Planning Inspectorate
Arolygiaeth Gynllunio

Hearing Transcript

Project:	East Pye Solar
Hearing:	Transcript of compulsory acquisition hearing 1 (CAH1) – Part 4
Date:	18 November 2026

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00:00:07:14 - 00:00:10:03
Thank you everyone. We're now reconvening the hearing. Thank you.

00:00:14:00 - 00:00:40:13
So moving next to Agenda Item four, which is progress on negotiations with other affected parties. We have reviewed the latest version of the land and rights negotiation tracker. And rather than asking the applicant to repeat information already set out in the document, I'd like to focus on those negotiations where agreement has not yet been secured, where progress appears limited or where there's uncertainty regarding the likely outcome.

00:00:42:01 - 00:00:53:07
So to the applicant, we'll ask a question three questions based to the overall position. So my first question is how many category one interests remain without executed agreements today?

00:01:28:17 - 00:01:43:25
Adam Kelly on behalf of the applicant. So we have sixty nine landowners and affected parties within one the of the land rights tracker. And we have currently concluded fourteen option agreements.

00:01:46:14 - 00:01:50:26
We have nine further heads of terms that are progressing to option agreements.

00:01:53:05 - 00:01:56:23
And negotiations remain ongoing with twenty seven others.

00:01:58:21 - 00:02:09:29
And we also have eighteen that we've not yet issued, which primarily relate to hedgerow habitat management and proposed national grid overhead line and parliament realignment works.

00:02:13:22 - 00:02:21:08

Mr. Canning, thank you. So in terms of the eighteen, I might understand that you do not know who owns the land or has title on the land. Am I correct?

00:02:22:26 - 00:02:31:27
So there's only one cable route landowner where we haven't issued terms because of uncertainty over landownership.

00:02:33:25 - 00:02:45:01
There's effectively an unregistered corridor between two array option areas. We believe the array option holder owns the land, but we've yet to confirm it. So we haven't issued terms.

00:02:46:25 - 00:02:59:07
Whereas the others are due to be so we have this effectively hetero landowner agreements that we need to issue.

00:03:00:27 - 00:03:13:02
These relate to the rights were mentioned earlier in terms of the ability to plant hedgerows and restrictions on the landowner from cutting them down.

00:03:15:09 - 00:03:27:04
And we have four agreements, two of which are with the same landowner, but two different ownership structures. And these relate to the overhead line, realignment works and pylons.

00:03:35:13 - 00:03:56:22
Okay. Thank you. I just wondered could you give a summary in terms of the likelihood of the outstanding negotiations or Category one interest being resolved before the end of the examination? I recognize it's slightly speculative, but it certainly would help the EEXA to understand, get a sense of the rate of progress between now and the end of the examination. You.

00:03:59:18 - 00:04:10:05
Adam Carlingenbaugh, the applicant. I think we are attempting to make as much progress as possible. So we're obviously discussing

00:04:12:02 - 00:04:23:20
landowners relating to Rich Prentiss and a group of agents called the Land Agent Group. They represent sixty five percent, seventy percent, something like that, of the Cape Route landowners.

00:04:25:08 - 00:04:32:05
Discussions are still ongoing. We are making progress. I think the last meeting we had was very positive.

00:04:34:07 - 00:04:51:15
However, as Richard alluded to as well, there's only so much you can do with the agents. You can get them into an agreeable shape, and then it's ultimately down to the individuals as to whether they decide to sign or not. There are some landowners who are unrepresented, who do not form part of the land agent group, who

00:04:53:11 - 00:05:07:06
are not engaging, although we are trying. We've offered meetings. We've sent letters. We've tried to contact them through other means. And there are a handful who are not engaging with us, and we would encourage them to engage with us.

00:05:10:06 - 00:05:35:16
Thank you, Ken. That is helpful. In terms of negotiations, least likely, so positively it changes the question I've just asked, but is it can you speculate or give an assessment of the likelihood that some of these discussions will not prove fruitful by the end of the examination? That is likely towards the end of the examination, not all of these Category one interests will have been concluded?

