

## **REPORT OF ENVIRONMENT WORKING GROUP MEETING**

**Date of Meeting: Monday 30th November 2020 - 6PM**

### Agenda

1. Apologies for Absence
2. Pontyclun Community Garden -
  - (i) Letter of Agreement
  - (ii) Water Butt & Compost Bin
  - (iii) Payment towards Shed
3. Pontyclun Environment Group - Lease of Land at Brynsadler Mill
4. A.O.B

Present :- Paul Griffiths, Margaret Griffiths, Martin Ashford, Neil Holley, Karan Lane, Sarah Jenkins (PEG), Lisa Williams (PCG).

1. Apologies for Absence :- Jessie Longstaff (Keep Wales Tidy)

2. Pontyclun Community Garden Group -

(i) Letter of Agreement -

KL had e-mailed Lisa with some outstanding points to resolve before the LOA could be concluded. (e.g: the appropriate postal and e-mail addresses for the Community Garden Group needed confirming for inserting into the LOA).

Lisa advised that she has now had an opportunity to consider the points raised and will e-mail KL with her responses.

**Since the meeting Lisa has provided KL with a revised copy of the LOA with the information added.**

***ACTION: Council to confirm whether the Council agrees to sign the final version of the Letter of Agreement (See Appendix to this Report)***

(ii) Water Butt & Compost Bin -

The Clerk asked for the position of the Water Butt and Compost Bin to be raised at the Working Group meeting. Comments have been received from neighbouring occupiers concerning the Compost Bin, and there is a concern that keeping the Water Butt and Compost Bin in place could potentially cause future complaints from neighbours. The Clerk raised the question of whether these two items were still needed by the Garden Group or could they be removed? If the park edge by the Community Garden is cut back these items will be more visible.

Lisa confirmed that the Garden Group do not need these two items to remain. Lisa also confirmed that the Garden Group can/will deal with the removal of the items.

(iii) Payment towards Shed -

The Garden Group have queried whether they need to make the payment of £400, which was agreed in 2018 they would pay as their contribution towards the cost of the shed. At the time the contribution was agreed it was anticipated that the Community Garden would have use of the shed, but Lisa advised that this is no longer the case. (e.g: the use Community Garden is being put to has changed to hopefully be more acceptable to neighbours (less maintenance required etc), and so the anticipated use of the shed has not been needed. Given that a formal decision was made in 2018 with regards the 2018 contribution, this matter needs to come back to the Community Council.

***ACTION: The Working Group recommends that the £400 contribution need not be paid by the CG in the circumstances. Council to decide whether or not it agrees with this recommendation.***

### 3. Pontyclun Environment Group - Lease of Land at Brynsadler Mill

Sarah raised concern over the continued delay in concluding the proposed Lease and KL apologised for any delay caused on her part.

Sarah advised however that one further point has come to her attention on the draft lease provisions. Clause 6.3 (c) of the lease currently puts an obligation on the Environment Group to;

*"maintain the boundary post & wire fence between the Property & the adjacent meadow land"*

Sarah has requested that the lease be specific about the obligation for replacement of the post & wire fence. Sarah considered that this obligation should be the Community Council's. The Working Group recommends that Clause 6.3 (c) of the lease be amended as follows;

*"**routinely** maintain the boundary post & wire fence between the Property & the adjacent meadow land **PROVIDED THAT the Landlord is to be responsible for replacing the post and wire fence as and when replacement is necessary from time to time**".*

Both the Community Council & PEG wish to complete the Lease before Christmas.

***ACTION: The Working Group recommends that Clause 6.3(c) be amended as suggested above. The Council is to decide;***

***(i) Whether it agrees that the Community Council should be responsible for replacing the post & fence as/when required, and***

***(ii) If so, does the Council agree the recommended amendment to Clause 6.3(c) above?***

### 4. A.O.B

- (1) Sarah raised the issue of the position of "For Sale" signs at the land at the entrance to the Hollies. Members of the PEG have commented that these signs are an eyesore. Sarah asked whether the Community Council could do anything to remove the signs? Sarah commented that she thought that the Community Council had a policy in the past of removing such signs. Sarah has had previous feedback on this issue that the signs are placed at the side of the bridge as a safety measure, but this is unclear. The Working Group agreed to raise this query with the Clerk.

***ACTION: Could the Clerk please consider this query and respond to Sarah?***

- (2) Margaret raised that there is small triangle of land in Miskin, to the east of the Miskin Arms (on the right walking from the monument towards Hensol Road) which is unregistered. Ownership of the land is unknown but it seems the land is not owned by either RCT or the Community Council. However, the Council has taken some responsibility for maintaining the land in the past, and so arguably it is not unreasonable that those living in the area will assume that the Community Council will continue to take some responsibility for the land. Margaret specifically advised that there is a large beech tree on the land which is likely to prove an onerous responsibility going forward.

Margaret proposed that it would be worth investigating the matter of ownership to see if any information can be gained, and worth checking Community Council records for any available details of the past level of expenditure by the CC for maintaining the area of land. This information will hopefully help with any future decision on the extent of responsibility (if any) the CC wishes to take on going forward. The Working Group agreed to put this proposal to the Community Council.

***ACTION: Does the Council agree that the Clerk should take steps:-***

***(i) To investigate ownership of the land to see if any information on legal ownership is available? and***

***(ii) To check Community Council records for details of any previous expenditure for the land.***