

Portfolio Holder for Housing and Countryside Services

Meeting Venue
**Video Conference Room - Neuadd
Maldwyn, Welshpool, Powys**

Meeting Date
Friday, 25 August 2017

Meeting Time
1.00 pm



County Hall
Llandrindod Wells
Powys
LD1 5LG

For further information please contact
Stephen Boyd
steve.boyd@powys.gov.uk

17 August 2017

AGENDA

1.	APOLOGIES
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2.	DECLARATIONS OF INTEREST
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3.	EXEMPT ITEMS
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The Monitoring Officer has determined that categories 1 & 3 of the Access to Information Procedure Rules applies to the following items. His view on the public interest test (having taken account of the provisions of Rule 14.8 of the Council's Access to Information Rules) was that to make this information public would disclose information relating to:

(i) information relating to a particular individual

(ii) information relating to the financial or business affairs of any particular person (including the authority holding that information).

These factors in his view outweigh the public interest in disclosing this information. Members are asked to consider these factors when determining the public interest test, which they must decide when considering excluding the public from this part of the meeting.

4.	LETTING OF CEFNHILN, BERRIEW
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To interview five candidates for the tenancy of Cefnhiln, Berriew.
(Pages 3 - 18)

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Sue Bolter
Pennaeth Adfywio, Eiddo a Chomisiynu
Head of Regeneration, Property & Commissioning

Adfywio, Eiddo a Chomisiynu
Regeneration, Property & Commissioning
Cyngor Sir Powys County Council

CONDITIONS AND PARTICULARS OF LETTING

CEFNHILIN, BERRIEW



County Farms Section
Powys County Council
Kirkhamsfield Depot,
Pool Road,
Newtown,
Powys
SY16 3AF

Tel: (01686) 611 812

Email: county.farms@powys.gov.uk

ESTATE DETAILS

With 141 holdings and land extending to 11,300 acres, Powys County Council's Farms Estate is the largest of its kind in Wales and the fifth largest in the UK.

The majority of the Estate lies in Montgomeryshire, although there are several estates in Radnorshire with further Holdings in Brecknock.

County Farms Estate holdings range in size from residential smallholdings to commercial farm units. In recent years the Estate has sought to increase the size of its core holdings by amalgamating certain farms, with the largest Estate farm now covering a combined area of 227 acres.

OBJECTIVES OF THE COUNTY FARMS ESTATE

The objectives of the County Farms Estate are:

- a) To provide opportunities for new entrants to agriculture and associated enterprises to initiate and develop businesses in rural communities with a view to moving into the owner-occupied and/or private rented sector.
- b) To maximise revenue income for Powys County Council through:
 - (i) Maximising rental income from property, with proper regard to legislation and prevailing market conditions.
 - (ii) Encouraging and supporting diversified and 'added value' enterprises on County Farms holdings.
 - (iii) Utilising redundant farm buildings for alternative commercial uses where possible.
 - (iv) Marketing of timber from farms and woodland.
- c) To support the wider economic, social development and environmental objectives of Powys County Council.
- d) To maintain and enhance the capital value of the County Council's assets, both in land and property.

CYNGOR SIR POWYS COUNTY COUNCIL

TO LET

CEFNHILIN, BERRIEW

1. GENERAL

Cefnhilin is an equipped Holding comprising a detached 3-bedroom house, a range of modern farm buildings with pasture and arable land extending in all to some 94.71 acres (38.330ha).

Whilst Cefnhilin is currently run as a dairy unit Powys County Council invites applications from those wishing to run either dairy or stockrearing enterprises from the Holding.

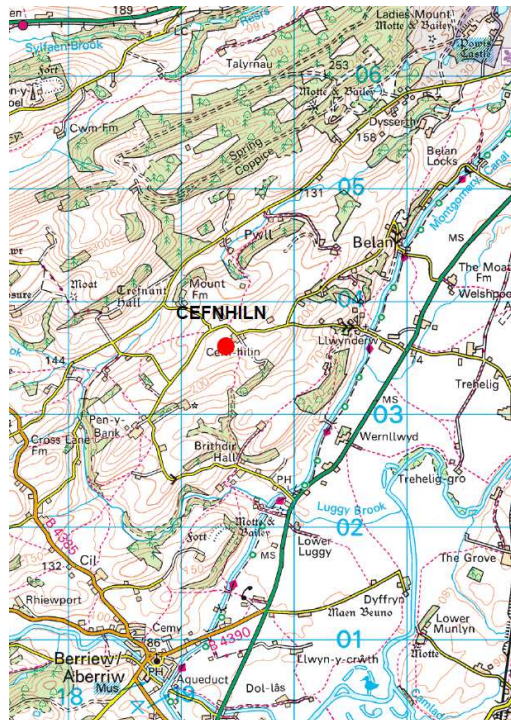
Cefnhilin is to be let under a Farm Business Tenancy for a term of 8 ½ years terminating in March 2026.

