

Aldington and Mersham Support Group Submission for Deadline on 25th September 2025

Ref	Secretary of State Request for information	Applicant's Response	AMSG Comments
	Agreements in respect of Kent County Council ("KCC") land interests		
3	The Applicant and KCC are asked to provide an update on the status of their negotiations in respect of voluntary agreements for KCC land interests, which are related to flood storage and cable drilling. If agreement has not yet been reached, details should be provided setting out the reasons why, and when agreement is expected to be reached.	The Applicant and its agent have continued to attempt to engage with Kent County Council (KCC) to progress this matter. KCC recently instructed an agent to act on their behalf and have not indicated that they are unwilling to enter into a voluntary agreement. Heads of Terms were shared with KCC's agent and the Applicant awaits any comments. The Applicant continues seek engagement with KCC and will endeavour to do so in an effort to agree a voluntary agreement with KCC.	We do not know where these "land interests" are. However, as we have maintained throughout, KCC Highways failed to recognise the dangerous impact this scheme will have through its reliance on the existing tortuous highway network for construction traffic access between the A20 and Aldington. It is not only areas of adopted highway for which presumably EPL may now need to consider seeking a CPO. They should also be discussing with KCC other areas which they (and ultimately the Principal Contractor) will need to use to ensure public safety once the scheme, if consented, commences.
	Agreements in respect of Environment Agency ("EA") land interests		
4	The Applicant and the EA are asked to provide an update on the status of their negotiations in respect of voluntary agreements for EA land interests, which are related to flood storage and cable drilling. If agreement has not yet been reached, details should be provided setting out the reasons why, and when agreements is expected to be reached.	The Applicant and its agent have continued to engage with the Environment Agency (EA). The Applicant shared Heads of Terms with the EA and received comments on these from its appointed agent during the Examination. The Applicant received additional comments from the EA's agent on 3 September 2025. The Applicant will continue to liaise with the EA's agent to resolve these discussions allowing Heads of Terms of be agreed and a voluntary agreement to be finalised.	Presumably one of the key additional comments from the EA's agent (based on the EA's response letter) concerns the financial terms the agency requires. If, as we imagine, consent payments of this sort ultimately find their way back to the public purse (mitigating EA costs) or better still get directed into local environmental improvement schemes, hopefully EPL will accede to the terms proposed.
	Protective Provisions – Statutory Undertakers		
5	The Applicant and South East Water should confirm the status of protective provisions proposed for the benefit of South East Water. If agreement has not yet been reached, details should be provided setting out the reasons why, and if and when agreement is expected to be reached.	<p>The Applicant confirms that there are limited South East Water assets within the Order Limits, the majority of which are abandoned mains. The Applicant considers that South East Water's assets are appropriately protected under the protective provisions in Schedule 13, Part 1 of the Draft Development Consent Order (Doc Ref. 3.1(G)) [REP8-004].</p> <p>The Applicant wrote to South East Water in February 2024, seeking confirmation that South East Water considered its assets were appropriately protected under the Draft Development Consent Order (Doc Ref. 3.1(G)) [REP8-004]. South East Water did not respond.</p> <p>Following the Secretary of State's letter South East Water has engaged with the Applicant and confirmed that provided any diversions are applied for at the appropriate time then it has no objection to the Project (a copy of the relevant email from South East Water is provided at Appendix 2 below).</p>	We are concerned that Southeast Water may have inadvertently overlooked the existence of at least one locally important main that runs north/south through fields 25, 24 and 23. Indeed we believe the main may approximately follow the proposed route of EPL's haul road out of the site compound in field 25. Any such main will be at risk of damage through the installation of the panel framework up to 3m below ground level, construction of other infrastructure and installation of haul roads. Relocating such mains on a north/south axis will mean a long circuitous route to the east towards Mersham to avoid this development, since presumably the EA would not allow a realignment to the east close to the Aldington Flood Storage Area dam. Routing along Station Road via the bridges at Evegate Mill would imperil listed buildings and involve a road closure. Further, in anticipation of such a major mains realignment involving HDD under the East Stour River at some point, what prior discussions (if any) has EPL had with the EA about this seemingly inevitable pre-construction requirement? Is it acceptable conceptually to the EA? We think the likely re-routing of any major

