

Internal Power Generation Enhancement for Port Talbot Steelworks Case Team
The Planning Inspectorate
3/18 Eagle Wing
Temple Quay House
2 The Square
Bristol
BS1 6PN

Brechfa Forest Connection Project - Procedural Issues

**Re: - Application for a Development Consent Order for the Brechfa Forest Connection Project
Section 56(2) Planning Act 2008 and Regulation 8 Infrastructure Planning (Applications:
Prescribed Forms and Procedure) Regulations 2009**

**Ref: - BFC/AH/100
EN020016**

Our Reference - BFC-OP0001 – BJP Land Agents 104 Lammas Street Carmarthen

Following the Preliminary Meeting we respectfully believe that there are procedural issues that the inspector needs to consider in the procedural process before the Public Enquiry.

It was unfortunate the Landowners and BJP were not invited to speak at the preliminary meeting held at St Peters Civic Hall on Tuesday 6th October 2015; otherwise we would have alerted the inspector to what we consider to be procedural concerns which we believe have and continue to have caused BJP landowner clients and their professional advisors procedural difficulties in dealing with the CPO process.

The writer would confirm that at this point in the procedure, BJP land owner clients had/have serious procedural concerns regarding the CPO procedure being pursued by WPD and would like to bring these to the attention of the inspector for further guidance.

On the 6th October 2015, WPD had still not issued BJP landowner clients with the HoTs and *Key Terms Sheet - Overhead Electricity Line Agreement for Grant and Easement* specific or generic. We had hoped to bring this to the attention of the Inspector during the preliminary meeting and request the Inspector to direct WPD to disclose landowner specific HoTs and *Key Terms Sheet - Overhead Electricity Line Agreement for Grant and Easement*. On not understanding the procedure we assumed without your guidance that the lack of the publication of HoTs and *Key Terms Sheet - Overhead Electricity Line Agreement for Grant and Easement* was not a procedural issue. We respectfully await your guidance on this issue as BJP believe the late delivery of HoTs and *Key Terms Sheet - Overhead Electricity Line Agreement for Grant and Easement* has disenfranchised the rights of BJP clients in the CPO process and has prejudiced BJP clients being able to obtain appropriate advice in the timescales now being afforded in the CPO procedure to make an informed judgement in respect to compensation payments and whether to continue to object to an over ground routing or accept the proposals as outlined by WPD.

Whilst appreciating that landowners and their professional representatives may have had no statutory right to speak at the Preliminary Hearing and recognise that we may not have the right to write directly to you following the deadline for objections, it is regrettable that we have had to inconvenience you with this letter as BJP landowner clients are now only just receiving specific *Key Terms Sheet - Overhead Electricity Line Agreement for Grant and Easement*. We believe that these have been delivered extremely late in the process by WPD/Freedom and BJP are not confident that they can advise clients appropriately or professionally in the time availability left in my diary to deal

with landowner negotiations in particular as we are still awaiting substantive replies to many of our questions from WPD/FFreedom.

Once again this has left landowners represented by BJP being severely disadvantaged by the CPO procedure.

In addition to our grave concerns noted above we also specifically request your guidance regarding the CPO procedure in respect to the following procedural matters:-

As noted above over the weekend we understand that BJP clients will begin receiving Landowners HoTs and *Key Terms Sheet - Overhead Electricity Line Agreement for Grant and Easement*. The late delivery of HoTs and *Key Terms Sheet - Overhead Electricity Line Agreement for Grant and Easement* has disenfranchised BJP clients and there are issues which we humbly consider to be procedural which we need to address to the inspector and request guidance on.

BJP landowner concerns are as follows:-

1. 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 abide by and follow the principles it set out in its original literature when it set out the framework for the parties to consider when entering the negotiation process of assessing injurious affection compensation to landowners affected by the scheme. In the original landowner packs distributed at the original open meetings around the county at the start of the acquisition process in WPD literature *Payment Instalments* WPD stated '*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 eventually received by e mail on the 13th October do not however follow the same procedural guidance that WPD stated they would adhere to in their *Guide to payments for landowners* at the start of the process.

