

Pentland Hills Regional Park Joint Committee

12.00noon, Monday, 23 August 2021

Extending Membership of the Joint Committee

Executive/routine
Wards Pentland Hills
Council Commitments

1. Recommendations

- 1.1 That Committee notes the outcome of discussions with the Pentland Land Managers Association and other pertinent organisations.
- 1.2 That Committee invites the Pentland Land Managers Association to become voting-members of the Joint Committee and extends this invitation to one or more organisations that can represent the interests of visitors to, and recreational users of, the Regional Park.
- 1.3 That Committee instructs officers to review the Minute of Agreement (MoA) in light of its decision, reporting an updated draft of the MoA to a subsequent meeting of the Joint Committee.
- 1.4 That Committee instructs officers to review the purpose, membership and arrangement of the Consultative Forum, as well as its governance relationship with the Joint Committee.

Paul Lawrence

Executive Director of Place

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Extending Membership of the Joint Committee

2. Executive Summary

- 2.1 The Pentland Land Managers Association (PLMA) has requested to become a voting member of the Joint Committee. Discussions with representatives of PLMA and representatives of other organisations with a substantive interest in the management of the Regional Park has determined that there is support for the proposal and also interest in extending voting membership to an organisation representing countryside user interests. City of Edinburgh Council Committee Services advises that only elected local authority members are competent to allocate local authority funding, therefore any non-local authority Joint Committee members would need to be excluded from budget related decision-making items.

3. Background

- 3.1 Following a request from the PLMA to become voting members of the Joint Committee, at its meeting of [20 January 2021](#) Committee instructed officers to report to the next meeting of the Joint Committee on the possible extension of membership to the Pentland Land Managers Association; and to liaise with Bob Barr (NFU) to explore possible ways of farmers and other landowners getting more input in the Joint Committee.
- 3.2 The PLMA was formed in November 2020 in response to the challenges faced by land managers due to the increasing number of visitors to the area and the lack of corresponding resources to support this increase.
- 3.3 The Association has been set up with the following objectives:
- 3.3.1 Providing a forum for Pentlands land managers to enable discussion on the land management issues and needs that relate to the Pentland Hills Regional Park;
 - 3.3.2 Providing a collective voice on behalf of Association members in raising concerns, responding to consultations, improving communication and encouraging positive management in relation to the Pentland Hills Regional Park;

- 3.3.3 Initiating and supporting solutions and actions that are intended to address issues and needs that have been identified by the Association or that arise over time;
 - 3.3.4 Sourcing funds to address issues that are negatively impacting land managers and causing damage within the Pentland Hills Regional Park area; and
 - 3.3.5 Acting at all times in the best interests of Association members in dealings with issues that relate to the Pentland Hills Regional Park.
- 3.4 The current Minute of Agreement (MoA) between the City of Edinburgh Council, Midlothian Council and West Lothian Council (see Appendix 2) states that the Joint Committee shall comprise of seven members of which three will be from the Managing Authority, three from Midlothian Council and one from West Lothian Council. East Lothian Council, Scottish Natural Heritage and the Scottish Water Authority will be invited to participate in all meetings in a non-voting capacity. The Three Councils will have the discretion to invite by agreement such other individuals or bodies as they consider appropriate from time to time in furtherance of the aims of the Regional Park.
 - 3.5 Recognising the need for wider representation in Regional Park matters, the MoA notes that the three Councils agree to the establishment of a Regional Park Advisory Group to provide a forum representative of all interests in the Regional Park which can provide technical and specialist knowledge to support the management and development of the Regional Park. The Advisory Group shall include one elected representative from each of the Three Councils. The Joint Committee shall invite non-local authority members to sit on the Advisory Group who shall be representative of the interests in the Pentland Hills area including appropriate local interests within that area. From time to time, the Advisory Group may recommend the convening of smaller sub-groups comprising representatives of key interests in order to advance discussions in detail on particular land management issues.
 - 3.6 Subject to the approval of each of the three Councils, the Joint Committee may agree to terminate the existence of the Advisory Group, and may at any time in the future re-establish the Advisory Group or such other working groups as it considers necessary to assist it in carrying out its functions under this Agreement.
 - 3.7 The Advisory Group was replaced by a Consultative Forum in 2005.
 - 3.8 At its meeting of 26 July 2012, the Joint Committee considered a number of proposals for amending the governance and consultative mechanisms for the Regional Park and agreed that the Joint Committee and Consultative Forum should remain as currently constituted and should continue to meet separately; all Joint Committee Members should attend the Consultative Forum where possible; and the Consultative Forum should meet in advance of the Joint Committee to provide Committee members with the opportunity to seek advice from the Forum on matters that they may be required to vote on subsequently.