			main and consequential impact locally should have been made clear and not left, as it is, up in the air.
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6	The Applicant and Colt Technologies Limited should confirm the status of protective provisions proposed for the benefit of Colt Technologies Limited. If agreement has not yet been reached, details should be provided setting out the reasons why, and if and when agreement is expected to be reached.	The Applicant has sought to engage with Colt Technology Services Limited ('Colt') throughout the Application process. This included consulting with Colt about the Project in 2023 before submitting the DCO application and notifying Colt of the acceptance of the application for Examination by the Planning Inspectorate in 2024. With regard to the protective provisions, the Applicant sent to Colt a copy of the proposed standard protective provisions included at Part 2 of Schedule 13 to the Draft Development Consent Order (Doc Ref. 3.1(G)) [REP8-004] on 14 February 2024 ('the Part 2 PPs'). No response was received from Colt. On 22 August 2024, Lumen (a Colt affiliate) emailed the Applicant in response to the section 56 notice to confirm that it and City of London Telecoms (COLT) have "no objections" to the Project (a copy of the relevant email from Lumen is provided at Appendix 3 below). In light of this confirmation of no objection, and given the lack of engagement from Colt regarding the protective provisions during the application and Examination process, the Applicant assumes that Colt is content that its interests are adequately protected by the Part 2 PPs in the Draft Development Consent Order (Doc Ref. 3.1(G)) [REP8-004].	
7	The Applicant and Lumen Technologies Limited should confirm the status of protective provisions proposed for the benefit of Lumen Technologies Limited. If agreement has not yet been reached, details should be provided setting out the reasons why, and if and when agreement is expected to be reached.	The Applicant has sought to engage with Lumen Technologies UK Limited ('Lumen') throughout the Application process. This included consulting with Lumen about the Project in 2023 before submitting the DCO application and notifying Lumen of the acceptance of the application for Examination by the Planning Inspectorate in 2024. With regard to the protective provisions, the Applicant sent to Lumen a copy of the Part 2 PPs on 14 February 2024. No response was received from Lumen. On 22 August 2024, Lumen emailed the Applicant in response to the section 56 notice to confirm that it had "no objections" to the Project (a copy of the relevant email from Lumen is provided at Appendix 3 below). In light of this confirmation of no objection, and given the lack of engagement from Lumen regarding the protective provisions during the application and Examination process, the Applicant assumes that Lumen is content that its interests are adequately protected by the Part 2 PPs in the Draft Development Consent Order (Doc Ref. 3.1(G)) [REP8-004].	
8	The Applicant and OpenReach Limited should confirm the status of protective provisions proposed for the benefit of OpenReach Limited. If agreement has not yet been reached, details should be provided setting out the reasons why, and if and when agreement is expected to be reached.	The Applicant has sought to engage with Openreach Limited ('Openreach') throughout the Application process. This includes consulting with Openreach about the Project in 2023 before submitting the DCO application and notifying Openreach of the acceptance of the application for Examination by the Planning Inspectorate in 2024. With regard to the protective provisions, the Applicant sent to Openreach a copy of the Part 2 PPs on 14 February 2024. No response was received and Openreach has not otherwise engaged with the Application. The Applicant assumes that, given the lack of engagement from Openreach during the application and	

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		Examination process, Openreach is content that its interests are adequately protected by the Part 2 PPs in the Draft Development Consent Order (Doc Ref. 3.1(G)) [REP8-004].	
9	The Applicant should also confirm if there are any other statutory undertakers for which there are ongoing negotiations in respect of proposed protective provisions. If any other negotiations are ongoing, the Applicant should provide an update confirming the status of the proposed protective provisions, the reasons for disagreement, and if and when agreement is expected to be reached.	The Applicant confirms that there are no further ongoing negotiations in respect of the proposed protective provisions.	
	Easement Rights – Freehold Landowners		
10 &11	At Compulsory Acquisition Hearing 1 and 2, the Applicant outlined that it had reached option agreements or signed Heads of Terms with the majority of freehold owners of land within the order limits of the Proposed Development and that it was in advanced negotiations with the few remaining freehold owners where only easements rights are required. The Applicant should provide an update on the status of these negotiations. If agreement has not yet been reached, the reasons for this should be set out, and details on if and when agreement is expected should also be provide.	<p>The Applicant, its agent and its legal representatives have continued to liaise with impacted parties to formalise and finalise the remaining agreements.</p> <p>Christopher Robert Price and Richard Cleveland Price – The Applicant and these Affected Persons have agreed Heads of Terms, engaged legal advisers and are close to finalising legal agreements. The Affected Persons will require consent from third parties that hold existing land interests over the land before entering into legal agreements and the Applicant and its legal advisers have engaged with these parties and their legal advisers to assist. The Applicant is confident that legal agreements will be secured within four weeks.</p> <p>Douglas John Wanstall, Geoffery Wanstall and Richard John Wanstall – The Applicant and these Affected Persons have agreed Heads of Terms, engaged legal advisers and are close to finalising legal agreements. The Affected Persons will require consent from a third party that holds existing land interests over the land before entering into legal agreements and the Applicant and its legal advisers have engaged with this party and its legal adviser to assist. The Applicant is confident that legal agreements will be secured within four weeks.</p>	<p>We find it curious that EPL says that the Affected Persons “will require consent from third parties”. We believe this may include the leaseholder of the 50-acre Partridge Solar Farm adjacent to Church Lane constructed 10 years ago.</p> <p>It is our understanding that EPL overlooked the existence of this Interest when formulating its scheme. We have frequently, with examples, expressed our concerns about the competency of the Applicant to safely construct and manage this huge project and if we are right about this serious oversight (where the onus appears now to be being put on the Affected Persons to sort things out) this only serves to underline this point.</p> <p>Perhaps EPL can indicate to the Secretary of State exactly when it first contacted this leaseholder about its scheme and the cables they wish to install across this land and the critically important construction access that they require.</p>
	Section 135 Consent – Department for Transport Crown Land		
12&13	On 20 June 2025 the Department for Transport provided a letter confirming that the Secretary of State for Transport has given consent pursuant to sections 135 (1) and 135 (2) of the Planning Act 2008 in respect of various plots of land and thereby agrees to the wording of Article 42 of the draft Order. For the avoidance of doubt, the Applicant and the Department for Transport should confirm if Crown consent has now been provided for all Department for Transport Crown Land. The Applicant should also confirm that all necessary Crown consents and authorisations have been obtained.	The Applicant confirms that Crown consent has been provided for all Department for Transport Crown Land. The Applicant also confirms that all necessary Crown consents and authorisations have been obtained.	
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Biodiversity Net Gain Requirement			

