Planning Inspectorate
Arolygiaeth Gynllunio

Hearing Transcript

Project:	East Pye Solar
Hearing:	Transcript of compulsory acquisition hearing 1 (CAH1) – Part 2
Date:	18 November 2026

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00:00:07:21 - 00:00:11:16
Thank you very much. The hearing is resumed. It's eleven forty one.

00:00:13:13 - 00:00:26:12
Ms. Proomfield, I understand that we were have agreed that you would take away the proposed action point and return to the examining authority under Agenda Item six on the last question concerning the extent of permanent rights.

00:00:28:17 - 00:00:42:00
Moving on then to my next question which is concerning biodiversity net gain and litigation land for ecological purposes. I'm going to move to the book of reference and paragraph 4.1.1.

00:00:54:04 - 00:01:20:09
Okay, thank you. So Paragraph point one of the book of reference identifies a substantial number of plots for ecological mitigation or enhancement works. My question to the applicant, what assessment was undertaken to determine the extent and location of these plots? And where can the examination see the assessment supporting the inclusion of these plots as identified in the book of reference? Thank you.

00:01:24:22 - 00:01:52:23
UNIDENTIFIED Deb Greenfield for the applicant. So the rights being sought relate to both mitigation refer to both mitigation and enhancement on the basis it's recognized through that delivering mitigation, you can also achieve some form of enhancement. So if, for example, you're looking again at the cable route corridor, that includes the ability to

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remove and relocate hedgerows and species, so other features. So obviously, we would need to replace those hedgerows where they have been removed, but we could replace them with a more species rich mix or a more dense type of hedgerow and that would deliver a form of enhancement

rather than replacing like for like. But so the right has been designed to include both the elements of those

00:02:29:18 - 00:02:48:25
petro planting activities that constitute the mitigation, but also recognizing that it could deliver a degree of enhancement. So the drafting of the rights has been chosen to make that clear. That's distinct, I suppose, from some of the rights that are purely related to

00:02:50:23 - 00:03:48:06
hedge rows maintenance, which is that first tranche of plots that you see in the table that you've just referred to in the book of reference, which replicates the table in the draft DCA. And those are the plots that have been identified where the applicant considers it's necessary from a sort of mitigation perspective to have some degree of control over that hedgerow. As I mentioned earlier before the break, the need to make sure that the hedgerow height is kept at a certain level to provide the mitigation impacts, but then also infilling of an existing hedgerow to ensure that it provides the screening function that is required as part of the scheme, but recognizing that the provision of infilling of hedgerows and things like that also can deliver in addition to the mitigation, a degree of enhancement and can count towards the BNG requirements.

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However, the rights are being sought predominantly for the mitigation element of that. So that's why those plots have been included because it's been identified for mitigation purposes that it's necessary to seek compulsory acquisition powers. And then in terms of the assessment that's been done, the applicant has gone through obviously the output of the environmental impact assessment, identified the commitments that have been required and the mitigation that's been relied upon to ensure the conclusions of that environmental impact assessment are robust and where

00:04:27:07 - 00:04:57:24
a particular feature such as a hedge row has been identified as providing that mitigation feature. There is an obligation in the outline management plans to ensure that those hedgerows are retained, and therefore, we're seeking an appropriate compulsory acquisition right in order that we can deliver on the commitments that have been made in the management plan. So in terms of an assessment that's been carried out, the applicant has looked at the commitments that are required in order to

00:05:00:03 - 00:05:01:26
reach the conclusions on

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likely significant effects in the ES and where mitigation has been identified as being necessary to deliver those outcomes, it has included the necessary land rights required in order to ensure it can deliver that mitigation.

00:05:19:18 - 00:05:44:04
It's Broomfield. Thank you. I just want in terms of the assessment you discussed, was the distinction taken in term from compulsory purchase perspective? Was the distinction drawn between the plots required for mitigation to make the development acceptable or enhancement, which goes above and

beyond making the development acceptable? So what's the distinction drawn in that assessment? Thank you.

00:05:45:28 - 00:06:28:16
Claire Greenfield of the applicant. Yes, for the reasons that you've just mentioned. Obviously, the applicant was looking to make sure that there was a justified case for the land or the rights being sought and that justification is based on the mitigation requirements. There are a number of plots that are required for multiple purposes, so they may have mitigation element, they may also be required for underground cabling or access routes. So there are a number of plots where there are a combination of different elements that form part of them, but the justification for the inclusion is because of either the work or the mitigation that's required there.

00:06:29:23 - 00:06:49:17
That land being then brought in within the scheme for those mitigation or works requirements, the applicant has then sought to see whether that land can also deliver enhancements in order to make sure, obviously, it's delivering the best outcome it can for the scheme. But yes, that distinction was made when looking at the plots to be included within the order limits.

00:06:49:27 - 00:06:55:25
Thank you. Just wonder if is that assessment to enter into the examination, is that available to the examining authority?

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Claire Bloomfield, the applicant. And that was part of the plot by plot review that I mentioned that the applicant did through a series of workshops to determine what was going to be included within the final order limits.

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We are and this, I think, perhaps answers what we're going to come back to at end of the agenda item. We have been looking at the question second question 2.5.4, which was asking for further explanation of the different categories of rights and why they're being sorted and why they're necessary. So we're looking to update that table to bring in into some of the points you mentioned just before the break. So it's all included in one place. When we're looking at those hydro plots that you've mentioned there, that table will then explain why those plots are required from a mitigation perspective.

00:07:51:17 - 00:07:53:10
That is helpful. Thank you.

00:07:54:25 - 00:08:12:08
My second question on the biodiversity neck pain environmental mitigation. If voluntary agreements remain the preferred mechanism, what evidence led the applicant to conclude that compulsory powers are nevertheless necessary for these plots? Where can the examination see that assessment? You.

00:08:15:17 - 00:08:17:29
Claire Bloomfield for the applicant.

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So as we previously said, the intention is to seek voluntary agreements. However, compulsory acquisition powers are being retained in case those agreements fall away or new interests come forward. It's necessary to have compulsory acquisition powers, particularly because the requirements place, obviously, a statutory obligation on the applicant to implement and comply with the final versions of the management plans. And therefore, in order to avoid being in breach of those statutory requirements to comply with the management plans because you didn't have the necessary land rights, that is the justification for including a compulsory acquisition power because it ensures the applicant in the absence of a voluntary agreement can go on and comply with its obligations under the management plans.