2. SITUATION

Cefnhilin is one of 4 holdings on Powys County Council's Brithdir Estate which extends in all to some 346 acres.

Cefnhilin is situated 3 miles north of the village of Berriew and 4 miles south of the market town of Welshpool. Berriew offers village amenities to include a primary school and village shop. Major services are available in Welshpool and Shrewsbury (18 miles).

Cefnhilin lies alongside a Council-maintained road and is accessed via a shared access track.



3. THE HOLDING

a) Farmhouse: ('A' on buildings plan below)

The farmhouse is a detached 3-bedroom dwelling of brick construction under a tiled roof, fully double-glazed and with oil-fired central heating and offering the following living accommodation:



Ground Floor

Rear door entrance to cloakroom with door to

Kitchen oil-fired Stanley range cooker providing heating and hot water, with door to

Dining Room, door to

Ground Floor Hallway with front door access, door to

Living Room with open fireplace

Stairs from hallway to

First Floor Landing with doors to

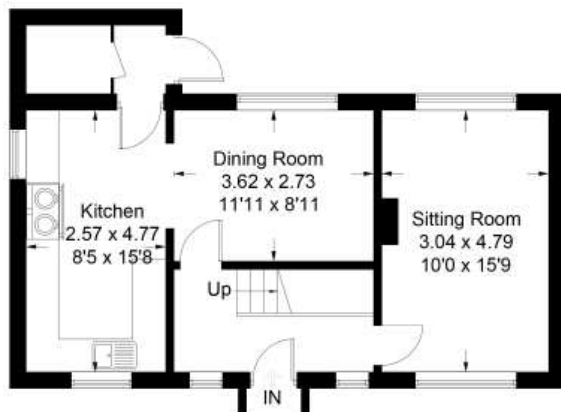
Bedrooms 1, 2 and 3

Further door to

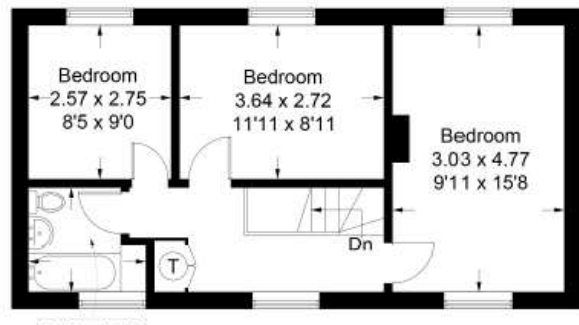
Bathroom with panelled bath, pedestal sink and WC,

To the outside:

To the front and side is an enclosed lawn area with a concrete path leading to the yard.