- 3.9 At its meeting of 25 January 2013, the Joint Committee further deliberated proposals for amending the governance and consultative mechanisms. Committee considered that for good governance and effective decision making its membership should not become too large and that there should continue to be a clear distinction between it and the Consultative Forum, and determined that the National Farmers Union Scotland and Scottish Land and Estates be invited to represent farming and land managing interests as non-voting members of the Joint Committee.
- 3.10 Committee also agreed that any Community Council adjoining the Regional Park boundary expressing an interest in doing so should be invited to join the Consultative Forum; and that representation from cycling, angling, farming and land management, dog walking, and disability interests be encouraged.
- 3.11 The current MoA for the Regional Park is now dated and needs further amendment. This can be undertaken following a decision by Committee on any changes to governance arrangements.

4. Main report

- 4.1 The Pentland Hills Regional Park Joint Committee currently consists of voting members from the three local authorities and non-voting members from the National Farmers Union and Scottish Land and Estates.
- 4.2 The Pentland Hills Regional Park Consultative Forum comprises members of the Pentland Hills Regional Park Joint Committee, together with representatives of: Farming; Pentland Produce; Landowning; Ministry of Defence Estates; Scottish Wildlife Trust; Friends of the Pentlands; Harperrig Management Group; Walkers; British Horse Society; Scottish Hill Runners; Mountain Biking; Disabled Users; Scottish Angling Society; Water Sports; Orienteering; Sport Scotland; Historic Scotland; Economic/Rural Development (Scottish Executive); Visit Scotland; Balerno Village Trust; Community Councils - Balerno CC; Colinton Amenity Association; Currie CC; Fairmilehead CC; Juniper Green CC; Carlops CC; Damhead Community Council; Penicuik CC; West Linton CC; East Calder CC; Kirknewton Community Council; West Calder and Harburn CC.
- 4.3 Minutes from meetings of the Consultative Forum are made available to Joint Committee Members, and Joint Committee agenda have included items raised via Consultative Forum discussion.

- 4.4 Following the 20 January 2021 Joint Committee meeting, officers have had discussions with representatives of the following organisations to explore opinion on extending membership of the Committee to the Pentland Land Managers Association and possibly other pertinent organisations: Pentland Land Managers Association (PLMA); National Farmers Union Scotland (NFUS); Scottish Land and Estates (SLE); Friends of the Pentlands (FotP); NatureScot; and the Edinburgh and Lothians Greenspace Trust (ELGT).
- 4.5 In short, there were no significant concerns expressed by representatives of these organisations, there being recognition that land managers should be encouraged to engage with, be supported by, and support the purposes of, the Regional Park. The NFUS and SLE acknowledged that although there was some overlapping membership between the PLMA and their own organisations, each organisation is autonomous, complementary, and performs different functions, with the PLMA likely to have more “front line” experience of and engagement with issues and opportunities in the Regional Park. Although supporting the PLMA’s request for “full” Joint Committee membership, both the SLE and NFUS would prefer to remain on the Committee as non-voting members.
- 4.6 If the PLMA is to be invited to become a voting member of the Joint Committee, officers considered whether their land manager expertise could be complemented by the addition of a representative nature or land user organisation, hence discussions with potentially appropriate recreation and conservation organisations.
- 4.7 NatureScot confirmed its preference to retain their current status as advisors to the Joint Committee, feeling able to represent the natural heritage interests from continued involvement in the Joint Committee, Consultative Forum and Management groups.
- 4.8 ELGT similarly values its current advisory role to the Regional Park. However, an invitation to be a member of the Joint Committee would be received positively as the organisation feels that it can bring long-standing experience in environmental improvements, access management, community and group engagement and would want to facilitate and enable project delivery and income generation.
- 4.9 The Friends of the Pentlands has over 400 corporate and individual members and active volunteers engaged in environmental, conservation, recreational, development planning and education projects and activities for the betterment of the Pentland Hills. It considers the organisation an ambassador for other user organisations rather than their direct representative and its Board supports the principle of becoming a full member of the Joint Committee.
- 4.10 City of Edinburgh Council Committee Services advises that only elected local authority members are competent to allocate local authority funding. Any non-local authority Joint Committee members would therefore need to be excluded from budget related decision-making items.

5. Next Steps

- 5.1 Inform PLMA and other organisations involved in discussions to date of the Committee's decision.
- 5.2 Invite organisations to join the Committee as determined.
- 5.3 Review the MoA in light of its decision, reporting an updated draft of the MoA to the subsequent meeting of the Joint Committee.
- 5.4 Review the purpose, membership and arrangement of the Consultative Forum.

6. Financial impact

- 6.1 None

7. Stakeholder/Community Impact

- 7.1 Providing Joint Committee membership to appropriate organisations will enhance stakeholder and community engagement in the decision making of the Pentland Hills Regional Park.

