

Portfolio Holder for Housing and Countryside Services

Meeting Venue
Video Conference Room - County Hall, Llandrindod Wells, Powys

Meeting Date
Friday, 8 September 2017

Meeting Time
2.15 pm



County Hall
Llandrindod Wells
Powys
LD1 5LG

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

1 September 2017

AGENDA

1.	APOLOGIES
2.	DECLARATIONS OF INTEREST
3.	EXEMPT ITEMS

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 NANTDDU, PENYBONT
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To interview three candidates for the letting of Nantddu, Penybont.

(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

NANTDDU, PENYBONT



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

NANTDDU, PENYBONT

1. GENERAL

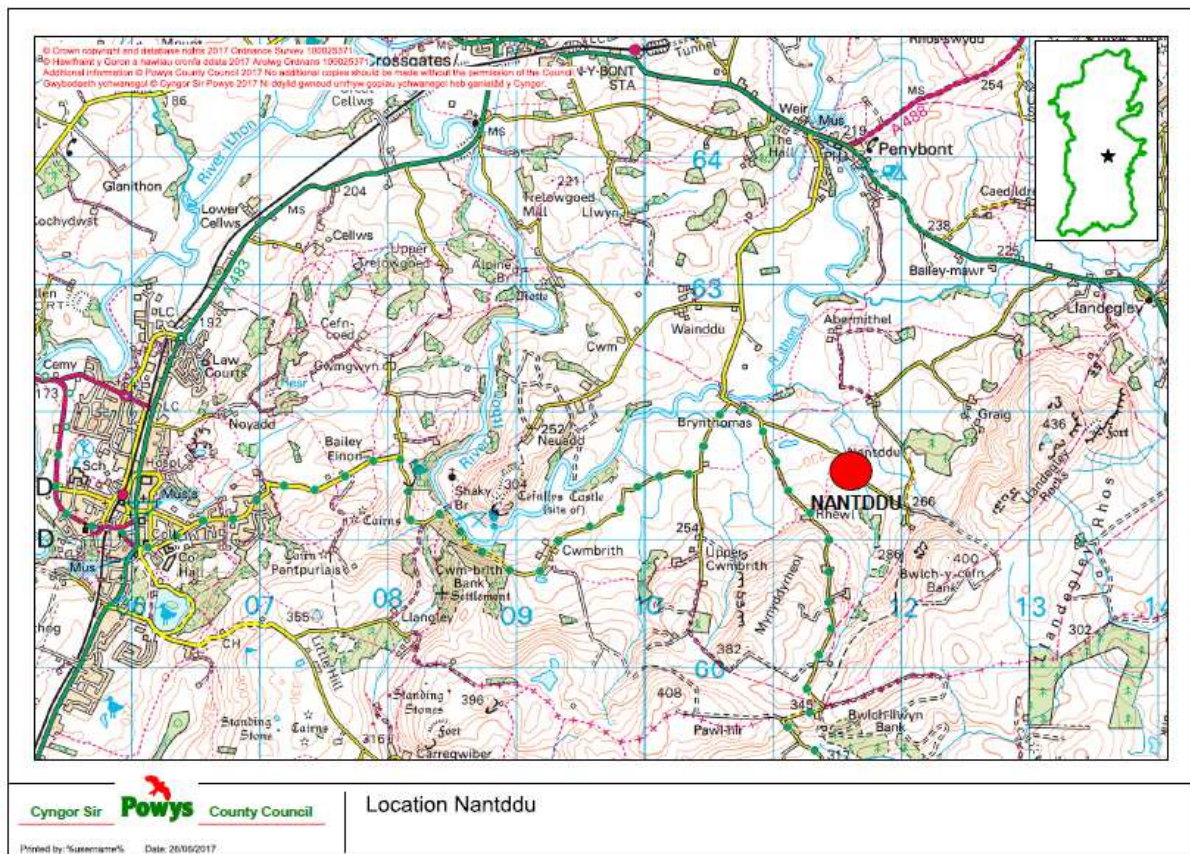
Nantddu is to be let as an equipped Holding comprising a detached 3-bedroom house, a range of modern and traditional farm buildings with pasture and arable land extending in all to some 93.01 acres (37.640).