Ground Floor
50 sq m / 538 sq ft



First Floor
45.8 sq m / 493 sq ft

SERVICES

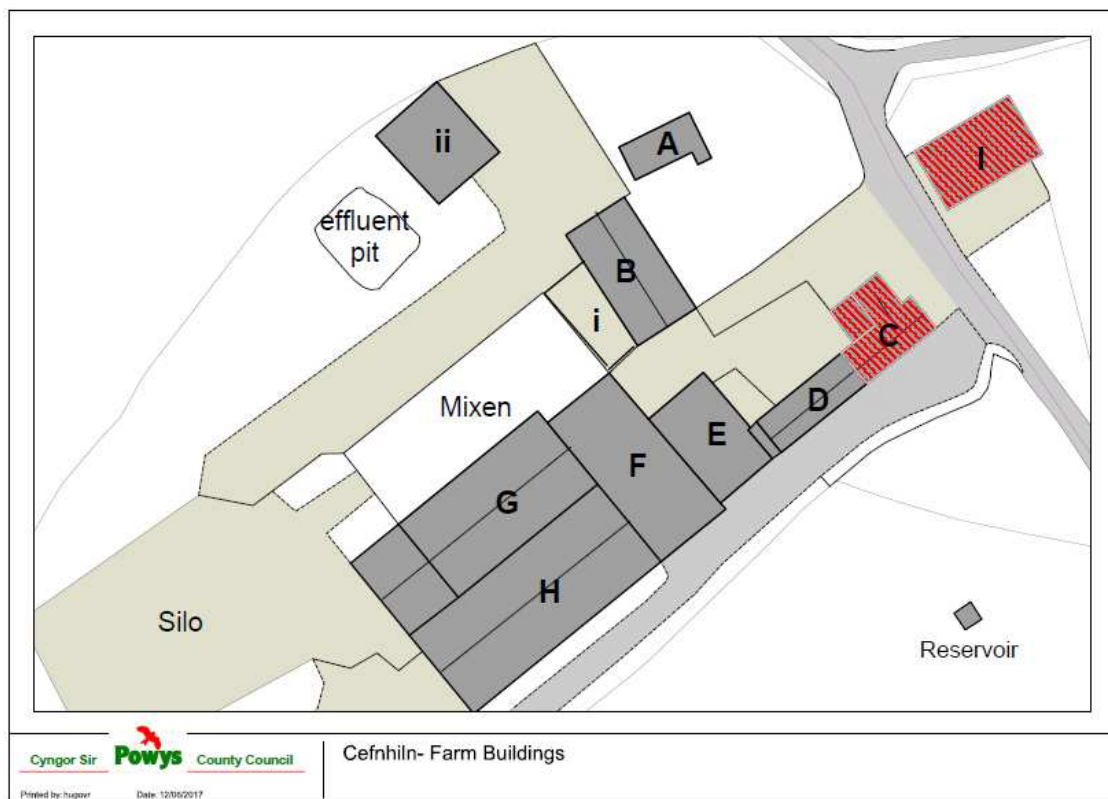
Water:	Mains water supplied to the house via Landlord's system. The meter position is as shown on the attached plan. The Tenant will be responsible for paying for the cost of mains water supplied to the Holding in addition to the Landlord's standing charge, currently £25/annum.
Electricity:	Mains supply
Foul Drainage:	To septic tank
Council Tax:	Band F £1,962.02 2016/17
Telephone:	Telephone is understood to be connected subject to service provider regulations.

NB Tenant's Fixtures: the following items are not part of the Landlord's equipment and may be purchased by the ingoing Tenant by direct negotiation with the outgoer or removed by the outgoing Tenant.

- Fitted kitchen units and tiling
- Kitchen appliances
- Electric shower and shower rail
- Carpets and floor coverings as fitted

b) Farm Buildings and Equipment:

The farm buildings at Cefnhilin provide an extensive range of covered areas and reflect the Holding's current use as a dairy unit, with livestock housing centred on two cubicle sheds. In addition there is a good range of loose housing and covered yard areas with details as follows:



- B) Steel portal farmed covered yard 60' x 30', CI roof cladding, concrete floor, mass concrete/block walls with Yorkshire boarding above, 2 no. sheeted doors to south gable, 1 sheeted door to north gable.
- C) Redundant- stone-built former farmhouse, adjoining brick lean-to currently serving as dairy accommodating 4150L 'Roka' bulk tank*, 'Springfield' water heater* & plate cooler*
- D) Timber-framed Milking Parlour building 46' x 17', CI roof, concrete floor, pit, housing 16/16 Alfa Laval herringbone parlour* (NB all milking and dairy plant is the property of the outgoing Tenant and may be available to purchase by separate negotiation).



- E) Steel and timber-framed covered/collecting yard 46' x 28', CI roof and side cladding, mass concrete wall to side elevations, adjoining and opening onto
- F) 2 no. adjoining steel portal-framed covered yards, total span 77' x 35', concrete floor, CI roof cladding, spaced board side cladding down to concrete wall.
- G) Steel portal framed cubicle shed for 50, 105' x 40' x 10' to eaves, CI roof, spaced board side cladding down to concrete wall, scraping and feed passages and concrete manger, cubicle mats*



- H) Steel portal-framed cubicle shed for 50, 105' x 40' x 12', CI roof, scraping and feed passages, concrete manger, cubicle mats*.
- i) Steel-framed lean-to Fodder Store 45' x 16' max, stone floor
- ii) *Tenant's timber-framed monopitch stock shed- in need of overhaul or removal.
- l) Timber-framed monopitch stock shed.