00:05:39:10 - 00:06:20:23
Clearing Field for the applicant. In respect of those parties that are not engaging as Mr. Kenning referred to, I think there is probably a fairly high likelihood that that position may continue to be the same at the close of the examination. What we probably would want to point out is that engaging with the applicant's team in respect of the terms of a voluntary agreement can be done without prejudice to an in principle objection to the scheme. Just because you're having those conversations with the applicant's team doesn't in any way dilute or undermine an in principle objection that that party may have made to the scheme.

00:06:20:25 - 00:06:27:29
We would encourage landowners to still have discussions with us because, obviously, the terms of the voluntary agreement

00:06:29:18 - 00:06:30:19
may well be

00:06:32:12 - 00:06:48:16
more favorable or may include more bespoke measures than the landowner would find themselves in a position if the compulsory acquisition powers were utilized. So we just wanted to make it clear that it doesn't remove or limit your objection in any way if you have those discussions with us.

00:06:49:08 - 00:06:55:25
Ms. Brumfield, thank you. That's noted very clearly. I understand you're making every effort to engage with those landowners. Thank you.

00:06:59:16 - 00:07:14:04
Just my next question is in relation to negotiations and the need for compulsory acquisition. So without addressing every individual tracker entry, could the applicant summarize the current position on those negotiations that remain resolved? I think we've answered that. Sorry. Thank you.

00:07:37:06 - 00:07:42:18
My final question is in relation resolving to professional fee arrangements.

00:07:46:23 - 00:08:13:12

There's noted in the tracker that was mentioned of a recent resolution of professional fee arrangements. I just wondered in terms of making good progress with those discussions, why it seemed to be so late in the examination that the fees had been resolved with some of the land agents that struck me as curious. I wonder whether it was possible to have those resolved at an earlier stage. And if not, why not?

00:08:28:00 - 00:08:57:07
Calabrio Greenfield for the applicant. So as I mentioned, obviously, the applicant is part of Island Green Power, which has a portfolio of projects. It's having discussions with landowners across its portfolio and is therefore trying to take a consistent approach to how it deals with landowners and the rate paid for fees for land agents as part of that approach. So the applicant entered into discussions using its sort of

00:08:58:24 - 00:09:11:03
fee the structure that it has agreed on some of its other projects. There was a negotiation that took place over the rates to be used. That negotiation just took time,

00:09:12:21 - 00:09:23:20
And Mr. Canning said that has now been resolved and therefore, more substantive discussions are taking place. I hope that's a fair summary of

00:09:26:02 - 00:09:44:00
the status of what has happened, but the applicant is confident that now that's been resolved. And as Prentiss mentioned earlier, that quick progress is going to be able to be made, hopefully, in respect of the other items that were of concern to the Land Agents Group.

00:09:45:18 - 00:10:07:08
Mr. Brunfield, thank you. It was my curiosity that the application was accepted several months ago. And this is a GBP one billion plus project. I'm surprised that it's taken this long to have those fees resolved. I'm wondering whether there's a mechanism going forward that might encourage the resolution of these issues at a much earlier stage.

00:10:14:00 - 00:10:16:00
Claire Bloomfield, for the

00:10:16:02 - 00:10:18:26
applicant. I don't think

00:10:18:28 - 00:10:27:24
I can add much more to what I've already said on that point. Obviously, each party had a different starting point, but resolution has now been reached on that matter. You.

00:10:27:26 - 00:10:29:07
Springfield, thank you.

00:10:31:00 - 00:10:39:14

Okay, thank you. I have no further questions for the applicant on agenda item four. I noticed a hand raised at the back of the room. Can you come forward, please? Thank you.

00:10:46:14 - 00:11:17:14
Alison Reid, Chair of Tivertshall Parish Council. We have a landowner in our area of a small piece of land, He's a tenant farmer on other pieces of land, and he is required to pay the agent and reclaim minus the VAT from the applicant. He was telling me only last week, six months on, he is still waiting and chasing for that payment reimbursement. He drives a tractor.

