



Hearing Transcript

Project:	Stonestreet Green Solar
Hearing:	Compulsory Acquisition Hearing 1 (CAH1) – Part 1
Date:	20 November 2024

Please note: This document is intended to assist Interested Parties.

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The video recording published on the Planning Inspectorate project page is the primary record of the hearing.

00:00:00:00 - 00:01:05:17

Unknown

Good afternoon. It is now 2:30 p.m. and time for this hearing to begin. I would like to welcome you all to this compulsory acquisition hearing on St Green Solar Project. Can I just confirm that everybody can hear me clearly? And can I also confirm with the case team that live streaming and recording of the event has commenced? Thank you.

00:01:05:19 - 00:01:26:27

Unknown

My name is Graeme. So and I am being appointed by the Secretary of State to examine this application. I'll deal with a few housekeeping matters for those attending in person. Can everyone please send all devices, smartwatches and phones silent if you need the toilet, please not to be found opposite to the left as you go out the door.

00:01:27:00 - 00:01:56:12

Unknown

Are no fire alarms due there. So if the alarm does go, we need to treat it as the real thing and leave calmly and quickly. Fire exit as at the bottom of the corridor as you turn left. And at this time this meeting will follow the agenda published on the National Infrastructure Planning website on the 22nd of October 2020 for Examination Library Reference PD 004.

00:01:56:14 - 00:02:21:03

Unknown

It would be helpful if you had a copy of this in front of you, but I understand the applicant will display a copy of the agenda on screen. The agenda is for guidance only and we may add other considerations or issues as we progress. We will conclude the hearing as soon as relevant. All relevant contributions have been made, no questions asked and responded to.

00:02:21:05 - 00:02:49:21

Unknown

If you cannot answer the question being asked to require time to get information requested, then can you please indicate that you need time to respond in writing? Today's hearing has been undertaken in a blended where some of you are present with the hearing venue and some of you join us virtually using Microsoft teams. We will make sure that, however you've decided to attend today, you will be given a fair opportunity to participate.

00:02:49:23 - 00:03:13:09

Unknown

A recording of today's hearing will also be made available on Stone Street Green Soil, a section of the National Infrastructure Planning website as soon as possible after the hearing has finished. With this in mind, please ensure that you speak clearly to a microphone stating your name and who you are representing each time before you speak. For those with a microphone, you need to press the button to work.

00:03:13:12 - 00:03:45:19

Unknown

The red light indicates that the microphone is live at a table with a microphone. There is a roving microphone, so please match for one of these to be brought to you before you speak. A link to the planning Inspectorate's Privacy Notice was provided in the notification for this hearing. We assume that everybody here has familiarized themselves with this document, which establishes how the personal data of our customers is handled in accordance with the principles set out in data protection laws.

00:03:45:22 - 00:04:09:13

Unknown

Please speak to Spencer Berryman. If you have any questions about this. As we set out in our agenda and attending this hearing debate in the general case, hearing may subsequently be held to hear cases on site specific issues.

00:04:09:15 - 00:04:39:02

Unknown

I'm not going to ask those of you participating in today's meeting to introduce yourselves, starting with those in the room on the state, your organization's name. Could you see yourself stating your name and who you represent and which item you wish to speak on? If you're not representing an organization, please confirm your name. Summarize your interest in the application and confirm the agenda item upon which you wish to speak.

00:04:39:05 - 00:04:52:29

Unknown

Please everybody also state the title by which you wish to be addressed. Mr.. Mrs.. Ms.. Or Ms.. Can we start with the applicant and their advise this.

00:04:53:01 - 00:05:42:29

Unknown

Thank you, sir. He Flanigan, On behalf of the applicant and with me for this hearing is a number of people you've already heard from sitting directly to my left. Jessica Beer, technical director at A.J. Hammer, who's been involved in the initiation. So that's why she's present today. So thank you. Anybody from Ashford Borough Council present? I'm teams of Kent County Council.

00:05:43:02 - 00:05:51:23

Unknown

From National Grid.

00:05:51:26 - 00:06:10:04

Unknown

Are there any other affected persons that are present either in person or on teams care?