The Holding is equipped with a weeping-wall type muck store approx. 100' x 40' with concrete base and pre-cast panel walls with liquid discharging to a lagoon.

In addition there is an earth-walled silo with concrete base measuring 80' x 80'.

NB Buildings C & I are to be redundant. Neither the Landlord nor the Tenant shall have an obligation to repair or replace these buildings. The Tenant may use these buildings at his/her own risk. The Landlord may at his absolute discretion remove these buildings at any time before or during the tenancy without alteration to the rent passing.

Items marked * are the property of the outgoing Tenant. The incoming Tenant may have the opportunity to purchase these fixtures from the outgoing Tenant by separate negotiation.

c) The Land:

The land at Cefnhilin lies in two blocks separated by a quiet public road. The land around the farmstead extends to some 40 acres of undulating land rising to some 240m above sea level. The second block of principally arable land drops away to some 150m above sea level on its western boundary. Both blocks are served by a mains water supply. The outgoing Tenant has installed a secondary borehole water supply- all equipment associated with the borehole will be treated as Tenant's fixtures and available for the incomer to purchase by separate agreement.

SCHEDULE OF LAND:

Enclosure	Acres	Hectares	Description
SJ1903 6069	4.18	1.692	Permanent Pasture
SJ1903 4556	5.07	2.053	Permanent Pasture
SJ1903 4064	2.86	1.159	Farmstead
SJ1903 3649	7.48	3.027	Grassland Arable
SJ1903 2765	4.02	1.626	Permanent Pasture
SJ1903 1856	4.79	1.937	Grassland Arable
SJ1903 2339	5.37	2.174	Grassland Arable
SJ1903 5948	3.78	1.529	Permanent Pasture
SJ1903 5138	4.06	1.643	Permanent Pasture
SJ1903 6336	2.31	0.934	Permanent Pasture
SJ1903 0251	4.88	1.973	Grassland Arable
SJ1803 8964	11.10	4.491	Grassland Arable
SJ1903 0569	7.52	3.043	Grassland Arable
SJ1803 7354	3.48	1.409	Permanent Pasture
SJ1803 5861	5.28	2.138	Permanent Pasture
SJ1803 7376	6.90	2.794	Permanent Pasture
SJ1803 0381	11.47	4.643	Grassland Arable
SJ1903 1668	0.16	0.065	Former Quarry
TOTAL	94.71	38.330	

The owners of the private dwelling at 'Bodhilin' have a right of access over the track that runs past Cefnhilin yard which is the principal access to their property. A neighbouring farmer also has a right of way over this track.