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

2. SITUATION

Nantddu is situated some 2 miles south of the village of Penybont and 4 east of the County Town of Llandrindod Wells. Penybont offers village amenities to include a village shop and filling station. Primary education is available in Crossgates and Llandrindod. Major services are available Hereford (35 miles)

The farmstead at Nantddu lies directly off a Council-maintained road and the postcode is LD1 5SP.



3. THE HOLDING

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

A characterful grade II listed stone farmhouse dating from the 18th century with accommodation as follows:



Ground Floor

Rear door entrance to Porch with door to

Kitchen 3.2m x 2.4m, tenant's kitchen units and work surfaces, electric cooker point, door to

Larder 5.6m x 2.5, door to

Utility Room 4.25m x 2.5m, oil-fired central heating boiler

Door from Kitchen to

Living Room 3.8m x 3.8m NB the solid-fuel range cooker is redundant and may be removed by the Landlord at or around the time of letting.

Door to Ground Floor Hallway with front door access and door to

Lounge 3.5m x 3.8m, open fireplace

Strairs from Hallway to with doors to

First Floor Landing with doors to

Bedroom 1 2.9m x 2.8m

Bathroom 2.4m x 2.9m, panelled bath with electric shower and screen, pedestal sink and WC.
Tenant's

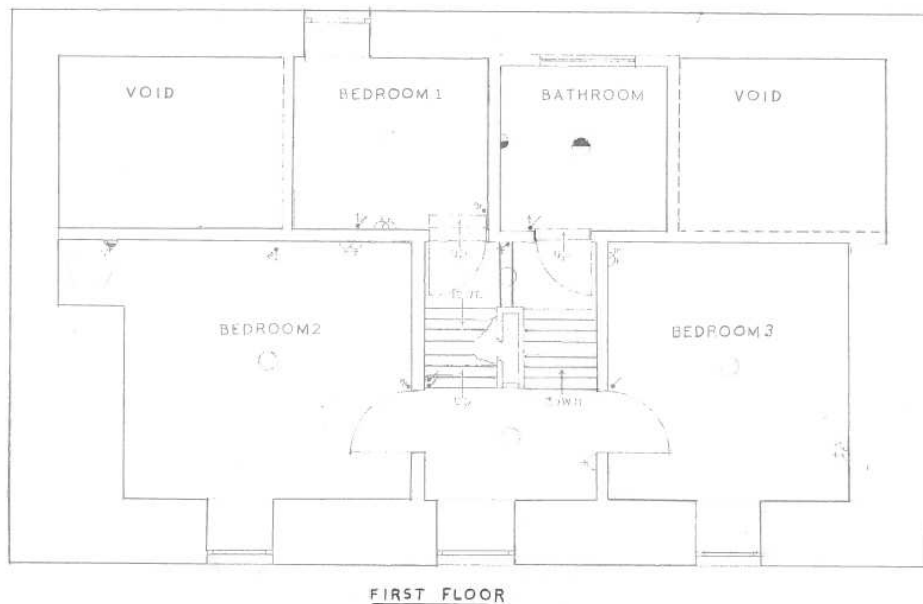
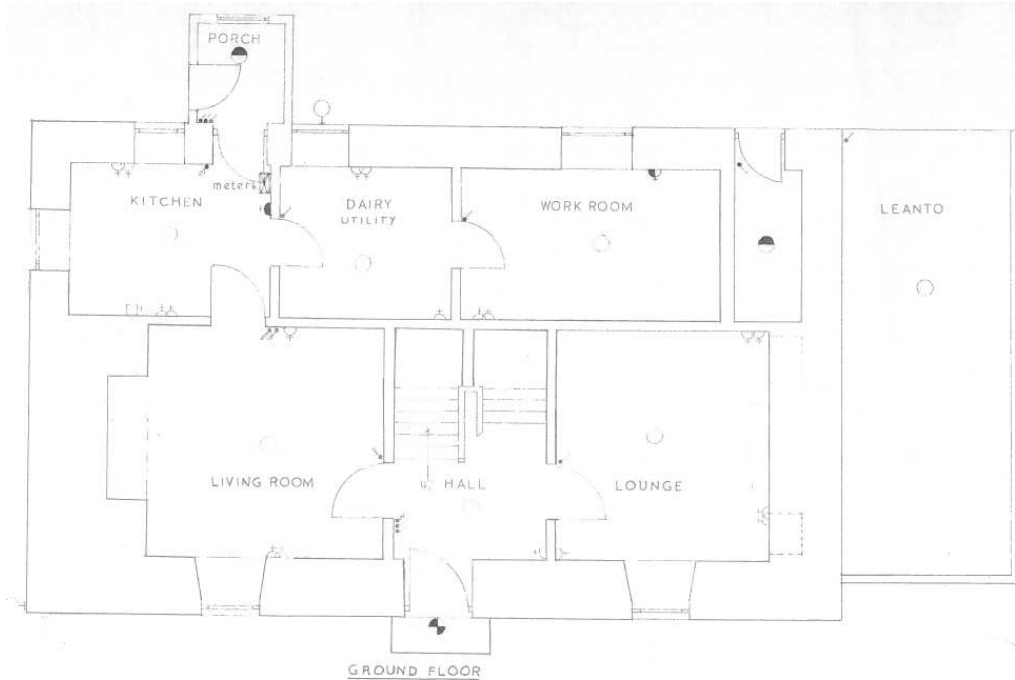
Doors from first floor landing to