WPD 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 could you request that WPD explain why there has been a subtle change in the wording of its own stated literature that will have a significant bearing on landowner's negotiations? We believe the first statement as set out in WPD literature *Payment Instalments* was clear and precise but the new statement on injurious affection has a very different meaning.

The reference to injurious affection is now markedly different in the latter publication to the original guidance set out in land owner packs. Furthermore there is no reference to injurious affection in the HoTs payment schedule to landowners. We would be grateful for your guidance and direction on this issue as the position recorded by WPD is markedly different from that established by WPD at the start of the procedure.

We do not believe that BJP can enter into negotiations with WPD until these procedural concerns have been addressed and explained by WPD.

Please can you request WPD to explain why there is a now a significant difference in literature and why the literature published by WPD has been carefully but subtly changed. Please can you request WPD to explain why late on into the proceedings there is no reference to injurious affection in the HoTs procedure and landowners negotiations? When we previously discussed the scheme to landowners at landowners meetings we have always reassured landowners that injurious affection would be discussed and agreed on where appropriate at the negotiation stage of proceedings. Based on the current *HoTs and Key Terms*

Sheet - Overhead Electricity Line Agreement for Grant and Easement published to BJP clients, this is now not the case and **all** landowners affected by the scheme, not just BJP clients, will be significantly disenfranchised by this late change in literature and negotiating procedure adopted by WPD; which has not been drawn to the attention of landowners and may also be an infringement of the individuals concerned human rights.. Have WPD informed the Inspector of the change in literature adopted regarding injurious affection or is this not necessary.

2. The purpose of the Preliminary Meeting between the Agents is to enable the views of the parties to be fully explored. So far WPD have failed to enter into any meaningful dialogue with BJP in respect to the claim for Injurious Affection. We have been told verbally by WPD that there is no claim for injurious affection on wooden poles.

We have comparable evidence that WPD have in the past paid compensation for injurious affection above the levels noted in the HoTs – but that is not the purpose of this letter.

The purpose of the letter is to confirm that we believe HoTs should be modified to include injurious affection and the wording should be modified so mirror the correspondence set out in the original landowner packs sent out to land owners and professional bodies at the start of the scheme and which BJP have relied upon when advising their land owner clients affected by the scheme.

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*’.

In The HoTs there is no reference to injurious affection or to that matter, disturbance payments or land damage claims. In respect to previous CPO negotiations with Carmarthenshire County Council and the Welsh Office BJP have in the past agreed with the Acquiring Authority the principle that the value of the whole of the property in the “no scheme world” prior to acquisition will be compared to the value of the property left in the “scheme world” and the acceptance of the advance payment from the Acquiring Authority on an open or without prejudiced basis whatever may be the case.

Once again we do not believe that BJP can enter into negotiations with WPD until these procedural concerns have been properly addressed by WPD.

3. We have received non prejudiced communications from WPD regarding procedural issues including fee arrangements. All correspondence must be on an open basis in respect to procedural matters.

We await the Inspectors urgent response.

We have pencilled in available dates to meet WPD before the Public Enquiry. We are however concerned that until WPD set out its framework in a transparent fashion between the parties then the position of BJP clients will be severely disadvantaged. Please find attached recent correspondence which clearly shows the willingness for BJP to negotiate/have dialogue with WPD/Freedom but for which we have not received no meaningful responses. Based on the failure of WPD/Freedom to conduct open and transparent negotiations/dialogue we are of the opinion that landowner’s interests have been severely disenfranchised and that landowners human rights will/have also been infringed. On this basis we believe it unwise for BJP to enter into any form of negotiation regarding compensation provision until the statutory framework has been agreed. Please advise?