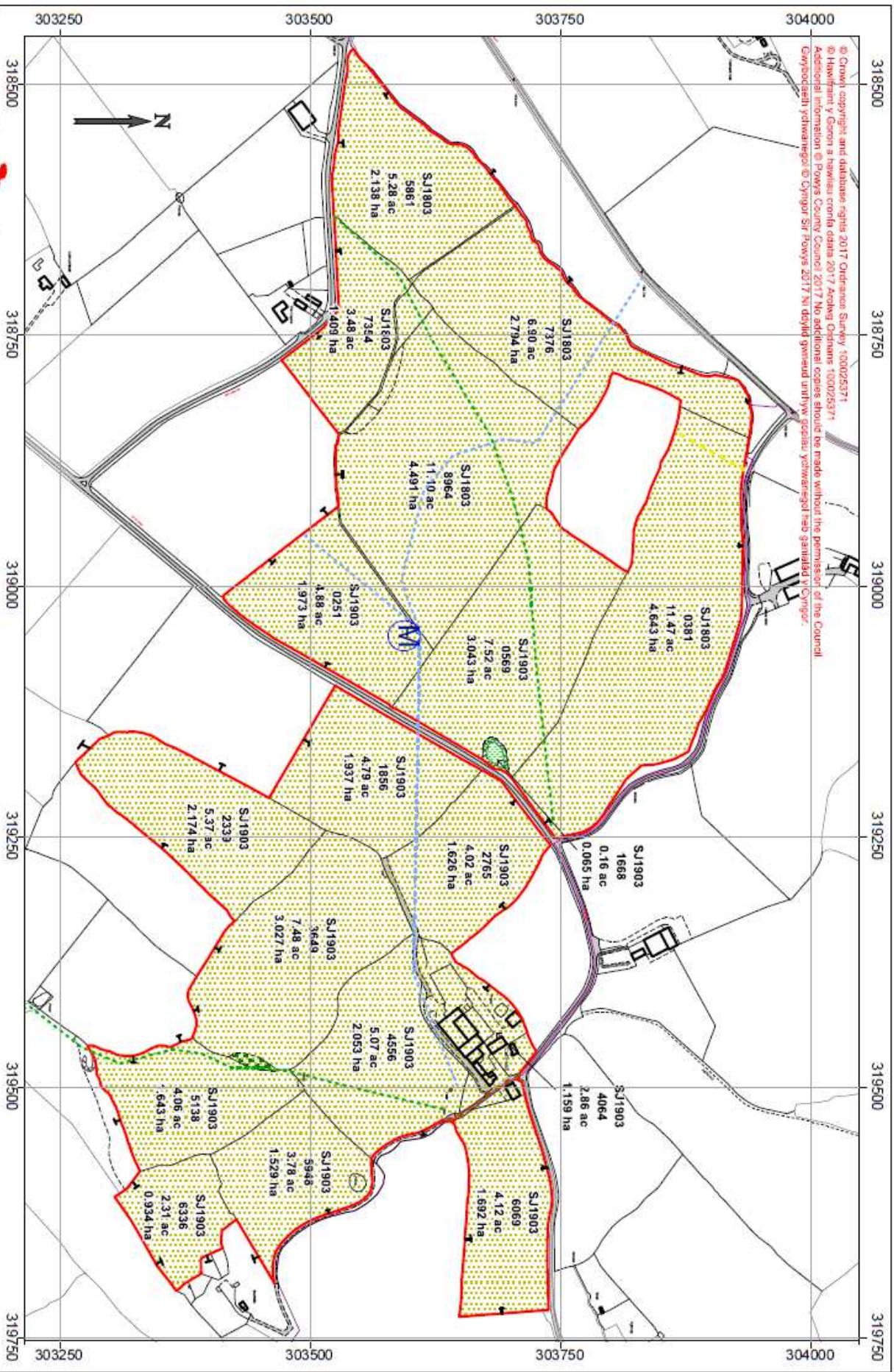
Enclosure 0381 is subject to a right of way for the neighbouring landowner to reach their adjoining field.



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Cefnfiln, Berriew-Farm Business Tenancy

4. Fodder, Tenant's Pastures, Fixtures & Ingoing Items

- a) Fodder- The outgoing tenant is expecting to make 500T of clamp silage. This may exceed the incoming tenant's fodder requirements, in which case the outgoer will require access to remove any surplus quantity. Silage required by the ingoer is to be purchased by them at a value to be agreed between the Landlord's agent and the outgoer.
- b) Tenant's Pastures- Several enclosures are down to leys- the incoming tenant will be required to pay for these leys, at a value to be agreed between the Landlord's agent and the outgoer's agent.
- c) RMVs and UMVS The incoming tenant will be required to pay for the residual value of fertilisers and manures applied to the land.
- d) Tenant's Fixtures

The following items are noted as Tenant's Fixtures which may be purchased from the outgoing tenant or removed by him.

- i) Monopitch stock shed- full feed manger and barrier to front
- ii) Generator 15KVa
- iii) 2 Compressors for bulk tank
- iv) Springfield hot water heater for bulk tank
- v) 4000L DX ROKA bulk tank, single phase and plate cooler
- vi) Springfield water heater
- vii) Wash basin in parlour
- viii) Engine house- electric motors
- ix) Chemical cupboard
- x) 16:16 Herringbone parlour, Fullwood stalls & Alfa Laval fittings
- xi) Barrier rails to side of collecting yard
- xii) Double concrete water trough
- xiii) GI water tank in end of loose shed
- xiv) Stock gate, 2 water troughs, 2 through gates in Building H
- xv) 53 cow mats
- xvi) 2 though gates, 16 cubicles, top end door and gate at bottom end, metal front to feed trough.
- xvii) 2 through gates, 16 cubicles, metal front to feed trough in Building H
- xviii) 50 cow mats
- xix) 2 bay open fronted stock shed monopitch Building ii
- xx) Field troughs x 6
- xxi) Farm borehole
- xxii) Kitchen tiling and work surfaces