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At the moment, obviously, the agreement there is a set period of time within which compulsory acquisition powers can be exercised. So the applicant would need to make a decision as to whether it has the necessary agreements permanent agreements in place before that time period expires to decide whether it does, in fact, need to exercise the compulsory acquisition powers. What is typical is that where you have a completed agreement property agreement in place that has been finalized and you've registered at the land registry, it is not typical for those powers to then be exercised where you have a binding agreement that then applies to future landowners.

00:09:58:26 - 00:10:28:02
That's normally sufficient and you wouldn't seek to actually exercise the powers. But at the moment, those the applicant has a series of option agreements with the main landowners and is seeking to enter into option agreements with cable corridor landowners. So those are not the final registrable completed agreements. There's a further stage to go through, and the applicant would decide following that stage whether it needed to utilize those compulsory acquisition powers or not before they expired.

00:10:30:08 - 00:11:04:23
It's Brumfield, thank you. I think my question was in terms of what evidence led the applicant to conclude that compulsory powers were necessary. So my question is more about the timeline. So if I take it that the starting point is that voluntary agreements would be the preferred mechanism, was the decision to pursue compulsory acquisition taken at the same time or was there a gap in time? So I just wanted to understand what was the reasoning, the logic, the assessment that we're going to pursue voluntary agreements. And I'd ask you to provide evidence as to why compulsory powers are also being sought.

00:11:04:25 - 00:11:18:16
So was there a timeline, a gap between those decisions? Or was it a decision taken? We will pursue voluntary agreements, but at the same time, we'll have the compulsory acquisition available just in case. I'm just curious as to how the process worked out for this project. You.

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Claire Breenfield for the applicant. So as is consistent across nationally significant infrastructure projects of this scale,

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a decision was made at the outset that compulsory acquisition powers would be sought in conjunction with proceeding with voluntary agreements.

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I'm not I'm only aware of one solar DCO application that didn't include any compulsory acquisition powers as a fallback from the outset. Similarly, other energy nationally significant infrastructure projects take the same approach. So it's an industry wide approach. There was nothing specific about this particular scheme that would warrant deviation from that approach, and that's largely on the basis that obviously, there's a large jigsaw puzzle of land assembly that's required to in order to deliver schemes of this scale.

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And you will therefore and as is supported in the guidance, it is typical to proceed with compulsory acquisition in conjunction with seeking voluntary agreements. So from the outset, that was the approach that this project was proposing to take.

00:12:34:03 - 00:12:57:06
Perfect. Thank you. In respect of the plots required for biodiversity net gain or ecological mitigation, is it the case that you have not achieved voluntary agreements for those plots or you've partly achieved voluntary agreements and are now relying on proposed acquisition? Just give us a picture of in terms of the proportion of agreements made for the plus concerning biodiversity gain? Thank you.

00:13:24:23 - 00:13:44:24
Care Broomfield for the applicant. Apologies. Just trying to clarify whether we had the information for each of those single plots that we could... That were in that first row of the table here, but it might be something that we can confirm that it's a mixture effectively of different statuses. Some of the plots are within land that forms part of the existing.

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So you've got that land that's owned by landowners who also have an option agreement for the solar arrays and then there are some that are different. So I think we'd need to provide I don't think we've got it on a plot by plot breakdown in terms of the exact status of each of those plots that are listed as in to go through now in terms of the status of it, what the applicant's approach was, was obviously there are landowners with which it is also seeking other powers, so where also it's seeking powers for either acquisition of freehold for the solar array or it's also seeking cable right easements than those the discussions relating to hedgerow have kind of formed part of the discussions in respect of those agreements.

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It's only from a compulsory acquisition perspective that we're sort of splitting them out as it were, whereas voluntary discussions have considered both cable rights, hedgerow and access all as one kind of package of rights being sought. But for the purposes of the DCO, we sought to split them out. So it's quite clear from a compulsory acquisition perspective what powers are being sought over, what plots. So there are some landowners who those discussions are being in had the context of other voluntary agreements that are being sought.

00:15:08:06 - 00:15:47:21
And there are some landowners who only have hedgerow where we're seeking rights in relation to hedgerow maintenance with them and Mr. Cannon can provide an update on the status of those discussions. But in terms of the decision that was made, which I think is where we're coming back to, it flowed from the identification of the mitigation through the IA process, the establishment of the commitments that were required to make and then an exercise was done to establish what kind of land right was necessary to ensure we could deliver on that mitigation measure.

00:15:47:23 - 00:15:58:08
So that was the sort of the process of the thinking behind identifying those plots as being required for hetero mitigation. Alex?

00:15:58:10 - 00:16:25:05
Thank you. I just want to perhaps as an action point, just provide a note in terms of my first question, if you can provide a response to an action point in terms of determining the number of plots we've gained voluntary agreement and the number of plots you intend to take for BNG, but you haven't gained voluntary agreement. So just draw a clear distinction between voluntary agreement and CA powers needed to procure the land you intend to take for BNG purposes. Thank you.

00:16:25:17 - 00:16:53:03
Clare Breen for the afternoon. Just to be clear, obviously, you're referencing BNG. The point I'm making is the powers we're seeking are to deliver environmental mitigation measures. They may also happen to deliver BNG credits, but that's not the purpose for which the applicant is seeking compulsory acquisition powers. The powers are being sought to deliver mitigation measures. It will also, as a result, deliver BNG credits, but that's not the purpose for which the powers are being sought.

00:16:53:06 - 00:16:55:27
Are there any plots solely needed for BNG?

00:16:57:18 - 00:17:14:11
Claire, Bloomfield, the applicant, no, they all include an element of mitigation, whether it's Skylark mitigation measures, for example, but the habitat being created for the Skylarks, it then also delivers a BNG gain.

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You.

00:17:23:17 - 00:18:06:20
You. I have no further questions on the ENGIE's token by metal mitigation. Moving next to negotiations and last resort. And I'm referring back to the applicant's EX Q1 responses over compulsory purchase. My recollection, my record of your response in relation to progress with voluntary agreements and such like you stated in your response that sixty nine effective parties have been identified, fourteen option agreements have been completed, nine for the heads of terms agreed, twenty seven negotiations ongoing and eighteen interests have not yet entered negotiations.

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Do you have access to that information? It's the response to EX Q1. Thank you.

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Ms. Broomfield, thank you. So can the applicant update these figures and explain how the current position supports the contention that compulsory acquisition remains a measure of last resort? Thank you.

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Everyone for the applicant. So my understanding is that as of the date of this hearing, those statistics remain the same in terms of the number of completed option agreements and agreed heads of terms. Obviously, negotiations have been continuing since the submission of the response to your first written questions and the applicant is going to be providing an update to the land rights tracker for deadline three setting out progress that has been made.

