

BJP Residential Ltd.

Chartered Surveyors, Estate Agents, Auctioneers & Valuers

104 Lammas Street, Carmarthen. SA31 3AP Tel: 01267 236363 Fax 01267 236344
Email: carmarthen@bjpco.com Website: www.bjpco.com

Registered Head Office: 104 Lammas Street, Carmarthen SA31 3AP. Registered in England NO. 6783306

I A R Jones BSc M.R.I.C.S., F.A.A.V
J W Morgan
J E Davies M.R.I.C.S.

Consultant: **E A R Jones** FRICS FAAV
Our Ref:

Company Secretary
JW Morgan

Please Reply To: **Carmarthen Office**

29th March 2016

The Planning Inspectorate
3/18 Eagle Wing
Temple Quay House
2 The Square
Bristol
BS1 6PN

Dear Kathryn

Brechfa Forest Connection (EN020016)
Application By WPD For A Development Consent Order

Updated Land Owner Engagement Table Between WPD/BK & BJP Representing 27 Landowners of which 26 Occupy Freehold with Vacant Possession and One Landowner Occupying Under an Agricultural Tenancy Under The AHA 1986.

Our reference: BFC-OP0001

Landowner Interest	Plot No	Poles on Land	Summary of Objection
Huw David Walters and Sarah Margaret Walters, Nantyoetre Uchaf, Ferryside, Carmarthenshire SA17 5YA	A3, A4, A5, A8	Pole 1	<i>No Change Request was made at the formal stage</i> Mr and Mrs Walters now have a terminal H pole on their land with no consultation past Stage 3 on an important maize field. The Landowner objects to this as there was never any consultation with him on these changes. The landowner objects to a property wide demise and would like to agree to the appropriate access routes in.

		<p>I spoke to the landowner in Carmarthen Market last Wednesday and explained the reduced demise area now conceded at this late stage by WPD was still disproportionate to the applicant's needs.</p> <p>Mr Walters explained that he would except an easement strip but not a property wide demise area based on a larger area than required. The LO agreed that the construction and maintenance strip may include such additional area's as the Applicant [WPD] shall require (acting reasonably) on each side of the wire including a revised access into the easement strip again with each party acting reasonably. Mr Walters has stated that he will accepts appropriate modifications to the HOT as advised by BJP.</p> <p>I explained to The LO that I had no idea when the scheme would commence. The LO requested a meeting to agree planting as he had planned the land would be planted with maize potentially this year and next year in rotation with the rest of the farm.</p> <p>The LO stated that he would need to be compensated if the change in crop rotation caused him losses. I explained that all reasonable consequential losses as a direct result of the scheme would be compensated.</p> <p>The LO also wanted to know how long his land would be held under the terms of the agreement. I explained 5 years. The LO had no objection to this as long as the area required was limited to the easement strip and access corridors as appropriate. The LO did not see why there was need for an extended easement area or a whole farm demise. I explained to the LO in the desire to be reasonable we would accept easement areas although strictly speaking these are not necessary for the development but that I would seek that the easement area</p>
--	--	--

			<p>would be limited to a linear meterage each side of the easement strip. The LO agreed as this was reasonable.</p> <p><i>For the purpose of reducing duplication BJP can confirm all BJP LO clients are agreeable to the easement area as described above and to be agreed with WPD with suitable clauses allowing deviation in the access corridors as noted above.</i></p> <p>The LO has requested a meeting with WPD before he will consider HoT signature specially to discuss the disturbance to his farming system and discuss the introduction of a H Pole without his knowledge' consultation or agreement.</p>
Raymond Colin Jones and Pamela Doreen Jones, Penyfedw Farm, Llandyfaelog, Kidwelly, Carmarthen SA17 5RD	A37, A38, A39, A40, A41, A42, A46	Poles 9 & 10	<p><i>CR81: Move poles to the field boundary, previously 3 single poles, in fields.</i></p> <p><i>WPD: Poles now alongside hedges, only two poles on land, however one is H pole to achieve desired span.</i></p> <p>The introduction of H poles was not made aware to the LO. If changes from single to H poles had been explained the LO would have requested single poles.</p> <p>Mr Buxton has stated in recent correspondence that I have not provided him with documentary evidence of my clients specific concerns.</p> <p>I have respectfully suggested previously over the phone with Mr Buxton that as he was only appointed late in the process and not fully conversant with LO concerns to consider all the letters sent by LO's to the Inspector on PINS to fully reflect on and understand LO concerns. In my opinion an afternoon spent reading LO e mails on PINS would greatly assist Mr Buxton to become familiar with LO specific concerns. Not all LO concerns are generic. It would assist the parties greatly if WPD would also now role out LO meetings and fully engage with LO's. If N Buxton were to read PINS he would</p>

			<p>appreciate that not all LO concerns are generic.</p> <p>The LO would like to meet WPD before HoT signature to discuss pole micro siting as set out in the LO letter of objection of the 18th December 2015.</p> <p>The landowner objects to a property wide demise and would like to agree access routes in. [See Walters above – Pole 1].</p> <p>The LO wants to know how long his land will be held under the terms of the agreement. I have already explained 5 years. The LO had no objection to this as long as the area required for the development is limited to the easement strip and necessary access corridors.</p> <p>The LO has requested a meeting with WPD to discuss the demise plan before HoT signature. The revised land plan has not yet been produced by WPD so the LO cannot sign the HoT.</p> <p>The LO has confirmed he wants a meeting to discuss survey payments.</p> <p>Unknown land areas need to be agreed with WPD.</p> <p>The Book of reference does not accurately reflect the discussions between the parties. The LO has confirmed that he does not have a land boundary dispute with his neighbour. The LO wants an explanation why the book of reference seems to imply that he has a boundary issue with his neighbour.</p>
DJP Davies & Sons Crugan Fawr Llandyfaelog Kidwelly SA17 5RE	A52, A55, A56, A57, A59, A63, A64, A66, A71, A72	Poles 14-18	<p><i>CR61: Reposition pole18 in hedge, single poles in fields WPD: Pole 18 now H pole alongside hedge to achieve desired span.</i></p> <p>The landowner objects to a property wide demise and would like to agree access routes in. [See Walters above – Pole 1].</p>

			<p>The LO wants to know how long his land will be held under the terms of the agreement. I have already explained 5 years. The LO had no objection to this as long as the area required for the development is limited to the easement strip and necessary access corridors.</p> <p>The LO does not understand why there is need for an easement area or a whole farm demise.</p> <p>The LO has requested a meeting with WPD to discuss the demise plan before HoT signature. The revised land plan has not yet been produced by WPD so the LO cannot sign the HoT.</p> <p>The LO has confirmed he wants a meeting to discuss survey payments and access requirements for scaffolding.</p>
Mr JE Evans Iscwm Farm Pontantwn Kidwelly SA17 5NF	A113, A115	Poles 31 – 32	I have discussed the contents of the reply from WPD with Mr Evans. Mr Evans has confirmed in future he would be better advised to use a land agent before signing any document which would create an interest on his land. He cannot say what Freedom say is correct or otherwise but confirmed that he would allow BJP to negotiate damage and loss payments or other scheme requirements if a DCO was granted.
Mr & Ms WDI & GG Gibbon Garreg Farm Kidwelly Carmarthenshire SA17 4RA	A116, A117	Oversail only	<p>Mr Gibbon has confirmed a property wide demise is not required.</p> <p>The LO has confirmed he will consider a suitably modified agreement.</p> <p>Mr Gibbon does not require a LO meeting to discuss the proposed scheme but wants confirmation of the access routes to be applied to his farm.</p> <p>Mr Gibbon will not accept Clause 11.c due to TB concerns.</p> <p><i>[Clause 11.c the right for WPD to take access over the Landowner's property to</i></p>

			<p><i>any adjoining land in connection with the WPD's undertaking for the transmission of electricity]</i></p> <p>Mr Gibbon has confirmed he will only consider clause 11.c if appropriate mitigation measures are included in the draft DCO. I explained that I had been unable to find appropriate mitigation measures in the draft DCO to deal with TB mitigation; although the matter had been raised by BJP and a separate LO at the Inspector Hearings.</p>
<p>Mr & Ms RDH & M Bowen Lan House Farm Idole Carmarthen Carmarthenshire SA32 8DE</p>	A121, A123	Pole 37	<p><i>CR83: Pole must be 40ft from hedge. WPD: Accepted pole sited approx. 40ft from hedge</i></p> <p>The LO rents land from Mr & Ms W Bowen Lan Cottage and will not sign a HoT until the demise plan for the rented land is appropriate.</p> <p>HoT meeting has taken place with Freedom.</p> <p>Freedom would not discuss any modification to the HoT document.</p> <p>Mr Bowen has confirmed he will not agree to clause 11.c. Mr Bowen runs a pedigree dairy herd and feels that the scale of the development will invariably mean that even if mitigation measures are included in the draft DCO they will not rule out the spread of TB. I explained that I had been unable to find appropriate mitigation measures in the draft DCO to deal with TB mitigation; although the matter had been raised by BJP and a separate LO at the Inspector Hearings.</p> <p>The LO has requested a further meeting to agree crop planting as land would be planted with maize potentially this year and next year in rotation with the rest of the farm. The LO explained that he had only just received his HoT documentation</p>

			just before his meeting with Freedom and had not fully appreciated the concerns that he had which he wanted to raise now in a face to face meeting with WPD and their professional advisors.
Mr & Ms W Bowen Lan Cottage Carmarthen Carmarthenshire SA32 8DE	A124, A125	None	<p>The landowner objects to a property wide demise and would like to agree access routes in. [See Walters above – Pole 1].</p> <p>The LO wants to know how long his land will be held under the terms of the agreement. I have already explained 5 years. The LO had no objection to this as long as the area required for the development is limited to the easement strip and necessary access corridors.</p> <p>The LO has requested a meeting with WPD to discuss the demise plan before HoT signature. The revised land plan has not yet been produced by WPD so the LO cannot sign the HoT.</p> <p>The Book of reference does not accurately reflect the discussions between the parties. The LO has confirmed that he does not have a land boundary dispute with his neighbour. The LO wants an explanation why the book of reference seems to imply that he has a boundary issue with his neighbour.</p>
Mr CO Evans Capel Farm Bancycapel Carmarthen SA32 8EB	A122, A126, A127, A132, A133, A134	<i>Poles 38 – 41</i>	<p><i>CR74: Can poles be placed in hedges, previously all single poles. WPD: Poles positioned in hedges where possible, Pole 40 moved alongside hedge but now H angle to achieve desired span.</i></p> <p>The introduction of H poles was not made aware to the LO. If changes from single to H poles had been explained I understand that the LO would have requested single poles remain.</p> <p>The landowner objects to a property wide demise and would like to agree access routes in. [See Walters above – Pole 1].</p>

