

Mr G.A. Duffy,
[REDACTED]
[REDACTED]
[REDACTED]

08 December 2015

Dear Sir/Madam,

In concern to Western Power Distributions' (WPD) Brecha Forest Connection, I wish to raise my issues with certain points from the Heads of Terms which we received on the 13th November 2015.

Beginning statement 4, we would prefer to receive the total payment for easement as soon as the exchange of the agreement has happened, including the injurious affection which shall be dealt with before the signing of the agreement.

Statement 5 deals with the incentive payments, of which if WPD had taken the time to visit the individual landowners about their involvement with the scheme then there may have been more uptake to sign the agreements early.

Regarding statement 6, we are unable to enter into a binding contract when the word 'anticipated' is used as this does not give any clear indication on what equipment WPD are going to use. Should any changes occur to the final plan after the agreement has been signed, then there will need to be renegotiations between myself and WPD regarding further easements payments.

From the wording in statement 8, I strongly object to WPD having the right to dictate what can be done on my land that is not within the easement strip, this will affect the day-to-day running of my business. I also believe that I should not lose my right to object over the Development Consent Order as I believe that this means that WPD will be able to change anything once I have signed the agreement.

In statement 11a, it is stated that WPD will have the right to alter the electric lines and ancillary apparatus within the easement strip, I am concerned that in the future the poles may be moved anywhere within the easement strip or replaced with metal pylons.

From statement 11b, I do not agree that WPD have the right to take access over and use ANY land adjoining the easement strip, there will be agreed rights of way to the easement strip and these need to be adhered to.

I believe that £1000 is not a sufficient amount for the payment of my solicitor, WPD must pay the solicitors fees in full, WPD wanted the power line so they must pay for it.

Since we did not receive the Heads of Terms until the 13th November 2015 we did not have enough time to correspond our objections to the Inspectorate before the open meetings.

Yours Sincerely,

Alan Duffy and Family