

**AGENDA for the COUNCIL OF MANAGEMENT of the
NEW ASH GREEN VILLAGE ASSOCIATION LIMITED meeting to be held at
The Pavilion On Tuesday 17th September at 8.00pm**

1. Those Present & Apologies for absence
2. **APPROVAL REQUIRED** – Approval of previous minutes dated 13th August 2024
3. **MINUTE** – Actions Discharged from previous meetings. Items proposed closed –
4. **MINUTE** – Balance, 2025 budget update, Arrears
5. **MINUTE** – (DG) NAGVAL vs Mr J Frankland – Case K04ZA294 concerning the nonpayment of contributions to the VA was heard before Deputy District Judge Campbell on the 23rd August at the Royal Courts on Justice on the Strand. Mr Frankland was ordered to pay claimed contributions within 14 days. DDJ Campbell did not accept there was a car park licence too
6. **MINUTE** – (DG) Mr J Frankland vs NAGVAL – Case K4QZ8E96 being hear on 27th September 2024, Claim for parking at Black lion
7. **DECISION REQUIRED** – (JM) The Junior Football Club have asked to use the sportsfield on June 21st and 22nd 2025 for their annual football tournament
8. **DECISION REQUIRED** – (JM) Christmas opening / cover
9. **ADVICE REQUIRED** – (DMJ) Accessibility on paths and crossings across the village
10. **DECISION REQUIRED** – (DG) NAG Social have formally requested to use the Meadow for the annual fireworks display on Saturday 2nd November. Insurance and risk assessments to follow, as in previous years. (Appendix 1)
11. **DECISION REQUIRED** – (CC) Solar farm proposal by Evolution Power – Exhibition report attached, Decision on next steps (appendix 2)
12. **DECISION REQUIRED** – (CC) Strategic priority: Public EV fast charging points in Village Pavilion car park – email of 5th September attached. Decision on lease v. licence (appendix 3)
13. **UPDATE** – (CC) Oast House Nursery – both planning appeals allowed
14. **UPDATE** – (JM) Kyle and Hannelie’s training is ongoing. They are now both becoming very competent at all aspects of house transfers, the finance, lighting and greenland processes. Kyle has also started learning the amenity processes, and Hannelie will be covering this in the coming weeks. Hannelie and Kyle both have access to the bank account, and while Kyle now has access to the direct debit software, I was waiting to make sure Hannelie’s Lloyds access was set up before adding her to the system.
15. **UPDATE on our Strategic Priorities**
 1. EMCO Triangle and general pitch improvements and fortifications
 2. Public EV fast charging points in Village Pavilion Car Park & marking out of car park
 3. Creation of 3G Pitch
 4. Redevelopment of outdoor gym area
 5. Opening Tennis Courts for residents/public usage
16. **UPDATE on our Operational Priorities**
 6. Risk Assessments review

7. Village Hall Roof
8. Street Manager
9. Digitise office archive.

17. UPDATE - (DMJ) – Various Hardlands

- a) Lighting
 - i. Awaiting updated quote from Cabletest – 50 Redhill Wood - replacement bollard
 - ii. Awaiting quote from Cabletest – 104 Millfield - replacement head
 - iii. Complaint in progress – Lambardes
 - iv. Village Hall internal lighting – need a supplier??
 - v. Awaiting quote from Cabletest, Village Hall – External Column needs new supply
 - vi. Review of Cabletest work thus far
- b) Village Hall
 - i. Surfacing of carpark – Quotes requested from Ash Paving, LMB & ACL
 - ii. Wall – Ideal Building & Innovative Improvements supplying re-quotes as requested by Insurance Company
- c) Barriers
 - i. Olivers Mill Insurance Claim – Remains of old barrier removed by Manions, insurance claim update?
 - ii. Spring Cross replacement – Awaiting Amenity response.
- d) Play Parks
 - i. Repairs Completed to Colt Stead, Caling Croft, Lambardes
 - ii. Roundabout on Lambardes is still TBA.
 - iii. Closure of Olivers Mill play area
- e) Drains
 - i. Pavilion Car Park Drains completed
 - ii. Punch Croft/Ash Road entrance drain completed
 - iii. Awaiting CCTV survey for the above.

