

From: dawn [REDACTED]
Sent: 28 January 2016 23:08
To: Brechfa Connection
Cc: dawn reed
Subject: Hearings 10 & 11 Feb 16 letter from EN020016 REED for Inspector

Dear Mr Broderick,
Please find attached 2 letters which relate to your reference BFC-AFP031, Our reference EN020016, Property of the Reed family at [REDACTED].
Both letters need to be referred to together, one having been sent for the hearing in December 2015 and the second which refers to first letter, for the new hearing in February.
Thank you
Dawn Reed

Sent from [Mail](#) for Windows 10

M.P, A.J and D.S REED



Concerns and Reasons why unable to sign Head of Terms Document

Dear Mr. Broderick,

I have attached the letter which I submitted for the December 2015 hearing for 'ease of reference' as this goes 'hand in hand' with the below :-

After submitting our letter to you at the 2nd stage hearing in December 2015 I would like to further add the following as we have not received any communications or feedback from Western Power, Freedom or Bruton Knowles about the issues in that meeting and our individual points which were put in our objection letter, which I understand was attached to your website.

We still feel that we cannot sign the HoT's document as it stands as nothing has been changed on it and we still have an incomplete document with areas that are not clear and are confusing.

Our concerns are still the same as recorded in the attached submitted letter but we would like to highlight these very important issues.

As regards to the *Appendix 1 change request schedule* – No. 42 Pole 116 linked to CR82 and 89 (see attached letter the heading number 1 dated 10/12/15 notification). We still have not had any feedback or clarification on this and still do not understand what it means and feel very disappointed in Western Power for not coming back to us on this point. It reads that the pole has been requested to be changed by Mr. Evans so we are totally confused as to the number of the pole and what it is being changed for and what is going to be in exchange for this and is this in fact our pole? We don't think this is unreasonable in asking these questions and having this important issued clarified. Until we know these details the HoT's document cannot be completed with accurate information to be signed.

Under the 3rd heading on the attached letter, *Head of Terms revised request* – please see the below points which are vital to be addressed as well as the ones recorded in the attached letter

- The poles have still not be identified precisely or whether or not they have stays or the accurate ID number of the pole and their exact position.
- The grant of easement is too wide and should only be for access strip not the whole of the property. We feel that the present HoT's is allowing WPD to have a say in what you do to your property and land which is not in the access route or easement strip. This we feel is unreasonable.

- In point 8 of the HoT's – access over/use and land adjoining easement strip to be amended or taken out and to take access over the landowners property to any adjoining land – to be deleted.
- The Grantor's Easement Payment on the HoT's document has been left blank, this therefore needs to be completed before any signatures can be done.

And finally in reference to the 2nd heading in my attached letter with regards to *Land Owned by Us* –

We have replied to the letter that WPD sent to us regarding the unknown owner of the entrance to our property and have not heard back or had any correspondence or feedback to this letter.

We respectfully submit this letter for your attention.

DAWN REED

MAURICE REED

AUDREY REED

(due to this being submitted electronically we are unable to sign it but a signed copy can be sent by post on request, if needed)



Objections to stage three in the procedure

Dear Mr Broderick,

Please find below our objections and concerns to be taken into consideration regarding stage three which will be under 3 main headings:

1. Changes proposed in Appendix 1 change request schedule
2. Land owned by us
3. Head of Terms revised request

APPENDIX 1 CHANGE REQUEST SCHEDULE – Notified to landowners on THURSDAY 10TH DECEMBER 2015

- This document under change no. 42 relates to POLE 116 linked to CR82 & 89
- We do not understand what this explanation means and are very confused by the terminology and the wording of this change
- Have not had any previous correspondence or acknowledgment from WPD/FREEDOM/BRUTON KNOWLES relating to these changes
- On the heads of terms document which was sent to us it states that our POLE is no. 116
- On the site visit of 01/12/2015 I was informed that the pole was 117 which I queried and was then told (by the man with the maps) that it was 116. He was very unsure and appeared confused himself but agreed the pole was in fact 116
- Under the change no. 42 Mr Evans (who I believe this to be Mr Evans from Pentre Bach) from the neighbouring farm has requested this change (why is he requesting change to something that is not on his land?)
- Been told by a few other land owners at the land owners' meetings that their pole numbers have appeared to be changed and are just as confused to ourselves as to what the pole numbers are
- We have not been notified by the applicants that the pole number has been changed so we are therefore assuming that it is 116
- Told at site meeting 01/12/15 that trees would not be felled but in change 42 it appears now that trees may have to be felled, again no notification from the applicant about this

To summarise the above bullet points

We are totally confused as to what the change means, have had no communication or engagement from the applicants or their appointed agents and are unclear as to which number pole we are having and the location of it.

Land owned by us whereby applicants stating owner not known

- On Friday 11th December 2015 received a letter in post from Western Power stating that part of our land is marked up by them as unknown owner
- Why has this been left so late in the procedure to be looked into?
- The land it relates to is the entrance to our drive and home
- It is recorded in the Land Registry back in 2003 as being part of our land and we have a right of way to our property
- This came about due to the A485, which runs parallel to our property, being widened in 2003 and a new entrance had to be created for safety reasons. This was recorded by the Council etc.
- Why hasn't the applicant looked into this at the beginning of the procedure and not contacted or engaged with us or the Council before this late stage to find this out
- Having received this letter myself and elderly parents have been extremely stressed and worried thinking that our driveway could be compulsory purchased
- No consideration given by the applicants as to the distress this has caused
- We maintain this driveway and the boundary hedges, as did the previous owner pre 2009