Bedroom 2 4.2m x 3.7m, recessed storage cupboard housing hot water cylinder

Bedroom 3 3.7m x 3.5m

To the outside:

Fronting the farmhouse is a small enclosed lawn area. Adjoining the house is a timber-framed lean-to workshop/store 7.25m x 2.75m.



SERVICES

Water: Spring supply

Electricity: Mains supply

Foul Drainage: To septic tank

Council Tax: Band E £1,667.92 2016/17

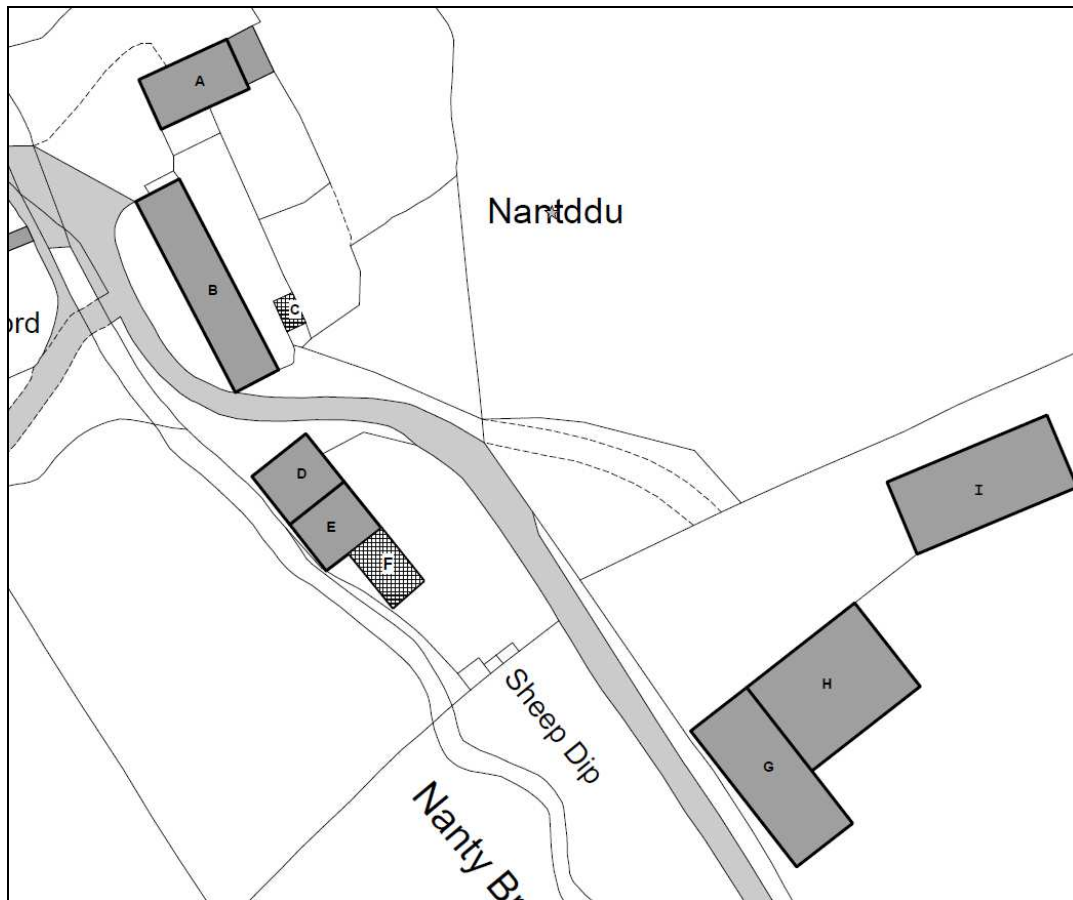
Telephone: Telephone is understood to be connected subject to service provider regulations.