18. Any Other Business

- a) Open Tickets on Zendesk (DMJ)
 - i. Soakaways on VA Land OMRS
 - ii. Village Hall Toilets – NAGARA
- b) Amenity Matters
 - i. VA Barriers
 - ii. Caternary Cable – Garage 21 Penenden

19. Other Confidential matters.

20. Dates of next meetings:

- Monday 14th October 2024 - 8pm (CoM Only Budgets)
- Wednesday 13th November 2024 - 8pm
- AGM Wednesday 20th November 2024 - 8pm (ALL)
- Tuesday 10th December 2024 - 8pm

Appendix 1



Bringing the community together

New Ash Green Social Committee
committee@nagsocial.co.uk

9th September 2024

Dear Village Association,

The New Ash Green Social committee is organising the village's annual Bonfire/Fireworks display and wishes to formally seek permission from the VA to hold this year's event on the Meadow, on Saturday 2nd of November 2024.

The provisional timings for the event will be as follows:

Initial Setup will begin at	10:00 am
Gates Open	17:30
Bonfire	18:15
Fireworks Begin	19:00
Formal Finish	19:30
Clear down	20:30

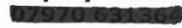
As with previous years, in order to setup the event the committee will need to escort vehicles onto the Meadow from 10:00am for the safe transportation of the fireworks, generators & lighting, safety equipment's and stalls. Public parking will not be permitted on the Meadow or the Minnis. Can the VA please confirm if permission granted, keys can be made available for the above vehicle access via the Minnis on to the Meadow?

Given the success of the bonfire over the last couple of years, can we also ask if Greenlands could be in attendance to assist in building the bonfire again this year, woodchip paths, and generally advise and assist in limiting the impact of the event on the field as with previous years? I will of course also reach out to Paul Yeoman directly.

We will look to ensure rubbish is cleared up after the event but the main litter pick will occur during the morning of Sunday 3rd November during daylight hours.

Yours faithfully

Dean Gorton
Deputy Chair - New Ash Green Social Committee


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www.nagsocial.co.uk

Solar Farm Proposal

Report of exhibition on Tuesday 10 September 2024

I attended the exhibition held on 10 September and spoke (mainly) to Evolution Power's public relations consultant, Charlie Vavasour (whose [website](#) describes him as "an experienced crisis communications specialist who provides strategic and crisis management support to organisations whose reputation is in danger of being damaged").

The exhibition was described by the company's representatives as the best attended of any that they had held. I was there for about the first three hours and throughout that time there were at least 30 to 40 people present at all times, including district councillors from both Ash & New Ash Green and Hartley, County Cllr David Brazier, and the Ash-cum-Ridley parish clerk, Chairman and several councillors. No other CoM members attended while I was there.

The exhibition display boards may be downloaded at <https://www.newashgreensolar/Consultation>. The information provided, although well-presented, did not give much specific detail about the implementation of this proposal and it was very much based on intent rather than fact or was a general promotion of the virtues of solar power.

Charlie Vavasour was reluctant to give me his personal contact details although they are available on his [website](#). He suggested for any further contact using the Evolution Power email address (info@newashgreensolar.co.uk) and telephone (08082 753027).

The overwhelming impression of the majority of attendees that I spoke to was that the Evolution Power proposal is on an unsuitable site, notwithstanding many people supporting the principle of renewable power generation. Not surprisingly, those living in Redhill Wood were particularly opposed to the plans.

CoM needs to decide how to engage with the consultation process in a way that will represent the views of residents (which cannot be distilled simply to 'support' or 'object') whilst aiming to negotiate the best possible outcome for the village in the event that permission for the project is granted. We could just submit a response using the questionnaire form supplied or rely on the offer of a meeting (see below). Ideally, we should probably do both. Evolution would be happy to respond to any further questions.

The questions and answers below are those that I put to the company's representatives at the exhibition.

My additional comments are in italics.