			<p>The LO wants to know how long his land will be held under the terms of the agreement. I have already explained 5 years. The LO had no objection to this as long as the area required for the development is limited to the easement strip and necessary access corridors.</p> <p>The LO does not understand why there is need for an easement area or a whole farm demise.</p> <p>The LO has requested a meeting with WPD to discuss the demise plan before HoT signature. The revised land plan has not yet been produced by WPD so the LO cannot sign the HoT.</p> <p>The LO has confirmed he wants a meeting to discuss survey payments.</p> <p>Unknown land areas need to be agreed with WPD.</p> <p>The Book of reference does not accurately reflect the discussions between the parties. The LO has confirmed that he does not have a land boundary dispute with his neighbour. The LO wants an explanation why the book of reference seems to imply that he has a boundary issue with his neighbour.</p> <p>Please refer to the objection letter from the LO dated the 17th December 2015.</p>
Mr DJB Thomas Gwillionen Bolahaul Road Cwmffrwd Carmarthen SA32 8EE	A137, A138, A139, A140, A141, A142, A143, A144, A145, A146, A147, A148, A149, A151, A153,	Poles 42 - 45	<p>No property on land – this is not correct the farm house is located on the farm and whilst the farm is owned by the father it is the son who lives in the house - so again a full farm demises will be opposed by the father although he does not now live on the farm itself.</p> <p><i>CR61: single poles in fields, move pole to hedges.</i></p> <p><i>WPD:H poles required to achieve span and placement alongside hedges</i></p> <p>The introduction of H poles was not made aware to the LO. If changes from</p>

	A154, A155, A157	<p>single to H poles had been explained I understand that the LO would have requested single poles remain.</p> <p>The landowner objects to a property wide demise and would like to agree access routes in. [See Walters above – Pole 1].</p> <p>The LO wants to know how long his land will be held under the terms of the agreement. I have already explained 5 years. The LO had no objection to this as long as the area required for the development is limited to the easement strip and necessary access corridors.</p> <p>The LO does not understand why there is need for an easement area or a whole farm demise.</p> <p>The LO has requested a meeting with WPD to discuss the demise plan before HoT signature. The revised land plan has not yet been produced by WPD so the LO cannot sign the HoT.</p> <p>The LO has confirmed he wants a meeting to discuss survey payments.</p> <p>Unknown land areas need to be agreed with WPD.</p> <p>The Book of reference does not accurately reflect the discussions between the parties.</p> <p>Please refer to the objection letter from the LO dated the 22nd December 2015.</p> <p><u>NB</u></p> <p>The LO has previously written to the Inspector about concerns about annual grazing agreements. The parties are aware that this is not correct and I have corrected the LO on this point. This is precisely the reason why there should be LO meetings as in these meetings points may come to the surface which the parties are not aware of and can iron out before they become an issue such as</p>
--	---------------------	---

			temporary rights created in the demise area.
DJP Davies Llwynfilltir, Cwmffrwd, Carmarthen, SA32 8ED	Not Known Agricultural Tenant	Not Known	No discussions have taken place between the AHA Tenant and the Landlord or WPD. A meeting is required to agree payments to the tenant.
Mr P Morris Beaulieu Fawr Llangunnor Carmarthen SA31 2LS	A208, A211, A214, A215, A217, A221, A223, A224, A225	Poles 63-71	<i>CR60: Requested poles are sited to pick up more hedges, previously all single poles.</i> <i>WPD: Pole repositioned near hedges. Now 7 single x 2 H poles.</i> The introduction of H poles was not made aware to the LO. If changes from single to H poles had been explained I understand that the LO would have requested single poles remain. The landowner requested the line be moved East to the hedge. The request was made to avoid damage to our land and 'hopefully' miss land drains. The LO would like a meeting to identify land drains which need to be recorded. The Morris family wrote on the 15 th December: - <i>On the 10th of December 2015, an e-mail from our Land Agent showing Change Requests reads: No. 60 Morris. Request concerns Poles 67-68. Poles 67 and 66 can come closer to hedge as nonstandard single poles, 68 cannot come closer because of gas main, therefore slight improvement. Better to move the pole onto Morris land (73) for ease of access. Conclusion states: Poles 73 is OK to move the Move 5m north. What does this mean? What type of pole is 73? What happened to 72? Are we the Morris referred to? What GAS main? This incoherent information is most worrying as these people should be well educated and professional. Surely there is a need to be more competent than this? Totally confused!</i>

		<p>The Morris Family have expressed other concerns which should be addressed in a face to face HoT meeting as WPD appear not to fully understand the LO's property interests.</p> <p>The landowner objects to a property wide demise and would like to agree access routes in. [See Walters above – Pole 1].</p> <p>The LO wants to know how long his land will be held under the terms of the agreement. I have already explained 5 years. The LO had no objection to this as long as the area required for the development is limited to the easement strip and necessary access corridors.</p> <p>The LO does not understand why there is need for an easement area or a whole farm demise.</p> <p>The LO has requested a meeting with WPD to discuss the demise plan before HoT signature. The revised land plan has not yet been produced by WPD so the LO cannot sign the HoT.</p> <p>The LO has confirmed he wants a meeting to discuss survey payments.</p> <p>Unknown land areas need to be agreed with WPD.</p> <p>The Book of reference does not accurately reflect the discussions between the parties. The LO has confirmed that he does not have a land boundary dispute with his neighbour. The LO wants an explanation why the book of reference seems to imply that he has a boundary issue with his neighbour.</p> <p>Please refer to the objection letter from the LO dated the 15th December 2015.</p> <p>The LO also wrote a follow up e mail to the Inspector on the 2nd February 2016.</p>
--	--	---

			<p><i>The revised HoTs sent to our agent are still not to our satisfaction. We pointed out to WPD in the Autumn of 2014 that the 1km section of the line was crossing through the middle of silage and grazing fields where there are land drains and also an oil pipeline. It is now January 2016 and we are still waiting for a visit from WPD. We as a family feel strongly we cannot sign the contract as it stands because we do not feel we should allow access to all land adjoining the Easement Strip or be required to protect electric lines and ancillary equipment</i></p> <p><u>NB</u> The LO has previously written to the Inspector about concerns about annual grazing agreements. The parties are aware that this is not correct and I have corrected the LO on this point. This is precisely the reason why there should be LO meetings as in these meetings points may come to the surface which the parties are not aware of and can iron out before they become an issue such as temporary rights created in the demise area.</p>
Messrs DA & WG Jones Tyllwyd Mawr Farm Llangunor Dyfed SA32 8EL	A226, A229, A230, A242, A243, A244, A246, A250, A252, A254, A257, A260, A261, A264, A270, A27	Poles 72 – 83 & Pole 85	<p><i>CR53, CR95: Move Alignment to other side of farm for amenity reasons. WPD: Accept movement of line.</i></p> <p>The preferred route alignment especially of pole 79 was for the pole to be placed close to the hedge and a straight alignment to pole 85. The LO has seen the recent meetings between Reader and Davies and would request the same meeting to discuss pole alignment.</p> <p>Pole alignment suggested by the LO is achievable and also benefits the neighbouring standalone residential property.</p> <p>The landowner objects to a property wide demise and would like to agree access routes in. [See Walters above – Pole 1].</p>

			<p>The LO wants to know how long his land will be held under the terms of the agreement. I have already explained 5 years. The LO had no objection to this as long as the area required for the development is limited to the easement strip and necessary access corridors.</p> <p>The LO does not understand why there is need for an easement area or a whole farm demise.</p> <p>The LO has requested a meeting with WPD to explain the demise plan before he will consider HoT signature.</p> <p>The LO has confirmed he wants a meeting to discuss survey payments.</p> <p>Unknown land areas need to be agreed with WPD.</p> <p>The Book of reference does not accurately reflect the discussions between the parties. The LO has confirmed that he does not have a land boundary dispute with his neighbour. The LO wants an explanation why the book of reference seems to imply that he has a boundary issue with his neighbour.</p>
Hugh & Margaret Joy Davies Nant Farm Llangunnor Carmarthen SA32 8AA	A266	No poles	<p>final alignment. (affected by stays only on pole 84)</p> <p>Parcel of land has now been removed from the Book of Reference. No acquisition rights are therefore being sought from the Landowners over this plot of land.</p> <p><i>Please confirm.</i></p>
G James & Sons Awelfryn Peniel Carmarthen SA32 7HR	C3, C4, C5, C 6	Pole 93	<p>After Stage 3 consultation [no change request made] as the land was only affected by an Oversail.</p> <p>Since Stage 3 a H pole has been introduced with no LO consultation.</p> <p><i>Formal request as occupiers reposition H pole and reposition poles on hedges.</i></p>

		<p>WPD: Unable to move pole, link with CR101</p> <p>The Landowner wrote on the 24th November 2015: -</p> <p><i>'Only on the 13th November 2015, we received the Head of Terms, after requesting them often also through our land agent. We have now received these Head of Terms and we are in the process of organising a meeting between WPD / Freedom Group, and our land agent and ourselves.</i></p> <p><i>The Head of Terms themselves are very vague and are only a summary of the Deed of Grant. There is no mention of injurious affection and despite request of including information about injurious affection WPD / Freedom Group have not been forthcoming in including this in the Head of Terms. The Head of Terms do not reflect what we have originally been told. There have also been changes to the route alignment and numbers of poles and stays without us knowing'.</i></p> <p>The landowner objects to a property wide demise and would like to agree access routes in. [See Walters above – Pole 1].</p> <p>The LO wants to know how long his land will be held under the terms of the agreement. I have already explained 5 years. The LO had no objection to this as long as the area required for the development is limited to the easement strip and necessary access corridors.</p> <p>The LO does not understand why there is need for an easement area or a whole farm demise.</p> <p>The LO has requested a meeting with WPD to explain the demise plan before he will consider HoT signature.</p> <p>The LO has confirmed he wants a meeting to discuss survey payments.</p>
--	--	---