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

- Fitted kitchen units and wall tiling
- Kitchen appliances
- Storage cupboard in bathroom
- Carpets and floor coverings as fitted
- Curtains and curtain rails as fitted.

b) Farm Buildings and Equipment:

Nantddu is equipped with both traditional and modern farm buildings, with the latter in particular providing useful and adaptable livestock housing. The traditional farm buildings are in variable condition. Details are as follows:



- B) Redundant Grade II Listed timber cruck-framed barn with loft, blockwork, stone and brick walls beneath timber cladding under CI roof. The Landlord is preparing a schedule of structural repairs that it is intended will be completed to this building early in the new tenancy. At the sole discretion of the Landlord this building may cease to be treated as redundant under the tenancy agreement on completion of all or part of these repair works; thereafter the Landlord and Tenant will have obligations to maintain the building as per the repairing obligations set out at Appendix A.
- C) Redundant- Timber-framed store shed/kennel 20' x 8', CI roof and side cladding.
- D) & E) Timber-framed French Barn 50' x 15', CI roof with 1 bay clad down to floor level, with timber-framed monopitch lean-to off with CI roof and side cladding above block wall



- F) Redundant Concrete-framed Fodder Store in 5 bays, asbestos cement roof. The sheep dipping bath located to the south of the building and all associated equipment is also redundant.

The modern farm buildings are located around a separate stoned yard area with details as follows:

- G) Steel portal-framed sheep shed, 75'x 35'x 12', box profile roof cladding, spaced boarding side cladding above mass concrete wall, stone floor, sheeted door
- H) Steel portal-framed cattle shed 55' x 45', asbestos cement roof cladding, spaced boarding side cladding over block walls, concrete floor with raised central feeding passage, sheeted doors



- I) Steel-framed covered silo, 75' x 30'. Spaced boarding gable cladding with box profile side cladding above mass concrete wall.

NB Buildings B, C, D & F are to be identified as redundant in the Tenancy Agreement. As such 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 sole discretion remove these buildings at any time before or during the tenancy without alteration to the rent payable.