It is important when applying the use of CPO procedure that the parties’ act in a fair and transparent manner when negotiations take place between the parties.

Landowners have expressed concerns that WPD see the CPO procedure as little more than a tick box exercise to satisfy the Inspector that WPD have adhered to the rules to ensure the Inspector grants the Consent Order for the development. Such disregard for the CPO procedure was evident the previous weekend with the example set by WPD in sending out ill-judged correspondence in their attempt to show the inspector that negotiations were ongoing and taking place between the parties notwithstanding the many questions which BJP had put to WPD/Freedom and for which we had been promised substantive replies had not been received and are still awaited.

In my professional opinion the letters sent to BJP clients by WPD was both ill-judged and misguided; as the letters that arrived at landowners properties last week caused great concern and anxiety and complete non understanding and necessitated BJP over the weekend period to e mail clients or ring/visit BJP landowner clients explaining the letters intent and informing landowners that they would be ill advised to sign literature purporting to suggest that negotiations were on going when the Acquiring Authority were still holding onto the HoTs which no one had seen at this date and so no one could reasonably sign documentation when there was no comprehension as to what one was signing or whether the documentation had changed from that contained in the landowner packs.

We wrote to WPD expressing our concerns but to date we have not received the courtesy of any reply. Our response to the letter episode is attached.

With our greatest respect the CPO procedure is not a tick box exercise. WPD have already ignored their own literature in respect to survey payments and it is incumbent on the Inspector to ensure that WPD abide by their own literature and enter into formal negotiations with landowner's representatives with both parties having the benefit of full knowledge of the other side's position.

We would respectfully request that the Inspector advise WPD to modify the HoTs and abide by their own stated literature '*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*'.

We would respectfully suggest that the Public Enquiry be postponed until all landowners are in receipt of appropriate HoTs. We await your response.

Yours Faithfully

IAR Jones
BSc MRICS FAAV

13th November 2015

info@brechfaforestconnection.co.uk

Dear Mr Hubbard
WPD Solicitor

RE: Brechfa Forest Connection – Heads of Terms

Please respond fully in respect to my previous correspondence. Please provide the time scale on which we can expect a full and open response to the concerns we have already brought to your attention and the attention of the Inspector and the AM/MP.

Please confirm that I have your consent to resend your ‘without prejudice’ letter onto BJP clients and other interest parties including AM/MPs who have expressed their interest in being kept fully informed of the procedures being adopted to consent the transmission line.

We would welcome a meeting with Bruton Knowles to discuss in addition to injurious affection matters, heads of terms to include disturbance payments and claims for all damage and losses. We are pleased to see that WPD/Freedom have engaged the services of experienced land agents.

All negotiations between the parties must be in full and open view of the land owners and the Inspector and all interested parties. We cannot justifiably proceed on the basis as you outline which we are not comfortable with even if your correspondence is not considered unhelpful by the writer. Please re confirm that all correspondence is to be treated on an open basis. This is not unreasonable.

If you are concerned about creating a precedent in paying land agents fees on a non-conditional basis then please remove this section from your letter and resend without reference to fees; which are incidentally reasonable and equitable. I have already lost a near week reserved for WPD landowner meetings which you did not respond to. It is important that landowners can express their full views in open and transparent negotiations between the parties without feeling any pressure to sign HoTs.

We would again reiterate that we cannot provide our clients with open and transparent advice without BJP costs to meet landowners being fully met on the reasoned basis we have set out ad nauseam on many previous occasions; for which we have not yet had the courtesy of your professional response which incidentally also includes your helpful ‘non prejudiced correspondence’ received this evening.

Please confirm our unconditional professional costs will not be capped by you in order to meet BJP clients to discuss HoTs; and this fee arrangement must include the hours to date we have spent writing to WPD/Freedom to get you to accept your full responsibilities to land owners notwithstanding it is on a without prejudiced basis. As already noted my fee earning capacity has been compromised this week [ending 13th November 2015] by your failure to accept the week offered to you [one month notice] to fully negotiate with landowners and so my costs need to be addressed by WPD/Freedom and compensated in full. Furthermore I will not deal with fees on a without prejudiced basis due to the issues I have already raised regarding full transparency to landowners and the inspector.