00:11:17:16 - 00:11:51:20
He drives equipment all day. He works with these animals. For him to get a signal, to be able to keep making phone calls, is extremely time consuming. It's extremely stressful. He's got a young family. He's already working on three... For three different people, some doing arable work, some raising cattle, dairy cattle. He really can't afford the time and effort and the amount of stress that you're causing him because you haven't refunded the money that he agreed with the applicant and has paid out, and he's still waiting for that money six months on.

00:11:51:25 - 00:12:01:13
He is not a billionaire or a trillionaire as is my... Macquarie and Ireland Greene. Can we know when he will be able to receive the monies he's already laid out?

00:12:01:20 - 00:12:08:21
Ms Reid, I'm going to ask the applicant if they can take this conversation offline with the examination to the applicant. Are you willing to do that please?

00:12:09:27 - 00:12:19:13
Claire Broomfield for the applicant. Yes, obviously we need to know who Ms. Reid is actually talking about in order to provide a response, we're happy to do that after the close of the hearing.

00:12:19:15 - 00:12:22:02
I'm very grateful. Thank you. Ms. Reid, are you happy with that?

00:12:22:04 - 00:12:23:15
Thank you. Thank

00:12:25:18 - 00:12:35:06
you all. We have no further items to discuss on agenda item four. So I'll bring that item two to a close. And we're moving next to agenda item five.

00:12:41:09 - 00:12:45:02
So Agenda Item five concerns the statutory undertakers.

00:12:46:20 - 00:13:07:06
The examining authority wishes to understand which undertakers continue to have outstanding concerns, whether those concerns relate to principal or in principal or drafting, whether any issues

remain under Sections one hundred twenty seven or one hundred thirty eight of the Planning Act of two thousand and eight and the extent to which agreement has been reached on protective provisions.

00:13:10:06 - 00:13:13:17
So with that introduction, I'd like to begin with the applicant.

00:13:15:17 - 00:13:25:15
Could the applicant begin by providing a brief summary of where matters currently stand with each utility provider and identify those matters which remain unresolved? Thank you.

00:13:27:07 - 00:13:41:26
Toby Yates, on behalf of the applicant, conscious of what you said earlier, sir, around trying to lead into information that's in the library already. So I'll do it by reference to the parties that are listed in the London rights negotiation tracker.

00:13:43:26 - 00:14:15:05
So one of those parties is National Grid Electricity Transmission. I'll start with them because they have bespoke protective provisions included at part four of schedule fourteen of the draft development consent order. Latest update there is last week, the applicant received a draft form of provisions from National Grid Electricity Transmission, and it's a varied form of the form of the protective provisions that are already in the order. So negotiations are ongoing.

00:14:15:07 - 00:14:48:16
The applicant has those to review and will do so. The intention is that they'll be reviewed by the end of this week after the hearings so that then the comment can be provided in the updates that are being asked for in the response to second written questions. And we've agreed that approach with National Grid so that we can identify the areas of disagreement, particularly in response to written question 2.7.34. There's no current discussions for a side agreement, and that's why it's silent in the land and rights negotiation tracker.

00:14:48:23 - 00:14:52:25
But if a side agreement does become required, obviously, that will be reported in that document.

00:14:55:14 - 00:14:58:20
Next, we'll go to National Gas Transmission

00:15:00:23 - 00:15:36:26
bespoke protected provisions for shortened to NGT in Part five of Schedule fourteen of the Draft Development Consent Order. The applicants exchanged emails with NGT this week and an approach has been agreed and that will be put into writing in response to Written Question 2.7.35 at deadline three. But in short, for the benefit of those attending today, the negotiations between the parties have, in effect, been front loaded, albeit through discussions that have been carried out on the limedown, so the project involving the same parties.

