

The Planning Inspectorate, Mr M Broderick.
FAO Mrs Catherine King,
3/18 Eagle Wing
Temple Quay House
2 The Square
Bristol
BS1 6PN

31st January 2016 2015

Our ref BFC-AFP148/BFC and AFP015

Re: Brechfa Forest Connection EN020016

Dear Mr Broderick,

Further to your second round of questions and the upcoming meetings about Compulsory Acquisition on the 10th February 2016 and the Issue Specific Hearing with regards to the Development Consent Order on the 11th February 2016 we would like to consider our following concerns.

On the 12th January 2016 we had our Heads of Terms meeting with Mr Paul Clough and a colleague from Freedom, representing WPD, our landagent Mr F. Chester Master from Built Wells and Iwan Jones of BJP Carmarthen.

Mr Clough listened and agreed to some of the issues we had with the Heads of Terms and informed us that he would report our concerns to WPD. We, neither our landagents, have received any correspondence from them since, to take the negotiations of these Heads of Terms forward.

We would like to refer at this point to the minutes of a meeting that was held by Landowners on the 21st January 2016 to express the concerns that are generated by the revised Heads of Terms and that have been send to you together with an example of the revised Head of Terms.

The basic issues that we are extremely concerned about are:

Backstop date

Our Landagent Mr Iwan Jones made us aware that in correspondence between Bruton Knowles and him, the backstop date has changed from 2019 to 2022. This means that WPD will have a hold on our complete property for 7 years. We will not be able to do any work on our property as a whole without asking permission from WPD. This is completely unacceptable for us. We should be able to go about our daily work as farmers and our daily live as citizens as how we see fit and plant or build on our property within the regulations for building etc. We should not be restricted by WPD for such a long time of 7 years. We can accept 2 years based on the revised HoTs. If the HoTs are signed the landowners interests in their own property are frozen for the duration of the agreement.

Easement strip and easement area

In the current HoTs WPD will want access to the whole of the farm in order to build their construction. The distinction between Easement area and Easement strip is very unclear. The grant of Easement should be kept to a minimum, i.e. only the area that WPD needs to carry out the construction. We are aware that this includes access routes to the Easement strip, but should not include access to “any” land over our farm as is mentioned in point 11 b of the HoTs.

Any areas outside the Easement Strip should not be included in the HoTs. The HoTs should be modified to reflect these reasonable requests and the plan attached to the HoTs needs to be redrafted with the appropriate access corridors highlighted.

It is very necessary that we have defined drawings of plans with GPS indication of the poles. Placement of the poles can then be pinpointed as the exact location of them has not been reliable to date. We also would like WPD to walk the land with us and explain a number of questions we have. This has not taken place yet.

Point 7 of HoTs

WPD would like us to sign the HoTs and given them Power of Attorney over themselves. This seems outrageous to us and should be taken out of the HoTs.

Point 8 of HoTs

This point needs to be completely taken out of the conditions as we as landowners will not sign a document that silences us. WPD cannot state that “we are not to submit a planning application or do anything which may interfere with the rights to be granted to WPD under the Easement, not to grow trees or plant or alter the Easement area and not to create new interests affecting the land owners property without first seeking the consent of the grantor”. We have no objection to WPD using the Easement strip for construction but we will not agree to the fact that we cannot put in objection to this construction during the planning application.

Injurious affection

There is still the subject of injurious affection that WPD does not appear to be willing to talk about. This is one of the major points of our concerns as the value of our farm will drop when this construction of the poles has taken place. WPD should at least be willing to explain to us how they will approach this subject and satisfy any concerns. There does not seem to be any willingness to discuss the subject.

Monitoring

There is still no clear answer to the question of monitoring the works of construction once when all the documents are signed. Who will monitor the progress of the works, who can be approached if there is a dispute about the construction and who will make sure that the contractors will carry out the construction according to the contract? Where, as landowners, can we go if things go wrong?

Please could you consider the above mentioned point as they are the major reasons why the HoTs are not signed yet. No communication with us is happening from WPD or their landagents and we feel we cannot move forward without communication.

Thank you for your time and attention to this letter.

Yours sincerely,
Bryan and Yoka Kilkelly