			<p>Unknown land areas need to be agreed with WPD.</p> <p>The Book of reference does not accurately reflect the discussions between the parties.</p>
<p>Mses DS, AJ & Mr MP Reed Glyncaredig Rhydargaeau Carmarthen SA32 7DR</p>	<p>C52, C53, C54</p>	<p>Pole 116</p>	<p>No change request</p> <p>A revised HoT and Plan was provided by BK/WPD on the 11th March 2016 for Mses DS, AJ & Mr MP Reed Glyncaredig Rhydargaeau Carmarthen SA32 7DR</p> <p><i>[Howells & Reed revised HoT/Plan are the first two to be issued by WPD – no other revised HoT/Plan yet received for remaining BJP LO Clients].</i></p> <p>LO still not signing HoTs documents. There has been various correspondence between the LO and BK and BJP and BK on this issue. BJP received an email from the LO on the 26th March 2016 in respect to LO opinion of the revised HoT and Plan received on the 14th March 2016.</p> <p>The LO has written: -</p> <p><i>'I have had a close look at the map on the HOT'S document attached under the name of BK map 260316 and have found that the map is incorrect with part of the barn missing (a wall and lean to use as storage) and a marked area which is a container but this is showing it as part of the barn.</i></p> <p><i>This needs to be amended before signing.</i></p> <p><i>I have included a map amended by myself of the area, not to scale, but done as a rough guide to explain the error.</i></p> <p><i>As regards to the blue area of the route it still shows it going past the bee hives. I have had a look at (attached) page 2 BK list of clauses - CLAUSE 2, which refers to the fields that are in</i></p>

		<p><i>white are not included in the easement area.</i></p> <p><i>My changed blue route would have gone over the white area so therefore there would be more brown included.</i></p> <p><i>I am therefore of the opinion that BK have never even considered this route so I feel now that I would prefer to have a clause included exempting us of any liability of any one getting harmed etc from a bee sting. (Alan Price also suggested this) This will then make our brown demise area smaller as shown on the map.</i></p> <p><i>This would need to be put in the Hot's document before we will sign it. If they can accommodate this, then we will be happy to leave the blue route as it stands on the map.</i></p> <p><i>As regards to the brown area next to the barn to the left of the blue route next to the road. This area is fenced off and is a working, concreted area used to tend to sheep and store machinery and I cannot see why this should be included in the demise area as it does not affect the track to gain entry. I am not happy of having that in the included brown area.</i></p> <p><i>Also shown on the map is our private drive to the house which goes right down to our house gate and I cannot see why this is included.</i></p> <p><i>Our garden with the green house and the chicken pen and the apiary are also included which is shown to the right of the blue route again does not need to be part of the demise area.</i></p> <p><i>Can you also clarify under clause 2 as to how long is it to be temporary as a demise area we do not understand this part?</i></p> <p><i>I think it is going to be necessary for BK to come and talk with us to come up</i></p>
--	--	--

			<p><i>with a compromise before we will consider signing.</i></p> <p><i>Would you be able to ask if this is possible and if you could would you be able to sit in on the meeting? We have never had any meetings at any stage with them so I feel this is not an unreasonable request.</i></p> <p><i>I hope this is clear as to why we are not happy at signing at this stage with this document'.</i></p> <p><i>Therefore, another route should be taken. Liability to cover the risk of injury/death from Bee stings should be in the HoTs.</i></p> <p>WPD has not responded to correspondence with Mrs Read, including her response to unknown owner's due diligence'.</p>
Mr & Mrs RH & BL Howells Pentremawr Rhydargaeau Carmarthen SA33 6B	C55, C56, C58, C60, C61, C63, C64	Pole 118; 260m	<p><i>CR89: Position poles in more suitable locations, previously both angles were single.</i></p> <p><i>WPD: Poles now closer to boundary hedges, Angles now H poles.</i></p> <p>The LO wrote on the 15th December 2015</p> <p><i>'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</i></p>

		<p><i>poles in context with the original location as opposed to the new proposed locations'.</i></p> <p>The Book Of Reference also needs modification on two issues.</p> <p>Firstly, Freedom have suggested that there were talks to position a wind turbine on land owned by the Llanegwad Parochial Trust. The LO wants this removed as the LO has a good relationship with the Llanegwad Parochial Trust. Freedom have been highlighting the wrong land as the turbine is not located on the Llanegwad Parochial Trust land but land at Pentre Mawr. I have also checked my diary and I was not at his meeting.</p> <p>21.01.2016 – BK email to BJP re boundary dispute. <i>Incorrect.</i></p> <p>22.01.2016 – email exchange re boundary dispute. <i>Incorrect.</i></p> <p>23.01.2016 – BJP emailed disagreeing that applicant need not become involved with boundary dispute. <i>Incorrect.</i></p> <p>01.02.2016 – further email exchange about boundary dispute. <i>Incorrect.</i></p> <p>Again the Book of Reference needs to be changed to reflect that the LO has no boundary issue with land he rents from the Llanegwad Parochial Trust.</p> <p>The landowner objects to a property wide demise and would like to agree access routes in. [See Walters above – Pole 1].</p> <p>The LO wants to know how long his land will be held under the terms of the agreement. I have already explained 5 years. The LO had no objection to this as long as the area required for the development is limited to the easement strip and necessary access corridors.</p> <p>The LO does not understand why there is need for an easement area or a whole farm demise.</p>
--	--	---

			<p>The LO has requested a meeting with WPD to explain the demise plan before he will consider HoT signature.</p>
<p>Mr & Mrs B & A Patten Tiffany Lodge Rhydargaeau Carmarthen SA33 6BL</p>	<p>C65, C66, C67, C68, C70, C71, C76</p>	<p>Poles 123, 126</p>	<p><i>CR68-All UG WPD: Decline change</i></p> <p>The landowner objects to a property wide demise and would like to agree access routes in. [See Walters above – Pole 1].</p> <p>The LO wants to know how long his land will be held under the terms of the agreement. I have already explained 5 years. The LO had no objection to this as long as the area required for the development is limited to the easement strip and necessary access corridors.</p> <p>The LO does not understand why there is need for an easement area or a whole farm demise.</p> <p>The LO has requested a meeting with WPD to explain the demise plan before he will consider HoT signature.</p>
<p>Mr & Mrs R & P Eagle 33 Parc Starling Johnston Carmarthen SA31 3HX</p>	<p>C77, C79, C80</p>	<p>Poles 127 & 128</p>	<p>No change request</p> <p>Mr Buxton has stated in recent correspondence that I have not provided him with documentary evidence of my clients specific concerns.</p> <p>I respectfully suggest in a professional capacity that he <u>READS PINS</u> and all will become clear to.</p> <p>Please read the following letter addressed to The Inspector on the Stage 3 Consultation Poles 127 & 128 uplifted to PINs on the 5th of January 2015. I suspect The Inspector has read all Landowner objection letters and has a far better handle on LO concerns than you.</p> <p>The Inspector felt that the letter had importance to the process because the letter from the LO was accepted for submission for Deadline 3, at the</p>

		<p>discretion of the Examining Authority.</p> <p>If you took the time to actually read PINs, then you would appreciate LO concerns. You have obviously not done this otherwise you would be fully aware of the LO specific concerns in addition to the generic concerns which I have placed before you on an ad nauseum basis</p> <p>Mr Buxton I draw your attention to the following letter.</p> <p>Dear Mr. Broderick,</p> <p>Stage 3 Consultation Poles 127 &128 Ref: WPD/NWD/164</p> <p><i>I enclose below our objections and concerns to be taken into account regarding the stage three consultation.</i></p> <p><i>1) We were told by WPD we would have 2 single poles on our land and now they have changed these to two H poles. Why is this? We require an explanation.</i></p> <p><i>2) One H pole is to go into our woods but they will not tell us how many trees are to come down or how much we will be paid for these losses as we wish to carry out replanting on the land to compensate for the felled trees. The majority of the trees are mature scots pines and red woods and have been here for over 100 years.</i></p> <p><i>3) We should have had a meeting on the 27th November 2015 with WPD and our land agent Iwan Jones. WPD did not turn up leaving our Land Agent and myself standing in the cold and rain for nearly an hour waiting for Freedom with no phone call to tell us they were not coming. We have still not received an apology from WPD or Freedom. Why?</i></p> <p><i>4) WPD are going to use our yard entrance and pasture field for large lorries when no poles are going in this field. (Access to the other two fields can</i></p>
--	--	--

		<p><i>be made via the B4301, they are also making an access there) so why go through a field we have just had re-seeded? The field is sensitive wet lands with peat areas and we still do not know how they will preserve this land. We were hoping for answers at our meeting on the 27th November 2015 with Freedom.</i></p> <p><i>5) We have a drainage ditch in between the pasture field and the peat field yet no mention of this is in their plans. This cannot be fill in and so we wanted to know how they were going to deal with this.</i></p> <p><i>6) A few days ago we received papers from WPD asking about our boundary, this information has already been given to them, this should have been dealt with months ago, not at this stage. Our land agent has not received these papers so we have been unable to discuss them with him over the phone and he does not have time to come and see us before the deadline date tomorrow.</i></p> <p><i>7)WPD seem to think they can do what they like, change whatever they like no matter about us the landowner. You requested that the parties engage in sensitivity but this is not apparent. We noted Mr Jones most recent e mails and these do not make good reading.</i></p> <p><i>8) My husband and myself were prepared to accept the route comprising single poles. We have not objected to the scheme only wishing the line to go underground which we did not think was unreasonable. We have participated in the process throughout, we have been polite and always available to meet anybody from Freedom. Therefore, when we eventually received the HOT we were disappointed to note that our full engagement in the process amounted to nothing more than a charade and that WPD have not/never listened to us and</i></p>
--	--	---

		<p><i>have now made things much worse and have now changed single poles which we were prepared to accept to H poles which we do not accept especially, without telling us and we were never informed of these late changes to our land area. Why has this late change been made with no consultation with WPD?</i></p> <p><i>This is giving my husband of 83 and myself a lot of stress and at our time in life it is not what we want. We are not farmers as many landowners are and have this land for pleasure to enjoy so why should WPD just come in pretend to engage with us and then change the scheme at the very last minute meaning a lot more tree cutting and visual intrusion. The whole engagement process has been a complete illusion' its only purpose to put a positive spin on the project to satisfy the inspector. We understand the needs for clean power but this is not the right way to go about it by deceiving landowners and refusing to engage in the process which WPD are compelled to do.</i></p> <p><i>We would be grateful if you ask WPD why there have been changes so late in the process without our input. Do WPD think that they do not need to engage with landowners knowing full well that you will provide them with the power to do what they want to do in any case</i></p> <p><i>My husband and I do not think that this is fair or equitable. We are very disappointed in the process.</i></p> <p><i>Mr. & Mrs. R. Eagle 33 Parc Starling Johnstown Carmarthen SA31 3HX</i></p> <p>Maybe you would also like to consider the letter my client addressed to PINs on the 31st of January 2016 which would give you additional insight into my clients</p>
--	--	--