00:06:10:06 - 00:06:35:16

Unknown

If there is if there's anyone else in the room today that wishes to speak at this hearing, please can you let me know now? And again, if you could introduce yourself and let us know what your agenda item you wish to speak on this is Harman. Thank you. Linda Harman, board member for Saxon Shores. I don't have anything specific.

00:06:35:19 - 00:06:55:04

Unknown

I want to say. I would like to reserve the right to maybe ask questions at the end. Okay. Are any virtual attendees wish to speak today?

00:06:55:07 - 00:07:27:08

Unknown

Okay, so moving on the purpose of the meeting, this is to cut up. Sorry. So I didn't get my hand up fast enough. Perhaps I could fall into the same category. So. Jonathan Tennant. Mr. Jonathan Tennant. According to that motion support group, and my colleague Simon Lunn here, we would like to have the opportunity, rather, as Linda said, to be able to speak, but possibly all items one and four particularly, but certainly the opportunity for questions at the end.

00:07:27:09 - 00:07:59:24

Unknown

Appropriate, please. Thank you. Okay, Thank you. Okay. So if we move onto the purpose of the meeting, this is to consider the matters on the details, which was published on the 22nd of October 2020 for can I just say, as a general rule, it is not appropriate to display a document having previously been submitted as part of the examination and we would not need to know why such a document needed to be displayed.

00:07:59:27 - 00:08:31:00

Unknown

If during the course of the hearing we need to refer to a document, we will use the document reference Independence Examination Library Applications for Development Consent orders are examined principally through the written process. However, hearings can be examined matters where this is helpful to the examining authority. So this is a subject matter controlled agenda. This means that the matters for discussion today are those matters identified on the agenda.

00:08:31:02 - 00:08:54:10

Unknown

I felt that it was necessary to have this hearing to give me the opportunity to understand more fully the applicant's case should any parties wish to speak, then you will be given an opportunity to do so to assist, assist us and help smooth running of the meeting. Speakers should ensure that their points are relevant to the agenda item at hand.

00:08:54:12 - 00:09:23:14

Unknown

Be polite to the speakers and examination issues based. As I previously said, if someone speaks before you and puts a point that you agree with, there's no date repeated. That is sufficient to say that you agree. I am expecting that we will be able to complete all the items on the agenda for this hearing this afternoon. However, should this not prove possible and we can look for you to submit further statements in writing.

00:09:23:16 - 00:09:54:08

Unknown

I will also be issuing written questions and there may be a further compulsory acquisition hearing scheduled for the week in February 2025, which was identified in the Rule six, and that will deal with specific sites other than the applicant's overall general case, which we will hear now. So does anyone have any comments about the purpose of today's meeting?

00:09:54:10 - 00:10:25:25

Unknown

And I will move on to item two and look like I can ask the applicant to justify its case, the compulsory acquisition and temporary possession, and wish to address the following matters. So a review of statutory and policy tests, relevant review human rights and equality considerations. Consider the structure and content of the Book of Reference. The Statement of Reasons.

00:10:25:27 - 00:10:45:03

Unknown

Consider the structure, content and update position on the funding statement. Consider the structure and content statement reasons and consider any impending legislative legislative changes. If there are any forthcoming.

00:10:45:05 - 00:11:13:16

Unknown

So if I could ask the applicant now to present its case, please thank you, sir. You finally get on behalf of the applicant. So I'm and intend to cover those matters you've just listed. In terms of the general case, the overall case for the applicant in terms of compulsory acquisition is set out in that statement of reasons. AP zero zero.

00:11:13:19 - 00:11:46:19

Unknown

A particularly useful document to rely on, however, is the schedule of negotiations and power sought app a022 that has a number of tables in it. Those are useful because they only set out the plot numbers, but also tie it to the reason for acquisition in respect of that plot. So it deals with the first sort of item of justification, which is why is the land required for the development at all.

00:11:46:21 - 00:12:24:04

Unknown

So taking that table, Table one prejudice and negotiations and powers page forth document, for instance, various plots for Mr. Christopher Price and Richard Price is the first affected party reasons for acquisition, cable route, site access works, landscaping, etc. So plot by plot, the need for the land is set out That relates to the specific works numbers in the draft development consent order as well itemized in that table.

