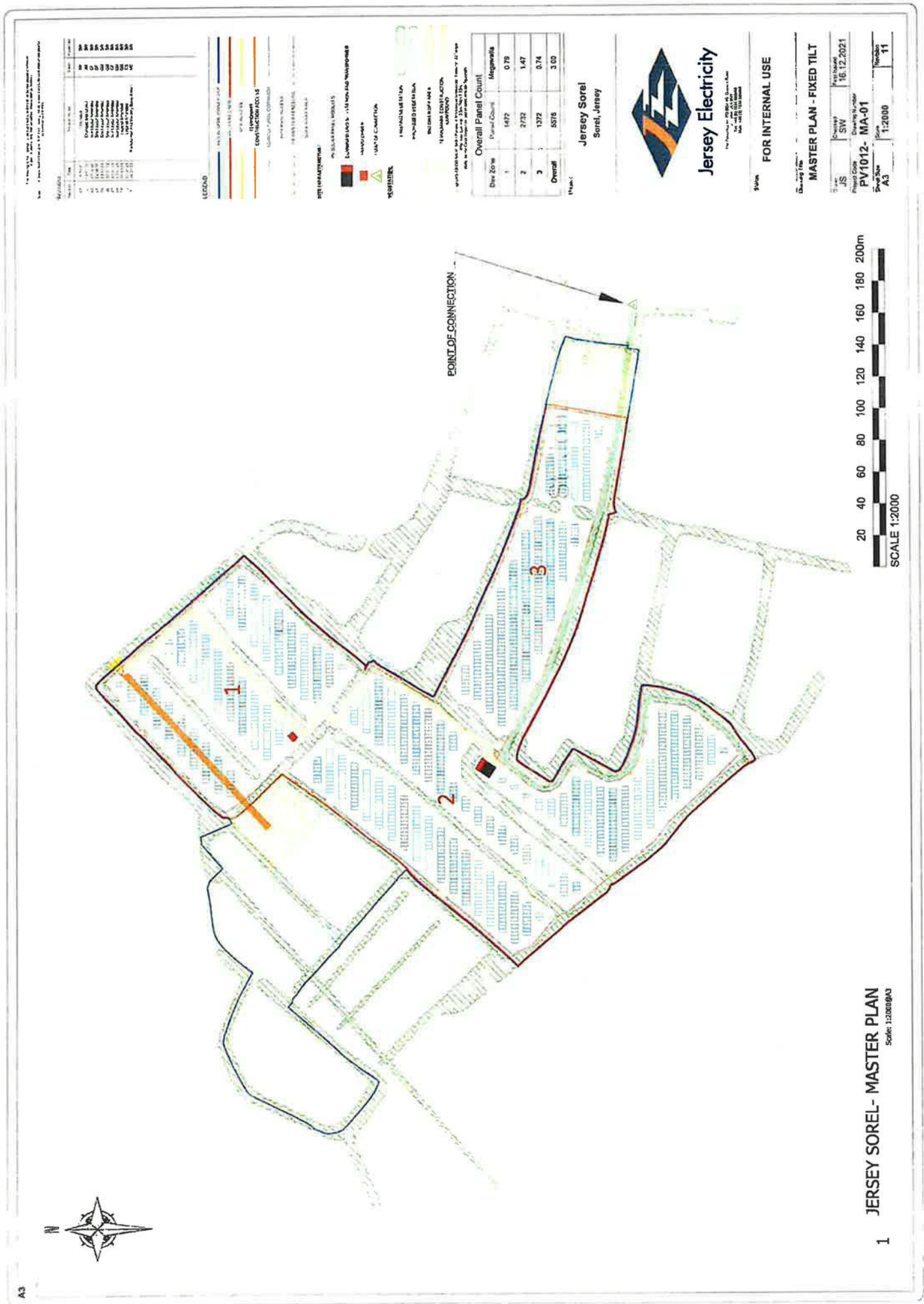
***Second schedule*****The Plans**

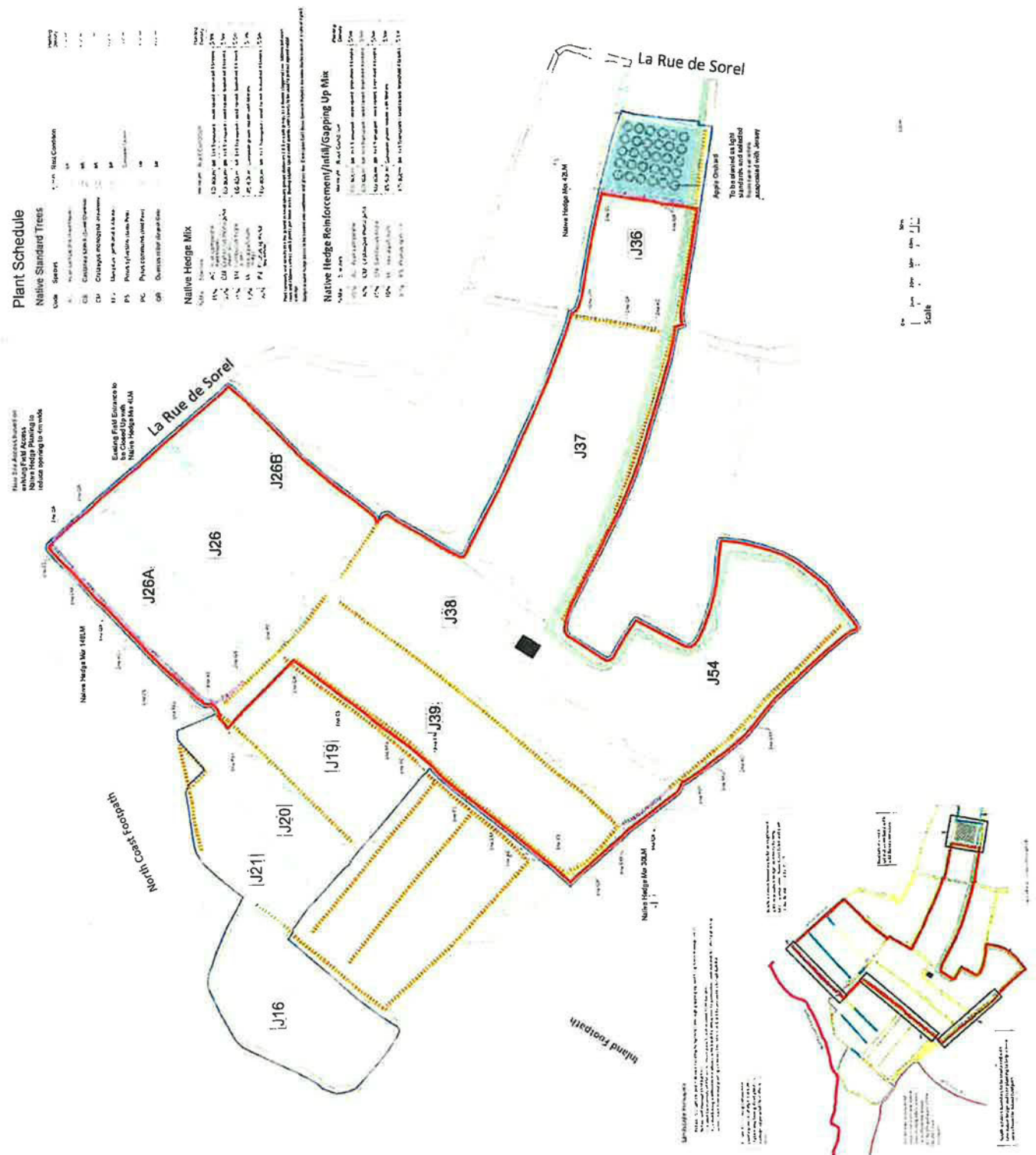
The Plans are:

- a) Plan 1, being the plan, reference Sorel 028, entitled "Location Plan", (dated April 2024); and
- b) Plan 2, being the plan, reference PV1012-MA-01, Revision 11, entitled "Master Plan – Fixed Tilt" envisaged to be developed under the Planning Permission by the erection of the Development thereupon and to the extent shown by the area outlined in red and which extent mirrors the area outlined in red on Plan 1; and
- c) Plan 3, being the plan, reference Sorel 029, Revision B (dated March 2023) entitled "Landscape Proposals" showing the landscape proposals for the Site during the period for which the Development is permitted.