CONDITIONS OF LETTING

1. The Tenancy

The tenancy of Cefnhilin will be a **Farm Business Tenancy** terminating in March 2026. The agreement shall include break clauses operable by either party at years 3, 6 and 9 of the tenancy. The successful applicant will be required to exchange Notices of Creation with the Landlord in accordance with S.1 of the Agricultural Tenancies Act 1995, and to sign the Tenancy Agreement(s) prepared by the County Council. A copy of the Council's standard Farm Business Tenancy Agreement may be inspected at the viewing day or by arrangement at the Council Offices in Welshpool or Newtown.

Without prejudice to the Councils' position at that time, the Council will positively consider granting a further 8 year term of tenancy on the expiry of the initial 8 year tenancy. However, at the end of the second term of tenancy (March 2034), the tenant **will not** be offered a further tenancy of this holding in the expectation that he or she will move/have moved to farm in the private sector or on a larger holding elsewhere on the County Farms Estate.

2. Rent

The County Council is looking for competitive tenders for Cefnhilin and recommends that tenders reflect a guide rent of **£11,000** per annum. Rent shall be payable in advance by Direct Debit as a condition of letting. The tendered rent shall be subject to review at three-yearly intervals. The Tenancy agreement shall require the ingoer to enter into a legal charge equivalent to the value of 2 year's rent enforceable should the tenant fail to make rent payments in accordance with the agreement.

3. Use of the Holding for Agricultural and Business Activity

The ingoing tenant must carry out a business activity on the holding at all times during the tenancy. Sub-letting of any of the land forming part of the holding will not be permitted. The keeping of horses for amenity purposes alone will not satisfy the requirement for a Business activity

4. Repairing Obligations

A copy of the County Council's standard agreement repairing obligations is attached to these particulars at Appendix A. No dilapidations payment is due to the ingoer.

5. Viewing

The holding may only be viewed at the set viewing day between **1pm and 4pm on Friday 30th June 2017**. Those viewing the holding must exercise due caution at all times. Permission to view the property allows for access only to those areas included with the letting as shown on the enclosed plan and excluding the farmhouse. Shortlisted applicants only will be able to view the farmhouse at a later date.

Those wishing to attend the viewing day must inform the County Farms office in advance and register their attendance with the Land Agent on arrival. The Holding or any part of it may not be viewed at any time other than the prescribed viewing day.

6. References

Shortlisted applicants will be asked to provide satisfactory references before the interview date; these must include a current/previous Landlord's reference (if applicable) and a bank reference supporting the rent offered. The County Council shall also make further enquiries to include carrying out a credit reference on shortlisted applicants through a credit reference agency.

7. Interviews

It is anticipated that shortlisted applicants will be interviewed for the tenancy in July 2017 at the Council's offices at Welshpool.

8. Ingoing Payment

The Ingoing Payment due to the Landlord (once settled) in relation to Tenant Right Matters (to include Tenant's Pastures, residual value of fertiliser and feedstuffs applied etc) will be non-negotiable and is to be paid to the Landlord prior to commencement of the tenancy as a condition of letting.

9. Tenders

Tenders and application forms for the tenancy of Cefnhilin are to be submitted to the Head of Legal Services at County Hall, Llandrindod Wells, Powys LD1 5LG no later than **11am on FRIDAY 14TH JULY 2017 in an envelope marked 'TENDER- COUNTY FARMS – CEFNHILIN'**. The County Council does not bind itself to accept the highest, or any tender received by the closing date.

10. Appointment of Tenant

It is anticipated that the ingoing tenant will be appointed in Mid August 2017.

GENERAL CONDITIONS

TENANCY

The tenancy will be a **Farm Business Tenancy**. The rent is to be paid in advance by Direct Debit in monthly or quarterly instalments, the first rent to be paid on the date of commencement of the tenancy. The successful applicant will be required to sign a Tenancy Agreement prepared by the County Council. The Tenant shall be responsible for registering the Tenancy agreement and paying the associated Land Registry fee.

