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Company Secretary

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Please Reply To: **Carmarthen Office**

SUMMARY TEXT

9th November 2015

The Planning Inspectorate
National Infrastructure Directorate
Temple Quay House
Bristol
BS1 6PN

Notice of Landowners Objection to Brechfa Forest Connection Project

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

1. Mr and Mrs B Patten, [REDACTED]
2. Messrs Evans, [REDACTED]
3. Mrs DA Davies, [REDACTED]
4. Mrs F Morris and Messrs [REDACTED]
5. Mr & Mrs H V & KI Miles, [REDACTED]
6. Mr and Mrs LET Birch, [REDACTED]
7. Mr W & O Bowen, [REDACTED]
8. DJP Davies & Sons, [REDACTED]
9. Mr and Mrs R Eagle, [REDACTED]
10. Mr CO Evans, [REDACTED]
11. Mr and Mrs RHW & BL Howells, Pentremawr, [REDACTED]

12. Mr and Mrs RC & PD Jones, [REDACTED]
13. Messrs DA & WG Jones, [REDACTED]
14. Mr P Morris, Beulah Fawr, [REDACTED]
15. Messrs DA, AJ & Mr MP Reed, [REDACTED]
16. Mr and Mrs HD & SM Walters, N [REDACTED] [REDACTED] [REDACTED]
17. Mr and Mrs RDH & M Bowen, [REDACTED]
18. Mr DJB Thomas, Gwillionen, [REDACTED]
19. Mr Alun Thomas, [REDACTED]
20. DJP Davies & Sons, [REDACTED]
21. Mr GA Dufty, Bryn Farm, [REDACTED]
22. James Awelfryn Peniel C, [REDACTED]
23. Mr B & Mrs Y Kilkelly, [REDACTED]
24. Mr & Mrs Davies [REDACTED]

A. Clients Concerns & Objections

- The majority of BJP landowner clients affected by the proposals referenced above have confirmed their continuing objection to the scheme in respect to the current proposals
- The majority of BJP landowner clients have confirmed that they have no objection to the line being installed underground but the majority of BJP landowner clients have a continuing and ongoing objection to the line being constructed over ground in accordance to the outlined proposals.
- 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.
- A number of BJP clients have requested route amendment. This has generally been ignored by WPD with little or no consultation. Many landowners have received no or little feedback from WPD regarding alternative routing.
- Some BJP clients have been subject to modified apparatus on their land without appropriate consultation.
- 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.

- WPD have not stated whether they will pay landowners for their time based on reasonable disturbance.
- WPD have failed to pay landowners affected by the scheme compensation in respect to their own literature in respect to 'surreys' to include topographical and ecological surveys. There has never been an explanation in respect what is meant by 'walkovers' which has caused confusion and the majority of literature in respect to access requirements state that they are required for topographical or ecological surveys.
- WPD have not stated whether they will pay landowners for their time based on reasonable disturbance and WPD are not prepared to meet in the evening when most people finish work.
- Landowners have confirmed that there have been many instances when surveying appointments have been made and the surveyors employed by WPD have failed to show up with no explanation or apology given and in only one case has an ex gratia payment been made to compensate the landowner.

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.
- 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.
- 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 their 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 HoT's that their 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 sensitivities 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 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 a meeting held at St Peters Hall in Carmarthen on the 29th July 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 and 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.

We ask the Inspector to delay 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.

Appendix A and B are integral to the objection process and set out the frustration of BJP and Landowners when dealing with WPD and their paid representatives and concerns in the way WPD have conducted themselves in this process.

Please acknowledge safe receipt of this letter.

Yours sincerely

I A R JONES
BSc MRICS FAAV