8. Background reading/external references

- 8.1 None.

9. Appendices

- 9.1 Appendix 1 - Letter from Pentland Land Managers Association.
- 9.2 Appendix 2 - Pentland Hills Regional Park Minute of Agreement.
- 9.3 Appendix 3 - Map of land ownership within the Regional Park.

Appendix 1 - Letter from Pentland Land Managers Association

By email to the Pentland Hills Regional Park Joint Committee members (Councillors Neil Gardener; Graeme Bruce; Ricky Henderson; Russell Imrie; Kelly Parrie; Pauline Winchester and Damian Timson)

Re: Pentland Land Managers Association representation on the Joint Committee

Dear All

The Pentland Land Managers Association was officially formed in November 2020 and its founding members represent over 75% of the Regional Park land area. The association was formed in response to the challenges faced by land managers due to the increasing number of visitors to the area and the lack of corresponding resources to support this increase. The Association has been set up with the following objects:

- Providing a forum for Pentlands land managers to enable discussion on the land management issues and needs that relate to the Pentland Hills Regional Park
- Providing a collective voice on behalf of Association members in raising concerns, responding to consultations, improving communication and encouraging positive management in relation to the Pentland Hills Regional Park
- Initiating and supporting solutions and actions that are intended to address issues and needs that have been identified by the Association or that arise over time
- Sourcing funds to address issues that are negatively impacting land managers and causing damage within the Pentland Hills Regional Park area.
- Acting at all times in the best interests of Association members in dealings with issues that relate to the Pentland Hills Regional Park.

The main challenges of irresponsible access, insufficient infrastructure, under resourced ranger service and a lack of coordination and communication are now having significant impacts on our members abilities to run their businesses and on their mental health. The Association members recognise the challenges to the Park have been exacerbated by the Covid Pandemic and understand that similar challenges are being faced by many communities across Scotland. We believe that solutions to these problems can only be found by having appropriate representation by those who live and work on the land where the issues occur. The Association members are committed to finding solutions and improving the current situation in the Pentlands.

The Association therefore formally ask to become voting members of the Joint Committee so that they can become fully involved in the management of the Pentland Hills Regional Park and can contribute and help in finding solutions to the current problems. I shall look forward to hearing from you.

Yours faithfully

Graham Barr

Chairman, Pentland Land Managers Association

Appendix 2 - Pentland Hills Regional Park Minute of Agreement

MINUTE OF AGREEMENT (Final Draft 24/3/04)

between

The CITY OF EDINBURGH COUNCIL, constituted under the Local Government Etc. (Scotland) Act 1994 and having its principal office at Wellington Court, 10 Waterloo Place, Edinburgh, EH1 1UQ (who and whose successors are hereinafter referred to as "the Managing Authority")

and

MIDLOTHIAN COUNCIL, constituted under the Local Government Etc. (Scotland) Act 1994 and having its principal office at Midlothian House, Buccleuch Street, Dalkeith, (who and whose successors are hereinafter referred to as "Midlothian Council")

and

WEST LOTHIAN COUNCIL, constituted under the Local Government Etc. (Scotland) Act 1994 and having its principal office at West Lothian House, Almondvale Boulevard, Livingston (who and whose successors are hereinafter referred to as "West Lothian Council")

WHEREAS following an efficiency review of the funding and operation of the Pentland Hills Regional Park ("the Regional Park") the Pentland Hills Regional Joint Committee ("the Joint Committee) on 6th December 2002 resolved that:-

- (1) certain staff employed within the Regional Park would transfer to the Managing Authority;
- (2) 3 year service level agreements would be entered into between the Managing Authority and Midlothian Council and West Lothian Council;
- (3) the current systems of working by the Ranger Service be reviewed to maximise coverage within the Regional Park;
- (4) the Minute of Agreement originally establishing the Joint Committee in terms of section 56 and 57 of the Local Government (Scotland) Act 1973 ("the 1973 Act ") and a Regional Park Advisory Group

(the "Advisory Group") in terms of section 57(4) of the 1973 Act dated [] (the First Minute of Agreement") be revised to incorporate amendments reflecting the new arrangements specifically those affecting allocation of expenditure and employment of staff; and

- (5) the number, membership and frequency of meetings of the Advisory Group and any relevant management groups be reviewed.

AND WHEREAS the Managing Authority, West Lothian Council and Midlothian Council (hereinafter referred to as the "Three Councils") have decided for ease of reference to discharge the First Minute of Agreement and enter into this Minute of Agreement which will reflect the new arrangements referred to above while continuing certain provisions contained in the First Minute of Agreement.