HEADS OF TERMS request to be revised

1. LAYOUT OF DOCUMENT – The layout of the HoT's document is not conforming to legal layout which needs to be as follows:-
 - Each page to be numbered
 - Each numbered page to have a signature from landowners and signed by WPD, the applicant and dated
 - The map attached needs to be part of the document and referred to Appendix (no. 1 ?) and paged numbered with a signature space for landowner and applicant to sign as mentioned above and also dated
 - The declaration at the end of the document should be a numbered page as well, and part of the HoT's document not stating 'as above' but as words to the effect ' I sign this document of (listed amount) pages'
 - No blank areas at the bottom of any of the pages, should be a continuous document in order that nothing can be added in, or amended, after signature
 - Two copies identical, one for the land owner and one for the applicant
2. MAP AMENDMENTS
 - As stated above in bullet point three, i.e. appendix reference for map
 - Should not include the rest of the land/house etc. only the easement strip and defined rights of access
 - Map and document (Hot) need to state how much land is being taken up
 - Calculation for the construction to be listed in metres and detailed in a numbered paragraph and on the map

- Actual location is not precise for the location of the poles and needs to be shown on the map as a distance from a fixed point for example, a gate could be called 'A' and the fence alongside the poles called 'B', the twin poles called C and D and measured in metres from each fixed point to give an exact location
 - Width of distance between each post listed in measured metres
 - The area width shaded to be shown in metres
 - Post location in that section to be shown precise
3. STAY POSITIONS
- Specify whether there are stays on the poles and where the stays will be positioned and show it on the map and confirmed, as above i.e. by measurement in metres of the stays' span (on existing HoT's does not specify this but we believe that double poles need stays?)
4. POLE NUMBER
- Pole number to be stated in document and shown on map (as this is not clear as to whether it is 116 or 117 also not clear in appendix 1change request schedule document)
5. TYPE OF POLE
- Clarification as to a single or double pole (as this I believe has been increased to a double pole not a single pole as originally seen and stated). This has not been explained why it is being changed.
6. ADDED PARAGRAPH
- A paragraph added stating on the document to say the poles will not be increased to extra poles under this agreement
7. ROUTE OF ACCESS/RISK ASSESSMENT
- I have changed the route under a risk assessment and sent it in (not acknowledged by WPD) due to active bee hives (Plan sent in can be resent if needed). This is important due to some peoples reaction to a bee sting
 - The route will need a metal gate 12 foot long with mesh on the bottom to be replaced from a small foot path gate and the entrance extended to fit the 12 foot gate, this to be supplied and fitted and paid for, including posts by WPD
 - New amended route to be included as an appendix and route shown in the written section of the HoT as well as on the map
8. CERTIFICATE OF INSURANCE
- This has not been produced as requested and needs to be seen before signing
9. DAMAGE/CONDITIONS
- All fields to be returned to the same condition prior to erection and construction of poles and access. For example, if grass destroyed then reseeded at applicant's expense and any damage to be repaired at applicant's expense in a reasonable time due to farm stock on land. Also any compensation due to any animals straying due to negligence due to the location being close and parallel to a main A road
10. NOTICE GIVEN

- Notice to be given in plenty of time of each and every visit and consideration given to time of year so as not to disturb livestock during lambing for example sheep aborting from disturbance

11. STAY POSITIONS

- Due to stay's position this will incur spraying /strimming costs to maintain area under poles as the tractor/topper will not have safe access under stays – this is to be included in the compensation to be taken into account

12. REVISE THE HoT's

- The HoT's document to be revised based on the fields being used as arable and grazing. Fields are used as silage and have been ploughed in the past (This is not included in our HoT's document neither is the Easement/pole payments included in this as yet only the incentive payment is shown)

13. PARAGRAPH 6 TO BE TAKEN OUT

- Paragraph 6 to be taken out as it is not clear and it states that equipment could change and if signed the easement can be decreased. Not prepared to sign stating payment could be reduced by 50% it therefore needs re drafting to fixed poles

14. PARAGRAPH 8 TO BE TAKEN OUT

- Paragraph 8 needs to be taken as it takes out the rights to object once signed especially how it would relate to paragraph 6

15. PARAGRAPH 11 subsection b

- Paragraph 11 (b) - The easement strip is not defined and needs to be defined precisely

16. PARAGRAPH 13

- Paragraph 13 to be taken out as it conflicts with landowners pack re payment instalments i.e. in order sign the 100% payments it needs to be known before agreement/signatures otherwise how do you know what 50% is??

17. PAYMENT AGREEMENT

- HoT's not to be signed until full payment agreed, either paid up on signing or put in writing an agreed amount to be received before a cut-off date which would be pre agreed

18. SOLICITORS

- Reasonable agreed fee with retainer solicitor and not capped

19. SURVEY PAYMENTS

- On signing, inclusion needed to be added as to the survey payments which to date have not been paid with a reasonable time to be settled

20. INJURIOUS AFFECTION

- Please note the IA is not in our HoT's and needs to be included in the document.

21. TREES FELLED

- To be included confirmation of no trees being felled and if they are then the value of an approximate existing 70 year old Ash Tree to be valued or any other affected trees. Felled trees to be cut and removed to an arranged nearby location

22. ANCILLARY EQUIPMENT

- Ancillary equipment needs to be precise and defined. Any changes in equipment need to be 'like for like'.

We have discussed with our Land Agent, Mr Iwan Jones the contents of the HoT's together with the land owners.

Based on the existing HoT's we are not prepared to sign this document until it has been redrafted with the above concerns and the concerns detailed in Mr Jones letter re HoT's.

We respectfully ask that the above points be looked into and consideration be given to address our concerns and objections.

Sent with thanks.

Yours sincerely

Maurice Patrick Reed

Audrey Joyce Reed

Dawn Suzanne Reed