SPORTING RIGHTS

The Sporting rights over the farmland will not be included in the Tenancy, subject to the provisions of the Ground Game Act 1880 and the Ground Game (Amendment) Act 1906.

ELIGIBILITY OF APPLICANTS

- i) Experience:
Applicants should be able to demonstrate suitable experience and knowledge of the kind of agricultural enterprise they intend to carry out on the holding.
- ii) Sufficient Financial Resources:
Applicants should be able to provide evidence of sufficient financial resources to establish the farming enterprise they propose to undertake. In addition the new tenant will provide a guarantor for the duration of the tenancy.
- iii) Existing Farm Businesses
Applications from persons who are established farmers and who intend to expand by running a County Council Farm as a secondary unit alongside their existing business/premises will not be considered.

BASIC PAYMENT SCHEME

No Basic Payment entitlements are offered with the letting.

ERRORS AND OMISSIONS

These particulars are for information only. Whilst they are thought to be correct, the County Council does not accept responsibility for any loss that may result from any error or omission. The plans and particulars are not intended to form the basis of any formal offer of tenancy.

Further Information

Powys County Council County Farms Office:

*Kirkhamsfield Depot, Pool Road, Newtown, Powys SY16 3AF
Tel: (0686) 611 812 email: county.farms@powys.gov.uk*

For details of Basic Payment Scheme and Agri-environment schemes:

Welsh Government

*Llandrindod Wells Divisional Office, Government Buildings, Spa Road East, Llandrindod Wells, Powys, LD1 5HA
Tel: (01597) 823 777 email: agriculture.llandrindod@wales.gsi.gov.uk*

For general enquiries relating to County Council services:

See www.powys.gov.uk or call 0845 602 7030

APPENDIX A

a) Repair and maintenance of dwellings.

Item	Responsibility for repair	
	Tenant	Landlord
<i>Roofs</i>		✓
<i>Exterior walls and main structural timbers</i>		✓
<i>Interior walls</i>		✓
<i>Ceilings and internal plastering</i>		✓
<i>Ceiling and floor joists</i>		✓
<i>Floors</i>		✓
<i>Floor coverings</i>	✓	
<i>Staircases</i>		✓
<i>Doors</i>	<i>Tenant responsible for haulage of materials and for all labour to repair and replace all doors and frames and to supply all locks and door handles</i>	<i>Landlord to supply materials (excluding locks and handles)</i>
<i>Windows and skylights:</i> <i>a) Single-glazed timber casement windows and skylights:</i>	<i>Tenant responsible for haulage and for labour to repair windows, frames and cills. Tenant to supply and fit glass, sash cords and putty</i>	<i>Landlord to renew window frames and cills and to supply all materials that are not the responsibility of the tenant to provide</i>
<i>b) Double-glazed window units:</i>	<i>Tenant to maintain</i>	<i>Landlord to renew</i>
<i>Gutters and downpipes</i>	<i>Tenant responsible for haulage of materials and for labour to replace and/or repair</i>	<i>Landlord to supply materials</i>
<i>Baths, toilets etc.</i>	<i>Tenant responsible for haulage and for labour to replace or repair all sanitary fittings</i>	<i>Landlord to supply materials</i>
<i>Electrical installations</i>		✓
<i>Electrical fittings</i>	✓ <i>(Any works should have the necessary Electrical Installation Certificate)</i>	
<i>Water pipes</i>	✓	
<i>Foul drainage systems:</i> <i>Above ground:</i>	✓	<i>Landlord to supply materials</i>
<i>Below ground:</i>	✓	<i>Landlord to renew</i>
<i>Boilers and heating systems including flues</i>	<i>Tenant responsible for routine servicing, repairs and all labour costs ⁽¹⁾</i>	<i>Landlord to supply materials</i>
<i>Internal decorations and treatments</i>	✓	

<i>External decorations and treatments</i>	<i>As required between Landlord's programmed redecoration</i>	<i>Landlord to redecorate at intervals not exceeding 7 years</i>
<i>Fire detection and security systems</i>	✓	

1. The Tenant shall supply to the Landlord on demand copies of all service notes, schedules and certificates relating to the inspection and servicing of boilers, heating systems and flues.

(b) Repair and maintenance of other buildings and fixed equipment.