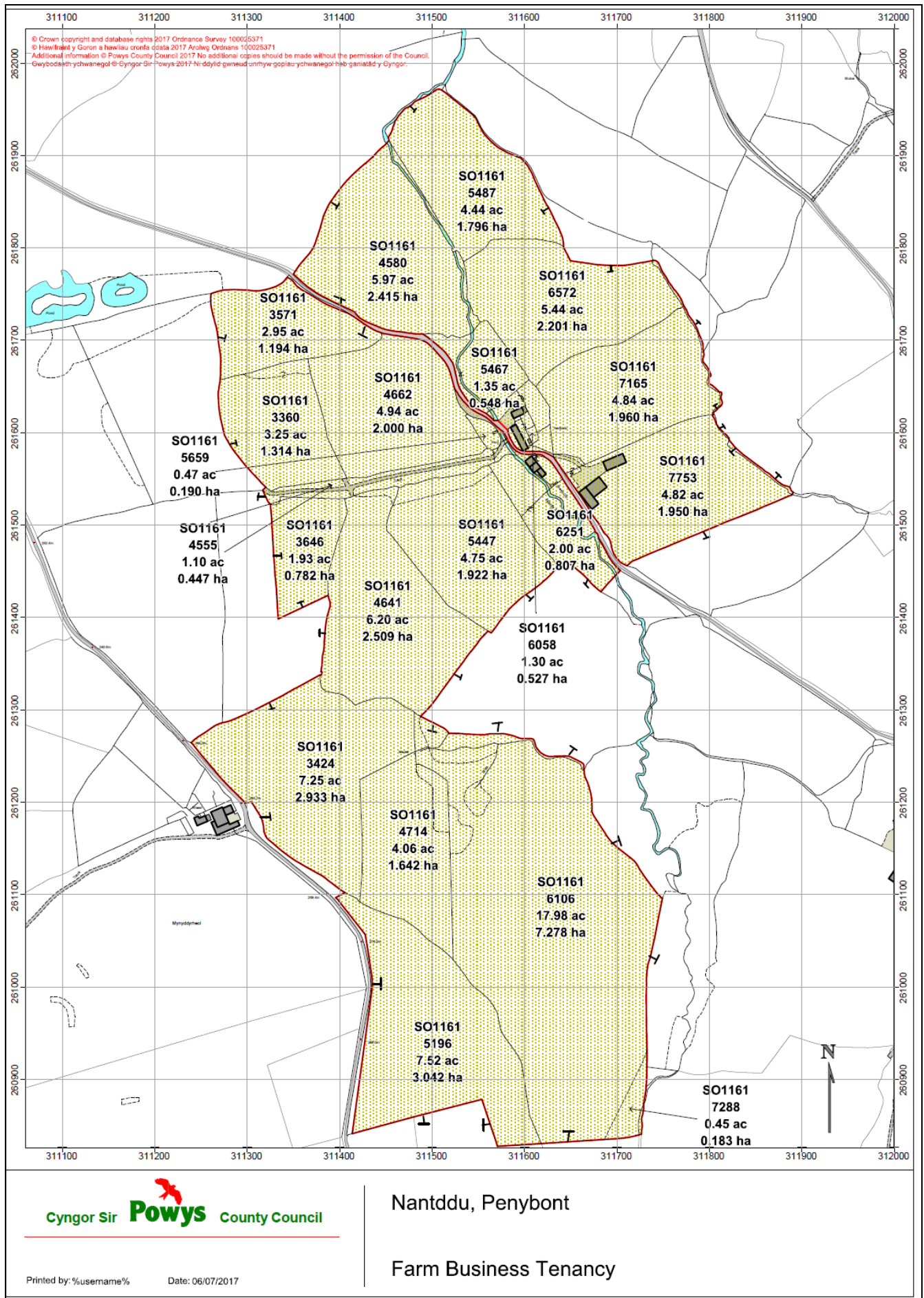
The following items are noted as being Tenant's Fixtures. The incoming Tenant may have the opportunity to purchase these items from the outgoing Tenant by separate negotiation:

- 2 no. feed bins adjacent to gable end of Sheep Shed.
- Sheeted gates to covered silo (Building I).
- Steel feed fences and internal gates in cattle shed (Building H).
- Drinking troughs in above buildings.
- Farm diesel tanks
- Lorry bed container

c) The Land:

The land at Nantddu lies astride a quiet public road. Most of the land gently undulates at around 240m above sea level although there is some steeper land to the south of the farm rising to 270m above sea level. Soil type is noted as being a fine silty loam over clay and rock. Water is provided from natural supplies.





SCHEDULE OF LAND:

SO1161 4580	5.97	2.415	Permanent Pasture, Brook
SO1161 3571	2.95	1.194	Permanent Pasture
SO1161 3360	3.25	1.314	Permanent Pasture
SO1161 7753	4.82	1.950	Permanent Pasture
SO1161 7165	4.84	1.960	Permanent Pasture
SO1161 6058	1.30	0.527	Farmstead, Woodland
SO1161 6572	5.44	2.201	Grassland Arable
SO1161 5487	4.44	1.796	Permanent Pasture
SO1161 4662	4.94	2.000	Permanent Pasture
SO1161 4555	1.10	0.447	Track, Woodland
SO1161 3646	1.93	0.782	Permanent Pasture
SO1161 4641	6.20	2.509	Permanent Pasture
SO1161 5467	1.35	0.548	Woodland
SO1161 3424	7.25	2.933	Permanent Pasture <i>NB Note Glastir Scheme conditions below</i>
SO1161 4714	4.06	1.642	Permanent Pasture <i>NB Note Glastir Scheme conditions below</i>
SO1161 6106	17.98	7.278	Permanent Pasture
SO1161 5659	0.47	0.190	Woodland, Brook, Buildings
SO1161 6251	2.00	0.807	Woodland, Brook <i>NB Note Glastir Scheme conditions below</i>
SO1161 5447	4.75	1.922	Grassland Arable, Woodland
SO1160 7288	0.45	0.183	Woodland
SO1160 5196	7.52	3.042	Permanent Pasture
TOTAL	93.01	37.640	

