

**WRITTEN QUESTION TO THE MINISTER FOR PLANNING AND ENVIRONMENT
BY SENATOR J.L. PERCHARD
ANSWER TO BE TABLED ON TUESDAY 2nd JUNE 2009**

Question

“Will the Minister inform the Assembly of the combined and total cost, including compensation paid to Trinity Holdings Limited, of all fees and charges and any other associated costs of the Trinity landfill rescindment?”

Answer

On 19th December 2003, the Environment and Public Services Committee granted Development Permission in respect of planning application P/2003/2259. This Permission gave consent to create a reservoir and fill in a valley so as to raise fields 519, 520, 521, 524 and 528 (all located in Trinity) (the "Fields") to upgrade the soil quality and manageability.

The Development Permission was modified by Notice, and an Amended Development Permission, dated 11 November 2004. The effect of the Amended Development Permission was to remove the permission to infill the valley in question.

Subsequent to the grant of the Development Permission, the owner of the Fields sold them to Trinity Holdings Limited ("THL"). THL's response to the Amended Development Permission was a claim for compensation pursuant to Article 7(4) of the Island Planning (Jersey) Law 1964, which claim was made by letter dated 12th January 2005. THL's claim was primarily based on the projected loss of profits that it would suffer from no longer being able to use the site for the purposes of landfill. The total claim made was £1,032,696.25 together with certain lesser unquantified sums and a claim for costs incurred in pursuing compensation.

In March 2005 the Committee accepted the possibility of a liability to pay compensation to THL and the Committee sought and secured a sum of £700,000 from the general reserve of the States of Jersey.

The Committee of the day engaged legal advisors and a quantity surveyor to act on its behalf. After protracted and detailed negotiations, a mediation of the dispute took place on 28th April 2009 and a settlement was reached.

As is normal in all such matters, the agreement was subject to a confidentiality clause which protects both parties. Without the express permission of both parties, the final settlement cannot be disclosed. This permission has not been secured and therefore I cannot release the exact details of the settlement without threat of action from the claimant. I do not want to expose to the States to this risk and therefore I do not intend to breach this confidentiality clause.

I can confirm that the total costs including legal fees and settlement was in the region of £700K.