***Third Schedule*****The Planning Permit**



# Decision Notice

States  
of Jersey

## PLANNING AND BUILDING (JERSEY) LAW 2002

Planning Application Number P/2023/0408

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

This permission enures (unless otherwise stated) for the benefit of the land to which it relates and of each person for the time being having an estate or interest in that land.

This decision does not absolve the parties concerned from obtaining, nor does it overrule, any other permission that may be required under any other law. In addition, it does not overrule any private property rights, nor does it absolve the need to obtain the permission of the owner of the land to which this permission relates.

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

**In respect of the following development:**

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

**To be carried out at:**

Fields J26, J26A, J26B, part J36, J37, J38, J39 and J54, La Rue de Sorel, St. John.

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

The proposals comply with Policy ME6, which provides support for large-scale terrestrial renewable energy production. The site represents low-grade agricultural land and the energy return and benefits of the proposal are considered to outweigh the environmental impacts of the development.

**The approval is subject to the applicant's entering into a suitable planning obligation agreement, pursuant to Article 25 of the Planning and Building (Jersey) Law, 2002 (as amended).**

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### Informative:

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

This permission is granted subject to compliance with the following conditions and approved plans:

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

### Conditions:

1. This permission shall cease to be valid after 40 years from the date on which the electrical transmission of the hereby permitted installation is first certified (and that certificate shall be submitted to the Chief Officer within 28 days of it being issued), unless otherwise agreed in writing by the Chief Officer.
2. No part of the development hereby permitted shall be begun until a Construction Environmental Management Plan has been submitted to and approved by the Chief Officer. The Construction Environmental Management Plan shall be thereafter implemented in full until the completion of the development and any variations agreed in writing by the Chief Officer prior to such work commencing. The Plan shall secure an implementation programme of mitigation measures to minimise the adverse effects of the proposal on the environment, and shall include but not be limited to:
  - a. details of any hoarding or scaffolding to be installed;
  - b. Details of a publicised complaints procedure, including office hours and out of hours contact numbers;
  - c. Details of any proposed crushing/sorting of waste material on site;
  - d. Specified hours of working;
  - e. Duration of the works;
  - f. Programme of works;



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- g. Measures to avoid impacts on the adjacent ESA and GSSI to the north of the site;
    - h. Traffic management including pedestrian walkway management;
    - i. Delivery vehicle type, size, frequency;
    - j. A road condition survey to be carried out before and after the construction phase;
    - k. Commitment to carry out a joint highway condition survey and agree to rectify/ or pay for rectification.
3. No part of the development permitted shall be begun until a Schedule of Biodiversity works and Landscaping works has been submitted to and approved by the Land Resource Management Team. Once approved, the Schedule shall be started prior to commencement of the development, continued throughout (where applicable) and thereafter retained and maintained as such. Any variations that may be required as a result of findings on site are to be agreed in writing prior to works being undertaken.
4. No part of the development hereby permitted shall be begun until a report is submitted that covers the findings of the full season of the bat activity surveys, as discussed with Land Resource Management. This report must be approved by the Chief Officer. Should the findings identify the need for further survey these may be required prior to commencement of development on site. Any variations that may be required as a result of findings on site are to be agreed in writing by the Chief Officer.
5. No part of the development hereby permitted shall be begun until a Biodiversity Net Gain report should be submitted to and approved by the Chief Officer. The report should contain an appraisal of the choice of methodology applied to this application and what, if any, adjustments needed to be made to reflect the ecological environment in Jersey.
6. No part of the development hereby permitted shall be begun until a detailed Habitat Management and Monitoring Plan (HMMP), for a minimum period of 30 years, has been submitted to and approved in writing by the Chief Officer. The implementation of the measures outlined in the Habitat Management and Monitoring Plan shall be continued throughout the lifetime of the development and shall be subject to an appropriate review regime as agreed in writing by the Chief Officer.
7. No development shall take place within the site until the implementation of a programme of archaeological works has been secured in accordance with a Written Scheme of Investigation, which has been submitted to and approved by the Chief Officer.