			<p>concerns.</p> <p>Please address LO's other concerns which I have highlighted elsewhere.</p>
<p>Mr & Mrs HV Miles Gwili Vale Pontarsais Carmarthen SA32 7D</p>	<p>C121, C122, C123, C125, C127, C130, C131, C132, C133, C134, C135, C136</p>	<p>Poles 138 - 144</p>	<p><i>CR77, CR78 Position poles in boundary previously all single poles in fields.</i> <i>WPD: Poles 139,140,142 alongside hedges, poles 144 now H angle.</i></p> <p>The introduction of angled H poles was not made aware to the LO.</p> <p>The LO would like to meet WPD before HoT signature to discuss pole micro siting as set out in the LO letter of objection of the 18th December 2015.</p> <p>The landowner objects to a property wide demise and would like to agree access routes in. [See Walters above – Pole 1].</p> <p>The LO wants to know how long his land will be held under the terms of the agreement. I have already explained 5 years. The LO had no objection to this as long as the area required for the development is limited to the easement strip and necessary access corridors.</p> <p>The LO has requested a meeting with WPD to discuss the demise plan before HoT signature. The revised land plan has not yet been produced by WPD so the LO cannot sign the HoT.</p> <p>The LO has confirmed he wants a meeting to discuss survey payments.</p> <p>Unknown land areas need to be agreed with WPD.</p> <p>The Book of reference does not accurately reflect the discussions between the parties. The LO has confirmed that he does not have a land boundary dispute with his neighbour. The LO wants an explanation why the book of reference seems to imply that he has a boundary issue with his neighbour.</p>

		<p>The LO wrote on the 18th December 2015:</p> <p>‘As a matter of record, however, we would like our 3 oral representations made at the Open Floor Hearing on 30th November and 1 December 2015 to be taken into account.</p> <p>In particular, like the vast majority of other representations made by landowners, we feel that Western Power Distribution (WPD) has undertaken a very tokenistic approach to consultation, and indeed, ‘discussion’ and any ‘negotiation’ with landowners has taken the form of a posted Heads of Terms (HoTs), which was only received on 14th November 2015, and which:</p> <ul style="list-style-type: none"> • <i>does not provide with any certainty the ‘exact’ location of the poles and whether their alignment is fixed and final. In particular, there is no clarification on why the route is proceeding as ‘broadly indicated’ by WPD, given that the Bryn Llewellyn installation is now not taking place. On landowners reckoning the current indicated route is entirely the wrong one in light of Bryn Llewellyn not proceeding, zigzags far more than it ought with far more intrusive H-poles in play as a result, and, in our case causes a criss-cross of existing and proposed new lines</i> • <i>contains many unresolved issues which WPD have made no attempt to discuss with us, and which leave us in a position where we cannot sign the HoTs, as we are waiving too many rights to do so e.g. there is a clause in the Heads of Terms that states that upon their signing, we will have to agree not to object to the application for a DCO and further will agree to a number of</i>
--	--	--

		<p><i>protective provisions and rights to WPD. As previously stated, this feels exceptionally pre-emptive, given you are still deliberating the application. At this stage we would not be able to participate in the fair process your role is trying to oversee – open floor hearings, compulsory acquisition hearings etc - which feels exceptionally poor procedurally</i></p> <ul style="list-style-type: none"> <i>• Within the HoTs, there is no mention of how injurious affection will be dealt with which would allow us to make an informed decision; for ourselves, our property value will be significantly affected. Further, we have no assurance that in their signing, we are not leaving an open option to even worse intrusion in the future, namely, metal pylons and this lack of clarity at this stage is extremely concerning.</i> <p><i>Last night, after the site visit, where it could be appreciated first-hand what an intrusion these pole and lines will be, we made a further oral representation. The home and farm which we have designed and built ourselves is the culmination of 30 years' effort, which has also embraced an even greater commitment to safeguarding the beauty of the valley for everyone's pleasure, whilst planning the house around maximising a 180-degree view of the exceptionally pretty landscape views of the valley. Whenever we have built agricultural buildings, we have cut into the valley side and stone-walled, so as to make them as unobtrusive and sympathetic to the landscape as we can, never allowing anything to dominate over the beauty of the valley itself. We have worked closely with the Environment Agency, double fencing along the River Gwili to create a haven for wildlife, fauna and</i></p>
--	--	--

		<p><i>flora.</i></p> <p><i>The proposed poles and cables will cut through nearly every field of our farm, and this will be in addition to an existing line which already crosses our land. Early on an offer was made by WPD to bury these poles so why not bury the new ones as we've requested?</i></p> <p><i>The proposed poles occupy our main silage fields. Indeed, the H pole and its stays plus 1 single pole occupy probably our most productive silage field, and that is on top of 4 existing poles for the current line already in this field. The new line will cross the existing line, visually dominating the landscape with poles upon even bigger unsightly poles, and lines upon lines – an untenable thought. We are most concerned about the new pole and lines crossing what we and the neighbours all affectionately call the 'park field', as it has 5 broad oaks set in the middle of the field from top to bottom, which are hundreds of years old and are absolutely stunning. Poles will mar this beauty and that is nothing short of an absolute travesty.</i></p> <p><i>Finally, whilst no-one truly 'owns' a beautiful view, some of us have the great privilege of being custodians in terms of their safeguarding their immense value to every generation and no-one person or company has a right to destroy. To this end, we continue to request that the route is completely reviewed, that overhead lines are fully eliminated, and further that compulsory acquisition is completely ruled out and that our beautiful landscape is protected, and this can be achieved by undergrounding which we would fully support and accommodate'.</i></p> <p>The LO in question is extremely busy in their own professional capacity and I have been unable to discuss the recent modifications to the 11kV line including undergrounding.</p>
--	--	--

			<p>A LO meeting is essential to discuss ongoing LO concerns especially following the e mail sent to PINS on the 18 February 2016: -</p> <p><i>'For today's deadline, and in the absence at this time of clarification to the contrary, we believe that the current proposal - whilst burying wires between poles 43 and 44 (which may or may not remove the need for these poles as notified at the Hearing on 10th February 2016) - still leaves the landscape surveyed from our property, very much a 'wire-scape', with 2 lines crossing our farm. The undertaking to bury the 11kv line is not acknowledged in the 'updated landowner engagement table' which is disappointing.</i></p> <p><i>For the record the nearest wire is 370m from our property, and as you appreciate, these wires will be very visible as our property has been designed to overlook the Gwili Valley and the alignment of the current proposal will dominate the eye and the landscape, as it very much follows the profile of the valley. Consequently, we still believe that there is a very long way to go to ensure our considerations as a landowner are really being taken into account. Over coming weeks, as I stated at the Hearing, we will endeavour to make every effort to discuss these issues with WPD. In the meantime, please confirm receipt of this email as a log of our on-going concerns, and, our representation into future proceedings as appropriate'.</i></p>
Messrs HW & EH Davies & Ms F Morris Pant-Y-Gof Alltwalis Road Alltwalis Carmarthen SA32 7DY	C141, C142	Poles 145 & 146	<p><i>CR81: Move poles to the field boundary, previously 3 single poles, in fields.</i> <i>WPD: Poles now alongside hedges, only two poles on land, however one is H pole to achieve desired span.</i></p> <p>The LO wants to know how long his land will be held under the terms of the</p>

			<p>agreement. I have already explained 5 years. The LO had no objection to this as long as the area required for the development is limited to the easement strip and necessary access corridors.</p> <p>The LO has requested a meeting with WPD to discuss the demise plan before HoT signature. The revised land plan has not yet been produced by WPD so the LO cannot sign the HoT.</p> <p>The LO has confirmed he wants a meeting to discuss survey payments.</p> <p>Unknown land areas need to be agreed with WPD.</p> <p>The Book of reference does not accurately reflect the discussions between the parties. The LO has confirmed that he does not have a land boundary dispute with his neighbour. The LO wants an explanation why the book of reference seems to imply that he has a boundary issue with his neighbour.</p>
Mr G & Mrs RE Evans Nant y Boncath Alltwalis Road Alltwalis Carmarthen SA32 7DX	C144, C145, C146, C147, C148, C150, C151, C152, C153, C154, C155, C156, C157, C158, C160	Pole 147 - 152	<p><i>CR63, CR64, CR65, - move poles to boundary hedges, previously all single poles</i></p> <p><i>WPD: Minor changes to pole positions now closer to boundary, inclusion of H pole at 149</i></p> <p>The Landowner submitted an objection letter on the 16th December 2015 and to date no one from WPD has attempted to meet my clients to discuss their concerns.</p> <p>BK suggests we have not communicated individual landowners concerns but as I have pointed out to Mr Buxton if he actually reads all the landowners concerns placed in letters to the Inspector in early December 2015 the LO concerns would have been clearly apparent to Mr Buxton. I have repeatedly asked for LO meetings but WPD refuse to meet BJP clients apart from the select few.</p>

		<p>The LO stated that the HoT document was incorrect as it stated that the LO was to be paid for 4 poles, whilst the map showed 6 poles. The LO pointed out the 11kV line running through Nantyboncath fields and they reasonably highlighted that there had been no discussion or consultation where the existing line would go.</p> <p>In respect to the 11kV line we wrote to BK/WPD on the 12th February 2016 about modifications to the existing 11 kV apparatus close to the house as no one had discussed the 11 kV modifications with the LO or the agent. WPD were reminded that the proposed 132kV line was within 85 meters of the LO's house and so sensitivity should be of paramount importance in dealing with this LO's concerns. The LO was only aware that modifications to the 11kV line to accommodate the 132kV line would result in the movement of one 11kV pole close to the house – thus compounding the visual effects of the existing 11kV line and proposed 132kV line as proposed.</p> <p>We have received no response from WPD and the request was made nearly 7 weeks ago.</p> <p>The LO was only made aware of the changes to the 11 kV line in early March 2016.</p> <p>The LO has also pointed out that they find it difficult to understand why there is a distinct turn to proceed into our top fields, as opposed to going in a straight line. The LO noted this to be unnecessary and suggested a more cost effective route for WPD was a straight line? Due to this directional change the LO pointed out that WPD were going to affect the LO's best silage field with not one, but two poles with stays (numbers 151 and 152).</p> <p>In respect of the Heads of Terms, the LO referred to my e -mail [not dated] in</p>
--	--	--