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There has been a degree of progress in terms of the negotiations that have taken place. But in terms of that resulting in signed heads of terms that we haven't yet reached that next milestone, I suppose, between deadline two and today's hearing. But there has been progress being made, and the applicant very much intends to continue those negotiations and remains hopeful that heads of terms agreement on heads of terms will be reached with a number of those landowners prior to the close of the examination.

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Obviously, it's typical for projects of this nature that some landowners may not be willing to enter into negotiations until the Secretary of State has made a decision. On the scheme or because they may also be objecting in principle to the scheme. So there will be probably some instances of landowners where we're not able to make significant progress between now and the close of the examination.

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But the applicant's position is that those it is very much trying to progress those negotiations, and therefore, it is a last resort to have to utilize compulsory acquisition powers. But for the reasons I explained just earlier in the hearing, there are a number of reasons why compulsory acquisition powers have to be retained, notwithstanding the completion of voluntary agreements. So whilst it is as a last resort, the last resort is still to deal with issues that might arise even after you've completed those voluntary agreements.

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Thank you. That answered my question. Just my second question on this topic is concerning part of 6.4.3 of the statement of reasons.

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Springfield, thank you. So paragraph 6.4.3 of the statement of reason states that negotiations have influenced design and reduced impacts. And the applicant identifies some examples where negotiations have reduced land take, reduced the right sort, narrowed corridors, altered route alignments or replaced permit acquisition with temporary possession? Thank you.

00:22:01:18 - 00:22:26:25
Claire Broomfield for the applicant. I think this slightly aligns with the action point we took earlier, which was to provide some specific examples of where lesser powers had been sought or compulsory acquisition powers had not were no longer being sought as a result of flexibility and design changes. So I think if acceptable, we would look to include some specific examples

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in that table when we respond on that action.

00:22:31:09 - 00:22:45:00
Thank you indeed. That's perfectly fine. Thank you. Looking next to point it was human rights and I'm concerned with paragraphs 8.1.4 through to in the statement of reasons.

00:22:56:29 - 00:23:24:22
Thank you. So progress 8.1.4 through to 8.1.11 in the statement of reasons explain the applicant's assessment under Article one Protocol one and Article eight and conclude that compulsory acquisition powers are proportionate. Can the applicant explain how the proportionality assessment was undertaken, whether it was undertaken individually or at a scheme level and where are those assessments documented? Thank you.

00:23:29:07 - 00:24:06:14
REPRESENTATIVE:] Claire project for the applicant. And as previously explained, the applicant did do a plot by plot review of the order limits to establish the nature of the powers that needed to be sought and spatial extent of land over which those powers would be necessary. So the applicant's position is that it has undertaken the assessment needed to be confident in its position that the rights being sought are necessary and proportionate.

00:24:06:18 - 00:24:47:14
A note, obviously, we discussed providing a little bit more information in the table that we're responding to EXQ 2.5.4 in terms of evidencing that assessment confirming in writing that assessment has been carried out, we will do so. So the applicant's position is that those tests have been met in terms of the compulsory acquisition powers that are being sought, particularly on the basis that where temporary possession powers were considered to be appropriate, then it has sought those instead of compulsory acquisition powers.

00:24:49:18 - 00:24:59:14
Thank you. Just to confirm, so the table you referred to that you'll provide to examination will deal with the paragraph eight point one four test that are in the statement of reasons. Am I correct?

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Clever info of the applicant. To the extent that it

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will

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provide affirmation that we have considered that, then yes. But there is no separate. The consideration from a human rights perspective was formed part of that plot by plot analysis. There was no, as is the case on all of these projects, didn't hold a separate workshop to consider it from a human rights perspective. That was part of the consideration of considering whether the rights being sought were proportionate and necessary for each plot as part of that plot by plot review exercise.

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It's one exercise.

00:25:36:29 - 00:25:44:16
Thank you. You could mention to a workshop. Was wondering are there documented minutes or reports of those workshops? And could they be entered into examination?

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Claire Broomfield for the applicant. No, so it was an exercise of going through the land plans with the relevant experts available and amendments being made as a result of that. So as part of, I think, the other action we had, which was to demonstrate some amendments that had been made to reduce the impact, and we can provide some examples of what was given. But decision to retain the plot and the rights in the DCO application is the output of that exercise. I don't think it would be appropriate to provide internal design decision making.

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It wasn't... There was no formal minutes that would be available to

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submit into examination.

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Very good. Thank you.

00:26:35:04 - 00:27:05:17
I have no further questions on Human Rights. Moving next to Category three, which we will be discussing later on in the hearing today as a particular agenda item. I just wanted a high level assessment on the Category three work done by the applicant. A statement of reasons explains that Category three persons were identified through diligent inquiry and a compensation assessment process. The applicant has also stated the Category three identification drew on broader environmental assessment work.

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My question now is can the applicant explain how Category three persons were identified, what thresholds were applied and how often the category three assessment has been reviewed during the examination? Thank you.

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Claire Bloomfield for the applicant. It might be helpful just to set out who category three interests are because it might inform the later agenda item. So

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category three is a sort of sort of strict statutory test that's set out in the planning out to two thousand and eight. It's not intended to capture everyone who think they might be affected by the scheme. It is specifically to identify those persons who may be entitled to make a relevant claim as a result of either the construction of the scheme or its operation.

00:28:09:22 - 00:28:50:19
The different categories relate to people who may be eligible and that's based on the applicant's diligent inquiries. It also takes into account information that's been provided landowners by in terms of making that assessment. But it's persons who could potentially make a claim under Section ten of the Compulsory Purchase Act nineteen sixty five, and that relates purely to construction time period. So it's in simplified terms, it relates to where somebody may have had a right of way or an easement that's been impacted that has resulted in a depreciation in the value of their land as a result of the construction of the scheme.

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It's very difficult to make a claim under Section ten because most construction activities

00:28:59:04 - 00:29:36:03
including the scheme include a whole range of mitigation measures to manage things like dust and noise during construction. The construction period is obviously quite time limited. For this particular scheme, which isn't necessarily the case for other types of energy infrastructure, so for a nuclear power station, for example, they may take a different approach because their construction period is much longer. But for a scheme of this nature, somebody who would be entitled to make a relevant claim is somebody who's having an easement or another type of right of way interfered with during construction and that results in evidence depreciation and value.