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8. Prior to the commencement of construction of the approved installation, a Logistics Plan shall be submitted to and approved in writing by the Chief Officer, to include: detailed trip generation information; a schedule of vehicular movements; measures to ensure loose debris and dirt does not impact the highway; details of the proposed route to the site.
9. Prior to their first use on site, samples of all external materials to be used (including any hard landscaping and access route materials) shall be submitted to and approved in writing by the Chief Officer. The approved materials shall be implemented in full and thereafter retained as such.
10. Prior to the first certified electrical transmission by the approved installation an ICNIRP certificate shall be submitted to and approved in writing by the Chief Officer. Within 3 months following substantial completion of the development hereby approved, a post-commissioning test demonstrating that the development is being operated strictly in accordance with the approved plans and INCNIRP requirements approved within this permission shall be submitted to and approved in writing by the Chief Officer.
11. Any plant or machinery approved, shall be installed, maintained and operated to such specification that noise generated from these units shall be at least 5dBA below background noise levels when measured, in accordance with BS4142:2014, from within the curtilage of any nearby property.
12. Prior to commencement of the development, a detailed scheme of hard and soft landscaping shall be submitted to and approved in writing by the Chief Officer. Details shall include:
  - a. all existing landscape features to be retained
  - b. the position of all new planting, this must include the species of plant(s)/tree(s) to be planted, their size, number and spacing
  - c. detailed tree pit designs
  - d. seeding specifications
  - e. topsoil specifications and the depth afforded to each planting zone
  - f. the presence of any invasive planting species on site, and if present, a detailed method statement for the removal and long-term management/eradication of the species
  - g. specification for any new surfacing treatments
  - h. specification for any new fencing and gates.

The approved scheme of landscaping shall be fully installed ahead of first operational use of the development.

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### Reasons:

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

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### 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

PV1012-PL-02 Rev 07 Site Layout Plan - with POC

PV1012-PL-01 Rev 11 Site Layout Plan - Fixed Tilt

PV1012-MA-01 Rev 11 Master Plan - Fixed Tilt

034 Proposed Gates and Fencing Rev A

PV1012-EL-01 Rev 06 Site Access Cross Section

Swept Path Analysis 1161-01-ATR-101-A(3)

PV1012-SD-02 Rev 02 Substation

PV1012-SD-03 Rev 02 Proposed Fence Detail

029 Landscape Proposals Rev B

Environmental Impact Statement

### DECISION DATE:

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

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

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

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

The Covenantees agree, covenant and undertake:

**COMMENCEMENT AND OPERATION**

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

**THE AGRICULTURAL AND RECREATIONAL USE OBLIGATIONS**

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

**THE LANDSCAPE AND BIODIVERSITY OBLIGATION**

- 6 Save during the periods of installation of and restoration from the Development, to provide and maintain between those said periods the extent of the area within the blue line shown on Plan 1 also for the Landscape and Biodiversity Obligation;

**THE RESTORATION OBLIGATION**

- 7 That the Applicant will give to the Chief Officer by or before the 39<sup>th</sup> anniversary of the period provided for in Condition 1 of the Planning Permit written notice of the intention of the Applicant to cease operation of the Development upon the expiry of the period of the Planning Permit;
- 8 That the Applicant will cease permanent operation of the solar array by or before the 40<sup>th</sup> anniversary of the period provided for in Condition 5 the Planning Permit;
- 9 That the Applicant will submit by or before the 30<sup>th</sup> anniversary of the period provided for in Condition 1 of the Planning Permit a Detailed Restoration Plan for the Site, which Plan must include the following:
  - a) To have regard to the Recommendations of the Center for Rural Affairs in its "Decommissioning Solar Energy Systems Resource Guide" (June 2022) (as may be amended or substituted from time to time);
  - b) To evaluate the environmental impacts of the decommissioning and restoration of the Site and, in the event of identified likely significant effects engendered by the same, to provide embedded mitigation in the Plan to ensure such effects do not arise;



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

Signed on behalf of the Chief Officer for Environment

by .....

*KELLY WHITEHEAD.*

in the presence of

*TRACEY INGLE*

this *30* day of *July* 2024

Signed on behalf of the Owner

by .....

in the presence of

this *21<sup>st</sup>* day of *July* 2024

Signed on behalf of the Applicant

by .....

*MARK FREECE*

in the presence of

*James King*

this *19<sup>th</sup>* day of *JULY* 2024