			<p>which they stated that professionally they were being recommended not to sign a whole farm demised.</p> <p>The LO also pointed out that they were disappointed that Freedom have provided the family with poor communication and had not listened to their reasonable suggestions.</p>
<p>Mrs DA Davies Llwyn-Newydd Alltwalis Road Carmarthen SA32 7DZ</p>	<p>C161, C162, C164, C165</p>	<p>Poles 153 & 154</p>	<p><i>CR80 landowner not happy for equipment on land, previously single poles. WPD: pole 154 moved further from house, 153 now H angle.</i></p> <p>Mr & Mrs Davies have been away and I have not spoken to them for deadline 7.</p> <p>The LO has now had a comprehensive meeting with WPD and we await the positive outcome of that meeting.</p>
<p>Mr & Mrs KM & DJ Reader Penwaun Alltwalis Road Carmarthen SA32 7DZ</p>	<p>C167, C168</p>	<p>Pole 155</p>	<p><i>Formal Change Request 102 and site meeting with project team. WPD: route alignment changed resulting in one pole on land as opposed to two previously. Remaining pole is H pole to achieve desired span</i></p> <p>All reasonable alternatives to CA have not been explored.</p> <p>A number of questions have been raised and no answer has been provided in respect to CR102 changes which WPD appear to wish to suggest involved full engagement with the LO but which did not.</p> <p>LO has confirmed that CR 102 changes described were no more than a 'sham'.</p> <p>The LO has drilled down into the detail which WPD have conveniently failed to do and confirms that at CR 102 – Mrs Reader made two suggested and reasonable variations to the Stage 3 consultation design, which would have improved the visual outcome for Mrs Reader and her next door neighbours Brian & Avril Davies.</p>

		<p>Without any consultation with both LO's and following closure of Stage 3 Consultation, WPD's submitted design introduced H poles where single poles had been illustrated, moved the position of pole 155 which consequently removed the visual benefit of a screen from a mature tree line and submitted a design which puts into jeopardy a mature oak, which at survey has been identified as visually important and to be avoided, and a mature boundary tree line on LO's land. Additionally, a number of mature trees which would act a visual screen on LO's neighbours' land have also been identified as in jeopardy.</p> <p>The LO has requested on numerous occasions a meeting with WPD to discuss the CR 102 changes which were never agreed although WPD seem to suggest that this was the preferred outcome of a 'detailed consultation' between both LOs. The LO in accordance to PINS has been attempting to negotiate with WPD ever since the closure of the stage 3 consultation. Eventually after extensive pressure placed on WPD by the LO and the adjoining landowner, the local MP and the instructed land agent WPD eventually agreed to a landowners meeting on the 4th March 2016 – nearly 11 months after the 'preferred route' was announced by WPD and after the open meetings where the inspector also suggested there was a requirement for sensitivity from the applicant.</p> <p>The 4th March 2016 has been the first opportunity for both LO to engage with WPD and submit reasonable proposals for WPD to consider.</p> <p>WPD had initially attempted not to meet the LO's on the pretext that the LO engagement was 'a private affair and confidential to each party'. Both LO's considered this to be non sensical - especially as both Landowners had discussed the preferred route</p>
--	--	--

		<p>modifications on many previous occasions and the preferred route would benefit both parties and was not impossible to design or accommodate on engineering terms.</p> <p>At the 4th March 2016 meeting the LO and LO's neighbours [Mr & Mrs Davies] tabled their suggested modifications to the submitted design. NOTE: One of the suggested modifications tabled on 4th March 2016 replicates the LO's submission at Stage 3 Consultation.</p> <p>The introduction of H poles was not made aware to the LO at stage 3 consultation.</p> <p>The landowner objects to a property wide demise and would like to agree access routes in.</p> <p>The LO would except an easement strip but not a demise area based on a larger area than required. The LO agreed that the construction and maintenance strip may include such additional area as the Company shall require (acting reasonably) on each side of the wire including a revised access into the easement strip again with each party acting reasonably.</p> <p>The LO wants to know how long their land will be held under the terms of the agreement. I have already explained 5 years. The LO had no objection to this as long as the area required for the development is limited to the easement strip and necessary access corridors.</p> <p>The LO does not understand why there is need for an easement area or a whole farm demise.</p> <p>The LO has requested a meeting with WPD to explain the demise plan before he will consider HoT signature.</p> <p>The LO has confirmed he wants a meeting to discuss survey payments.</p>
--	--	---

		<p>The Book of reference does not accurately reflect the discussions between the parties.</p> <p>The LO has made numerous representations to the process so WPD should be fully aware of the landowners concerns including the spread of TB on behalf of the landowner Group and has expressed her concerns regarding WPD travel between one holding to another.</p> <p>LO has reasonably requested the removal of the clause for the right to travel from one holding to another as such movement will not provide any satisfactory mitigation for TB control. The removal of the clause is to prevent WPD personnel or vehicles spreading TB especially as there are no mitigation measures in any WPD method statements. The LO concerns made on behalf of BJP landowner has not been considered by WPD who have not responded to LO concerns.</p> <p>LO has a large badger set on land and the area where the poles are due to be sited are known to be used by foraging badgers, high potential for TB to be spread along the line if adequate mitigation is not in place. No mitigation for TB in Applicants mitigation plans.</p> <p>There has been a lack of engagement.</p> <p>There is no evidence that Mr and Mrs Reader asked to have a pole removed from their land as they now only have one pole. WPD do not understand who has requested what and when and this has resulted in one neighbour being played off another.</p> <p>The process has been divisive and could have resulted in one neighbour being set against another. There has also been reference to a boundary dispute which needs to be removed from the book of reference.</p>
--	--	--

Mr GA Dufty Bryn Farm Llanpumsaint Carmarthen SA33 6B	C188, C189	Poles 160 – 162	<p>CR75: Move poles to hedges, concerns over tree trimming and stays over track. WPD: Poles positioned alongside hedges, additional single angle pole included. Mr Dufty wrote on the 8th December 2015 [published on the 18th December 2015]: -</p> <p><i>'In concern to Western Power Distributions' (WPD) Brechfa 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.</i></p> <p><i>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.</i></p> <p><i>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.</i></p> <p><i>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</i></p>
---	------------	-----------------	---

			<p>agreement.</p> <p><i>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.</i></p> <p><i>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></p> <p><i>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 13 h November 2015 we did not have enough time to correspond our objections to the Inspectorate before the open meetings’.</i></p> <p>Dufty continuing concerns about demise area, TB. I also found out last week that they have a sheep handling system under the line. We will need to meet to discuss this as they do not want to handle sheep under the line. A LO meeting is required.</p>
Mr & Mrs LET Birch Derlwyn Cottage Alltwalis Road Alltwalis Carmarthen SA32 7DZ	C187, C190	No poles	<p><i>WPD: no longer affected by apparatus, access and scaffolding only.</i></p> <p>There has been no negotiation and so no agreed statement can be agreed between the parties.</p> <p>CA proceedings should only take place after negotiations have been completed.</p> <p>Mr Birch does not agree that there was a jointly agreed statement issued on the 6 November 2015. There was no such statement. There was simply the key terms sheet which falls short of any agreement.</p>

			<p>There was a letter which contained the HoTs and Key Terms sheet, and the promise of a meeting. This has not transpired.</p> <p>It is difficult to understand what the HoTs and Key terms sheet refer to (the extent of land required). In signing the HoTs, the land owner would be signing away the rights to their property for no money.</p> <p>The HoTs seem to breach the HRA. • The total working width of land is 25m. Rail and road constructions are required to work within pre-set limits. Why is this not the case for electricity lines?</p>
<p>Mr S & Mrs P Medland Llwyn Walter Alltwalis Carmarthen SA32 7EA</p>	C205	No poles	<p>CR105: Possible to protect water supply WPD: Pole to be cast in a polueurathane sleeve to eliminate potential for contamination.</p> <p>Engagement from WPD has been poor, particularly regarding her concerns over her Water Supply.</p> <p>Where will the poles be stored? If they are close to 170 to 171 it would be better to place them elsewhere, as they have a strong smell.</p> <p>Mr Medland was initially told that it was unlikely that access through her property was necessary. Now Mr Buxton noted that access to pole 169 was necessary. It was as alternative access, and only Land Rovers with trailers would use it.</p> <p>No undertaking that any repairs to roadway and yard would be paid for by WPD should damage be caused.</p> <p>HoTs inappropriate. They required entire property demise when WPPD only need specific ingress/egress to pole 169 and no other pole.</p> <p><u>NB</u></p> <p>The Applicant has clarified that the access over Mrs Medland's property is</p>

		<p>for maintenance and inspection only, not for construction. This is shown in the CEMP [REP4-026].</p> <p>I have tried to communicate this with Mrs Medland by e mail and by phone. I have been unable to speak to Mrs Medland for over two weeks.</p> <p>I have assumed all water quality concerns have been met following a meeting with Mrs Medland which WWPD would not pay me to attend but agreed the standalone fees for Mrs Rentmores' land agent.</p> <p>I eventually spoke to Mrs Medland's today in the car at 3.00pm [29/03/2016] and she still has major concerns about the revised demise area and sounds very confused. Mrs Medland has suggested that Mr Buxton has not taken on board the LO concerns addressed to him. I cannot comment as I was not paid to be present at the meeting although I did provide a plan highlighting the correct boundaries of the LO property interests. It is still wrong accordingly to the LO. I told Mrs Medland to go onto PINS and search the entry for Mrs Rentmore which might help her determine whether water quality issues have been addressed as I was not at the meeting but K Lewis was at Mrs Rentmores meeting with WPD. I have tried repeatedly to contact Mrs Medland tonight to discuss her problems but no response and so I am at my deadline and need to get this into PINS as I will not have the capacity to do this later on in the week. I will request Mr Buxton contact Mrs Medland.</p> <p>Mrs Medland has also previously written</p> <p><i>'I have received a letter from Mr Nick Buxton dated 12th February. In it he has confirmed that arrangements will be made by Western Power Distribution to have our water tested and monitored. If results prove that the poles have affected our water supply WPD and the</i></p>
--	--	--

