

REPORT OF ENVIRONMENT WORKING GROUP MEETING

Date of Meeting: Wednesday 11th December, 2019

Agenda

1. Apologies for Absence
2. Matters arising from meeting held 20.09.19
3. Pontyclun Environment Group - Lease/Tenancy of Land at Brynsadler Mill
4. Keep Wales Tidy - Introduction/discussion 2020 - Jessie Longstaff
5. Pontyclun Community Garden - Letter of Agreement
6. A.O.B

Present :- Paul Griffiths, Anne Jackson, Mike Davies, Neil Holley, Karan Lane, Sarah Jenkins (PEG), Jon Levy (PCG), and Jessie Longstaff (Keep Wales Tidy)

1. Apologies for Absence :- Gwyn Jackson & Martin Ashford

2. Matters Arising from Meeting 20.09.19 :-

None reported.

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

Sarah advised that the latest revision of the draft lease was agreeable save for a few last amendments that Sarah asked to be considered on behalf of PEG. The proposed changes are not onerous in nature and are as follows :-

- (i) **Clause 1.1** - Definition of "Third Party Rights" - "all rights, covenants and restrictions affecting the Property including the matters referred to at the date of this lease in the property register of title number CYM287353, **part of which is subject to Tree Preservation Order No 129.**"
- (ii) **Clause 6.3 (c)** - "maintain the boundary post and wire fence between the Property and the adjacent **meadow** land".
- (iii) **Clause 6.3 (d)** - "maintain the access **to the riverside** beach area of the Property".
- (iv) **Clause 6.3 (g)** - "will undertake **woodland clearance** e.g: coppicing of saplings, **removal of dead growth**, to promote **and optimise woodland health and biodiversity** in the wooded area adjacent to the highway known as Millfield".
- (v) **Clause 6.3 (h)** - "work with expert organisations/individuals (including but not limited to; **Llais Y Goedwig, Keep Wales Tidy**, and RCT Council Ecologist) to promote the diversity of flora and fauna at the Property".

Action: (i) The Council to consider the above proposed amendments and confirm whether the amendments are agreed.

(ii) If the above amendments are agreed, the Council to confirm that the Lease (appendix 5b, amended as suggested above) can be signed by the Council, and Pontyclun Environment Group, so that the Lease can be finalised.

Members should note that the main effect of the new lease is that going forward the Council would be responsible for the following 4 matters:-

- (a) manage, clear and remove mature trees from the Property, as required from time to time.
- (b) manage, clear and remove tree branches that overhang adjoining highways, as required from time to time.
- (c) maintain and manage the boundaries between the Property and adjoining highways.
- (f) control, so far as is reasonably possible, notifiable invasive species.

4. Keep Wales Tidy - Introduction/discussion 2020 - Jessie Longstaff

The Working Group were very pleased to meet Jessie Longstaff of Keep Wales Tidy. Jessie has been introduced to the Working Group by Sarah.

Jessie has held her current role at Keep Wales Tidy (KWT) since September 2019, and her role includes supporting schools, and Community Groups within RCT.

Jessie spoke about the type of work KWT do, which could help support our local Community Groups (such as PEG). For example:-

(i) KWT are planning a Spring Clean Cymru Event to run from 20.03.2020 to 13.04.2020. This planned event compliments the Spring Clun event which PEG plans for next Spring.

Jessie and Sarah have discussed how KWT could help PEG next year for example :

- . Assistance with path clearance at the land at Brynsadler Mill.
- . Assistance with clearance of barbed wire from the Brynsadler land.
- . Support helping PEG achieve the Green Flag award for the land at Brynsadler Mill.
- . Assistance identifying necessary works (e.g: remedial fencing work), and
- . Helping PEG to add the location details of the river walk on Google Maps.

5. Pontyclun Garden Group - Letter of Agreement - Update

Jon Levy kindly attended the meeting on behalf of Pontyclun Garden Group. Jon advised that the following amendments to the current draft of the Letter of Agreement are suggested by the group :-

(i) The area which the garden group are to occupy at Pontyclun Park to be referred to (defined) as "**the Land**" throughout the Agreement. At the moment the garden group area is referred to (defined) as "the Property" and the group considers that reference to "the Land" would better describe the situation at the Park.

(ii) **Clause 3(d)** - "to keep the Property clean, tidy and clear of **garden waste and materials**".

(iii) **Clause 3(f)** - "not to make any alteration or addition whatsoever to the Property **without the agreement of the Council**".

(iv) **Clause 3(h)** - "not to permit to be done, **or allow it's members to do** on the Property anything which is illegal or which may be or become a nuisance (whether actionable or not), annoyance, inconvenience or disturbance to the Council or any owner or occupier of neighbouring property".

(v) **Clause 3(n)** - "not to do anything on or in relation to the Property that would or might cause the Council to be in breach of the Council's covenants and the conditions contained in the Lease dated [] and made between (1) Rhondda Cynon Taff County Borough Council and (2) Pontyclun Community Council **a copy of which is annexed to this Agreement**". This amendment is suggested so that it is absolutely clear what covenants and conditions the garden group are to adhere to.

Action: The Council to consider the above proposed amendments and confirm whether the amendments are agreed.

6. A.O.B

None raised.