NOW THEREFORE IT IS HEREBY AGREED AS FOLLOWS:

1. CONSTITUTION OF THE JOINT COMMITTEE

Constitution

1. (i) In accordance with the First Minute of Agreement now discharged the Three Councils hereby agree to continue to combine for the purpose of discharging their respective functions with regard to service provision and management issues in the Regional Park as set out in part one of the First Schedule to this Agreement, within the area including and adjoining the Regional Park as agreed by the Joint Committee, more particularly described and defined in the Schedule annexed and subscribed as relative to the Pentland Hills Regional Park Designation Order 1984. The constitution of the Joint Committee set up for this purpose shall continue to comprise of seven members of which three will be from the Managing Authority, three from Midlothian Council and one from West Lothian Council. East Lothian Council, Scottish Natural Heritage and the Scottish Water Authority will be invited to participate in all meetings in a non-voting capacity.
- (ii) The Three Councils will have the discretion to invite by agreement such other individuals or bodies as they consider appropriate from time to time in furtherance of the aims of the Regional Park.
- (iii) The Three Councils also hereby agree to be advised by the Joint Committee with regard to the exercise by the Councils of their respective powers and duties within the Regional

Park area with regard to tourism, recreation and conservation, and environmental education as set out in Part Two of the First Schedule to this Agreement.

Appointment to Joint Committee of Members by the Three Councils

2. (i) Each of the Three Councils shall appoint members to the Joint Committee in accordance with the provisions of this Clause and the Second Schedule to this Agreement, and such appointed members shall total seven.

- (ii) Each of the Three Councils shall appoint the first members of the Joint Committee before or at the meetings at which approval is given to this Agreement and the members so appointed shall, subject as hereinafter provided, continue in office until they are re-appointed or replaced by the Three Councils following an Ordinary Council Election. Each of the Three Councils, following such Ordinary Council Elections, shall, as soon as practicable thereafter, appoint members to the Joint Committee who shall hold office until they are re-appointed or replaced by the Three Councils following the election of members to that Council.

- (iii) Each of the Three Councils may at the same time as they appoint their members under paragraph (ii) *above*, nominate an equal number of alternative representatives who may attend any meeting of the Joint Committee in substitution for any member or members appointed by the Council to the Joint Committee in the event that any such member is unable to attend.

- (iv) Substitute members in attendance under paragraph (iii) *above* shall have the same right to speak and vote at any meeting as if they had been appointed to be members by the authority which they represent.

- (v) A member of the Joint Committee shall cease to be a member of the Joint Committee when that member ceases to be a member of the authority which appointed them, or on the appointment by that authority of another member in their place, whichever shall first occur.

Appointment of Chair

3. The Joint Committee shall elect a Chair and a Vice Chair at its first meeting and thereafter as soon as practicable following an Ordinary Council Election. The Chair shall hold office until re-appointed or replaced by the Joint Committee following the appointment of members to the Joint Committee by the Three Councils.

Casual Vacancies

4. Where a casual vacancy occurs in membership of the Joint Committee, the Council which appointed the member shall appoint a new member. Where the vacancy occurs in the case of the Chair or Vice Chair, the Joint Committee shall appoint a new Chair or Vice-Chair at the next meeting of the Joint Committee.

Quorum

5. The quorum of the Joint Committee shall be three provided that not less than two of the Three Councils shall be represented.

Procedures

6. (i) Decisions of the Joint Committee shall be by a simple majority of the members present and the Chair shall have a casting as well as a deliberative vote.

(ii) Subject to the delegation of functions within this Agreement the Joint Committee shall have power to regulate its own procedures.
7. (i) For the period of this agreement, the Managing Authority shall act as the managing authority for the Regional Park. The Managing Authority shall enter into Service Level Agreements with Midlothian and West Lothian Council with the aim of ensuring that the Regional Park is operated effectively for the benefit of Regional Park users, the farming community and other stakeholders. It is further agreed that the Managing Authority will act as administering authority for the Joint Committee and shall exercise the management functions of the Joint Committee as regards the

Regional Park. The functions of the Managing Authority shall include:

- (a) the servicing of the Joint Committee;
 - (b) the holding of all budgets on behalf of the Regional Park in an accountable manner and in accordance with standards of financial monitoring required of local authorities;
 - (c) the procurement of works, supplies and services on behalf of the Regional Park;
 - (d) the employment of all staff within the Regional Park;
 - (e) the application for and subsequent claim for revenue grant aid from Scottish Natural Heritage;
 - (f) the invoicing and/or crediting of the other two Councils for such agreed sums which may be owed by them or to them through the Service Level Agreements in connection with the management of the Regional Park.
- (ii) The Managing Authority on behalf of the Regional Park shall be entitled to call upon Midlothian Council and West Lothian Council to provide such professional, technical and administrative support to the Regional Park as is necessary for the operation of this Agreement and the service provision and management of the Regional Park. The type and level of assistance which is made available by Midlothian and West Lothian Councils shall be at their entire discretion.
 - (iii) The Managing Authority shall use its own standing orders with respect to contracts made on behalf of any of the Three Councils, for the supply of goods or materials or the execution of works or the provision of services in connection with the operation of this Agreement.
 - (iv) The Joint Committee shall meet not less than twice during each year and not less than ten working days notice of such meetings shall be given by the Managing Authority in writing, specifying the business to be transacted.