00:15:37:15 - 00:16:11:27

Just because it's not been done in this forum yet, it doesn't mean that we're starting from scratch, just the points I want to make there. And the latest update is that discussions between Alan Green Power on the Limedown project and NGT is that they're progressing positively, and both parties hope to be able to report shortly that an agreement has been reached. On that basis, neither NGT or the applicant think that a detailed program will be required given that an agreement is expected to be forthcoming. Again, that will be recorded in the response to the ex Q2.7.35.

00:16:12:14 - 00:16:48:22
The intention of both the applicant and NGT is that that same form of protective provisions that is hopefully soon to be agreed on that separate project will then be applied and used for East Pie, and the position between the parties will be recorded in the statement of common ground that's going in at deadline three as well. Again, for Claritin to refer to all of the columns in the land rights negotiation tracker. There's no side agreement to expect be necessary there, which is why that document's silent on the point. Next, we've got Anglian Water Services Limited, and they have bespoke protective provisions included at part six of schedule fourteen.

00:16:49:29 - 00:17:21:15
The applicant had a meeting with Anglian Water Services Limited last Friday, and that was discussing all matters in respect of the statement of common ground, including the protective provisions. And following that meeting, the applicant's understanding is that all points are now agreed at least in principle, but we understand the wording is also agreed, but appreciate I can't confirm that on behalf of this to undertake it. But the agreed position will be recorded in statement of common ground that will be submitted at deadline three. And again, no side agreement is necessary there.

00:17:23:13 - 00:18:04:02
Next is the environment agency and bespoke protect provisions have been included in part seven of Schedule fourteen of the draft development consent order. This one needs a bit more context. So the primary reason for including the protected provisions in the draft DCO is to make sure that suitable protection is present for the environment agency in recognition of article six subparagraph one subparagraph e of the draft DCO because that article seeks to disapply regulation twelve of the environmental permitting regulations in respect of flood risk activity.

00:18:04:24 - 00:18:22:11
In other words, what that means is that the process that would ordinarily apply under that permitting regulation because the applicant is seeking to disapply that. The regime is brought within the one stop shop approach of development consent order by applying the protection in the protected provisions instead.

00:18:23:29 - 00:18:58:18
On those protected provisions, the environment agency hasn't provided comments specifically on the wording of those provisions, and that's because the environment agency doesn't consider that a flood risk activity permit is necessary for the scheme. The environment agency's position is that the applicant is exempt, and therefore, the environment agency doesn't consider that the disapplication of the flood risk regime is necessary. And And obviously, if that were to be removed, then the protected provisions wouldn't be required because that regime would stand as would currently apply.

00:18:59:10 - 00:19:32:10
The applicant's position is that the inclusion of the disapplication is necessary and it's a necessary contingency to avoid the potential duplication of regimes where you've got the development consent order and the protections and the protected provisions and also then the regime that would otherwise apply it under the flood risk regime. And we can get more information in our response that we've provided at time three, but that's on the basis that there is still some potential in the applicant's view that there may be a need for a flood risk activity permit if that were to be the case.

00:19:32:20 - 00:19:59:02
Then the appropriate approach is to disapply that separate regime, bring it within the DCO framework and then have protected provisions for the benefit of the environment agency to make sure that they're not left unprotected. And that position in principle has been accepted by the environment agency on various other solar DCOs, where the dissapplication has been routinely included in made orders and protective provisions have then been included as well.

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Next is Cadent Gas Limited, and they have bespoke protective provisions in Part eight of Schedule fourteen, the draft development consents order. The applicant hasn't seen or rather the Cadent Gas Limited hasn't submitted a relevant representation or a written representation. So the applicant has no known areas of disagreement with Caden Gas Limited. Applicant's position is maintained that they're in a suitable form, and that's not an uninformed position. It comes from the position that was agreed on the Greenhill Solar Farm order, But the applicant is seeking to liaise with Caiden Gas Limited to get that confirmation that they are agreed.

00:20:41:21 - 00:20:54:00
And obviously, we'll have any discussions around amendments that Caiden Gas Limited may or may not require. And a further update can be provided in the response to the second written question if we do get a response and can progress that.