00:12:24:07 - 00:13:12:26

Unknown

At the third document to refer to is the land plans AP seven, which is state relates to underpins that statement of reasons and schedule of negotiations in pounds sort, and in the usual way that sets out that the pink land to be acquired in the blue land over which rights are sought. And then the the fourth and final key documents is the book of reference IP 019 and as is required, categorizes those interested in land as categories one, two and three split into three parts as is required by the relevant regulations.

00:13:12:29 - 00:13:52:16

Unknown

Part one contains Category one and two parties. Part two Category three. Since part three dies with easements or private rights, Part four Crown Land Interests Part five Special category land of which there is not so sorry. In brief, that is the general case of why the land is required. All the land is needed to construct, operate, maintain the development and as far as we can ascertain, no one has suggested that any specific plot or portion of land is not required.

00:13:52:16 - 00:14:47:27

Unknown

No evidence to the contrary. The next element of justification and part of the general case is why that land is needed in terms of what are the benefits, what's the compelling case in the public interest that being the test in the act? Again, the compelling case is set out in the statements of reasons also supported by the planning statement app 151 is the important expansion of the points in the statement of reasons essentially and in terms of the principal component of the compelling case, it is, as has been ventilated already to some extent in the examination, the it the the fact that national policy adopted by Parliament in MPAC and one in three has determined

00:14:47:27 - 00:15:21:11

Unknown

there is an urgent need for new large scale renewable energy infrastructure and that substantial weight should be given to that need. And indeed such development is categorized as a critical national priority. So putting that together, we say that plainly creates an in principle compelling case in the public interest to respond to and meet that need. And in terms of what the specific development will achieve, it's obviously over the threshold.

00:15:21:11 - 00:15:57:08

Unknown

So it policy applies. It is that sort of infrastructure and the numbers are significant and the project will demonstrate or generate an amount equivalent to 35% of the electricity generated from solar in the whole of Kent. So it's a meaningful contribution to the UK's renewable energy targets. And there are other benefits ecological enhancement, biodiversity, net gain, rights of way, which we say are also important.

00:15:57:08 - 00:16:25:06

Unknown

But it's the renewable energy that is need and benefits which lies at the heart of the compelling case. So that's the compelling case. So I was then going to turn to, in accordance with the items under item two of the agenda, the provisions of the development consent order, which swept over this morning somewhat and part them for this afternoon.

00:16:25:08 - 00:17:15:14

Unknown

And so just picking up the DCI, the relevant provisions in part six and that suite of them. So they're all familiar and largely standard provisions. Article 22 compulsory acquisition undertaker made compulsory acquire so much of the order land as is required the the compulsory acquisition power that goes with Article 26, which is the power to compulsory acquired right so land in 22 rights and 26 there's various other provisions in the to which go with that.

00:17:15:14 - 00:17:51:16

Unknown

Those two principle ones 24 statutory authority to override easements and other rights. It means that we can override easements without automatically cleansing the title. That's a less draconian provision provision in that respect. It also can apply where diligent, diligent search hasn't identified an easement, for instance, a prescriptive right or something of that sort. Article 25 limitation to five years for exercise of the authority to acquire land.

00:17:51:18 - 00:18:34:17

Unknown

So it's not unlimited. Article 27 extinguishes private, right. So again, enabling the development to come forward, ensuring that no inconsistent rights which would stop that happening. Article 29 Supplementary power to acquire subsoil and airspace only. So again that that is a lesser power essentially to avoid the more draconian power of a greater, greater acquisition or acquisition of rights.

00:18:34:20 - 00:19:30:22

Unknown

31 We discussed in some detail this morning temporary use, temporary possession, and again the inclusion of that is enables more proportionate and more proportionate approach to avoid compulsory acquisition, if only temporary possession is required. Article 34 Statutory undertakers enables and extends the powers to acquiring land of statutory undertakers, subject to any protective provisions. 38 gives effect to the protected provisions in Schedule 30 and the.

00:19:30:25 - 00:20:16:28

Unknown

The final article I wanted to refer to is Article 49, which is guarantees in respect of payment of compensation. Undertaker may not exercise the powers that conferred in respect of compulsory acquisition until a guarantee has been put in place. So that provides a further set, further security literally in terms of funding and is provided is included because the private undertaker said, Just walk away, we're on the temporary possession powers it might be used to pick up.