I. AIMS OF THE REGIONAL PARK SERVICE

8. (i) The aims of the Regional Park Service shall be, inter alia
1. To retain the essential character of the hills as a place for the peaceful enjoyment of the countryside.
 2. Caring for the hills, so that the landscape and the habitat is protected and enhanced.
 3. Within this caring framework, to encourage responsible public enjoyment of the hills in accordance with the statutory powers and duties of the Three Councils and having regard in particular to the requirements of the Land Reform (Scotland) Act 2003.
 4. Co-ordination of these aims so that they co-exist with farming and other land uses within the park.
- (ii) The objectives of the Joint Committee shall be to:-
- a) Co-ordinate the implementation of the appropriate service provision and management policies contained in the Lothian Structure Plan and any relevant Local Plans, or such other Plans which may succeed them.
 - b) Support community initiatives, relative to the aims of the Regional Park, within the boundaries of the three Council areas.
 - c) Seek to ensure that other bodies and persons shall have regard to the interests, objectives and policies of the Regional Park.
 - d) Endeavour to ensure representation at each local access forum.

II. DELEGATIONS OF FUNCTIONS

9. The Three Councils insofar as they have the power to do so hereby delegate to the Joint Committee the discharge of their functions with regard to the provision and management of visitor and countryside facilities and services, as listed in Part One of the First Schedule to this Agreement, including without prejudice to the said generality:

- a) all functions referred to within the terms of the Land Reform (Scotland) Act 2003 excepting such duties relating to the core path plan and any such functions and duties as the Three Councils may from time to time agree shall be reserved to the respective Councils;
- b) power to recommend to the Three Councils estimates of capital and revenue expenditure, and following consideration and approval by the Three Councils, for the Managing Authority to manage the Budgets of income and expenditure for the succeeding year, all in conformity with the provisions of Part IV (Financial Arrangements) of this Agreement;
- c) power to alter the structure of the Advisory Group as hereinafter defined in Clause 17.

IV. FINANCIAL ARRANGEMENTS

Revenue Expenditure

10. (i) The parties agree to meet the following approved annual budgetary contribution for the Regional Park or such other contribution as may be agreed by the Joint Committee and the Three Councils from time to time:

The Managing Authority£138,700

Midlothian Council....£75,000

West Lothian Council... £10,760

- (ii) The Managing Authority will where possible secure grant aid from Scottish Natural Heritage for all revenue expenditure in the Regional Park or from other bodies as appropriate.
- (ii) The Three Councils agree that expenditure required for unplanned items e.g. emergency repairs to buildings or properties will be apportioned in accordance with the location of the property within the Regional Park, each authority being responsible for such expenditure within its own Council Area. These responsibilities are further defined in the Third Schedule to this Agreement. Under explanation that the three Councils shall not be obliged to incur any such expenditure by virtue of this Agreement.

Capital Expenditure

- (iv) Capital expenditure will be planned in the context of the policies and proposals contained in the Pentland Hills Regional Park integrated management strategy or other relevant Plans. Each Council will be liable for any capital expenditure agreed by it for a project within its Council Area excepting Capital expenditure relating to the Regional Park Headquarters which shall be

divided between the Three Councils in proportions to be agreed by the Joint Committee subject to the prior approval of the respective Councils. The Managing Authority will seek to secure grant aid from Scottish Natural Heritage or other appropriate sources for all capital expenditure in the Regional Park.

Regional Park Budget

11. (i) Where capital expenditure is anticipated in any financial year the Joint Committee shall draw up a financial plan (hereinafter referred to as the "Financial Plan") setting out the proposed programme for capital expenditure beginning in 2003-2004, for the following three years and subsequent years. This Financial Plan will be submitted to each of the Three Councils, and they shall each have regard to it when preparing their own financial plans.
- (ii) Not later than the Thirtieth of December for each financial year, the Managing Authority shall, if required, prepare and submit to each of the Three Councils for their approval draft estimates of capital and revenue expenditure for the next financial year. These draft estimates shall have regard to the Financial Plan.