00:29:38:05 - 00:30:12:12
It can then be somebody who's entitled to make a claim under Part one of the Land Compensation Act nineteen seventy three. This relates to solely the operational period. So once twelve the months after the scheme has come into operation, are there any physical factors? So this is not visual impact, but physical factors. So that's noise for this particular scheme. It relates solely to noise and potentially glint and glare. Impacts that would result in a depreciation in the value of the land, so that's what we've been looking to establish.

00:30:12:14 - 00:31:04:02
And then the other potential area of claim is under Section fifteen twenty three of the Planning Act two thousand and eight, which relates to sort of statutory nuisance, but it effectively leads back to the same type of people being identified. So you've either have got to be impacted by those sorts of physical factors relating to the scheme. So in terms of the identification of potential Category three people, the applicant has taken a precautionary approach so everybody who has deed of easement or right of way for example has been listed as potentially being a category three under that section ten

process because there's the potential for the scheme to temporarily interfere with the exercise of those powers.

00:31:04:04 - 00:31:37:09
So they've been included on a precautionary basis. In terms of the Part one claimant, so this is people might who be entitled to make a claim during the operation of the scheme that has been informed by the outcome of the environmental impact assessment. So in terms of producing the book of reference, applicant has utilized the receptors that have been identified through the AI process of experiencing noise impacts and included those as a potential category three person under Part ten.

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That obviously has had consideration to the mitigation measures that are going to be put in place during operations, so noise mitigations around the substations at this site, for example.

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It's from a glint and glare perspective, again, that has been informed by the environmental impact assessment. So where any properties were identified as potentially experiencing a glint and glare impact, then they may have been included as well. We know we've got a written question where we've just been asked to provide confirmation as to the reasoning sort of on a property basis, which we're in the process of preparing, but that explains the background.

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I'm obviously mindful that a lot of people have raised concerns more generally about the impacts of the scheme on

00:32:33:09 - 00:32:51:26
land value, but it was just to be very clear that to be a Category three person, there are very specific scenarios that have to apply in order for you to be included. So we were aware of a number of people who've asked to be included that weren't because they weren't identified as suffering for one of

00:32:51:28 - 00:32:52:13
those

00:32:52:15 - 00:33:01:04
physical factors that I mentioned earlier. It's not appreciate it's quite difficult for people to

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particularly where they're living very close to the scheme for us to be saying you're not you don't qualify as being included in the book of reference, but that's because our the impacts the outcome of our environmental impact assessment hasn't concluded that that particular receptor would be suffering from either noise or glint and glare that would mean that they would be likely to be eligible to make a claim under Part one.

00:33:30:13 - 00:33:38:03
Ms Brumfield, thank you. You've answered the first two points and thank you for that. My final point was in terms of has the assessment been reviewed during the examination?

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Claire Broomfield, for the applicant. In terms of obviously, we've received a number of requests for people to be added to the book of reference. So those have been reviewed each time to consider whether they are someone that we consider should be included on the basis that they could be eligible to make relevant claims. That extent, it has been reviewed over the course of the examination. But in terms of the

00:34:16:08 - 00:34:19:23
outcome of the assessment, that obviously hasn't changed.

00:34:20:22 - 00:34:31:06
Thank you. Just on the physical factors, you'd mentioned noise and glint and glare. I just wonder would vibration also be considered a physical factor? Thank you.

00:34:35:15 - 00:35:05:26
Claire Broomfield, the applicant in terms of whether it would be a physical factor vibration would be obviously we're talking about operational use of the scheme, and so there aren't any identified operational vibration effects from this particular scheme. Obviously, from a different type of scheme like a road to tunnel scheme or something like that, then there may well be operational vibration impacts, but then they're not identified with this particular scheme.

00:35:05:29 - 00:35:10:13
Okay, thank you. You have confirmed vibration was considered as part of the assessment, am I correct?

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Debra Greenfield of the applicant, yes. So vibration was formed part of the environmental impact assessment, yes.

00:35:31:10 - 00:35:38:14
Thank you. We next move on to the issue of funding. And I'm going to refer to the funding statement.

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So the question to the applicant is the funding statement. The funding statement states the scheme cost is estimated between GBP1 billion and GBP1.05 billion.

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Compensation costs are included. Funding will be procured through the applicant's corporate structure. The draft DCO contains a security requirement before compulsory acquisition powers can be exercised. So from that, can the applicant confirm whether the estimate remains current, whether compensation assumptions have been updated since submission and whether any material funding risks have emerged during the examination? Thank you.

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Claire Broomfield for the applicant. So my understanding is that the cost estimate for the scheme remains appropriate. There haven't been any particular issues or events that have necessitated revision to that range. Similarly, with the

00:36:55:10 - 00:37:24:27
compulsory the estimate of the compulsory acquisition compensation that might be due that, again, as far as I'm aware, the applicant hasn't received any information that would necessitate it to revise its consideration of the figures for that. From a practical perspective, and because we are going through the process on Westburton project when the applicant seeks to satisfy

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the requirement and provide the parent company guarantee, it needs to provide an updated valuation of that compensation liability as part of the Secretary of State's approval pursuant to

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the article. So when you provide your parent company guarantee for approval to the Secretary of State, you also have to provide an up to date valuation of the compensation due and that reflects the fact that obviously the compensation provided during examination could potentially be five or six years old at that point in time. So there is a requirement to update that information before the Secretary of State approves the parent company guarantee.

00:38:13:01 - 00:38:46:08
Mr. Brinfield, thank you. My next question concerns a point raised at yesterday's Open For Hearing three. We heard concerns raised regarding decommissioning and end of life restoration. Can the applicant clarify whether the funding statement includes provision for decommissioning of the scheme at the end of its operational life and restoration of affected land following decommissioning? And if not, how does the applicant demonstrate that sufficient funds will be available to meet those obligations when they arise? Thank you.

00:38:54:20 - 00:39:24:29
Claire Bloomfield for the applicant. As I think has been mentioned, we in some of the responses to relevant representations as part of the voluntary agreements entered into with the landowners. Those include the requirement to provide decommissioning security. And so the cost of putting in place those that security is taken into account in the overall costs of the scheme.

00:39:26:15 - 00:39:49:25
For the reasons that we have previously stated, it's the applicant's position that it's not necessary or appropriate to provide another form of decommissioning bond or security in addition to what it's already provided to the land owners and that the decommissioning requirement in the draft DCO provides a statutory requirement for the scheme to be decommissioned.