00:20:55:15 - 00:21:26:11
Similar position arises then for Eastern Power Networks PLC. Bespoke protected provisions are included for Eastern Power Networks in Part nine, the schedule fourteen. Eastern Power Networks haven't submitted a relevant representation or a written representation. So again, there's no known areas of disagreement and the applicant's position is that those protected provisions are suitable. And again, that comes from experience from Ireland Green Power working with the undertaker on the Droves solar farm. So again, it's not an uninformed assumption.

00:21:27:20 - 00:21:56:07
But as I said for Canadian Gas Limited, the applicant is still seeking to get that confirmation directly in the context of East Pie from Eastern Power Networks. No side agreements necessary for Eastern Power Networks. And for completeness, we understand that a side agreement may have been necessary on Greenhill from Cane Gas Limited. So we're raising that with them to understand if that would be required for East Pie as well. And the land rights negotiation track will be updated to confirm if a side agreement is under negotiation.

00:21:58:02 - 00:22:31:22

The final set of bespoke protected provisions in Schedule fourteen is at Part ten for National Highways. And the existing draft development consent order, which is Rep one-fourteen, includes those protected provisions on a precautionary basis. Reason being that the applicant is seeking to utilize the strategic road network for the scheme and therefore included these protected provisions for the benefit of National Highways. However, and again, appreciate can't verify on their behalf in this context, but we can confirm in writing.

00:22:31:24 - 00:22:47:24
We've had an e mail from National Highways that confirms there's no need for these protected provisions because there's a lack of physical interaction with the strategic road network. In other words, we're proposing not any actual works to the strategic road network. We're just utilizing it for AILs effectively.

00:22:50:11 - 00:23:36:11
So the discussions that are ongoing with National Highways relate to that usage as opposed to any necessity for protected provisions. That's all of the bespoke protected provisions for completeness. It's worth reiterating when it's all of the undertakers, but it's set out in the land and rights negotiation tracker. There are other statutory undertakers that are included in the book of references having apparatus within the order limits. And the applicant has included standard form protected provisions that are routinely included on made solar development consent orders protecting electricity, gas, water and sewage undertakers operators of electronic communications code networks and trainage authorities.

00:23:36:13 - 00:24:09:02
That's at Parts one to three, respectively, schedule fourteen. And for example, as noted in the land and rights negotiation tracker that will protect the likes of Norfolk County Council's lead local flood authority as well as a host of other statutory understate undertakers, primarily on electronic communications codes networks. So a couple of other standalones, which I'll just quickly run through for completeness because they're in the land and rights negotiations tracker, but they they fall slightly outside of the agreement of protected provisions.

00:24:09:27 - 00:24:44:25
So first, you've got the government legal department, and they're included in there as a statutory body, but they're included due to the presence of the assumed crown land, and that's explained in more detail at paragraph nine point one point two, the statement of reasons, but doesn't justify or require any protective provisions. That's not appropriate in that instance. And then finally, South Norfolk District Council, albeit the limited nature of their interest in the order limits, again, don't give rise to the need for protective provisions, and that's explained in the land rights negotiations tracker.

00:24:49:12 - 00:24:52:18
Thank you. That's a comprehensive and thoroughgoing assessment.

00:24:54:03 - 00:24:56:23
My lead colleague has a question, David.

00:24:57:19 - 00:25:26:10

Yes. Just on protected provisions, just checking, we have asked a question about this. So you'll be responding to it anyway. But just for completeness, I think there was some discussion or certainly from the County Highway Authority were suggesting that they might require protected provisions depending on how negotiations go on or discussions around the traffic streets articles. Is there any update on whether or not there's going to be a need for protected provisions to cover highway the authority... County highway authority.

00:25:31:16 - 00:25:40:21
We asked, I think, two seven eleven was the question. So I'm sure he'll be responding anyway next next Tuesday, if there's anything in advance of that you'd like to say.