Accounts

12. The Managing Authority shall prepare Accounts annually to Thirty-First March and submit them to the Joint Committee no later than Thirty-First August following or such other date as may be agreed by the Joint Committee. The Accounts shall be audited in accordance with the provisions of Section 96 of the 1973 Act and the Accounts shall be submitted to the Three Councils after formal submission to and approval by the Joint Committee after completion of the audit. The Joint Committee shall meet by Thirtieth September each year or by such other date as the Joint Committee and the Three Councils may agree in advance of Thirtieth September each year in order to receive an Annual Report on the Management of the Regional Park together with the relative Accounts.

V. ADMINISTRATIVE AND STAFFING ARRANGEMENTS

13. Subject to the terms of the various Service Level Agreements to be entered into between the Managing Authority and West Lothian Council and Midlothian Council the Managing Authority

may at its sole discretion appoint such staff on such terms and conditions as it considers appropriate to fulfil the running obligations of the Regional Park.

4

Employment of Staff

14. The Managing Authority shall have responsibility for employing staff in established posts allocated to them following the decision of the Joint Committee on 6th December 2002, including the position of Park Manager. The Managing Authority will be responsible for the payment of such salaries and wages as are in accordance with the posts.

Land and Buildings

15. (i) In the case of the land and buildings (as detailed in the Third Schedule to this Agreement which may be amended from time to time with the agreement of the relevant parties having title to or interest in the land or buildings in question) in which any of the Three Councils have title or interest to, the title or other interest of said land and buildings shall continue to be vested in the name of that Council, but, subject to consultation with other parties having an interest in said land and buildings, that Council may agree with the Managing Authority that the management and maintenance of any of the said land and buildings to which they have title or interest to shall become the responsibility of the Managing Authority, on dates and terms to be stipulated and agreed by the Three Councils. The parties shall ensure that the Service Level Agreements to be entered into between the parties provide for appropriate public liability insurance to be maintained at all times and detail the party responsible for maintaining such insurance.
- (ii) Where land and buildings are under the management of the Joint Committee, and the title or other interest is vested in one of the Three Councils, that Council shall not dispose of that title or interest without first notifying the Joint Committee of its intention. The Three Councils shall each be bound to have regard to the views of the Joint Committee on these matters.

Planning and Other Matters

16. The Joint Committee shall be consulted by the Lothian Structure Plan Joint Liaison Committee at key stages in the progress of the revision and adoption of the Pentland Hills Regional Park Subject Local Plan. Advancement of the Subject Local Plan shall be the responsibility of the Lothian Structure Plan Joint Liaison Committee, or its successors.

VI. REGIONAL PARK ADVISORY GROUP

17. (i) The Three Councils agree to the establishment of a Regional Park Advisory Group (hereinafter referred to as "the Advisory Group") to provide a forum representative of all interests in the Regional Park which can provide technical and specialist knowledge to support the management and development of the Regional Park. The Advisory Group shall include one elected representative from each of the Three Councils. The Joint Committee shall invite non local authority members to sit on the Advisory Group who shall be representative of the interests in the Pentland Hills area including appropriate local interests within that area. The bodies represented on the Advisory Group shall be as described in the Fourth Schedule to this Agreement.
- (ii) Non local authority members invited to sit on the Advisory Group shall continue in office for a period not exceeding four years.

Chair, Vice-Chair and Clerk of the Advisory Group

- (iii) The Advisory Group shall be chaired by the Chair of the Joint Committee and shall elect a Vice-Chair from its own non local authority members. The Clerk to the Joint Committee as provided by the Managing Authority shall act as Clerk to the Advisory Group.

Meetings of the Advisory Group

- (iv) The Advisory Group shall meet not less than twice during each year on such dates and at such times and places as determined by the Chair. Provided that 3 working days notice of such meetings shall be given by the Chair in writing specifying the business to be transacted.

Sub-groups

- (v) From time to time, the Advisory Group may recommend the convening of smaller sub-groups comprising representatives of key interests in order to advance discussions in detail on particular land management issues.

Casual Vacancies

- (vi) Where a casual vacancy occurs in the Advisory Group, a replacement shall be appointed in

accordance with the procedures agreed by the Joint Committee.

Termination and reconstitution of Advisory Group

(vii) Subject to the approval of each of the Three Councils, the Joint Committee may agree to terminate the existence of the Advisory Group, and may at any time in the future re-establish the Advisory Group or such other working groups as it considers necessary to assist it in carrying out its functions under this Agreement.

VII. MISCELLANEOUS

Commencement and Variation

18. This Agreement shall be deemed to have commenced and taken effect on [] notwithstanding the date or dates hereof and may be varied by supplementary agreements between the Three Councils.