00:39:52:21 - 00:40:25:27
I can provide some more information in terms of how that could practically work at the point of decommissioning or we can deal with that at a subsequent hearing. But obviously, I appreciate that the concern is, well, what if the applicant has gone insolvent at that point in time, who is then responsible for decommissioning the site? So I can explain a bit about how the provisions in the Planning Act two

thousand and eight work. But I appreciate that's probably more for the members of the public in the room rather than for yourselves.

00:40:25:29 - 00:40:31:19
It's perfectly appropriate perhaps in terms of time experience, if you could provide a note to that effect as an action point, that'd be very grateful.

00:40:33:21 - 00:40:38:10
Claire, Bloomfield, the applicant. Yes, we can set out how those provisions work. That's no problem.

00:40:38:29 - 00:40:49:29
Thank you. My final question on funding, and again, it refers to the statement of reasons and it's paragraph 6.9.1 through to 6.9.3.

00:40:58:01 - 00:41:13:29
Ms. Springfield, thank you. Paragraph 6.9.1 to 6.9.3 of the statement of reasons rely heavily on the funding statement in concluding that funds will be available for compensation. What evidence beyond the funding statement supports that conclusion? Thank you.

00:41:24:12 - 00:41:26:22
Claire Bloomfield, the applicant.

00:41:28:12 - 00:41:37:28
So obviously, fund in terms of evidence before the examination, then the funding statement contains the applicant's position on the availability of funding.

00:41:39:28 - 00:42:09:28
The applicant's parent company, Ireland Green Power, obviously has a portfolio of these projects at various different stages in the process. It has three consented DCOs, which are Cottam Solar, West Burton Solar and recently consented Greenhill Solar. It also has some awaiting a decision and a number in the examination process and then some that are pre application stage. So it has a wide portfolio of projects.

00:42:10:00 - 00:42:37:01
So when it speaks so when giving confidence in its availability of funds, it takes into account obviously that it has a portfolio of projects, some of which are at the investment stage. So it is fully aware of the availability of funding to deliver projects of this scale. It is going through that process on West Burton at the moment. So it has confidence in its statements that it will be able to

00:42:39:25 - 00:43:20:08
obtain sufficient funding in order to build out the scheme. The second point I think you made is in relation to compensation. So as I said before, the DCA requires the applicant to put in place a parent company guarantee. And as part of the Secretary of State's approval of that parent company guarantee, it needs to approve both the form of the guarantee, the valuation of the compensation potentially due, which I've just mentioned, but it also interrogates the financial suitability of the guarantor in order to have comfort that the entity providing the guarantor is able to meet that compensation liability.

00:43:20:27 - 00:43:32:27
And so the applicant's position is that the statements in the statement of reasons are backed up by that wider portfolio experience and its practical implementation of its other projects.

00:43:34:13 - 00:43:43:07
Thank you. I have no further questions for the operator. I note that Doctor. Barry raised her hand before the break. Doctor. Barry, if you wish to raise your questions now. Thank you. Please come forward.

00:43:47:29 - 00:43:53:15
Thank you. I've got four points that I'd like to make and then a question if that's possible.

00:43:55:03 - 00:44:32:04
Firstly wanted to ask how can the applicant seek compulsory acquisition rights at this point when it doesn't actually know what land rights or land it actually needs. The scheme appears to be still changing. Infrastructure, traffic movements, and potentially the grid connection itself remain uncertain and may change substantially, resulting in a different scheme design. Yet landowners are being asked to accept compulsory acquisition powers now before the consequences for their land and businesses are fully known or even when their whether their land will be ultimately required or if different land will be required.

00:44:33:09 - 00:44:59:02
NGET has explicitly said it may not use the proposed national grid substation site and in any case would wish to secure the land itself. The battery energy storage system only has gate one status and may never be in a position to connect or be built. So I'm not sure how this can be justified as needed in terms of justifying compulsory purchase powers.

00:45:00:20 - 00:45:33:16
And also there's a question of need if this project is generally in excess of the regional capacity limits, whether it's actually needed in this specific location. If the National Grid Substation location changes substantially, the whole electrical infrastructure of the scheme may need to be redesigned with different cable corridors and haul roads. None of this is currently known and it's unlikely to be known potentially before the end of the examination. There's also a fundamental question about the extent of the powers sought.

00:45:34:27 - 00:45:44:04
Why does the applicant require powers to acquire the freehold of land where other solar schemes have relied on leases and compulsory acquisition of rights.

00:45:48:04 - 00:46:24:17
So the applicant has suggested that compulsory acquisition of rights is not possible or available, but I've seen other DCO and SIP solar projects which have chosen to acquire rights rather than freehold in the solar fields themselves. So professor David Rogers and I from Oxford University carried research out on this issue about eighteen months ago and found that Bayer's Gill solar NSIP did not seek

freehold acquisition of the solar sites as it already had voluntary agreements on those sites and neither did Helios Renewable and SIP.

00:46:24:19 - 00:47:01:24
They only sought compulsory acquisition of rights across the entire scheme, the solar fields. So it is, therefore, I imagine, possible to take this alternative less drastic approach. It appears that the applicant just chooses not to. So my third point, I want to reject to the sheer quantity of land that the applicant wishes to gain power over. I submit that for East Pye Solar, it is poor scheme design that requires these extensive compulsory purchase powers, not necessity to deliver a five hundred megawatt scheme.

00:47:03:22 - 00:47:10:01
It's questionable whether the actual land parcels were assembled initially in relation to environmental

00:47:13:02 - 00:47:49:13
selection and questionable whether critical national priority can actually be applied in that case if it... They weren't defined in in relation to environmental issues. So the applicant deliberately chose a highly dispersed scheme spread across multiple sites and connected by long cable corridors. That design has consequences for people who are not hosting solar panels at all. Agricultural land may be required not just for cables, but now potentially for construction haul roads running along or across those corridors, and even these are not yet finalized.

00:47:50:02 - 00:48:26:21
That is particularly important following the applicants the applicants and proposed revised HGV figures. Some landowners could face hundreds of HGV movements now through land that remains part of an operating farm. They may not even be aware of this new HGV issue because the applicant has chosen not to consult interested parties on their proposed change. The effect on cropping, livestock, access drainage, soil conditions, and day to day business operations could be substantial.

00:48:27:10 - 00:48:45:17
Yet at the time of this CPO hearing, those impacts are still not adequately defined. My fourth point is that necessity must be considered in the context of what this project is actually for. East Pai Solar is already additional to very substantial really regional solar capacity.

00:48:47:06 - 00:49:14:06
Surplus electricity generation is not the same thing as demonstrating that this particular project is critically required to achieve net zero in this location. The applicant admits in their application that this project is being pursued for the purposes of optionality and attrition. Compulsory acquisition is an exceptional power over somebody else's property. It is not intended to be used for private developers' optionality and attrition.