00:25:40:23 - 00:26:21:16
Clever in front of the applicant. Yes, so the applicant is willing to include protective provisions. It has done so on a number of other DCOs for the benefit of the local highway authority. Discussions are just ongoing in respect of what elements they wish to be included within the protective provisions versus which elements they would like to go on the outline construction traffic management plans. So there's a bit of an overlap between those two documents. So those are ongoing discussions as I understand it, but there may be we're just deciding whether we put in a version for the purposes of deadline three of the draft DCO, even though they're not agreed or whether we wait for an agreed form to be

00:26:23:01 - 00:26:26:19
prepared for before updating the draft DCO.

00:26:28:07 - 00:26:28:22
You.

00:26:32:04 - 00:27:09:28
Claire Bloomfield for the applicant, sorry. The other point just to clarify, we'll update it in the written summary is we mentioned obviously the approach that's being undertaken by Island Green Power on its other projects and trying to get that consistency. There have been some side agreements on those projects. So it may well be that the later version of the tracker will show for East Pie that a side agreement is also in place. So in respect of National Gas Transmission, a side agreement is being negotiated on Lime Down, so I would expect there to be a similar side agreement on East Pie.

00:27:10:00 - 00:27:29:24
But once we've got that confirmed, we will update the land rights tracker, but both parties considered it appropriate to focus the efforts on getting a final form of agreement for one project and then rolling it out across both East Pie and then Island Green Power's Light Valley solar project is another one that has the same interactions.

00:27:35:14 - 00:27:50:17
Ms. Broomfield, thank you. My next question concerns Section one hundred twenty seven of the Planning Act. And again, just for clarity, Section one hundred twenty seven provides protections for compulsory acquisition may affect the carrying on of the statutory undertaking.

00:27:52:12 - 00:28:05:09
Which outstanding matters does the applicant consider engage Section one hundred twenty seven? Which undertakers are affected? How does the applicant consider the relevant statutory test are satisfied? Thank you.

00:28:15:14 - 00:28:36:27
Deb Greenfield for the applicant. In respect of Section one hundred twenty seven, it's the applicant's position that the protective provisions that are already contained in the draft DCO provide adequate protection to ensure there is no serious detriment to the statutory undertaking.

00:28:40:07 - 00:29:12:04
where there are bespoke protective provisions, then they include a variety of different restrictions and obligations to obtain approval before carrying out works. sort So of general summary before actually doing any of the works necessary for the scheme irrespective the commulsory acquisition powers being sought, there is an obligation to submit details of those works to the statutory undertaker and in most cases for approval.

00:29:13:08 - 00:29:37:20
So that control over the actual technical nature of the works is what ensures that there won't be any serious detriment to the statutory undertaker's undertaking. There are also provisions in there in relation to payment of costs that may be incurred and liability for damage. So the applicant's position is that, that combination of approval mechanism and then payment of costs

00:29:39:13 - 00:29:43:04
combined ensures there's no serious detriment to the undertaking.

00:29:44:14 - 00:30:09:02
Ms. Brumfield, thank you. Perhaps next deal is Section one hundred and thirty eight of the Planning Act, which concerns the extinguishment of rights, the removal or relocation of apparatus belonging to undertakers and requires appropriate protection where such interests will be affected by the proposed development. That in mind, outstanding matters does the applicant consider engaged Section one hundred thirty eight and why? Thank you.

00:30:13:14 - 00:30:45:05
Ed Branfield for the applicant. Yes, so Section one hundred thirty eight is engaged because the applicant is seeking powers in respect of statutory undertakers apparatus. However, again, the protective provisions control how those powers are exercised such that in the event of any relocation of operators that would need to be approved by statutory undertake before those works are actually carried out. And therefore, applicant considers that the test has been satisfied.

00:30:45:22 - 00:30:46:07
You.

00:30:47:09 - 00:30:48:18
Ms Brumfield, thank you.

00:31:16:14 - 00:31:24:12
That concludes all my questions for agenda item five. I'm looking to the floor to see if are any questions. I can see two hands raised.

00:31:26:14 - 00:31:36:24
Item six. Okay, we'll wait for item six. Okay, thank you. That concludes item five of the agenda. We'll now move to agenda item six.