I have already responded to Freedoms earlier e mail this evening regarding date availability.

BJP have already spent an extortionate amount of time corresponding with WPD/Freedom without any reciprocal courtesy or meaningful response from WPD/Freedom. WPD/Freedom must accept the need to enter into open and fully transparent negotiations and must accept the framework the parties must adhere to, in respect to open dialogue and negotiations as set out in CPO legislation. Whilst many of BJP clients will not accept anything but an underground installation it is still incumbent on

the professional representatives on both sides to fully inform the landowners of their respective claims so they are not left disenfranchised which incidentally includes open and full dialogue and landowner understanding regarding the influence of injurious affection protocol.

Our requests have not been unreasonable. The whole process has been slow and extremely frustrating. You must instruct your agent to deal with negotiations in an open and transparent nature as requested by legislation and we cannot deal with you on any 'non prejudiced basis' however helpful this may be considered by the parties to advance negotiations as this may be poorly received by affected landowners as collaborative.

Please answer all the points I have respectfully raised on many previous occasions. These are very important questions and must be fully answered by WPD/Freedom before we can have any meaningful landowner meetings. Without the answers to these reasonable questions we have already listed and repeated ad nauseam to WPD/Freedom, landowner meetings will have limited relevance and again without proper professional representation and full WPD/Freedom disclosure land owners rights are being profoundly disenfranchised.

I must stress ad nauseam that I am unable to professionally represent landowners until we have had a full and transparent response to our many questions that we have already placed at the door of WPD/Freedom and I fully understand these responses and can relay those to our clients and provide the required advice based on best information.

Furthermore I must again repeat that all correspondence must be transmitted in an open and transparent forum between the acquiring party and the affected landowners. I trust you will respect this request.

I will review my e mail correspondence over the weekend. If you need to discuss please contact me on my hone no 01554 891536 or my mobile 07970 162962.

Regards Iwan Jones
BSC MRICS FAAV

info@brechfaforestconnection.co.uk

E Mail Only – 9th November 2015

Dear Nia

Brechfa Forest Connection Project

We have had no substantive reply from Freedom and WPD and are in receipt of new correspondence sent to BJP clients today.

We were promised specific client HoTs today but these have not been received from WPD/Freedom.

In respect to the attached letter you sent my clients today these request:-

In respect to question CA18, WPD and each affected party (which in this instance is yourself / yourselves) is asked to provide a jointly agreed statement as to the progress made in, and current position of, negotiations on reaching any agreement. As such, I have attached on a separate sheet a summary of our position for the Heads of Terms and if you agree that this is correct please complete where stated and return in the enclosed stamped addressed envelope.

It must surely be obvious to you by now that there has been no progress or meaningful correspondence between WPD and land owners affected by the scheme. I have asked my assistant to salvage this week as best she can. The second week of November was made available to you over a month ago to meet BJP clients but you have not had the decency or good manners of informing me whether you wished to meet land owner clients or not from the 9th November onwards.

A summary of our attempts to meet you are noted as follows:-

We wrote to you on the 18th September offering Thursday 8th October at 7.00 pm to meet BJP clients at Carmarthen Market to run through HoTs but you refused on grounds of confidentiality. We wrote to you on the 10th of October giving you the whole of the second week of November to meet the 24/25 landowners represented by BJP to agree procedure and discuss HoTs. You failed to respond and continue to remain silent on the subject and to this day have failed to respond or have the grace or common decency and professional courtesy of informing me whether you wished to meet land owner clients or not this week. Now it would appear that there is no time to set up meetings before the Public Hearings to be held by the Inspector in particular as you continue to fail to respond to our requests for ratification on the recognised and agreed heads of terms to be discussed in landowner meetings. You must appreciate that the CPO procedure requires the Acquiring Authority to set out the framework and agree on the recognised heads of terms to be discussed which include injurious affection and land losses/restoration. You have failed to do this and you have altered your literature on injurious affection procedure to the extent that WPD have made it so opaque as to be valueless; and that this in our judgement continues the theme of landowner disenfranchisement.