14	<p>The Applicant is invited to comment on the proposed insertion of new sub-paragraphs (1)(a) and (b) in Requirement 8 of the draft Order, which is shown in italics below: 8 - (1) The authorised development must not commence until a biodiversity design strategy has been submitted to and approved by the local planning authority, such approval to be in consultation with the Environment Agency, Kent County Council and the relevant statutory nature conservation body. (a) The biodiversity design strategy must include details of how the strategy will secure a biodiversity net gain for all of the authorised development during the operation of the authorised development of at least 100% in area-based habitat units, at least 10% in hedgerow units, and at least 10% in watercourse units; calculated using the biodiversity metric published by the Department for Environment, Food & Rural Affairs on 12 February 2024, or such other biodiversity metric approved by the relevant planning authority in consultation with the relevant statutory nature conservation body. (b) The biodiversity design strategy must be substantially in accordance with the outline landscape and ecological management plan, must be implemented as approved and maintained throughout the operation of the relevant part of the authorised development to which the plan relates.</p>	<p>The Applicant has reviewed the suggested change and is content with the suggested wording. The Applicant notes that the definitions of "biodiversity design strategy" and "biodiversity net gain requirement" in Article 2(1) of the Draft Development Consent Order (Doc Ref. 3.1(G)) [REP8-004] will need to be amended to reflect the amendments made to Requirement 8.</p>	<p>We are pleased to see the suggested toughening up of the requirements in terms of the delivery of BNG. We only wonder whether other documents such as the LEMP (to be finalised at a later stage) and the Project's "Design Principles" may in some way be used to lessen the effectiveness of this important revision which appears to have been readily accepted by EPL without caveat.</p> <p>If the scheme is consented, we sincerely hope that the much-vaunted BNG gains will be properly monitored throughout the 40 years at EPL's cost and that as and when recommendations are made over the years, these will be acted on to ensure the scheme delivers all that it claims it will.</p> <p>If consequential amendments to the Draft DCO are required to safeguard this point, we hope they will be incorporated.</p>
	Flood Risk Assessment		
15	<p>Following the March 2025 publication of the new Environment Agency flood and erosion risk data referenced in [AS-027], the Applicant submitted an updated Flood Risk Assessment at Deadline 5 [REP5 015]. The Environment Agency is invited to comment on the updated assessment and confirm whether it is still in agreement with the assessment's conclusions, in line with the signed statement of common ground [REP4-015].</p>	<p>The Applicant notes that a response to this matter has been set out within Section 4.11 of Closing Statement (Doc Ref. 8.25) [REP8-029]. This notes that in light of the Flood Map for Planning (FMP) updated by the EA in March 2025, the Flood Risk Technical Note (Doc Ref. 8.18) [REP8-025] confirms that the assessment of flood risks and water environment effects provided in the DCO application remain valid and no updated/new assessments or amendments to the Project are required. Figures 10.2.8-10.2.10 in the ES Volume 4, Appendix 10.2: Flood Risk Assessment (Doc Ref. 5.4(B)) [REP5-015] and Figure 10.4 in ES Volume 3, Chapter 10: Water Environment Figures 10.1-10.8 (Doc Ref. 5.3(A)) [REP5-011] were updated during the Examination to reflect the new flood risk data.</p> <p>A Flood Risk Technical Note (Doc Ref. 8.18) [REP8 025] was initially submitted at Deadline 5, and updated at Deadline 8 to include an figure that was erroneously omitted. This confirmed the updated data from March 2025 did not alter any of the conclusions in the ES.</p>	