How much do you know of the legal structure of New Ash Green and the purpose of New Ash Green Village Association?	Nothing. <i>I and Louise explained the structure.</i>
What consultation are you planning with the Village Association which is the major landowner of much of the land west of the site?	Willing to engage as necessary.
Would you be able to attend a CoM meeting to discuss mitigation strategies and community benefits?	Yes, very willing. <i>Confirmed by Giles Frampton, Evolution Power director. We need to initiate this, I suggest either on 13 November (when they will have analysed the consultation results and will be preparing the planning application) or, possibly, at the AGM on 20 November to widen the meeting to all VA members. If neither is convenient for Evolution Power, or to allow enough time for discussion, it might be necessary to arrange a special meeting. The Parish Council is also being pressed to hold a public meeting for all residents.</i>

Will you be having any further consultations once the planning application has been submitted?	Through the planning system.
How widely did you distribute your brochures? Not everyone in New Ash Green has received one.	1,000 copies sent to the properties nearest to the site. <i>Many people were complaining that they had not received the brochure.</i>
Why have you chosen this site? Access is by single-track country lanes and largely on a steep west to north-west facing hillside with a 2 mile cable run to connect to the Grid.	It is outside the statutory landscape area (AONB), has a suitable southerly aspect, high solar irradiation (in common with all southern England), convenient Grid connection (2 miles is normal), suitable access and a willing landowner.
Is it feasible to mount PV panels efficiently on a site that slopes in a north-westerly direction?	They dispute that the aspect is unsuitable, and the slope of the site is not significant. <i>Their presentation actually refers to the steepness of the site as being a factor in making it less suitable as agricultural land.</i>
How do you propose that construction traffic will avoid the residential parts of New Ash Green? Redhill Road passes through and close to many residential neighbourhoods.	They would use Redhill Road and manage the single-track roads. <i>They did not deny that the road system was challenging but reckoned it was manageable and similar to other sites they are developing (but have not yet started constructing).</i>
Will the cable connection across New Ash Green be under Redhill Road or its verge?	Not known. <i>I explained that only the road is highway land whilst the verges are owned by NAGVAL.</i>
How much of the 235 acres will be used for solar panels or other infrastructure?	The footprint of the panels themselves would cover about 10% of the land. Most of the site, apart from woodland, public rights of way and buffer zones, would be used for PV panels and associated infrastructure. The site would have a 10 metre buffer zone on its boundaries with roads.
What will the remaining land be used for?	Grassland (pasture for sheep), meadows, screens.
What impact will the installation of solar panels have on drainage on this steeply sloping site?	None.
Will there be a risk of soil erosion by rainwater concentrated between the panels and increased flooding on the valley bottom roads which are already vulnerable to flooding after heavy rain?	No. If flooding is an issue, they might be required by planning conditions to put flood prevention measures in place.
The whole site is within a groundwater source protection zone, a large part is in the critical inner zone. How do you propose to protect water supplies from possible contamination?	Not an issue – nothing is potentially polluting.
How will you guarantee that the land will return to its original state in 40 years?	It will be a condition of the planning permission.