Item	Tenant	Landlord
<i>Roofs including chimneys</i>		✓
<i>Structural frames and walls</i>		✓
<i>Side Cladding</i>	<i>Tenant responsible for labour to repair and renew</i>	<i>Landlord to supply materials</i>
<i>Floors</i>	<i>Tenant responsible for labour to repair and renew</i>	<i>Landlord to supply materials</i>
<i>Doors and gates</i>	<i>Tenant responsible for labour to repair and renew</i>	<i>Landlord to supply materials</i>
<i>Windows</i>	<i>Tenant responsible for labour to repair and renew</i>	<i>Landlord to supply materials</i>
<i>Staircases and fixed ladders</i>	✓	<i>Landlord to supply materials</i>
<i>Gutters and downpipes</i>	✓	<i>Landlord to supply materials</i>
<i>Electrical installations</i>	<i>Tenant responsible for haulage and for labour to replace or repair all electrical circuits</i>	<i>Landlord to supply materials</i>
<i>Electrical fittings</i>	✓ <i>(Any works should have the necessary Electrical Installation Certificate)</i>	
<i>Water supplies and fittings</i>	✓	<i>Landlord to supply materials</i>
<i>Foul drainage facilities</i>	<i>Tenant to maintain</i>	<i>Landlord to renew</i>
<i>Fixtures and fittings</i>	✓	
<i>External decorations and treatments</i>	✓	
<i>Internal decorations and treatments</i>	✓	
<i>Timber and other infestations</i>	<i>Tenant to notify landlord immediately</i>	<i>Landlord to carry out remedial work</i>

(c) Repair and maintenance of external works and services.

Item	Tenant	Landlord
<i>Rainwater drainage systems - above ground</i>	✓	<i>Landlord to supply materials</i>
<i>Rainwater drainage systems - below ground</i>	✓	<i>Landlord to supply materials</i>
<i>Foul drainage systems - above ground</i>	✓	<i>Landlord to supply materials</i>
<i>Foul drainage systems - below ground</i>	✓	<i>Landlord to supply materials</i>
<i>Sewage disposal systems</i>	✓	<i>Landlord to supply materials</i>
<i>Slurry storage systems</i>	<i>Tenant to maintain</i>	<i>Landlord to renew</i>
<i>Water supply systems - above ground</i>	✓	
<i>Water supply systems - below ground</i>	Page 16 ✓	<i>Landlord to supply materials</i>

<i>Electrical installations</i>	<i>Tenant responsible for haulage and for labour to replace or repair all electrical circuits</i>	<i>Landlord to supply materials</i>
<i>Electrical fittings</i>	✓ <i>(Any works should have the necessary Electrical Installation Certificate)</i>	
<i>Gas supply systems</i>		✓
<i>Garden walls and fences</i>	✓	
<i>Yard walls fences and gates*</i>	✓	
<i>Roads and yards</i>	✓	
<i>Cattle grids</i>	<i>Tenant to maintain</i>	<i>Landlord to renew</i>
<i>Field gates and posts*</i>	✓	
<i>Bridges and culverts</i>	✓	<i>Landlord to supply materials</i>
<i>Field drains ditches and associated works</i>	✓	
<i>Field boundaries*</i>	✓	
<i>Holding boundaries as indicated by the inward facing 'T' mark on the plan attached*</i>	✓	
<i>Signs and notices</i>	✓	<i>Landlord to provide materials</i>

**Nothing in this Agreement shall create or imply an obligation on the part of the Landlord to repair or renew any fence or other boundary feature whether part of the holding or otherwise.*

(d) Insurance.

Item	Tenant	Landlord
<i>Dwellings</i>		✓
<i>Landlord's fixed equipment plant and machinery</i>		✓
<i>Tenant's fixed equipment plant and machinery</i>	✓	

(ii) Asbestos Products

- (a) The tenant or anyone instructed by the tenant is prohibited from burying asbestos or suspected asbestos products on the holding.*
- (b) The tenant will inform the Landlord with regard to the repair or replacement of suspected asbestos products on the holding and under no circumstances is to handle asbestos products himself/herself.*
- (c) The tenant is prohibited from bringing asbestos or suspected asbestos products onto the holding.*
- (d) The Tenant shall keep a copy of the Landlord's Asbestos Management document on the holding at all times (when issued) and shall refer to the document, and abide by the recommendations set out in the document, before carrying out any works of maintenance or repair to any item of fixed equipment on the Holding.*

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