WPD have still not sent specific HoTs to BJP clients or BJP, as requested on so many occasions. I am therefore not aware how my clients can therefore answer question CA18. Please can you advise BJP how my clients are supposed to answer question CA18. **We await your response.**

If we do not hear from you I will advise BJP clients to answer that there has been no progress because there has been no dialogue between the parties in respect to the current position and that any meaningful progress appears extremely remote and that little or no progress will be made in our negotiations with WPD due to the reluctance on the part of WPD to enter into transparent and meaningful negotiations with landowners represented by BJP.

In addition:-

- BJP are concerned that the techniques adopted by WPD will cause BJP retained clients to suffer significant diminution in Market Value of the retained property as a result of the proposed scheme and failure by WPD to agree the principles on which the CPO procedure will be based including the recognised heads of terms to be discussed which include injurious affection and land losses/restoration
- BJP are concerned that the techniques and processes adopted by WPD are designed to avoid open and transparent negotiations between the parties.
- BJP are concerned that the techniques adopted by WPD are an overt attempt to rely on the Inspector to rubber stamp the scheme with no requirement for WPD to adhere to the principles of structured dialogue and compensation negotiations as set out in accordance to CPO procedure and recognised heads of terms set out in legislation; so resulting in landowners being worse off as a result of the CPO procedure and disenfranchised as a result of the CPO procedure.
- There are a significant number of questions that BJP clients would like answers to in respect to the CPO procedure which remain unanswered.

In respect to the CPO procedure please peruse the text noted below.

A. Clients Concerns & Objections

- The majority of BJP landowner clients have confirmed their properties sit in close proximity to the preferred route and have confirmed that their properties will be subject to depreciation in Market Value on the basis of a before and after assessment of the property's Market Value, subject to the construction of the 132KW overhead transmission line in respect to the Brechfa Wind Farm Development.
- All BJP clients are very concerned there has been no negotiation between BJP and WPD in respect to compensation payments including claims for injurious affection in respect to the scheme in its current guise.
- BJP are concerned that land owners interests are being disenfranchised.
- WPD have been very selective about meeting times refusing to come to landowners meetings organised on two separate dates, refusing to meet after 7.00pm most week evenings and seemingly not wishing to conduct meetings on Friday afternoons after 2.00pm. The majority of BJP clients have day time jobs and cannot take time off work and would prefer weekend or evening meetings. We do not believe that this is an unreasonable request from landowners.
- WPD have not stated whether they will pay landowners for their time based on reasonable disturbance.

B. BJP Concerns & Objections

- The overhead line as planned by WPD will have significant injurious affection on our clients retained property. WPD have failed to negotiate with BJP in respect to land interest acquisition and the procedure adopted by WPD is not commensurate with guidance statements issued by DECC. The process recommended by the DECC has not been reflected in the compensation schedule proposed by WPD. In most cases the use of compulsory powers

to install a new electric line requires the acquiring authority/electricity companies to try to negotiate a voluntary wayleave or an easement with landowners and/or occupiers of land before invoking more formal processes. This has not occurred and WPD have not abided to the guidance as proposed in their own documentation.