If Evolution Power is not the operator by then, will any subsequent company abide by this agreement?	It will be a legal requirement on whoever owns or leases the land.
Is it not likely that there will be a continuing need for electricity so there will be a further planning application so that the panels will just be renewed?	That is a possibility.
Will Evolution Power Holdings continue as the site operator, or will it be devolved to a subsidiary company?	A subsidiary company will operate the site.
I assume that Evolution Power or its subsidiary will be leasing the site. Would the lease have an option for extending the term?	Not mentioned.
Where will the battery storage inverters/transformers and substations be located?	Scattered throughout the site. Not close to residential properties.
How much of the site will they occupy?	A small proportion, less than 10%.
What storage capacity will be provided?	The main purpose will be to store the electricity produced by the site and release it to the Grid when required.
Are they just intended to store surplus power generated on site or will there be a two-way connection to the Grid so they can be used as balancing and network management for the Grid?	The question of a two-way connection was not answered, it will depend on how the cables are installed and whether the Grid connection is suitable.
How will you guard against the possibility of fires in the batteries?	Not an issue. They will abide by the advice of Kent Fire & Rescue.
What noise levels are experienced from the operation of inverters?	Noise will not be intrusive. Inverters will not be located near the edge of the site.
What mitigation is intended in this location with low ambient noise?	
Do they create any electro-magnetic radiation?	Very little.
You say you have experience in developing and financing more than 50 solar generation projects but only two sites are mentioned on your website, both of which are still in the planning stage.	It is a new company with no completed projects. Those two sites are the only ones in development at this time.
Can you give some examples of completed projects that are similar to your proposal here?	Although members of the team have worked in other companies that have completed sites, they do not want to share the details because of confidentiality.
What examples of benefits for the local communities in those areas can you give?	<i>However, in response to a question from a member of the public, a visit to a similar operational site was said to be a possibility.</i>
Which local communities will benefit from the community benefit fund?	Details were very sketchy. Environmental and community projects were mentioned. When pressed, the sums of money involved were said to be, perhaps, in the region of £10,000 per year.
What type of projects would you support and how much money is involved?	<i>I did give the company's representative an idea of some of the projects that the VA is pursuing but which are in need of funding,</i>
How will the fund be managed?	

	<i>including the village hall roof replacement with solar PV and battery storage, new playground equipment, lighting upgrading, improving the Pavilion changing rooms and the 3G sports pitch.</i>
What guarantee is there that it will continue for the life of the project?	Not answered
What evidence do you have of biodiversity improvements from your previous projects?	The site would be able to support a range of flora and fauna.
Will public footpaths need to be diverted?	No, just fenced and screened.
How will the site be fenced and secured, especially along the public rights of way that cross it?	Post and wire deer-proof fences with hedgerow planting along them. The fencing would allow the passage of animals up to the size of foxes and badgers but not deer.
All your material focuses on the site being suitable for sheep grazing – the fields are currently used by dairy cattle, will that be able to continue?	No, only sheep.
In view of the many archaeological finds in the area, including from the Roman and Neolithic periods, and the archaeological notification area covering the entire area, what further precautions, in addition to the geophysical survey, will you need to take to avoid possible damage from installing the PV panels?	Not known. Sevenoaks District Council will look at this as part of the planning application.
You only say that existing woods will be protected “ where possible ”. How do you propose to protect the ancient woodland within and adjacent to the site?	Ancient woodland will not be touched. This will be a condition of the planning permission
Will you require more than one access point to prevent vehicles passing through Middle Wood and Viney Wood?	Not known yet.
Where will maintenance vehicles access the site during its operational life?	Not known yet.
You say that there is no option in Sevenoaks District other than using Green Belt land for renewable generation. What consideration has been given to putting PV panels on buildings and car parks?	They are not interested in this type of project, only greenfield sites.

Cameron Clark
11 September 2024

Appendix 3

Hi Dean & the rest

I've had a question from my contact at Believ, forwarded from their legal department.

They want to know why a licence is preferable to a lease of the land from our point of view.

This raises a few points that we need to clarify:

- Is the car park included in the lease to NAGSPL? If it is, does NAGSPL have the power to grant a lease?
- If the VA is the freeholder of the relevant land, with no sublease, can the VA rely on paragraph 3(7) of the Memorandum to grant a lease to Believ. That says, the objects of the VA include "the disposal of a lease for a term of years certain of the Sports Pavilion and the associated Sports Field situated at New Ash Green bounded by the Landscape Depot, Punch Croft Road, Punch Croft neighbourhood, Knights Croft neighbourhood, Redhill Road and Ash Road". Although designed to allow the grant of the lease to NAGSPL, the wording appears to be sufficiently broad to allow the grant of a lease of all or part of the defined area, which includes the car park, to anyone.
- If there is no restriction in the Mem & Arts or the NAGSPL lease on granting a lease of part of the car park to Believ for a fixed term, is there any other reason why we would want to avoid a lease and insist on a licence?

Let me have your views, please, before I respond to Believ.

Regards
Cameron