00:49:16:00 - 00:49:46:04
My question that I would like to ask is for those landowners that own the solar fields. Firstly, they weren't aware, as far as I know, that compulsory purchase of the freehold of their land would be sought. Because when I advised them that this would be the case about eighteen months ago, they told

me I was lying until I showed them twenty other DCOs which had gone in with compulsory purchase of the freehold of the solar fields.

00:49:46:19 - 00:50:18:27
So what I want to ask on their behalf, because obviously, they aren't here, I want to ask about the Crikel down rules and how they apply in this case. If this is a sixty year scheme and there is a twenty five year cutoff for the Crikel down rules, how will the solar field landowners get their land back if the freehold is taken through compulsory purchase? If they have to buy it back at Brownfield prices, that will be ten times the amount that it was compulsory purchased from them.

00:50:18:29 - 00:50:45:27
How will they afford to buy their own land back? If they do get it back with the infrastructure still on it, and they are required to decommission it, there appears to be a very complex process, legal process, that they will have to go through in order to get additional money if it turns out that the money that they've been left is inadequate to restore soil quality and return it to its former VMV level.

00:50:47:27 - 00:51:18:06
And I'm not convinced that this is going to be a safe solution for them. And I'm I'm not convinced that they knew that this was gonna be the case when they actually entered into these leasehold options. So I think there's a wider case, wider question that I see personally about actual misselling of this project to the landowners who are involved in it. And to me, this whole scheme appears to be a ticking time bomb in terms of decommissioning and the powers that are being sought.

00:51:18:23 - 00:51:28:11
So I'd like to ask that question, how do the Crackle Down Rules apply and how will landowners get their land back eventually if it is compulsory purchase, the freehold is compulsory purchase?

00:51:30:21 - 00:51:40:14
Thank you. It's a very comprehensive submission. You've raised a number of points, but one question. So I presume you just want to reply to the question and not to the other points you raised. Am I correct?

00:51:40:29 - 00:51:44:21
They can reply to the other points as well if they wish, but the question particularly.

00:51:45:09 - 00:52:00:15
I put that to the applicant in terms of the question that was raised and the other points that were also that led to the question. Doctor Barry, you just confirm the rules that you're referring to please? I didn't quite note them clearly. Could you just clarify the rules? Thank you.

00:52:00:17 - 00:52:37:20
As far as I understand, the Crackle Down rules are for land that is compulsory purchased. And it's a means if the land is no longer required for the project, it means that the original landowner can get their land back. And as far as I understand it, that has a twenty five year cutoff date. So after that point, there's no necessity to offer the land or return the land back to the original landowner. And if

that is the case, then as I understand it, the other option is that the landowner can buy the land back, but it's at the new market price.

00:52:37:22 - 00:52:51:11
It's not the price that they originally paid for it. And, obviously, Brownfield land has ten times the value in South Norfolk than agricultural land. So there will be a big discrepancy.

00:52:52:22 - 00:52:58:27
Thank you for the clarification. I'm just looking to the applicant to see if they're willing or able to answer the question at this time. Thank you.

00:53:00:24 - 00:53:37:16
Claire Greenfield for the applicant. So details on the Critchell Down Rules are set out in the government's guidance on I think there's a guidance note from September twenty twenty four. It's been updated and the government is currently consulting. On it further, at the moment, Critchell Downwells don't so there are a number of government departments that are required to comply with the downwall. So it's a statutory obligation on them to or ministerial direction on them to comply with those provisions.

00:53:39:25 - 00:53:52:22
Won't go into the how it works in terms of the different scenarios in which it may or may not apply in terms of when land is required to be offered back to the original landowner under that regime. It doesn't

00:53:54:20 - 00:54:09:02
apply to statutory terms, such as the applicant, albeit that the guidance does recommend that bodies that have compulsory acquired land

00:54:11:07 - 00:54:27:04
that approach. So it's not an obligation to comply with it at the moment. I believe the government's consulting on whether to expand the scope of Critcher Down Walls, but that's the current position just sort of on a high level basis.

00:54:29:04 - 00:55:05:00
There are various exclusions in terms of how the land may or may not have changed. One of the things I did want to just mention, obviously, the applicant as part of the decommissioning of this scheme has a requirement to return the land to agricultural use at the end of decommissioning. So it wouldn't be brownfield land once decommissioning has taken place excluding the National Grid Substation and overhead line infrastructure. The remainder of the scheme as part of the decommissioning, the apparatus will be removed and the land will become available for agricultural usage again.

00:55:05:02 - 00:55:17:19
So just to pick up on that point about land value, the intent on completion of the decommissioning, the land will be agricultural land once more.

00:55:19:26 - 00:55:20:25
Think... Just to pick up on

00:55:20:27 - 00:55:55:20
that one point, just my clarification. So if CAE powers are required for a piece of land and then the scheme is decommissioned after however many years, what is it that what you just catches what you've just explained? Is that part of an act? Or is that part of DCO? What actually this is different, isn't it? If land is acquired under CA powers and the order is obviously different to separate agreement, lease agreement, etcetera. So in terms of the CA powers being sort of the order they were being used for the land, as Doctor.

00:55:55:22 - 00:56:11:14
Berry explained, what would you could explain a bit more about that mechanism so we could just understand that mechanism as to why land would be returned back to the landowner at that point under the CA powers granted in the order of day we use rather than another agreement?

00:56:12:11 - 00:56:44:28
Claire Broomfield, the applicant. So the DCO doesn't if compulsory acquisition powers were exercised to acquire the freehold of the land for the solar panel sites, there is nothing in the DCO or the existing statutory regime that compels the undertaker to offer back the land to the original landowner following the completion of decommissioning. So the applicant will have to complete the decommissioning as part of the decommissioning requirement and will need to have carried out all of those activities.

00:56:45:13 - 00:57:14:23
It will then have effectively a choice as to what it does with the land. At the moment, the guidance recommends that where land has been compulsory acquired, then it can be offered back to the landowner in certain circumstances under the Critchell Downwalls. As I say, that could change between now and when the ski is decommissioned. But at the moment, the following completion of the decommissioning, the applicant would have a choice as to what it did with the land, obviously.

00:57:15:08 - 00:57:17:05
So it's the applicant's choice?

00:57:17:20 - 00:57:25:13
At the moment, because the Critchell Down Rules are only recommended, there is no statutory obligation and there's nothing in the DCO that would...

