



24th November 2015

Ms Katherine King
Examining Authority
The Planning Inspectorate
3/18 Eagle Wing
Temple Quay House
2 The Square
Bristol
BS1 6PN

Dear Ms King

Re: - Application by Western Power Distribution (South Wales) / The Brechfa Forest Connection
Ref: BFC-AFP033

I would like to register my request to attend and speak at the Compulsory Acquisition Hearing in respect to the Brechfa Forest Connection Project.

I would like to make a statement why I don't think compulsory acquisition for the proposed route of the connection over our land should be granted. To date, Western Power Distribution (WPD) has not made any attempt to enter into any reasonable negotiation to reach any agreement. I would confirm that our Land Agent has provided previous supporting documentation validating this statement.

I apologise that I am not familiar with the protocol for this examination procedure. I trust that if I am in any way stray from the appropriate procedure that the Inspector will guide me as I have no wish to bring the procedure into dispute.

I would further confirm that I am concerned that our Land Agent has made very little progress with regard to negotiating an agreement to the Heads of Terms which in addition to pole payment, must include reference and negotiation of injurious affection in addition to the protocol to be adopted for access to our retained property including appropriate method statements and confirmation for disturbance payments and Heads of Terms for claims in respect to damage and loss payments and full confirmation that Agents fees will be paid at a commencement rate to provide us with the appropriate advice throughout the procedure.

I will read the following: -

I have not had the opportunity of meeting WPD Freedom to negotiate Heads of Terms in accordance to the key terms sheet provided to myself and my Land Agent on the 12th November 2015 which was in any case, after the date when our Land Agent was able to provide an appropriate objection on our behalf in respect to the scheme.

Our Land Agent has bought up significant points which need to be addressed before we are able to consider negotiating the Heads of Terms noted in the letter received on the 12th November 2015. Our Land Agent made it clear that we required a response to these points to enable us to enter into any formal agreement with WPD. We would confirm to date that we have not received any communication from WPD on these points and therefore we are concerned that we are unable to sign Heads of Terms without these procedural points being addressed and clarified by WPD which include provisions for land compensation. In addition, the proposed location of the poles are different to that which had been discussed and illustrated on previous documentation we were provided with by WPD. The poles were all single poles which we did not object to but we would confirm that the poles are now different and comprise twin H poles. These will have more significant impact on the value of our property in accordance to the before and after value, which we understand from our Land Agent is known as injurious affection. We requested a site visit where the exact position where the poles would be located and agreed with us and marked out so we were able to take a full visual record of the location for future reference.

We would request that without our consultation that the poles be moved back to their original position and the H poles noted be swapped with the original single poles as outlined in the stage 2 consultation document. When we first met WPD, there was no indication within the project team or the site engineers that there would be any problem re-locating poles close to the hedges without recourse to H poles. We now have the worst of both worlds. The location is not as we requested and there is now a predominant use to H poles which will cause visual intrusion to our property. We would like to be provided with calculations of the final height of the proposed twin poles in relation to the original use of single poles in context with the original location as opposed to the new proposed locations.

As identified by our Land Agent, our property will be de-valued by the construction of the 132kv power line over our retained land. Our Land Agent has already requested on numerous occasions that WPD commence negotiations regarding the value of compensation to be considered in respect to the devaluation of our property in accordance to the injurious affection influence and to there being an agreement in principle in place prior to the signature of the Heads of Terms.

The Heads of Terms need to be modified to include reference to injurious compensation, disturbance and land loss. In respect to our property, to assist us in determining the impact of the scheme on our retained property, we would be grateful for a copy of the residential visual amenity impact assessment of our property to be forwarded to our Land Agent who will be conducting the claim for injurious affection on our behalf. We are not aware that this has been forwarded to our Land Agent and there has been no negotiation entered into so far between us and our Land Agent. We would again refer you to our Land Agent's objection letter on our behalf which clearly sets out the principals required for WPD to enter into negotiation in accordance to the legislation otherwise they are considered to be in breach of our human rights and causing our disenfranchisement.

During the construction process, we would be grateful for a method statement to confirm the construction method and to confirm that we are eligible for land compensation claims for land damage and that our Land Agent will be paid to represent us based on a new and separate negotiation.

We are now in receipt of the draft Heads of Terms which we believe will however need modification to the agreement as the agreement set out does not accord to the

landowners pack in respect to injurious affection and so firstly the Heads of Terms will need to be modified to incorporate our Land Agent's recommendations. We would also need full disclosure in respect to our Land Agent's questions which WPD/Freedom has yet to answer. We understand that our Land Agent has passed all of this correspondence onto the Inspector.

We believe that this letter fairly sets out our current position and status in respect to the process. We would kindly request that you review and update your Heads of Terms documentation to reflect our required negotiating position and I trust that in accordance to the revised documentation, the appropriate procedural process to conclude the acquisition of our retained land that our Land Agent will be able to reach a satisfactory agreement and enable us to return and provide signature in respect to appropriate Heads of Terms.

We look forward to hearing from you in due course.

Yours sincerely

R H & BL Howells