Withdrawal of a Party to the Agreement

19. Withdrawal may be made from this Agreement on Thirty-First March in any year by any of the Three Councils serving the Joint Committee not less than one year's notice to be served in like manner as a notice served under Section 190 of the 1973 Act, but such withdrawal shall not affect the obligations of the party withdrawing as respects their contribution to the budgets of the Regional Park for the next one financial year following the date of service of notice and in respect of any projects committed at the date of service of notice and which will require a financial contribution beyond the said one financial year.

Extension of or variation to the Regional Park Boundaries

20. Should the Regional Park's boundary be extended or otherwise varied, the Joint Committee shall have the authority to review this Agreement to reflect the new Regional Park area and the relevant Local Authorities.

Arbitration

21. Any dispute among the Parties to this Agreement shall be referred to the decision of an arbiter to be mutually agreed, and failing such agreement, to be appointed by the Sheriff Principal of Lothian and Borders on the written application of any of the Parties. The decision of such an arbiter including award of any expenses shall be final and binding on the Parties.

And the parties hereto consent to the registration hereof for preservation: IN WITNESS WHEREOF:

FOR AND ON BEHALF OF THE CITY OF EDINBURGH COUNCIL

Proper Officer

Witness

Date

FOR AND ON BEHALF OF MIDLOTHIAN COUNCIL

Proper Officer

Witness

Date

FOR AND ON BEHALF OF WEST LOTHIAN COUNCIL

Proper Officer

Date

FIRST SCHEDULE REFERRED TO IN THE FOREGOING MINUTE OF AGREEMENT

PART ONE

The Functions with regard to the Pentland Hills Regional Park to be delegated by the Three Councils to the Joint Committee shall be those contained within:

COUNTRYSIDE (SCOTLAND) ACT 1967 (as amended)

<u>Section</u>	<u>Rubric</u>
S.33 (i)	insofar as it relates to bring public paths into fit condition, and maintenance thereafter.
SS.39,40,42	insofar as they relate to operation, management, maintenance, etc. of long distance routes.
SS.43-45	Ploughing of rights of way, pasturing of bulls; power to authorise erection of stiles, etc., on public rights of way.
SS.46(1) – (3)	Protection and maintenance of rights of way.
S.48	insofar as it relates to management etc., of Country Parks.
S.48A, (2)(b)	management of Regional Parks.
S.49(1), (2)(b), 3	provision and maintenance of camping and caravan site; provision of services for use on sites and charging of use thereof.
S.49 A	Management agreements
S.50(1)	provision of accommodation, meals and refreshments.
S.51(1)	provision of parking places
S.53	contributions by or to local authorities.
SS.61-62	improvement of waterways for purposes of open air recreation.
SS.65	appointment of rangers, in relevant areas.

LOCAL GOVERNMENT (DEVELOPMENT AND FINANCE) (SCOTLAND) ACT 1964

<u>Section</u>	<u>Rubric</u>
S.2	except insofar as it relates to land acquisition and additional powers to develop land.

CARAVAN SITES AND CONTROL OF DEVELOPMENT ACT 1960 (as amended by S.I. 1996/323 Art 4 Schedule 2)

<u>Section</u>	<u>Rubric</u>
S.24	insofar as it relates to operation, maintenance and management, etc. of caravan sites.

REFUSE DISPOSAL (AMENITY) ACT 1978

<u>Section</u>	<u>Rubric</u>
S.3(1) and (3), S.4	Removal of abandoned vehicles. Disposal of removed vehicles.
S.5	Recovery of expenses connected with removed vehicles.
S.6(1)&(3), (4)&(6),(7) (8)	Removal and disposal etc. of other refuse.

LOCAL GOVERNMENT AND PLANNING (SCOTLAND)ACT 1982

<u>Section</u>	<u>Rubric</u>
S.15	Provision of recreational, sporting, cultural and social facilities and activities.
S.16(1)	Supplementary provisions permitting facilities to be run by other persons; charging admission/participation, management of parks, concessions for shops, stalls and restaurants, etc.
S.20(b)	insofar as it relates to improving, maintaining and managing a harbour, pier, boatslip or jetty.
S.26	Functions in relation to the provision of public conveniences.
S.30	Power to provide and maintain roadside seats.