00:20:17:03 - 00:20:48:01

Unknown

We'll put this in writing as well. But a question you raised this morning on the temporary possession powers Article 30 wall and question of notification given to landowners that temporary possession powers are included in the order and could therefore be exercised if the order is made. And question is, has such notification been given out where the answer is?

00:20:48:01 - 00:21:21:13

Unknown

It has been given in the all land owners. Yes. A copy of the Section 48 notice that is required that Section 48 notice expressly refers to the fact that the order includes both compulsory acquisition of land and rights and temporary possession. So the express notification, it's all saying, I think important context. The temporary possession is obviously a lesser power than the more defining power of compulsory acquisition.

00:21:21:13 - 00:22:16:03

Unknown

So it's essentially a package of powers. It's not something entirely separate. So that is the those are the principal provisions of the draft consent order still under the list of items in on this agenda item negotiation. Next, the case on this is set out in the schedule of negotiations and see provide an update in a moment. But just before I do, I think it's important to note the context

here, which is that the applicant has already negotiated and completed property agreements with the majority of freehold owners and land of land across the site.

00:22:16:05 - 00:22:55:17

Unknown

And no doubt that's reflected by the attendance or lack of it today from principal landowners. And so significant negotiation non agreement has been reached and you see that in particularly table walk in the schedule of negotiations where in respect of the landowners in that table, all of them have agreed with the applicant option agreements and the only one that an option agreement has not yet been agreed is number one, Christopher Price and Richard Price.

00:22:55:17 - 00:23:36:01

Unknown

But in respect of that, affected percent, heads of terms have been agreed so significantly down the line and we've no reason to think that we won't progress further. So a significant measure of agreement in this case, notwithstanding that agreement, compulsory acquisition powers are required and we say justified by the compelling case in order to protect against a scenario whereby freehold owners can grant a lease and, and or and the applicant requires powers to extinguish private rights.

00:23:36:04 - 00:24:19:27

Unknown

So that's a position on the specific facts of this case. The there are potentially three categories of landowners, not the statutory categories in the ACT, but in table one, you have the the principal landowners with whom, as I say, there is a significant measure of agreement. You have the statutory undertakers. There is also in table two in the schedule of negotiations, the plots within the highway boundary over which rights are sought.

00:24:19:29 - 00:24:50:15

Unknown

And just to be clear, those are plots in respect of which people have rights, but only in only subsoil rights to the middle of the highway, which comes with owning a property next to the highway. There's no practical impact in terms of property rights for those parties and bear in mind at the session negotiations, as you requested, that that will be updated during the inquiry that the examination.

00:24:50:17 - 00:25:27:29

Unknown

So that's the negotiations. Human rights and equalities is also on the list and also a part of justifying compulsory acquisition. I can be relatively brief on this. Obviously there is interference with the Article one protocol on right to peaceful enjoyment of possessions, but we had plainly justified in this case both due to the overriding need and as evidenced by the lack of substantive objection, no residential land being acquired.

00:25:27:29 - 00:26:05:23

Unknown

So articulate the right to private and family life is not engaged in this case. But even if it was, we might be justified that interference would be justified for the same reason. So that's human rights. No impediment to the next limb of the general case, no impediments to compulsory acquisition. The schedule of consent IP 018 explains what consents are required but are not incorporated into the development consent order.

00:26:05:26 - 00:26:39:00

Unknown

So it's itemized is those. And it also concludes that there's no reason to think that any of those will not be forthcoming, saying no impediments created in that respect. And again, my submission, no evidence has been shown that there are anyone else that there are any impediments, reasonable alternatives. Next part of the general case dealing only here with alternatives in the context of compulsory acquisition, not wider alternatives.

00:26:39:03 - 00:27:36:00

Unknown

We said the applicant has considered all reasonable alternatives to compulsory acquisition, particularly all the negotiations which I've just referred to, which have led to a significant measure of agreement. So it is pursued as policy requires private agreement and using compulsory acquisition as a last resort in terms of project alternatives. If you have a has Chapter three which describes the alternative, the auctioneering process underlying the project, and the conclusion from that is that there are no reasonable alternatives on the basis that do nothing is not a reasonable alternative given the need for the scheme and a reduced scale of development is not appropriate given the need for the project.

