

The Planning Inspectorate, Mr M Broderick.

Llwyn Wallter,

FAO Mrs Katherine King,

3/18 Eagle Wing,

Temple Quay House,

2 The Square,

Bristol

BS1 6PN

Our ref: BFC-AFP113

Re: Brechfa Forest Connection EN020016

15/12/2015

Dear Mrs King,

We have been advised not to sign the Heads of Terms by our Land Agent Mr Iwan Jones of BJP. We have discussed the Heads of Terms with Mr Jones and are very concerned with some of the literature contained in the existing HOTS and we believe the terms to be very unfair, therefore we are not prepared to sign this document and we agree with the proposals in the e mail that we believe Mr Jones has sent you regarding the HOTS.

1. We are concerned that the HOTS currently affect the whole of our property rather than just a roadway through our property for access which is all that Western Power need. The surface of the area they need to pass over is unsuitable for heavy traffic and no mention is made that they will repair the area when they leave or that they will pay for us to arrange the repair. I made it quite clear both in writing and at the consultation meetings that they would need to ensure that the surface would need to be repaired or renewed before they left if they needed access through. This is because we have an obligation to keep a right of way open for two of our neighbours who pass through.
2. We are extremely unhappy at the, in our opinion, excessive restrictions that under the current terms will be placed on our property and also on my late Father's property at Tir Y Wennol which will also be affected, eg. Not to submit a planning application, plant trees or create any new interests affecting the property. Obviously we have plans for the future as this is our home and my son and his family also live here at Tir Y Wennol. Why should Western Power's need for access prevent us doing as we wish providing they still have access? If we wished to move house and sell the property at any stage in the future no one would purchase a property with those restrictions on it.
3. We feel that Western Power's plan to encase their poles in a concrete sleeve to protect our springwater supply is inadequate. We understand that they have moved some of the poles that were near our water, but they have not informed us where the poles have moved to. We strongly suspect that they may now be within the area that our water comes from. If this is so the spring is likely to move if a pole is put within that area. Also the concrete sleeve they plan to use may protect the ground from pollution, but it will not prevent any rain that falls on the pole from running down and polluting the ground surface around until it drains

into our water supply. There has been no suggestion that Western Power will pay for a new supply to be found if this occurs, or even that they will pay to have the water regularly tested to ensure that the supply is monitored and any pollution detected. We do not have the means to pay for this ourselves and we supply two other households with water as well as water for animals and our neighbour's market garden, so it is not just our own supply that is at risk. We do not have an alternative supply and there is inadequate pressure for mains water to reach us.

4. We have no doubt that if we accepted the current HOTs our property and Tir Y Wennol would be considerably devalued and as yet we have seen no mention by Western Power of 'injurious affection', therefore we would like this to be considered. Currently we have been offered £250 which we consider to be inadequate to compensate us for the considerable disadvantages to us listed above and also that there appears currently to be no end date for Western Power's requirements.

With regards,

Pauline Medland (Mrs)