IMPORTANT NOTE: GLASTIR CONDITIONS

Nantddu is being let subject to the conditions of a *Glastir Entry* agreement made between the Landlord and the outgoing tenant in 2015. Glastir is an agri-environment scheme administered by Welsh Government with the stated aim of encouraging sustainable land management and farming practice.

The ingoing tenant will as a condition of letting be required to comply with the *Glastir Entry* 2015 Scheme 'Whole Farm Code' and the following specific management restrictions relating to individual enclosures as follows:

Enclosures 3424 & 4714:

Management Option 15D	Grazed Permanent Pasture With Low Inputs and Mixed Grazing
Can be placed on permanent pasture which is either improved or habitat land.	
<ul style="list-style-type: none"> ▪ Maintain as grassland. ▪ Manage by grazing to maintain a sward with a range of heights during the growing season. ▪ A minimum of 30% of the livestock units (LU's) must be grazing cattle in each calendar year. ▪ A minimum of 15% of the livestock units (LU's) must be grazing sheep in each calendar year. ▪ At least 20% of the grassland must be less than 7 centimetres high and at least 20% of the grassland must be more than 7 centimetres high. ▪ Manage by grazing to remove the year's grass growth. ▪ A Stocking Diary must be kept and made available on request. ▪ The rules for habitat under the Whole Farm Code apply to all the land within this option. 	

Do not:

- Supplementary feed.
- Top at any time except to control injurious weed species or bracken. Rush may be topped after 15 July. A record of topping undertaken on land under this option needs to be kept in the activity diary.
- Harrow or roll between 15 March and 15 July. A record of rolling or harrowing on land under this option needs to be kept in the activity diary.
- Apply more than 50Kg/Hectare nitrogen per year as inorganic fertiliser. Where FYM is applied, either alone or in addition to inorganic fertilisers, the total rate of nitrogen must not exceed 100Kgs/Hectare nitrogen per calendar year and must be recorded in the activity diary.
- Take Silage or a Hay crop.

Enclosure 6251- It is a requirement of the Glastir agreement that livestock are excluded from this woodland enclosure by the maintenance of appropriate fencing.

Details of the Glastir Scheme 2015 Whole Farm Code can be found at:

<http://gov.wales/topics/environmentcountryside/farmingandcountryside/farming/schemes/glastir/glastir-entry/glastir-entry-2015/?lang=en>

d. Fodder, Tenant's Pastures, Ingoing Items

- a) Fodder- The outgoing tenant is expecting to make a quantity of both clamp silage and baled silage.
- b) Tenant's Pastures The incoming tenant will be required to pay for the value of any grassland leys or growing crops 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 at the Landlord's valuation.



CONDITIONS OF LETTING

1. The Tenancy

The tenancy of Nantddu is to 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 Nantddu and recommends that tenders reflect a guide rent of **£8,900** 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 Thursday 13th July 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 Mid August 2017 at the Council's offices at Llandrindod Wells.

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 Nantdd are to be submitted to the Head of Legal Services at County Hall, Llandrindod Wells, Powys LD1 5LG no later than **11am on MONDAY 31ST JULY 2017 in an envelope marked 'TENDER- COUNTY FARMS – NANTDDU'**. 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 Late 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:

Kirkhamfield 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.*

<i>Item</i>	<i>Responsibility for repair</i>	
	<i>Tenant</i>	<i>Landlord</i>
<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>	✓ (Any works should have the necessary Electrical Installation Certificate)	
<i>Water pipes</i>	✓	
<i>Foul drainage systems:</i> <i>Above ground:</i> <i>Below ground:</i>	✓ ✓	<i>Landlord to supply materials</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>	Page 16	✓

<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>	✓ (Any works should have the necessary Electrical Installation Certificate)	
<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>	✓	<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>	✓ (Any works should have the necessary Electrical Installation Certificate)	
<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.*