00:27:36:02 - 00:28:16:18

Unknown

So putting all that together, we signed a legal test in statute in the 2008 Act. The policy tests in the compulsory acquisition guidance are satisfied and a compelling case is made out such that

compulsory acquisition is justified. Just to confirm that overall summary, I have not dealt with Crown land or statutory undertakings or funding in detail because that subsequent items on the agenda.

00:28:16:18 - 00:29:01:17

Unknown

So I was leaving that to them. Okay, thank you. I so I'd like to move on and ask a few questions based on the submitted documents. Firstly, paragraph 6.1. of the statement of reasons ap020 states that there are some heavily negotiated agreements in almost final form and you start one question for myself for clarity Have these been converted into final signed agreements?

00:29:01:17 - 00:29:48:26

Unknown

Are this subject to obtaining the development consent order? Yes, they said that the position is that they the option agreements, many of which have been signed, will be subject to the grant of development consent order, develop a consent. So they are they all signed. They will be at I exist they are necessarily have that evidence of optionality. The basis that they have, they won't be exercisable at all.

00:29:48:29 - 00:30:23:06

Unknown

They are dependent upon the grant of the consent. So it's all in that world basis in which the consent is granted. I may have been reduced to writing and the relevant distinction is the what I flagged between the, the option agreement, which are all in grade on me in the of negotiations. There are the heads of terms as at eiting entry law in that schedule, which has yet to be converted to an option agreement.

00:30:23:06 - 00:31:04:16

Unknown

So that's not an option agreement is that sense of terms, but that's why we say having everything negotiated, that's a position where in Okay, thank you for that. Following on paragraph 6.4.5 of the Statement of Reasons EP 020 gives a number of reasons why the site was selected and cross-references the Environmental statement. Chapter five Alternatives and Design Evolution s010.

00:31:04:19 - 00:31:30:19

Unknown

You might consider this a little bit off topic, but the seventh bullet point refers to a site map being best and most versatile land. But 20% of the application is on best and most versatile land. I'm aware that the statement has made another document submitted by ourselves as well, so I'd be grateful if you could comment further on this.

00:31:30:21 - 00:32:22:21

Unknown

Obviously, there will be best and most versatile land acquired as part of this process, so that's the reason for asking. Yes, saying since my last comment, I can say to my clients, thank you. 80% is three Bay Nonagricultural saying not within the definition of best, the most versatile. So there is an element of best and most versatile. The way that's phrased, I think, is that yes, 80% is three B or lower and therefore 80% is not best and most versatile.

00:32:22:24 - 00:32:56:23

Unknown

It isn't meaning to say that the whole site is at best the most versatile. The basis, as you say, that applied in some BMV within the site. So that if there was any lack of clarity that that that is the clarification the applicant has sought to reduce, avoid minimize the use of best and most versatile land, which is discussed in detail elsewhere in the environmental statements.

00:32:56:25 - 00:33:30:12

Unknown

So yes, it seems to me that that is sufficiently clear based on a second reading. Yeah. In some of the documents it reads as though it's absolute, as it's not on best and most versatile land. But as we we've heard, 20% of it. So maybe you need to review the some of the environmental statements too, to reflect that.

00:33:30:15 - 00:34:08:04

Unknown

So, yes, well, we'll check the wording. As you say, it shouldn't it shouldn't read like that. And we can we can make clear intention to. Moving on. I note that EDF Energy Renewables Ltd have an interest in plots three, four and five oblique corner, and these are referenced in the book of reference SAP 019. I also note that in their relevant representation r077 they have said that they have had no response from the applicant.

00:34:08:08 - 00:34:52:16

Unknown

Their latest approaches, nothing in the comments that the successful negotiations are critical to this matter as the use of compulsory powers. It could remove ADF sites would be wholly appropriate. Could the applicant comment on EDF's response and update the current position and confirm your expectation that these negotiations will conclude satisfactorily by the close of the examination? Yes, we've seen that remark in the relevant representation.