00:31:43:01 - 00:32:01:15
Thank you. So now discussing item six which is other matters. The purpose of this item is to simply to provide an opportunity for participants to raise any matter relevant to the compulsory acquisition or temporary possession elements of this application that has not already been addressed elsewhere on today's agenda.

00:32:03:11 - 00:32:16:05
Before I invite participants to speak, can the applicant confirm whether there are any procedural, evidential or compulsory acquisition matters that it wishes to raise which have not already been covered today to the applicant? Thank you.

00:32:23:07 - 00:32:27:14
Brad Broomfield for the applicant. No, the applicant doesn't have anything else that he wishes to raise.

00:32:30:26 - 00:32:37:25
Ms. Brimfield, thank you noted. There were two hands raised under Ms. Chandler. Thank you.

00:32:44:02 - 00:33:27:27
Victoria Chandler speaking as a resident. Really, this is following the comment from the property owner of Cedars. Because as a resident, I too have requested detailed confirmations why I'm not being considered as a category three resident. My property is within eleven meters of site five and forty two meters of works one. So that is taking into consideration any buffers that the applicant has put in, but we have not been considered as a category three resident and we have received no detailed explanation as to what criteria we have been ruled out.

00:33:29:12 - 00:33:41:24
If the applicant could actually provide as to whereabouts on our property they have taken the measurements to so we can confirm it is not just the dwelling itself but actually our residential curtilage. Thank you.

00:33:44:01 - 00:33:57:12
Mr. Chandler, thank you. I'm not sure if the applicant is in a position to reply. I'm not even sure if they're aware of the property address. You may well be. The option to take it offline indeed is with the applicant or you may wish to reply during the examination. Thank you.

00:34:00:12 - 00:34:10:20

Claire Bloomfield of the applicant. Yes, think we're aware of the property that's being referred to here. I think perhaps if we can take the same action as we had for Mr.

00:34:12:20 - 00:34:41:07
Erwin in the sense of providing a signposting to the response to the written question, which will set out the exact reasons why a property has not been included as category three for the physical factors that I mentioned earlier in terms of an operational noise, etcetera. We can provide a site an extract of that. So obviously, distance is one of the factors that's taken in, but there may be other reasons why

00:34:43:03 - 00:35:17:16
it was not considered that there would be noise impacts during exploration, for example, that would suggest that this particular property was meeting the criteria for category three. But I don't have that information on that particular property available to hand now. So I think if we can take an action to we'll obviously respond to the question at deadline three. But if we have the contact details and perhaps Mr. Chandler can provide them to the applicant's team such that we can send her an extract directly of where she can find the answer to her particular property.

00:35:18:29 - 00:35:35:05
Ms. Brownfield, thank you. Ms. Chandler has nodded yes. I presume there'll be contact made offline today just to exchange property details. And as an action point, you will communicate with Ms. Chandler and provide an excerpt from the intended submission relevant to Ms. Chandler's property.

00:35:36:26 - 00:35:47:20
Clearing for the applicant, yes. So we will do that, obviously, once we've submitted deadline three. So just in terms of time scales, that extract would come through after deadline three, so next week.

00:35:50:11 - 00:36:02:03
Victoria Chandler, that would be appreciated, especially if it's not just referring me back to documents I've already previously read and not found the answers in. That would be really helpful. Thank you. As Chandler noted, and thank

00:36:02:05 - 00:36:06:18
you for your question. Thank you. Ms. Smollett, I'll open for question.

00:36:18:03 - 00:36:45:26
Thank you. My name's Sandra Mullet. These are actually doctor Annetta's various questions because she's had to leave today. So, firstly, she's asked the question, other than the three situations that already stated, I. E, death, divorce and bankruptcy, are there any other situations in which East Pie would exact compulsory purchase of the freehold land? That's question one. The second question, she's asked

00:36:46:01 - 00:36:51:09
Sorry. That seems a little unclear to me. Can you please clarify the question? I'm sorry to ask you to clarify it.

