

13th November 2015

Dear Nia

Brechfa Wind Farm – Procedural Issues & Land Owners Meetings

Thank you for your email noted below which I have highlighted red for ease of reference at the foot of this email for The Inspector and appropriate AM/MPs. I am pleased to note that you have at last consented to release the HoTs but unfortunately these have been released after the deadline for objections to be made to the Planning Inspectorate. I have already expressed my very real concerns about procedural issues and landowner disenfranchisement.

On a procedural point these could have been made available well before the objection deadline and I see no reason why these could not have been forwarded to my clients and myself weeks ago. Why now?

This week I have been receiving phone calls on mass from landowner clients regarding a letter sent from Mr Hubbard to my clients last week. I attach this letter and my response/reply which Mr Hubbard has not yet replied to in respect to the direction landowners should take. My clients do not understand what Mr Hubbard wants and I have advised landowners that they cannot sign paperwork however innocent it may look when they have no conception as to what they are signing for. I have already advised my clients to write separately to WPD requesting a better understanding from Mr Hubbard's letter.

Today's e mail is of assistance as it helps clear up some of the misunderstanding and confusion caused to landowners in Mr Hubbard's letter.

I understand you have posted the HoTs to my clients today? Why could this not have been done as I have requested *ad nauseam* on many previous occasions.

Please can you reply substantively to all my e mails sent to you in the last 6 weeks?

In no order of importance can you also please answer the followings points many of which have been asked but not answered by WPD or Freedom.

1. Can WPD/Freedom please confirm that they will pay BJP unconditional fees for meeting landowners to discuss HoTs and Key Terms Sheet - Overhead Electricity Line Agreement for Grant and Easement as requested by WPD? I have asked about this for many weeks with a full explanation why meetings need to take place with BJP being paid for their professional time on an unconditional basis. I have raised this matter with The Inspector and will be raising this issue with the Local AM/MP as I have fully explained to you in previous emails why this is important.
2. My clients would appreciate an explanation from WPD/Freedom whether all/some payments suggested by WPD in their schedule of payments will be withdrawn in the event landowners refuse early entry. My understanding of the procedure adopted by WPD will be that if landowners refuse early entry as scheduled in the Heads of Terms received today [the 13th November 2015] **all payments** suggested by WPD in the HoTs comprising Grantor's Easement Payment and Grantor's Incentive Payment will be withdrawn and will require landowners to apply to Lands Tribunal for any form of compensation. It is important that you be clear on your procedural rules running forward regarding landowner's losses so that I can fully advise the landowner of their position otherwise my clients position will be disenfranchised. You have not been clear on these points. Please explain in clear and precise language what WPD/Freedom's intentions are in respect to landowner compensation or withdrawal of all/part compensation; so that my clients will be able to understand this in

simple and precise language and will based on this information be able to make an informed and considered decision based on that information supplied by WPD/Freedom.

Continuing on from the above theme my understanding of WPD/Freedoms position on this matter remains clouded in uncertainty and to some degree confusion; especially after a land agents meeting held in St Peters Hall in Carmarthen on the 29th July. In this meeting your solicitors Osbourne Clark threatened BJP that unless early entry agreements were conclude to the satisfaction of WPD, all payments would be withdrawn. It was also unequivocally stated by Osbourne Clark that WPD would not be considering any claims for injurious affection as wooden poles would not attract payments for injurious affection? We strongly disagreed on this point as you know. Without a copy of the HoTs which I requested at the meeting and which were promised that week I could not make any further comments or advise landowners going forward. Forgive me but if my recollection of the meeting is unclear or just simply wrong then you will have no issue whatsoever putting me right and stating clearly for the record what the correct position was/is running forward regarding

- a. **Withdrawal of all or part payments now clearly set out in the HoTs**
- b. **Whether injurious affection is something WPD are prepared to negotiate/consider during our negotiations as set out in CPO procedure.**

Please answer in full what is a fairly straight forward question to answer and which WPD/Freedom have continued to avoid answering. I would be grateful if you would clear this up for me and the landowners so I can properly advise my clients.

You would appreciate without a full explanation of the procedural issues which surround Landowners compensation then I cannot fully represent my clients. I understand that you had a meeting with Mr James of Awelfryn with his previous land agent last month. I have asked Mr James of Awelfryn who met you in the presence of his mother and brother to provide us with a written response in respect to the contents of the discussions in this meeting between you and his previous land agent and I will be passing this information onto you, the Inspector and my clients AM/MP to consider. But from what I can gather there was no discussion in the meeting regarding land damage claims, claims for disturbance and claims for injurious affection. In fact Mr James did not even know what injurious affection meant as I understand from him that it was not brought up in the meeting. Can you confirm if this is true or not and can you confirm what actually was discussed apart from discussions regarding a H Pole they were not expecting.

3. In respect to the HoTs and *Key Terms Sheet - Overhead Electricity Line Agreement for Grant and Easement* it appears that WPD/Freedoms have failed to explain the process of injurious affection to landowners. In WPD literature *Payment Instalments* WPD state '*Balance of the payment on completion of the Easement and at the same time any additional payment for any injurious affection that has already been assessed and agreed*'. The HoTs which we have at last received today do not follow the same procedure that WPD have stated they would adhere to in their *Guide to payments for landowners*.