		<p><i>environmental health officer will work with us to rectify the situation. I am pleased about this.</i></p> <p><i>On the question of access through our property when I wrote on 19th January I asked WPD to confirm that they only needed access to pole 169 because that was what Mr Buxton and Jocelyn Honeywood had both told me on separate occasions over the phone. Mr Buxton told me verbally quite clearly before the hearing last Wednesday morning, 10th February, that the construction site could be accessed from each end, and pole 169 accessed via a gap in the hedge from pole 168 so that the access through our property would not be needed, except after the construction phase for maintenance via a land rover and then on foot. In his letter he now says access could be through the hedge from pole 168, or via a track (which has a stony surface,) leading from below pole 170 to the gateway of the field where pole 169 is situated, or via our property, but only using land rover size vehicles. There is no mention of how many of these vehicles there will be or trailers behind these vehicles, but he has mentioned vehicles with trailers before. So I now feel that we are back to the beginning of the negotiation again and that what he has not said is more important than what he has said. For instance, are they planning to supply the entire route with materials via our property?</i></p> <p><i>I only want to know exactly what is planned, therefore I will put forward what I would like included in the key terms sheet.</i></p> <ul style="list-style-type: none"> <i>• An UNDERTAKING from WPD that there will be access via a specified roadway through our yard area. This will be the same width as the straight lengths of the unclassified Llwynwalter Road, with a slightly wider area on the bend into Llwyn</i>
--	--	---

		<p><i>Teg land. This will be for ingress and egress only in a landrover sized vehicle to pole 169 only. I would like the area shown on the WPD map to be narrowed to a road width as described above.</i></p> <ul style="list-style-type: none"> • <i>There will be no parking or storage of materials on our yard area because our neighbours have an identical right to pass through on the same area, and we often have animals here that need loading and unloading in the yard.</i> <p><i>I have been to see Mr Jones today in his office and he has kindly redrafted the map for me. Revisions include: -</i></p> <ul style="list-style-type: none"> • <i>The map of our water supply sent to me by Mr Buxton (enclosed) still includes part of Mr and Mrs Rentmore's property. I would like this taken off ASAP as I instructed Mr Buxton when he visited here to see the water supply the correct land boundary between us and our neighbour. I also said the same thing at stage 3 consultation and I was told the map would be changed to reflect the correct land boundary. Mr Jones has marked out the correct boundary to my property. I trust WPD will now effect the changes. The corrugated iron barns belong to a third party – THEY DO NOT BELONG TO ME.</i> • <i>The map does not show my springs (except the one that we did not look at as it is only in use in the summer and is not affected by the scheme). These have now been drawn in by us</i> <p><i>today - and I want the map to be accurate otherwise mistakes will be made. There is no 'area of concern' around pole 170. Please amend the plan.</i></p> <ul style="list-style-type: none"> • <i>There is no indication that it was agreed on site that pole 171 would be moved 5 metres downhill away</i>
--	--	---

			<p><i>from the spring. Please amend the plan.</i></p> <ul style="list-style-type: none"> • <i>There is no indication that it was also agreed that pole 170 would be moved 5 metres uphill away from the other spring. Please amend the plan.</i> • <i>I would like this agreement to be recorded so that the poles are not sited incorrectly.</i> <p><i>I am trying to save WPD from making expensive errors and causing us trauma through having no water.</i></p> <p><i>I have consistently tried to engage with WPD to this end. It does not seem that WPD are taking much notice of what I say and this does not inspire confidence in them. In fact, I am beginning to feel that they are bordering on incompetent and I would have expected more effective consultation and negotiation to have taken place. All of this could have been concluded months ago in my opinion, and saved me a great deal of time and frustration.</i></p> <p><i>It has only taken Mr Jones one afternoon of his time to fully reflect and change the plan to reflect my land interest and properly record the water features that affect my property and the water supply of my son and other neighbours who rely on this very important water source. Please amend the plan'.</i></p>
Mr & Mrs B & Y Kilkelly Lan Clyn Adda Alltwalis Carmarthen Davies [153,154], Reader [155]SA32 7DY	C208, C209, C211, C212, C213, C214, C215	Poles 170 – 181	<p><i>CR77, CR78 Position poles in boundary previously all single poles in fields. WPD: Poles 139.140,142 alongside hedges, poles 144 now H angle.</i></p> <p><i>I have been unable to speak to Mr and Mrs Kilkelly in the last 10 days but understand their generic concerns which are fully documented elsewhere.</i></p> <p><i>As I have been unable to understand whether any specific concerns have been addressed by their principle Land Agent I</i></p>

		<p>have therefore referred to PINS.</p> <p>Mr Buxton is quick to criticise BJP that we have not presented specific concerns of LO clients – but as I have previously stated if Mr Buxton were to meet LO's or read PINS he would fully appreciate the majority of BJP LO concerns which remains the complete lack of engagement between him/WPD and BJP.</p> <p>I understand the specific concerns of Mr and Mrs Kilkelly are contained in the deadlin5 letter to PINS which I have copied for WPD convenience.</p> <p>I can recall that at the HoT Meeting with Mr and Mrs Kilkellys principle Land Agent and Freedom, Paul Clough accepted that the concerns regarding HoTs were reasonable and he would report back to WPD. Since then, I understand from Mr and Mrs Kilkelly that there has been no response to the visit or further engagement with Freedom.</p> <p>Mr and Mrs Kilkelly state that there has been a lack of meaningful dialogue with WPD.</p> <p>Mr and Mrs Kilkelly have expressed their concerns about the extent of the demised area. They have stated that the easement strip is all that WPD need to carry out the development. There is no need to have legal rights over the whole farm.</p> <p>Mr and Mrs Kilkelly have also expressed concerns about the compaction damage to soil and the potential impact this will have on yields. I would also add as the second agent I have concerns as to the extent of tracking damage which will occur on the farm as the proposed working window to complete the development if the DCO is accepted is during the winter months. Do WPD propose a winter payment to reflect this additional inconvenience.</p>
--	--	--

		<p>For Mr Buxton's benefit, I attach the letter Mr & Mrs Kilkenny wrote on deadline 5 on the 17th February 2016</p> <p><i>With reference to the Compulsory Acquisition Hearing of the 10th February 2016 and the Issue Specific Hearing on the 11th February 2016 we like to inform you of the following.</i></p> <p><i>On the 12th January 2016 we had a Head of Terms meeting with Mr Paul Clough and his colleague, our land agent Mr Chester Master and Mr Iwan Jones from BJP in an advisory capacity. We discussed the contents of the Head of Terms and Freedom informed us that they would present this to WPD. Since this meeting Mr Chester Master has send to Freedom/WPD an amended version of the Head of Terms. Freedom has acknowledged receipt of this, but since then we have heard absolutely nothing.</i></p> <p><i>We have been informed by Iwan Jones of BJP that Bruton Knowles has changed their position on the demised area they want to use for construction. We are slightly optimistic that we are being listened to, finally. It is only by our contact with Mr Iwan Jones that we are kept updated of the developments. We are still very worried that communication is not really taking place with us or Mr Chester Master.</i></p> <p><i>We have been promised by Bruton Knowles that New HoTs would be issued together with new plans so we await these documents to appear, we cannot go forward before we receive these.</i></p> <p><i>Landowners Engagement Table 9.18.1 We have been made aware in the last Landowners meeting of the 15th February 2016 that WPD has issued an updated Table. We have checked this table and are worried that the contents are not quite correct for our entry no. 63. It is stated: 7.12.15: "meeting</i></p>
--	--	---

		<p><i>conducted with Agent (Iwan Jones) by Bruton Knowles to review Agents objection to Hot's".</i></p> <p><i>Iwan Jones is speaking for the group of Landowners, not for himself so the objections are not the Agent's ones, but the objection of the Landowners.</i></p> <p><i>We have send our land agent Mr Iwan Jones a list of our individual needs with regards to completing the HOT's with WPD. This to make sure that the Head of Terms are to our individual needs on top of the generic document. So this is still in progress.</i></p> <p><i>The Easement Strip at Lanclynadda is at least 8 consecutive fields long. This spans a large area of our grazing/silage. We firstly do not want WPD to start construction till the crop of silage has been harvested for that year. Once the work is underway, stock will be denied access to these 8 fields, so no grazing can take place. We will have a loss of being able to feed our stock.</i></p> <p><i>Secondly whilst working in the Easement strip and after completion of the works, the ground will have been considerable compacted. This results in poor grass growth and this strip will not be available for grazing by our stock. This will not only happen in the year that the construction is taking place but for 2 to 3 years after. We would WPD to take this into consideration.</i></p> <p><i>As we are a working farm with livestock, when construction by WPD starts, we need reassurance from WPD/their contractors that in case an animal is able to go onto our neighbour's farm because of opening of a hedgerow, there will be policies and measures in places to prevent this. We also need WPD to look at damage this can cause if an animal is a danger to its surroundings i.e. a straying on a road. Animal movement requirements of the Welsh Government</i></p>
--	--	---

			<p><i>need to be taken into considerable consideration and should really have a place in the DCO/Environmental Management Plan (risk assessment and surveys). To leave this in the hands of contractors would be inadequate.</i></p>
--	--	--	---

BJP understands that compulsory acquisition rights may be given where then all reasonable alternatives have been explored. In the view of BJP, they have not in all instances agreed the route alignment of pole type without with LO consultation., Eagle [127,128] and James [93] are good examples.

WPD states there has been extensive engagement and negotiations between the parties to discuss route alignment and modifying the HoT documentation so that both parties can reasonably enter into an agreement. This is factually not true.

The dialogue with all BJP has been minimal. A formal request was made by BJP for meetings to take place in November 2015. WPD failed to respond to this formal request for HoT meetings.

Limited direct negotiations have been attempted between BJP and WPD. 5 meetings respectively on 3 land holdings. This is the total extent of WPD engagement.

The only relevant and meaningful dialogue/meeting I can report to the Inspector has been the meeting with Reader [155] and Davies [153,154] to discuss route alignment. I understand that there was a meeting with Medland [C205 - No Poles] to discuss private water supply. WPD would not pay standalone fees for BJP to represent Mrs Medland [C205 - No Poles] but on the same day agreed to pay standalone fees for Mrs Rentmore for her retained agent Katherine Lewis. This is a perfect example of client disenfranchisement and double standards.