- Freedom Group state that their surveyors have experience negotiating injurious affection claims on behalf of their electricity distribution (DNO) clients, including existing apparatus and as part of the overall compensation package for NSIP schemes but there has been no negotiation between Freedom acting on behalf of WPD and BJP in respect to injurious affection claims.
- BJP have dealt with three Wayleave Officers but we have no knowledge of their professional qualifications or experience in dealing with land compensation and valuation matters under CPO procedure. Can the Inspector confirm the qualifications of the individuals employed by WPD and their experiences in dealing with land compensation including injurious affection matters?
- WPD have refused to discuss payments for injurious affection. The HoTs we have managed to obtain from a third party landowner not represented by BJP on Monday evening the 2nd November 2015 makes reference to Incentive/Easement payments but there is no reference in the documentation to injurious affection. What is the reason why reference to injurious affection has intentionally been excluded from the HoTs? We believe that any reference to injurious affection should be included in the HoTs. We believe if a Landowner signs the *Key Terms Sheet - Overhead Electricity Line Agreement for Grant and Easement* that there property interests may be disenfranchised.
- WPD 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 do not follow the same procedure that WPD have stated they would adhere to in their *Guide to payments for landowners*.
- BJP were only aware of the HoTs and *Key Terms Sheet - Overhead Electricity Line Agreement for Grant and Easement* late on Monday evening the 2nd November 2015 and we were only fortunate to see these by kindly being shown the documentation from a third party landowner not represented by BJP . The HoTs make reference to Incentive/Easement payments but there is no reference in the signed HoTs to injurious affection which have been annexed to a separate document. What is the reason why reference to injurious affection has intentionally been excluded from the HoTs? We believe that any reference to injurious affection should be included in the HoTs. We believe if a Landowner signs the *HoTs* that there property interests may be disenfranchised.
- WPD 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 do not follow the same procedure that WPD have stated they would adhere to in their *Guide to payments for landowners*.
- WPD have failed to explain the payment schedule in the event that no agreement has been reached between the Landowner and WPD the Acquiring Authority? Landowners represented by BJP have requested an explanation from WPD what is the situation in the event that landowners do not sign grant and easement within the prescribed time scales [not yet known or explained by WPD] and whether all payments for apparatus will be withdrawn thus effectively forcing the Landowners to apply to Lands Tribunal?

- WPD have not provided any time guidelines in respect to the prescribed time scales for the Agreement for Grant and Easement.
- WPD have provided BJP with unrealistic and unworkable timescales to organise 24 landowner meetings. Please note the trail of correspondence attached Appendix A. WPD will try to suggest that BJP and their clients have been unreasonable or obstructive but this is not the case and we have already asked that landowners and BJP be paid for their reasonable time to meet to discuss the HoTs. The first request to organise meetings within a week with no understanding what the meeting were about was unreasonable. We attempted to accommodate the schedule proposed by WPD the second time around but did not fully understand what the meetings were about as we were not given a copy of a generic HoTs before the meetings and our suggested times and in the evening did not accord to the sensitives of WPD representatives.
- BJP proposed meeting to take place at weekends running forward from mid-September subject to client agreement or evening appointments starting from 7.00PM onwards or in the alternative BJP provided the second week of November to block book the whole week for WPD to arrange landowner meetings. WPD have not responded.
- BJP invited WPD to a landowners meeting on the 2nd November at Carmarthen Livestock Centre to discuss generic terms in respect to the proposed development. WPD declined the invitation.
- BJP were only provided with an electronic copy of the HoTs and *Key Terms Sheet - Overhead Electricity Line Agreement for Grant and Easement* late on the 6th November 2015 at 16:11 after repeated attempts to have generic copy of the HoTs and *Key Terms Sheet - Overhead Electricity Line Agreement for Grant and Easement* on numerous occasions at at least before landowner meetings so that legal advice could be obtained before landowner meetings.
- BJP would confirm that the unacceptable late delivery of the HoTs and *Key Terms Sheet - Overhead Electricity Line Agreement for Grant and Easement* has left his clients disenfranchised
- In an meeting held at St Peters Hall in Carmarthen solicitors acting for WPD threatened BJP that unless Early entry agreements were conclude to the satisfaction of WPD all payments would be withdrawn and that WPD would not be considering claims for injurious affection as wooden poles would not attract payments for injurious affection. We disagreed a request was made for a generic copy of the HoTs which we eventually received on the 6th November 2015 at 16:11 leaving it too late for us to consider the HoTs and *Key Terms Sheet - Overhead Electricity Line Agreement for Grant and Easement* and relaying our thoughts before the deadline imposed on landowners by the procedure.
- BJP on behalf of their clients have requested an explanation whether any payment or all payments suggested by WPD in their schedule of payments will be withdrawn in the event landowners refuse early entry following the meeting at St Peters Hall in Carmarthen. No explanation has been forthcoming from WPD. My understanding of the procedure to be adopted by WPD unless clarified by WPD is that if landowners refuse early entry, all payments proposed by WPD will be withdrawn and landowners will need to apply to Lands Tribunal for any form of compensation? It is important that WPD clears up its literature on compensation procedure regarding landowner's losses.