00:57:25:15 - 00:57:31:22
So it's nothing to enforce the applicant to return the land to the landowner at no cost?

00:57:31:24 - 00:57:45:00
No, because the land is part of the exercise of the compulsory acquisition. The applicant would have paid the market value for the land, so they will have bought the land and the landowner will have received adequate So compensation

00:57:46:01 - 00:57:53:02
the applicant may well then sell it back to a potential user, farmer, etcetera.

00:57:53:04 - 00:57:54:03
Is this the landowner? That would

00:57:54:05 - 00:58:13:16
be under the normal that would be under the market. So to the extent Doctor. Berry is right, what she said about this, that actually, if the CAE powers were if the land was taken under the CAE powers in the order, then after sixty years or however many years it is, after decommissioning, applicant the will make a choice on whether or not to sell that land, but that will be on the open market at that time presumably.

00:58:26:22 - 00:59:00:17
I'm in a slightly difficult situation because there are provisions that provide for this scenario in the option agreements, but they are obviously confidential and I don't have authorization from the other parties to that agreement to release the terms that may apply in that particular scenario. But if there was no agreement at all in place, then that is correct. But I think the just to be clear, the landowner will have received compensation, so they are not at any financial disadvantage in the process.

00:59:01:13 - 00:59:33:29
The applicant came the point I was trying to make in response to the comments made is that they wouldn't be selling the land as brownfield land because the decommissioning at brownfield land market value because the decommissioning requires the applicant to return the land to agricultural land. So in a scenario where the applicant is looking to sell the land on the open market, it would be at the agricultural land value because that is what the completion of decommissioning would result in. So I just I wanted to clarify that particular point in that particular scenario.

00:59:35:12 - 01:00:27:09
Obviously, were lot of comments made more generally about the need for the scheme, the site selection process, which were covered at Issue Specific Hearing one and that obviously were raised at the open floor hearing yesterday, which have we said we will respond in writing to. So I'm not proposing to respond to those particular points. What I did want to particularly respond to was about awareness of compulsory acquisition powers. I'm obviously not sure which particular landowners are being referred to in terms of the comments that were made, but the landowners were aware of compulsory acquisition powers being sought in the documents and also the application documents were sent to them prior to them being submitted.

01:00:29:19 - 01:00:36:13
No particular individuals were mentioned there, the but applicant's position is that

01:00:38:11 - 01:00:44:28
everyone was aware that compulsory acquisition powers were being sought in conjunction with the

01:00:46:28 - 01:00:52:28
to run alongside the option agreements that had been entered into. So that would have a surprise.

01:00:54:11 - 01:01:00:11
Thank you. I think Doctor. Barry may have a follow-up question. Doctor. Barry, if you just have one question, please. You. One question.

01:01:00:13 - 01:01:20:00
I just wanted to say that I don't believe that the farmers who signed the option agreements for the solar fields were aware that compulsory purchase for the freehold of their land would be sought or that they could potentially permanently lose the freehold of the land that they've put into this project? Thank you.

01:01:34:11 - 01:02:01:01
Claire Broomfield for the applicant. So obviously the applicant disagrees with that position. In terms of some of the other comments that were made and compulsory acquisition powers, we're talking on a general basis and not with reference to any the terms of any specific agreements, but the option agreements did include provisions relating to compulsory acquisitions. So there's work that was accounted for in the form of agreements that were signed.

01:02:03:03 - 01:02:34:10
As I said earlier in the hearing, you can either compulsory acquire the freehold of land or you can compulsory acquire a right. It is not possible to compulsory acquire a leasehold interest. So whilst that is the voluntary agreement that's been signed, it just isn't legally possible to acquire a leasehold by compulsion. So we have to seek compulsory acquisition of the freehold or where we don't require to be in possession of that land and full control of that land, we can seek the acquisition of rights.

01:02:35:16 - 01:03:13:06
Obviously, the applicant can't comment on why a couple of other developers have considered it appropriate or prepared to take the risk not including compulsory acquisition powers as a fallback. That was obviously a commercial decision for them to make. But the position being taken by the applicant is consistent with the vast majority of solar DCOs, including the other projects in Island Green Power's portfolio. And the Secretary of State has considered it appropriate and proportionate to grant compulsory acquisition powers on that basis for those schemes, are very similar in terms of their approach and the extent of the rights being sought.

01:03:13:08 - 01:03:19:04
They are also all schemes that are not contiguous. They are separate sites with interconnecting cables.

01:03:21:23 - 01:03:23:15
Brumfield, thank you. you. Doctor. Barry?

01:03:25:23 - 01:03:36:15
The other schemes I mentioned did seek compulsory purchase powers, they were only for rights, including for the solar fields. Thank you. That's everything I wanted to say.

01:03:36:24 - 01:03:41:23
Okay, great. Thank you. Just one more hand raised to the back. Can you come forward please?

01:03:46:10 - 01:04:13:28
Thank you. Alison Reid. I'm also Chair of Tivitual Parish Council. I'd like to know, in terms of decommissioning, will the land be decommissioned to the same standard of agriculture that it was actually purchased, I. E, a lot of the land is BMV. After sixty years of a solar application, how would that be returned? And I wonder if that's something the examining authority could discover for the landowners. Thank you.

01:04:15:11 - 01:04:19:21
Ms. Sweet, thank you for your question. I'm looking to see if they're willing to answer the question.

01:04:24:10 - 01:04:25:28
Claire Breenfield for the applicant.

01:04:28:24 - 01:04:39:18
Obviously, I don't have our soils expert at today's compulsory acquisition hearing in terms of being able to go into the technical specifics of it, but both the decommissioning

01:04:43:03 - 01:04:45:06
requirement in terms of the

01:04:47:21 - 01:04:57:21
plan that needs to be prepared. There's obviously a requirement twenty one requires the applicant to submit a

01:04:59:09 - 01:05:31:22
decommissioning plan on decommissioning and the decommissioning environmental management plan needs to be substantially in accordance with the outlined decommissioning environmental management plan and include a timetable for its implementation. So both the nature of the works and the timeframe over which those need to take place will form part of that final decommissioning environmental management plan requirement twenty one then requires that approved decommissioning environmental management plan to be implemented in accordance with the program.

01:05:32:04 - 01:05:43:00
The outlined decommissioning environmental management plan and the outlined soil resources management plan include provisions relating to restoration of soils

01:05:45:05 - 01:06:14:16
at decommissioning. So the technical detail is set out in there, including, obviously, the surveys that will have been done before the scheme was taken out and then on completion of the decommissioning works. But I want I know we have got further issue specific hearings on these sorts of environmental topics. So in terms of further detail on that, then we can pick that up here. If you want more detail, don't know whether anybody else can provide some more technical detail in today's hearing.