I have requested on several occasions face to face meeting Bruton Knowles to deal with Bjp. Bruton Knowles state that such meetings are not required.

The Updated Land Owner Engagement Table and Engagement Between WPD/BK & BJP is wrong in many instances and is also misleading. The Updated Land Owner Engagement Table implies there has been meaningful engagement between the parties. There has not been the case as is evident in the landowner engagement table noted above for all BJP clients.

The Updated Land Owner Engagement Table implies that WPD have been in constant dialogue with BJP and Landowners to resolve issues between the parties. They have not.

BJP has constantly requested engagement including

1. Changes to the line imposed on landowners without consultation and substitution of single poles with H poles.
2. Explanation why H Poles have been introduced to the development when all BJP Landowners have never requested H Poles, when some Los requested changes at stage 3.
3. Stage 3 has provided no LO consultation whatsoever as evidenced with single pole/H pole substitution and no consultation between WPP and the LO on route alignment.

4. Consultation the opportunity to share their final design with Land Owners, which took into account all the views gathered at that point should have been taken prior to the design being submitted for examination.
5. Requirements to the HoT to include modification to the wording of the Injurious Affection wording. This wording does not recognise the wording contained in the landowner's pack.
6. Modification of the demise area required for the development. BJP have received a revised demise plan for two property owners but the revised demise plan remains unacceptable to both landowners. At the writing of this letter we are still not in receipt of the revised demise plan for all 26 LO's.

PINS Requirements

1. The applicant should seek to acquire land rights by negotiation wherever possible. BJP clients are willing and able to negotiate but WPD have made no direct effort to engage and understand my clients generic and specific concerns.
2. Whilst BJP acknowledge that this is a linear scheme BJP does not believe the extent of the scheme or BJP clients reasonableness would negate private agreements being reached subject to specific HoT meetings. There have been no outlandish requests or ransom demands from BJP clients just reasonable reassurances that the scheme will not impinge on BJP client's ability to enjoy the quite enjoyment of their retained property.
3. WPD have never explained the requirement to BJP and LO in all cases the need for a whole farm demise. WPD have now accepted late into the process that a whole farm demise requirement is disproportionate to the applicant's needs. However, WPD still insists on a demise area which remains disproportionate to the development requirements. BJP will accept an easement area [although this is not strictly required]. Perfect LO examples where such a wide demise is not acceptable or proportionate. The following four examples are the most ludicrous examples of a farm wide demise requirement and include the following landowners: -
 - Mr & Ms WDI & GG Gibbon Garreg Farm Kidwelly Carmarthenshire SA17 4RA [oversail only – no poles].
 - Hugh & Margaret Joy Davies Nant Farm Llangunnor Carmarthen SA32 8AA [two stays – no poles].
 - Mr S & Mrs P Medland Llwyn Walter Alltwalis Carmarthen SA32 7EA [access only – no pole].
 - Mr & Mrs LET Birch Derlwyn Cottage Alltwalis Road Alltwalis Carmarthen SA32 7DZ [access only – no poles].
4. The argument that WPD need Compulsory Rights are flawed. If WPD were to rely on compulsory rights they should have made the appropriate effort to negotiate with landowners with speed and efficiency in a sensitive and transparent manner. If LOs had been so unreasonable then BJP would accept the need for Compulsory Rights especially as is the case for linear developments. BJP have not been unreasonable and no unreasonable demands have been made by BJP on behalf of LO's
5. The table of correspondence which BJP have previously uploaded to PINS clearly shows the veneer of the engagement or lack of engagement as is the case that WPD have used in the process and it is apparent that WPD have paid lip service to LO concerns in the knowledge that they expect to gain a DCO.

6. All BJP clients have actively engaged. Where there were initial cases of landowners not allowing WPD onto their land [all cases before BJP involvement] this was quickly corrected and an open door policy was adopted subject to agreed appointments which were broken on a number of occasions.
7. It appears to BJP that WPD have engaged in a most superficial and tick box manner as it is apparent that WPD believe that they will achieve their DCO and fall back Compulsory Acquisition Powers and have never felt the need to bother with a proper engagement process.
8. It appears that the applicant believes it can rely on Compulsory Acquisition powers which entails a power to dictate terms and not engage properly to conclude a negotiated settlement. The Public Interest only needs to be served by Compulsory Acquisition if a landowner does not negotiate in a genuine attempt to reach a settlement with WPD. There is no evidence as far as BJP are concerned that this is the case. All BJP clients have been keen to reach a settlement based on suitable terms which the redrafted HoT does not provide.
9. We believe that the Scheme will have a significant effect on BJP client's human rights as the scheme proposed by WPD is not proportionate to the land rights which are reasonable required for the development proposed.

WPD Explanatory Memorandum March 2016
Brechfa Forest Connection Development Consent Order Application - Reference
EN020016
March 2016 The Infrastructure Planning (Applications: Prescribed Forms and
Procedure) Regulations 2009 Regulation 5(2)(c)

Schedule 3 (Requirements): -

1. *Requirement 2 (Time limits) provides that the authorised development must commence within 5 years of the date of the order.*

Please add to the HoT document. [Yes I accept this is a new request – but it is not unreasonable].

2. *WPD - Requirement 3 (Compliance with approved details) provides that the authorised development shall be carried out in accordance with the design drawings within the limits of deviation so as to allow the necessary but proportionate degree of flexibility in the construction of the important and nationally significant infrastructure project.*

The total working width of land required for overhead lines is 25m. This enables the Applicant to deviate the line 5m either way from the centre line, and a working width of 15m. The structure is 5m wide (including poles and hangers) and allowing a cable swing of 5m either side, and a deviation of 5m either way (therefore equalling 25m).

If the DCO is now so rigid what was the point in meeting Davies [153,154] and Reader [155] or is this just a sham to show the Inspector that you have **ENGAGED** with LOs.

In the meeting between WPD and Davies [153,154] and Reader [155] on Friday 4th March 2016, Avril Davies [153,154] asked Mr. Kenyon why WPD had not engaged with landowners at the very beginning of the project and had face to face meetings with landowners to discuss the best possible route for WPD to take the proposed line

as landowners know their own land as the majority of them work or walk their land every day and have done so for many years and they know the bad or difficult areas. He replied that at the first consultation meeting that we went to at Waunifor, Maesyrcrugiau, Nr Pencader on 5th March 2014 that she wanted the whole project undergrounded and at Stage 3 consultation meeting at Peniel School on 16 December 2014 that she had stated that if the cables were not to be undergrounded that ant poles that were going on our land that they should be erected as near as possible to the hedge boundaries to which they agreed to. In our case they did not take any notice to what they promised anyway. However, what Mr. Kenyon did say that, in hindsight, they (WPD) should have engaged and consulted more with landowners in the very beginning then the project would have progressed more smoothly.

3. ***Requirement 5 (Restrictions on limits of deviation) provides that (with the exception of pole 203) no pole shall move more than 5m from its location shown on the works plans. It further provides that the line will not move outside the limits of deviation. Paragraph (3) provides that there shall be no deviation of poles 126, 127, 128 and 154, 155 from their positions or access to those poles without prior written consent of the relevant planning authority. Paragraph (4) provides that pole 76 shall not be deviated closer to Bryn Meusydd than shown on works plan A/WP/PS/7.***

Deviation is requested for Davies and Reader as per previous meetings. Deviation is requested by other BJP clients and LO meetings are required to achieve this requirement.

Please refer to the above. I understand that Davies [153,154] and Reader [155] have not heard from WPD regarding line alignment.

4. ***Requirement 7 (Protection of private water supplies) provides that the underground sections of poles 170, 171 and 172 shall be placed within a concrete sleeve. The purpose of this Requirement is to protect adjacent water supplies.***

I am waiting a response from Medland [C205 - No Poles] regarding a meeting between WPD and the LO. BJP were not at the meeting as a standalone fee could not be agreed and was not offered. A standalone fee was offered to the agent of Mrs Rentmore.

5. ***Requirement 15 (Habitat management plan) provides that no stage of works in areas identified in the submitted habitat management plan shall commence until a final habitat management plan has been submitted to and approved by the relevant planning authority. The requirement further provides that the authorised development will be implemented, maintained and monitored in accordance with the final habitat management plan. The plan will be reviewed for a period of up to 5 years by the undertaker, in consultation with the relevant planning authority and no recommendations or modifications can be implemented without their written agreement.***

There is no consultation on TB. The HoT needs to reflect appropriate access requirements.

6. ***Requirement 16 (Trees to be affected) provides that a protocol will be prepared, submitted and approved by the relevant planning authority for the identification of trees to be affected by the authorised development.***

There is no consultation on Tree removal for individual LO. This needs to be discussed in LO meetings and specimen trees need to be identified and compensated. Not all BJP LO clients are farmers.

7. *Requirement 22 (Restoration of land used temporarily for construction) provides that any land within the Order limits which is used temporarily for construction is to be reinstated to its former condition, or such condition as the relevant planning authority may approve, within 6 months of completion of the construction of the authorised development, or such further time as may be approved in writing by the relevant planning authority.*

There has been no consultation on Record of Condition requirements. When will these be undertaken and by whom.

Planning Act 2008 - Hinckley Point

AGENDA ITEM 7

TO ESTABLISH A COMPELLING CASE IN THE PUBLIC INTEREST FOR THE LAND TO BE ACQUIRED COMPULSORILY; INCLUDING:

- Having regard to section 122(3) of the PA 2008 is there a compelling case in the public interest for the land to be acquired compulsorily? •
- The need in the public interest for the project to be carried out.
- The private loss to those affected by compulsory acquisition.
- Where does the balance of the public interest lie?

The Applicant notes that in the Hinkely C decision the Secretary of State accepted that the national need was a weighty material consideration in their decision to make the DCO. The SoS also recognised the engagement process was completed by the applicant.

AGENDA ITEM 8

TO ESTABLISH THAT ALL REASONABLE ALTERNATIVES TO COMPULSORY ACQUISITION HAVE BEEN EXPLORED; INCLUDING:

- What consideration has been given to all reasonable alternatives to compulsory acquisition?
- Whether there are any lesser steps that could meet the identified need?
- Acquisition by agreement
- The use of alternative methods to achieve the required control over land.
- A significant number of HoTs have now been signed.