00:34:52:18 - 00:35:38:17

Unknown

They we do think it's important to clarify, first off, that we have been the applicant has been talking to Eddie Energy Renewables Ltd for two and a half years. So in so far as it suggested in that relevant information, that's not the case. We can't imagine that was intended, but it's not factually correct. They say that that there is an well understood and recognized potential relationship between the table rates of the applicant scheme and the Stour Solar Farm Scheme, which is being promoted by EDF Energy Renewables Ltd.

00:35:38:19 - 00:36:06:05

Unknown

The relationship is that the table rate for the applicant scheme will go east west on its way to the Snelling substation, the east, our solar scheme. The table from that will need to go north south to get also to the substation and therefore there will be an underground crossing of the two cables. At some point. That's understood by both parties.

00:36:06:05 - 00:36:34:11

Unknown

What is happening as a private agreement is that a cooperation agreement is being progressed and it's well advance to ensure that both can come forward entirely compatibly and we think there is absolutely no reason why they can't. And it might mean that there needs to be a sufficient depth in terms of trenching to ensure that that cross light cable crossing underground is sufficient separation or something of that sort.

00:36:34:13 - 00:37:09:06

Unknown

Not entirely achievable, but that is the extent of the physical interrelationship place based proximity. In terms of the cable crossing, the the applicant's cable is at all times outside the security fence of the entire proposed scheme. So it doesn't get within the boundary of that fence. So that's the position we certainly don't accept. We haven't been talking to them or we haven't been engaging them.

00:37:09:06 - 00:37:35:26

Unknown

We have. We can evidence that by the cooperation agreement, which we can refer to further in writing. And there's one further point that we just want to mention is that we recognize EDF Energy Renewables Ltd have an interest in ensuring that that the cable crossing can happen satisfactorily if that scheme comes. They are not, however, a statutory undertaker.

00:37:35:28 - 00:38:05:23

Unknown

Obviously EDF Energy, in terms of its group will be statutory undertakers within that corporate grouping. EDF Energy Renewables Ltd are a company set up to promote. They promote renewables development here. They're promoting the Stour Solar Farm in the same way that the applicant is promoting its solar farm development. So they are not occupying land in pursuance of statutory functions.

00:38:05:28 - 00:38:43:03

Unknown

This is not not the same type of occupation as, say, National Grid. So that is a matter of fact and it means that the applicant is not interfering with any EDF statutory undertaking. Just to make that clear to EDF Energy. Renewables don't suggest otherwise because they know the position themselves that that is that is the position. So as I say, we can respond to that in writing given they put the relevant representation and I that persists in the meantime.

00:38:43:05 - 00:39:33:11

Unknown

Thank you. Earlier today we discussed the Grid connection statement, EP 148 and paragraph 2.35. That statement talks about the use of existing ducts and at 2.37 use of potentially horizontal hydraulic drilling to feed the cables through a new route outlined this morning. Just think about this a little bit further. Have we got specific routes for option and option B in terms of the existing ducts or what the line of the proposed new ducts would be?

00:39:33:14 - 00:40:11:22

Unknown

I asked this just for clarity that the appropriate land has been highlighted in the book of reference. Yes, in respect to the existing ducts, their location is no. So yes, we do know where those are in terms of if in the unlikely scenario, new ducts are required by drilling, then land has been secured in the land plants for that purpose.

00:40:11:25 - 00:40:40:15

Unknown

I say with confidence that that would have been secured with a view to that. So it should be capable of incorporating that and achieving that purpose. See, I can take that away and provide further detail on what that might involve in terms of land. Take and how that corresponds to what you see in the land plans. In the book of reference, the White light assistance construct.

00:40:40:18 - 00:41:20:13

Unknown

That would be helpful. Thank you. You said in your presentation you helpfully set out the cross-referencing to the draft development consent order in relation to compulsory acquisition interests. My question here relates to Article 23, which refers to the compulsory acquisition of land incorporation of Mineral Code, references made to recent DCR precedents and the explanatory memorandum where similar article was removed.

00:41:20:13 - 00:41:54:12

Unknown

My question here is would there be any compulsory acquisition of mining rights? What do we know of any known mineral reserves under this site? And if there is, and should Article 31 be removed? So if you can't.