01:06:14:18 - 01:06:36:18

An important point. I recognize you don't have a SOIZ expert with you today, but it's an important point. We may not be capturing it next session of issue specific hearings. That decision hasn't been taken. So the purpose of answering the question for Ms. Reed, if that could be clarified, please, as an action point, just to set up the restoration standards and how they will be enforced at decommissioning stage that will be helpful.

01:06:37:10 - 01:07:21:09
Claire Broomfield for the applicant. Yes, we can provide cross referencing to where that information can be found. Just to be clear, obviously, the applicant will need to comply with all laws and regulations that are in place at that point in time so that in case there's any confusion, the draft DCO doesn't remove the need to comply with any legal requirements that are in place in terms of management of soil or protection of environmental species or protected habitats, the decommissioning environmental management plan will need to take into account all other statutory obligations that apply at that point in time, which at sixty years could be very different to the obligations that are in place now.

01:07:21:11 - 01:07:42:16
So it's just to clarify that, obviously, we've put forward an outline what we consider to be appropriate based on current good practice and statutory requirements. But should that change and there'll be more onerous obligations, then the final plan would need to comply with those statutory obligations that apply at that point of time.

01:07:42:27 - 01:07:48:03
Thank you. I think Liam Simon wants to ask a question. I'm going to hand it back as well. Liam, if you could.

01:07:48:05 - 01:07:56:10
Yes. If I could just add in, I know we are approaching lunch, just one further action point. Just talk about the comparisons with Bayer's Gil before in response to

01:07:58:19 - 01:08:37:14
the previous point and Ilias Renewables, I think, was the other one. As an action point, it's quite useful just to get a clear comparison of the circumstances in those schemes with the schemes in relation to the points that Doctor. Berry raised? Just to provide a little more clarity on the differences so we can be absolutely clear with the approaches between this scheme and those two schemes. I know there are lots of other schemes that do take the other approach. Completely aware of that, obviously. But I think it would be just helpful to get a little bit more clarity from what you've said on the comparisons as to the approach taken on those schemes and, of course, the decisions taken by the Secretary of State on CA of those schemes.

01:08:38:05 - 01:08:46:21
We could go hunting it ourselves, but it's another thing to go hunting for, you and could be helpful with a a clear note will be will be beneficial for for us and I'm sure the parties as well.

01:08:47:27 - 01:09:04:25

Blair Broomfield for the applicant. We didn't... Vincent Mason's didn't act on either of those projects. So we would only be able to base it on the information that's available on the on the planning inspector website. So to the extent that we can find any useful information, then we can provide a reference to it.

01:09:04:29 - 01:09:05:14
Thank you.

01:09:05:16 - 01:09:14:09
I'll I'll go back to my point. Obviously, that was a commercial decision for that particular developer to take, which we I assume there won't be any commentary on that in the public domain.

01:09:15:24 - 01:09:23:12
No, I appreciate it. What will be in the public domain, and I'm sure we could go hunting for ourselves, but it would be helpful just to get a note just to clear up on that point, please. Thank you.

01:09:26:09 - 01:09:28:23
There's a hand raised at the back. Thank you. Go forward, please.

01:09:37:23 - 01:09:39:23
Thank you. Can you state your name, please?

01:09:39:25 - 01:10:06:21
Thank you. Helen Pye. I wonder if I could just have clarification on a question that you yourself asked, revibration, because the applicant spoke clearly about vibration during the actual ongoing operation of the site, but failed to mention any vibration issues caused by AILs or HGVs during the construction of the site to fragile buildings?

01:10:10:00 - 01:10:13:08
I'll put that question to the applicant, if I may.

01:10:16:26 - 01:10:52:11
Claire Bloomfield for the applicant. So I was only referring to operation because part one claimants under the statutory regime that only applies during operations. That statutory ability to claim compensation under that particular regime only applies during operation of the scheme. That's part one of the Land Compensation Act nineteen seventy three is limited in its application to physical factors during operations.

01:10:52:13 - 01:11:18:19
So that was the context. I appreciate that, obviously, a number of people have raised in written representations and at the open floor hearing yesterday concerns regarding vibration during construction, but for the purposes of establishing who is a Category three person, which is the very specific legal test here set out in the legislation that looks at noise and vibration during operation.

01:11:20:28 - 01:11:30:09

Can I just confirm that the assessment has looked at vibration impacts during the operation phase? I presume it has, but just one clarification that's the case.

01:11:38:08 - 01:12:00:27
Ian Douglas on behalf of the applicant. Yes, the noise and vibration has been assessed in terms of the construction and operation phases of the application and that is set out in environmental statement volume one, chapter twelve, noise and vibration, which is APP -forty eight.

01:12:03:02 - 01:12:05:28
Mr. Douglas, thank you. Ms. Pye, has that answered your question?

01:12:06:06 - 01:12:19:08
So is it the case then that there is no statutory requirement upon the applicant to compensate any individual whose fragile house would be damaged in the construction by virtue of the traffic passing.

01:12:21:22 - 01:12:32:15
Thank you. So your question is clear about the construction phase and the implications of vibration as a consequence of construction. Refer to the applicant if they're willing to answer the question. Thank you.

01:12:35:19 - 01:13:09:10
Claire Broomfield for the applicant. Obviously we're looking at what compensation people might be entitled to under the compulsory acquisition regime for the purposes of this particular hearing. We will be responding on the comments in relation to the open that were made in relation to the open floor hearing with a bit more information on that specific point. But I appreciate it's very frustrating. But in the context of the compulsory acquisition process and the compensation that might be payable under the compulsory acquisition code as opposed to any other mechanism of compensation, that is more limited.

01:13:09:12 - 01:13:23:25
Obviously, there will be some people who may be entitled to compensation because they have other interests affected by the scheme or where you're seeking to interfere with their rights, for example, but for the purposes of

01:13:25:12 - 01:13:39:29
the compulsory acquisition regime, that particular event isn't covered under the compulsory acquisition regime. As we're talking about usage above vehicles of the public highway here, we're not talking about compulsory acquisition of land.

01:13:40:01 - 01:13:49:26
Okay, that's clear. Thank you. Ms. Pai, that's the answer. Thank you. I see no further questions. At this juncture, we will break for lunch. It's twelve fifty five.

01:13:51:18 - 01:14:01:13
We'll restart at two o'clock this afternoon. Thank you very much. The hearing is now suspended. Thank you.