



**Cyngor Cymuned Ffordun gyda Thre'r-Llai a Threlystan**  
**Forden with Leighton and Trelystan Community Council**  
 Glanllyn, Leighton, Welshpool, Powys. SY21 8HJ

Clerc i'r Cyngor | Clerk to the Council: Rachel Tibbott

**APPROVED MINUTES OF COUNCIL EXTRA-ORDINARY BUSINESS MEETING**  
**On Thursday 5<sup>th</sup> September 2024 at 6pm**  
 at The Pavilion, Forden

**57/24 Welcome, Attendance, Apologies for Absence:** to record attendance.

Attendance in the hall: Cllr Suzanne Rowlands, Cllr Anthony Day, Cllr Mark Williams, Cllr Adam Lloyd, Cllr Di Stevens, Cllr Shaun Rees and Cllr Neil Edwards

Attendance online: None

The Chair welcomed Councillors and Clerk to the meeting.

Apologies for absence approved by Council:, Cllr Rachael Briggs

Apologies for absence received:

Other members absent:

In attendance: Rachel Tibbott (Clerk to the Council)

**58/24 Declarations of Members' Interests and Dispensations:** to receive declarations of interest from Members in accordance with Part III of the Local Government Act 2000, which established the Local Government Code of Conduct for Members, and to note Members' dispensations. Members are asked to submit any declaration forms to the Clerk.

**None**

**59/24 Public Participation:** to receive members of the public who wish to address the council in respect of any item of business included in the agenda. Any member of the public wishing to speak must notify the Clerk by email [clerk@fltcc.org.uk](mailto:clerk@fltcc.org.uk) no later than 15 minutes prior to the start of the meeting. Members of the public addressing the council are asked to respect matters of confidentiality and privacy.

**None**

**60/24 Planning & Building Control**

60/24.1 Planning Applications Consultations

15/24.5. To receive and resolve responses to consultations (full applications(s) details(s) at <http://pa.powys.gov.uk/online-applications/?lang=EN>) including but not limited to those listed below. Later applications may be considered at the discretion of the Chair:

Ref:	Site	Description	Decision
24/1209/HH	Fradley Fields, 1 Poplar Drive, Leighton, Welshpool Powys	Construction of outbuilding (garage) in style of existing dwelling	<b>SUPPORTED</b>

**61/24 CONFIDENTIAL SESSION EXCLUSION OF PUBLIC AND PRESS**

61/24.1 Resolution to exclude the Public and Press: Under the Public Bodies (Admission to Meetings) Act 1960 (2) to resolve, if required, that members of the public and press be requested to leave the meeting by reason of the [specified] confidential nature of the business about to be transacted.

61/24.1.1 Land adjoining Lyndale Forden (reason: contractual)

Initials:

61/24.1.1.1 To discuss and resolve advice from Gilbert Davies Solicitors.

**Noted**

61/24.1.1.2 To resolve agreement/amendments to the Deed of Easement as requested by Harrison's solicitors

**THE FOLLOWING WERE ALL RESOLVED:**

- The material amendment is included within Schedule 2 and the inclusion of a covenant by the Grantee not to discharge any substance other than via the headwall and outlets at the northern end of the Easement Strip at the point marked A on the attached plan. In addition the clause places an obligation on the Grantee that any Underground Service Media (Pipes etc) form a continuous sealed pipe. This would not permit any discharge to the Grantor Property.
- Prior to any adoption these covenants would bind the Grantee/Developer.
- Regarding possible issues with the current drainage- the second clause of Schedule 2 confirms that the Grantee will not cause damage to the Grantor's Property (being the land surrounding the Easement Strip) furthermore should any damage be caused the Grantee will make good any damage caused to the *'reasonable satisfaction of the Grantor'* (being FCC) and payment of compensation for any damage that is not made good.
- Regarding future agreements- I would kindly direct you to clause 1.1 of the third Schedule entitled 'Grantor's covenants' which states that upon written request from the Grantees of their intention to procure the adoption of the Underground Service Media the Grantor's (being FCC/FLTCC) will enter into Drainage Documents. 'Drainage Documents' is defined as *'any required Sewer Agreement and such other deeds or documents relating to the Underground Service Media'*  
Sewer Agreements is further defined as *'an agreement or undertaking in respect of and affecting the Underground Service Media (whether or not also affecting other property) pursuant to Section 104 Water Industry Act 1991 or any other provision of similar intent within the meaning of the Water Act 1989 and/or easements with an appropriate authority including Powys County Council for the drainage of surface or foul water from the Grantee's Property'*  
The covenant contained within clause 1.1 would therefore require FCC/FLTCC to enter into future agreements. Clause 1.1 (a) of the second Schedule does confirm that the requirement to enter into such documents is subject to the from of the document being agreed by FCC/FLTCC. The agreement to the documents cannot be *unreasonably* withheld or delayed. 'Unreasonably' is of course subjective and is open to interpretation.  
Clause 1.2 of the Second Schedule also confirm that FCC/FLTCC will not object to an application made by the Grantees to Natural and PCC for SUDS approval of the Underground Service Media- Are FCC/FLTCC happy to agree to this clause?
- Regarding the query received from NRW- the Underground Service Media (as defined within Schedule 4 ) forms part of the Grantee's Property.

**ACTION: Clerk to inform Council's solicitor that all above agreed and therefore Deed is ready to sign.**

**Meeting closed 18:10**

Signed: \_\_\_\_\_ Date: \_\_\_\_\_

Initials: