

REPORT OF ENVIRONMENT WORKING GROUP MEETING

Date of Meeting: Friday 20th September, 2019

Agenda

1. Apologies for Absence
2. Matters arising from meeting held 24.04.19
3. Pontyclun Community Garden - Letter of Agreement
4. Pontyclun Environment Group - Lease/Tenancy of Land at Brynsadler Mill
5. Entrance Gate - River Walk – Land at Brynsadler Mill
6. Environment Wales Act 2016 - Community & Town Council's duty - Section 6
7. A.O.B

Present :- Paul Griffiths, Margaret Griffiths, Mike Davies, Karan Lane, Sarah Jenkins (PEG), & Lisa Williams (PCG)

1. Apologies:- Gwyn Jackson & Anne Jackson

2. Matters Arising from Meeting 24.04.19 :-
 - . Draft Letter to Residents - Pontyclun Community Garden - No particular feedback reported but it was commented that general concern seems to be that no structures should be added to the current garden location. There are no plans for additional structures at present. Any additional demand in the future can be discussed as/if necessary.

 - 3. Pontyclun Community Garden - Letter of Agreement
 - . Discussions amongst members of the Garden Group have indicated a preference for the longer form of Agreement originally drafted as opposed to the suggested, more concise, Letter of Intent.

 - . The Working Group discussed the type of Agreement, and it was indicated that the Garden Group might be willing to reconsider the Letter of Intent if it was re-titled as a 'Letter of Agreement'. This would make it clear that an Agreement has been reached between the Garden Group and the Council, rather than the implication being that there was a mere intention of an Agreement.

 - . Lisa agreed to go back to the Garden Group to discuss further:
 - (i) whether the Letter of Intent will be acceptable so long as it is titled as a 'Letter of Agreement'; or
 - (ii) whether the Garden Group would prefer to enter into the long form of Agreement that was first proposed.

 - . The point was made that the reasoning behind the more concise Letter of Intent/Agreement is to avoid the necessity for either party to have to engage in time consuming, and potentially expensive legal advice.

 - . Lastly, Lisa raised the point that the Garden Group will require evidence of RCT Council's consent to the proposed Agreement.

4. Pontyclun Environment Group - Lease/Tenancy of Land at Brynsadler Mill

. Some amendments to the draft lease were discussed, primarily :-

- (i) It is recommended that the Community Council agree to deletion of Clause 5 of the draft Lease which is as follows :-

“Payments

The Tenant shall pay the costs and expenses (assessed on a full indemnity basis) of the Landlord, including any solicitors’ or other professionals’ costs and expenses and whether incurred during or after the end of the term, in connection with or in contemplation of the enforcement of the tenant covenants of this lease and with any consent applied for in connection with this lease, and the preparing and serving of any notice in connection with this lease under Section 146 or 147 of the Law of Property Act 1925, or taking any proceedings under either of those sections, notwithstanding that forfeiture is avoided otherwise than by relief granted by the Court.”

- (ii) Clause 7.2 should have an additional paragraph (d) that the Tenant shall not;

“erect any structure on the Property without the Landlord’s consent”.

- (iii) It is recommended that the Community Council agree to deletion of Clause 7.4 of the draft Lease which is :-

“The Landlord may enter the Property to inspect its condition and may give the Tenant a notice of any breach of any of the Tenant covenants in this lease relating to the condition of the Property. The Tenant shall carry out and complete any works needed to remedy that breach within the time reasonably required by the Landlord, in default of which the Landlord may enter the Property and carry out the works needed. The costs incurred by the Landlord in carrying out any works pursuant to this clause 7.4 (and any professional fees and any VAT in respect of those costs) shall be a debt due from the Tenant to the Landlord and payable on demand. Any action taken by the Landlord pursuant to this clause 7.4 shall be without prejudice to the Landlord’s other rights, including those under Clause 13”

- (iv) It is recommended that Clause 7.5 be deleted, as the additional Tenant’s covenant mentioned at (ii) above should be inserted instead. Clause 7.5 says;

“The Tenant shall not make any alteration or addition to the Property, or install or erect any equipment, buildings or other structure on the Property without the Landlord’s prior written consent such consent not to be unreasonably withheld, and the Tenant shall, at the Landlord’s request and at the Tenant’s cost, remove the Tenant’s installations and erections at the end of the Term and make good any damage caused to the Property by that removal”.

- (v) Clause 8(f) to be deleted. This clause states that the Landlord shall :-

“ (f) prevent or manage erosion of the river bank of the river running through the Property.”

. Lastly, it was suggested that the Community Council’s insurance cover be checked with regards to the Tenant’s obligations at Clause 7.3. Margaret kindly agreed to check the insurance position. Update - Following the meeting, Margaret has confirmed the Council’s level of insurance cover to KL and Sarah. KL will follow this up with Sarah to check whether any concerns regarding the Tenant’s obligations remain.

Action

The Council to discuss and confirm whether those clauses referred to at points (i) to (v) above can be deleted/amended as suggested.

5. Entrance Gate – River Walk – Land at Brynsadler Mill

. Sarah raised the issue that a dog has sadly been killed close the entrance to the river walk, and it is suggested that putting an entrance gate at the river walk should in future help prevent dogs running into the road from the walk entrance. The Working Group discussed this and agreed a gate was a good idea. Sarah agreed that PEG would deal with erecting a gate. A “natural” wooden gate might be possible, and would be in keeping with the river walk site.

6. Environment Wales Act 2016 - Community & Town Council's duty - Section 6

. The first Appendix to this Report gives an outline of the obligations upon the Community Council under the provisions of Section 6 of the 2016 Act. You will note that Julius will need to submit a report confirming how the Council meets its Section 6 obligations.

. The first Appendix also notes the action that the Council currently takes which meets the Section 6 obligations.

. The Working Group agreed that the Council is in fact currently meeting the Section 6 obligations well. Julius had, prior to the meeting, discussed with KL that he could complete the required report on the basis of what we are currently doing, and confirming we will continue in the same way going forward. We can, in particular, stress our involvement with external groups (e.g: Garden Group and PEG).

. Update - Since the meeting, Margaret & Paul have kindly prepared a draft S:6 Report which is attached as the second Appendix to this report.

Action: The Council to consider and confirm that the draft S:6 Report can be submitted on behalf of the Council.

7. A.O.B

. Sarah raised one point of other business, which was use of the flower bed at the Hollies. There are 3 Holly trees planted, but no flowers planted at present. Sarah queried whether there were any plans for the flower bed e.g: planting perennials?

Action: Karan agreed to raise this query with Julius.