- BJP and their clients would appreciate an explanation in respect to the procedure WPD will adopt in respect to injurious affection in accordance to the contradictory literature issued by WPD as fully explained above.
- WPD have still not stated whether they are prepared to 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.

A. Conclusions

The proposed scheme causes significant diminution in Market value to the properties and landowners referred to above.

There has been no discussion between the parties to discuss landowners overall losses including injurious affection and/or land reinstatement and disturbance payments in accordance to the advice from DECC.

The current situation with BJP having no meaningful dialogue with WPD has caused BJP clients to be seriously disenfranchisement. BJP received a generic copy of the HoTs and *Key Terms Sheet - Overhead Electricity Line Agreement for Grant and Easement* late on the 6th November 2015 at 16:11 after repeated attempts to have generic copy of the HoTs and *Key Terms Sheet - Overhead Electricity Line Agreement for Grant and Easement* and we have been unable to discuss the landowners requirements in respect to a letter of objection due to time constraints which has prejudiced BJP clients statutory rights and caused client disenfranchisement.

BJP are concerned that the techniques adopted by WPD will cause BJP retained clients to suffer significant diminution in Market Value of the retained property and the process adopted by WPD appears to be designed to avoid open and transparent negotiations between the parties and an overt reliance on the Inspector to rubber stamp the scheme with no requirement for WPD to adhere to the principles of compensation as set out in accordance to CPO procedure and recognised heads of terms set out in legislation.

We are experienced Chartered Surveyors and have in the past 25 years we have been involved in CPO procedure in respect to land acquisition requirements to facilitate the Carmarthen Eastern Bypass and the A485 Road Realignment and St Clears to Red Roses bypass. In respect to these dealings we have dealt with experienced Chartered Surveyors employed by the Acquiring Authority and have in the part entered into transparent and rational negotiations to facilitate these developments whilst at the same time ensuring the land owners interests are safeguarded in accordance to the current CPO legislation. Such dialogue has been completely lacking with WPD and we are not aware that 'Wayleave Officers' are suitably qualified to deal with valuation matters.

In addition, by procedurally failing to agree times and dates for negotiations and by only agreeing to the payment of professional fees on a conditional basis, when signature of Deeds of Easement / Grant are attained that disallows objective professional representation, we again respectfully opinion that Western Power Distribution and its representatives are acting ultra vires, are Wednesbury unreasonable and in not allowing landowners to have the right to be heard in a negotiation prior to the commencement of compulsion proceedings in breach of natural justice.

We ask already requested that the Inspector delays the process or seriously consider abandoning the whole process in accordance to our concerns in the way WPD have conducted themselves in the process to date causing land owner disenfranchisement.

This is particularly so in respect to WPD asking BJP Clients to answer question CA18 which they cannot do as there my clients and BJP are still waiting for the addressed HoTs to be sent to individual landowners.

Please acknowledge safe receipt of this letter.

Regards

IAR Jones
BSc MRICS FAAV