BJP does not accept that WPD have qualified this test. BJP have requested from a meeting with WPD/BK on the 6th December a proportionate shrink to fit to limit the land requirement in the name of proportionality which WPD has at last accepted. WPD however still have not accepted revised demise areas based on reasonable proportionality based on the draft Reed/Howells revised HoT.

The revised HoT when received will require LO consultation with an appropriate individual landowner meeting with WPD which will facilitate HoT signature including redrafting as set out by BJP.

WPD have stated that a significant number of HoTs are signed but a proportionate number of these including LO with no poles [over sailing only], no property interest on the land or where there is only underground cable. Several LO have also not considered professional advice before HoT signature.

AGENDA ITEM 9

TO ESTABLISH THAT THE PROPOSED INTERFERENCE WITH THE RIGHTS OF THOSE WITH AN INTEREST IN THE LAND IS NECESSARY AND PROPORTIONATE.

Please refer to BJP previous comments regarding appropriate demise plans.

HUMAN RIGHTS ACT

ARTICLE 1 AND ARTICLE 8 OF THE EUROPEAN CONVENTION ON HUMAN RIGHTS'

BJP does not accept the HoTs for the linear project at Brechfa are consistent with those required for the development with particular reference to the disproportionate easement area. The HoTs as set out infringe the Human Rights Act. Whilst no LO is required to sign them if the HoT is not proportionate to the requirements WPD require for the development then CA Powers will be perused which may disenfranchise LO interests. The HoTs should be fit for the purpose and be so designed that allows all LO to sign the HoT document without recourse to compulsory acquisition.

The current demise plan and proposed modified demise plan remain a significant breach of LO Human Rights and prevent a LO from freely entering into the agreement which would breach the Human Rights Act.

HoTs are a package of terms agreed between the parties. They are summaries of terms which the Solicitors can then produce legal documents around. These are important documents in their own rights especially if they are time sensitive in cases where monetary payments are linked to the HoT document. BK appear not to accept this.

ARTICLE 20 OF THE EUROPEAN CONVENTION ON HUMAN RIGHTS'

Allows WPD to create and then acquire necessary rights. Article 20 (5) requires that the WPD may only acquire such rights as are necessary, and no greater extent of rights.

ARTICLE 21 OF THE EUROPEAN CONVENTION ON HUMAN RIGHTS'

Allows WPD to override interfering rights. The Article also provides that for any interference with such rights, the Applicant must pay compensation for such injurious affection.

WPD have failed to explain the process of injurious affection to landowners. In WPD literature Payment Instalments WPD state 'Balance of the payment on completion of the Easement and at the same time any additional payment for any injurious affection that has already been assessed and agreed'. The HoTs do not follow the same procedure that WPD have stated they would adhere to in their Guide to payments for landowners.

ARTICLE 24 OF THE EUROPEAN CONVENTION ON HUMAN RIGHTS'

Any private right or restrictive covenant which is inconsistent with the right being acquired may be extinguished by this Article. This may be a permanent or temporary right.

BJP argue that the current landowner requirement is not proportionate to the development needs.

ARTICLES 28-29 OF THE EUROPEAN CONVENTION ON HUMAN

Grants the power to exercise rights temporarily over land.

The rights to be acquired need to be proportionate to the development in question.

Hinkley Point

The Order limits of the DCO establish the extent of the land affected by the proposed development along the corridor route. The typical width of the Order limits along the overhead line sections of the route corridor was 80m for a 275kV development. The Brechfa connection proposes a 132 kV line so the Order limits requirements should be proportionate to that development.

In most instances the Applicant would only require permanent rights to access and maintain the development over a corridor width of 25 meters. BJJP LO Clients are willing to accept an additional easement area to be agreed but which in the view of the LO needs to be no more than about 40 – 50 meters.

In Hinkley BJP are aware the Applicant took a number of steps to ensure its approach to land acquisition and the exercise of compulsory powers in respect of each plot and each individual Affected Person was proportionate and would not give rise to interference with private rights beyond what is absolutely necessary to deliver the proposed development. These steps were explained in the document brief and included keeping the areas of land affected to a minimum and engaging with all persons with an interest in land affected with a view to reaching a voluntary agreement.

BJP LO clients have not experienced this approach at Brechfa. Siting of poles should have been agreed or at least discussed at Stage 3.

CONCLUSIONS

The overhead line as planned by WPD will have significant injurious affection on many of the LO retained property. WPD have failed to negotiate with BJP in respect to land interest acquisition and the procedure adopted by WPD is not commensurate with guidance statements issued by DECC. The process recommended by the DECC has not been reflected in the compensation schedule proposed by WPD. In most cases the use of compulsory powers to install a new electric line requires the acquiring authority/electricity companies to try to negotiate a voluntary wayleave or an easement with landowners and/or occupiers of land before invoking more formal processes. There has been limited or no engagement process [not just LO represented by BJP] and WPD have not followed the guidance as proposed and set out in their own documentation.

In addition, by procedurally failing to agree times and dates for negotiations and by only agreeing to the payment of professional fees on a conditional basis, when signature of Deeds of Easement / Grant are attained that disallows objective professional representation, we again respectfully opinion that Western Power Distribution and its representatives are acting ultra vires, are Wednesbury unreasonable and in not allowing landowners to have the right to be heard in a negotiation prior to the commencement of compulsion proceedings in breach of natural justice.

BK have stated that they will park all claims for IA until after the DCO decision. WPD have failed to adhere to the stated intentions contained in their own land owner packs and have not used the wording of AI provisions as stated in the published LO Packs: -

The Landowners Pack States

'Balance of the payment on completion of the Easement and at the same time any additional payment for any injurious affection that has already been assessed and agreed'

WPD have not provided any mitigation advise in respect to TB which a LO brought to my attention late in the process but which I raised in the Public Enquiry.

WPD have not made any statement in respect to survey payments or proposals to redress the in balance of survey payments made to some landowners and not other landowners. All LO's should be treated the same.

BJP request of the Inspector that the scheme as proposed by WPD based on the poor engagement process to date and the lack of proportionality reject the request for Compulsory Acquisition rights in the current application.

The interference of LO rights would be further and improperly affected by enabling the Applicant to bypass negotiations and this is not presently justified even at this very late stage in the process where WPD have now accepted the need for proportionality and have at last made some modifications to the demise land area requirement.

The evidence to date is that the parties are unable to come to a negotiated conclusion until appropriate Land owner meetings are conducted and concluded with WPD and appropriate HoT documentation is recognised by WPD to enable all BJP LO clients to sign the document.

The application for Compulsory Acquisition is currently premature and further engagement needs to be agreed between LO's and WPD.

I trust this clearly sets out the LO position of all 26 landowners represented by BJP.

**IAR Jones BSc MRICS FAAV
BJP
104 Lammas Street
Carmarthen
SA31 3AP**

28th March 2016

UPDATE

Dear Kathryn

No response has been received from WPD regarding the contents of this e mail. This is disappointing. This continues the theme of non-engagement evident in the process.

Yours Sincerely

**IAR Jones
BJP**

2nd March 2016

Email To Andrew Hubbard & Nick Buxton

Dear Both

I write to confirm that I have now had the opportunity of considering the Master Landowner Communication Table between the parties pertaining in particular to BJP retained clients and WPD via their agent Freedom and Bruton Knowles.

It has come to my attention from landowners this morning, two in the cattle market and from phone calls elsewhere that there is reference to a land boundary dispute between the parties. This is relevant between: -

1. Mr and Mrs Bowen of Lan Farm and Mr and Mrs Evans of Capel Farm. My clients and I are currently unaware of any current boundary dispute.
2. Mr and Mrs Jones of Penyfedw farm and their neighbour. My clients and I are currently unaware of any current boundary dispute although I wrote regarding boundary identity but I am not aware that this was a boundary dispute. Please clarify.
3. Mr and Mrs Reader and their neighbour, Mr and Mrs Davies - I understand that Mrs Reader has already written to you expressing concerns that a previous boundary issue between the parties is being ignited. My clients and I are currently unaware of any current boundary dispute.
4. Mrs Medland and her neighbour. I am aware that there are existing tensions regarding the boundary and this e mail is clearly unhelpful.
5. Messrs James of Awelfryn and their neighbour, Mr Thomas. There are existing tensions regarding the boundary and this e mail is clearly unhelpful based on the position of a H pole in my client's land without his knowledge or engagement before his previous land agent was sacked.

In all matters, there are current issues pertaining to the boundary between these parties and it is therefore incumbent on WPD to ensure that the Master Landowner Communication Table is proper and fit for publication.

You cannot go around accusing landowners of having boundary disputes if there are none.

I am concerned that the document is not fit for purpose and will therefore need to be withdrawn and reissued.

In particular, I would also confirm my concerns regarding particular comments made pertaining to the land agent acting for retained BJP clients. For instance, in respect to Mr and Mrs Bowen of Lan Farm,

Idole, Carmarthen, Carmarthenshire SA32 8DE and Mr Rhodri Howells of Pentremawr Farm there is reference to the Heritage Surveys conducted on both these properties.

As you are aware, access was provided to the survey team and on both occasions there was an agreement that the landowner would be paid £250 for the survey data obtained on those surveys. I note similar Heritage Surveys elsewhere but no matching payment to the landowner of similar consideration. Why is this?

I note that you have omitted reference to these payments and these should be inserted so that you are fully transparent and for all landowners to be fully aware of payments which have been made for surveys to some landowners but not to others.

I have requested elsewhere that surveys should be paid in particular for intrusive or historic surveys. Please advise.

There is president that all BJP clients who have been the recipient of historical surveys or other invasive surveys should be paid and we would ask that the communication table be reviewed by WPD to include the relevant information concerning these payments so that it is fully transparent to all parties concerned.

I note that there is an insert of the email of the 18/07/2014 with reference to a telephone call to the Agent (BJP) and reference to there being no responses. It would appear that this reference has been inserted in a significant number of BJP client communication table and seems to suggest that I have not been engaging with WPD. Again, I would respectfully request that WPD realign the correspondence so that it addresses any particular client that this refers to and is not a generic list to insert into all client email communication.

My assistant and I am unable to find emails relating to 23/07/2015, 24/07/2015 or 19/06/2015. Please provide as a matter of urgency.

Regards IAR Jones
Signed & Dictated In The Writers Absence