00:36:51:11 - 00:36:52:27

I wish I was her. I'd have a better time with

00:36:52:29 - 00:36:53:17
this. Understood.

00:36:53:19 - 00:37:09:10
Okay. So other than the three situations already stated, death, divorce and bankruptcy, are there any other situations in which they would exact compulsory purchase of freehold land?

00:37:12:25 - 00:37:16:08
not happy to put that question to the applicant. It's not clear to me what it means. I'm sorry.

00:37:16:10 - 00:37:19:02
No, that's fine. You can't ask me because I'm just...

00:37:19:09 - 00:37:21:02
I do understand. Thank you.

00:37:21:04 - 00:37:39:24
Secondly, she's asking how are they ensuring that the threat of compulsory purchase of freehold is not acting as a gun to landowners' heads while voluntary negotiations are proceeding, considering they will not be able to get the land back through trickle down rules?

00:37:42:02 - 00:37:44:29
Again, morning, I'm not happy to ask the question of the applicant.

00:37:45:01 - 00:37:49:08
That's fine. I'll pass them back to Vanessa and she can deal with it. Thank you.

00:37:53:18 - 00:37:55:26
Just please from the floor.

00:37:59:26 - 00:38:15:03
Rangan, I'd like to take the outcome back to a point we raised this morning in relation to an action point concerning permanent rights. I think you would take it away and come back with a contribution during Agenda Item six on what you could deliver in terms of the action point.

00:38:33:12 - 00:38:56:24
Deborah Greenfield for the applicants. Sorry, was just trying to find the relevant question number. So we think we can provide some of the information that the examining authority has requested when we respond to second question 2.5.4, which was about the nature of the rights being sought. So we will as

00:38:58:12 - 00:39:06:03
part of our answer to that question, we can pick up on the points that were raised earlier in the examination hearing.

00:39:06:15 - 00:39:09:23
Ms. Brumfield, thank you. That's acceptable. Thank you.

00:39:37:19 - 00:39:52:24
Okay. So we've now come to the closing of the hearing. We've concluded agenda item six. Just a note of thanks from the examining authority to all contributions made today. They've been very helpful and allowed us to do a more thorough examination. Thank you.

00:39:54:17 - 00:40:09:29
The action points arising from today's hearing will be reviewed by the examining authority and published project on page as soon as practically possible likely to be early next week. Discipline should rely on the published action points as the definitive record of the actions arising.

00:40:13:15 - 00:40:20:09
Before formally closing the hearing, are there any procedural matters related to the conduct of today's hearing that require attention?

00:40:23:20 - 00:40:24:05
I

00:40:25:20 - 00:40:54:00
just wanted to double check just because I'm conscious of the timing of deadline three. So if we don't have the list of formal actions until Monday, that doesn't leave us very long. We've obviously made a record ourselves, so we've got a fairly good idea. But to the extent perhaps it's decided to be slightly different than how we've recorded it, then obviously Monday wouldn't give us enough time to then provide the response for deadline three would need to be a deadline four action. If you would just bear that in mind. Thank you.

00:41:06:12 - 00:41:15:28
Springfield, we're going close to the hearing. We will take a break and work on those action points as quickly as we can and then definitely get them out to you today. We

00:41:17:02 - 00:41:35:10
could actually go and discuss them just very briefly now and then we could just go through them before we close might be best thing to do just so in case there's any disagreements about them in a slightly more old fashioned way that we used to give fraction points at the end. Just on this occasion, given the fact that deadline three is imminently approaching, if

00:41:36:27 - 00:41:38:17
we could just take a few minutes break now to

00:41:38:19 - 00:41:52:27
do so. Conscious of time, so it's twenty past four. We intend it to close no later than five. So if we return here by quarter to five? Before, no. Twenty five, two. We'll go for quarter two, okay? Play it safe. Yes.

00:41:54:15 - 00:41:55:24
We've quite a few action points.

00:41:55:26 - 00:41:57:00
Claire has got them all right now.

00:42:00:27 - 00:42:03:24
Twenty five point two. Okay. Thank you.