You now state '*In addition to any easement and incentive payments, where applicable injurious affection and other appropriate heads of claim will be considered at the appropriate time on an individual basis and in accordance with current legislation and comparable settlements*'.

Please explain why there has been a subtle change in the wording. The first statement as set out in WPD literature *Payment Instalments* has a very different meaning to that set out in the *Key Terms Sheet - Overhead Electricity Line Agreement for Grant and Easement*. The reference to injurious affection is not set out in the payment schedule to landowners. We have raised this with the Inspector. Please advise why the literature is different and why there is no

reference to injurious affection in the HoTs. I will be advising my clients to take legal advice but this is unlikely to be available to my clients before the landowners meeting thus causing my clients further disenfranchisement as I am unable to advise them what do in respect to the current payments being made by WPD.

4. WPD continue to provide BJP with unrealistic and unworkable timescales to organise 25 landowner meetings to include Messrs James Awelfryn and Mr B & Mrs Y Kilkelly, Langlynadda, Alltwalis Carmarthen two additional BJP clients.

However I can provide the following dates subject to satisfactory answers to all the reasonable questions voiced above:-

Monday 16th November – Already reserved for WPD/Freedom landowners meetings following my email to you on the 10th October. As agreed my diary was kept free Monday the 10th to Friday 13th [plus the following Monday just in case we needed an additional day]. I have provisionally arranged a structural survey, weather dependent but can give you this day if you want? *Let me know what you want to do.*

Tuesday 17th November – PV option/lease landowners meeting in Pendine from 11.00 am onwards. I am not sure how long the meeting will go on for but shouldn't be more than 2 hours. I could be free for one or two landowners meetings from 3.00pm onwards. Need to finish by 4.30 pm as picking up children from school.

Wednesday 18th November – Carmarthen Mart All Day.

Thursday 19th November – Long standing arrangement booked 6 months ago. All day. Can't get out of this.

Friday 20th November - 10.00 am - Provisional meeting made by my assistant for matrimonial valuations and awaiting solicitor's confirmation they can go ahead as planned. Noon - DCWW Claim. Free from 2.00pm onwards. Free to 7.00 pm.

Monday 23rd November – 10.00am - BT meeting with client at Alltwalis. 11.30 am Bedwhirion Farm re land/farm purchase. Can be free from 1.30 pm onwards. Need to finish by 4.30 pm as picking up children.

Tuesday 17th November provisionally booked for road accident claim [Mr Davies] from 9.00 am and bypass scheme compensation scheme [Mr Thomas]. Free from 3.00pm. I can organise a third party to pick up children today so free to 7.00pm.

Wednesday 25th November – Carmarthen Mart All Day.

Thursday 26th and 27th November Free Both Days – So far.

Before any meeting we would be grateful that WPD/Freedom clarify the procedural issues noted above and our position on fees.

**Regards Iwan
Bjp**

From: Nia Wyn Davies [mailto:NiaWyn.Davies@freedom-group.co.uk]

Sent: 13 November 2015 09:20

To: iwan@bjpco.com

Cc: celia@bjpco.com; lauren@bjpco.com; Paul Clough <Paul.Clough@freedom-group.co.uk>;

Matthew Bickford <Matthew.Bickford@freedom-group.co.uk>

Subject: Brechfa Forest Connection Project

Annwyl Iwan

Brechfa Forest Connection Project

Further to my e-mail of Friday, 06 November 2015 please find below link to your clients' Heads of Terms and accompanying documents (and which have been sent by post to your clients):

<https://fileshare.enservegroupservices.com/public/folder/bObR6woIreUsaG7o9Vm0LQ/Brechfa%20Forest>

The password to access the folders is: BrechfaForest20151113

The documents will be available for download until 17.30 on Friday 27 November 2015.

For completeness, the Heads of Terms and accompanying documents are for your following clients:

Mr S & Mrs P Medland,
Mr & Mrs LET Birch,
Mr GA Dufty,
Mrs DA Davies,
Messrs Evans,
Ms F Morris & Messrs Davies,
Mr & Mrs HV Miles,
Mr & Mrs R Eagle,
Mr & Mrs B Patten,
Mr & Mrs RHW Howells,
Meses DA, AJ & Mr MP Reed,
Messrs DA & WG Jones,
Mr P Morris,
Mr DJB Thomas,
Mr & Ms RDH Bowen,
Mr & Mrs W Bowen,
Mr CO Evans,
Messrs DJP Davies & Sons, Crugan Fawr, Llandyfaelog, Kidwelly SA17 5RE
Mr & Ms RC Jones,
Mr & Mrs HD Walters,
Mr & Mrs WDI Gibbon,
Mr & Mrs H Davies,
G James and Sons, Awelfryn, Peniel, Carmarthen SA32 7HR (as you may be aware we have already discussed these Heads of Terms with your clients and their former Agent).

Please advise of your availability during the weeks commencing 16 November and 23 November 2015 so that we may arrange our diaries to discuss these Heads of Terms.

Yn ddiffuant

Nia

NIA WYN DAVIES

For and on behalf of Western Power Distribution

I have Monday still reserved for WPD as per my email addressed to you on the 10th October.