ENVIRONMENTAL PROTECTION ACT 1990

<u>Section</u>	<u>Rubric</u>
S86	Preliminary -litter
S87 & 88	Offence of leaving litter and fixed penalty notices
S89	Duty to keep land and highways clear of litter etc.
S92	Summary proceedings by litter authorities

LAND REFORM (SCOTLAND) Act 2003 (subject to the reservation of the core path plan and such other functions, duties or powers as may be agreed from time to time by the Three Councils)

PART TWO

The Powers and Duties with regard to the Pentland Hills Regional Park to be exercised by the three

Councils on the advice of the Joint Committee shall be those contained within:

COUNTRYSIDE (SCOTLAND) ACT 1967 {as amended}

Section	Description
S.12	Scottish Natural Heritage to consult with local planning authorities and bodies on access requirements.
S.13	Access agreement.
S.14	Access Orders.
SS.16-20	Effect of access agreement or order on rights and liabilities of persons interested in land; Provision for securing safe and sufficient access; Power of local planning authority to force access; Suspension of public access to avoid risk of fire; Compensation for access orders.
S.24	Acquisition by local planning authorities of land for public access.
S.26	Maps of land subject to public access.
SS.30-38 [excluding SS.32 (1) and 32(3)]	Creation of public paths by agreement; Compulsory powers for creation of public paths; Making up and maintenance of public paths; Closure of public paths; Diversion of public paths; Compensation for creation, diversion and closure of public paths; Supplementary provisions as to creation, closure and diversion of public

paths.

SS.39-42	General provisions as to long distance routes; Approval of proposals relating to a long distance route; Ferries for purpose of long distance routes; Variation of approved proposals;
S.43(2)	Provisions relating to rights of way/ploughing of rights of way
S.46(1)	Assertion, protection and maintenance of rights of way.
S.48	Country Parks.
S.48A	Regional Parks.
S.49(2)	Acquisition of land in use or laid out as a camping or caravan sites (a) (4) Compulsory acquisition of camping and caravan sites. .
S.49A	Management Agreements.
S.50(2)	Compulsory Acquisitions (provision of accommodation, meals and refreshments).
S.51(2)	Compulsory Acquisitions (parking places).
S.54	Byelaws.
S.56A	Control of engine noise in quiet areas.
S.69(3)	Acquisition, appropriation and disposal of land.
S.75	Powers of entry.

CARAVAN SITES AND CONTROL OF DEVELOPMENT ACT 1960

<u>Section</u>	<u>Description</u>
S.24	Power of local authorities to provide sites for caravans.

TOWN AND COUNTRY PLANNING (SCOTLAND) ACT 1997

SS.159 -175	Planning permission to include appropriate provision for preservation and planting of trees;
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Tree preservation orders;
Provisional tree preservation orders;
Replacement of trees.

PLANNING (LISTED BUILDING & CONSERVATION AREAS)(SCOTLAND) ACT 1997

S1-8	Listing of buildings of special architectural Publication of lists Temporary Listing Authorisation of works affecting listed buildings
S66-68	Control of demolition

LOCAL GOVERNMENT (SCOTLAND) ACT 1973 as amended by the Civic Government (Scotland) Act 1982 and the Local Government Etc.(Scotland Act 1994)

<u>Section</u>	<u>Description</u>
SS.201-204	Byelaws for good rule and government; Procedure, etc. for byelaws; Register of byelaws; . Revocation of byelaws by resolution; Offences against byelaws; Evidence of byelaws.

SECOND SCHEDULE REFERRED TO IN THE FOREGOING MINUTE OF AGREEMENT

The number of its elected members that each of Three Councils shall appoint to the Pentland Hills Region Park Joint Committee shall be:

THE CITY OF EDINBURGH COUNCIL 3 members

MIDLOTHIAN COUNCIL 3 members

WEST LOTHIAN COUNCIL 1 member

Total 7 members

THIRD SCHEDULE REFERRED TO IN THE FOREGOING MINUTE OF AGREEMENT

Land and buildings within the Regional Park which are subject of the title or other interests vested in the Three Councils,

1. Property lying within the Regional Park and in the ownership or control of the Managing Authority

Bonaly Country Park

Harlaw House, including garage and garden

Clubbiedean office and toilet

Harlaw Car Park

Threipmuir Car Park

Triangular Birchwood, Threipmuir, also known as Redford Wood

Swanston Car Park and associated plots of land

Torphin Quarry

2. Property lying within the Regional Park and in the ownership or control of Midlothian Council

Flotterstone Visitor Centre and attached land

Flotterstone Car Park

Hillend Country Park, excluding the Ski-centre, associated buildings and dry ski facility

Hillend Country Park workshop facility

Boghall Car Park

3. Property lying within the Regional Park and in the ownership or control of West Lothian Council

Little Vantage Car Park

4. Property lying within the Regional Park and in the ownership or control of Scottish Agricultural College

Boghall Farmhouse, garage and associated land

5. Property lying outside the Regional Park but associated with its function and in the ownership or control of the City of Edinburgh Council.

Land and buildings at 14/2 Kirkgate, Currie.

FOURTH SCHEDULE REFERRED TO IN THE FOREGOING MINUTE OF AGREEMENT

Representation on the Regional Park Advisory Group.

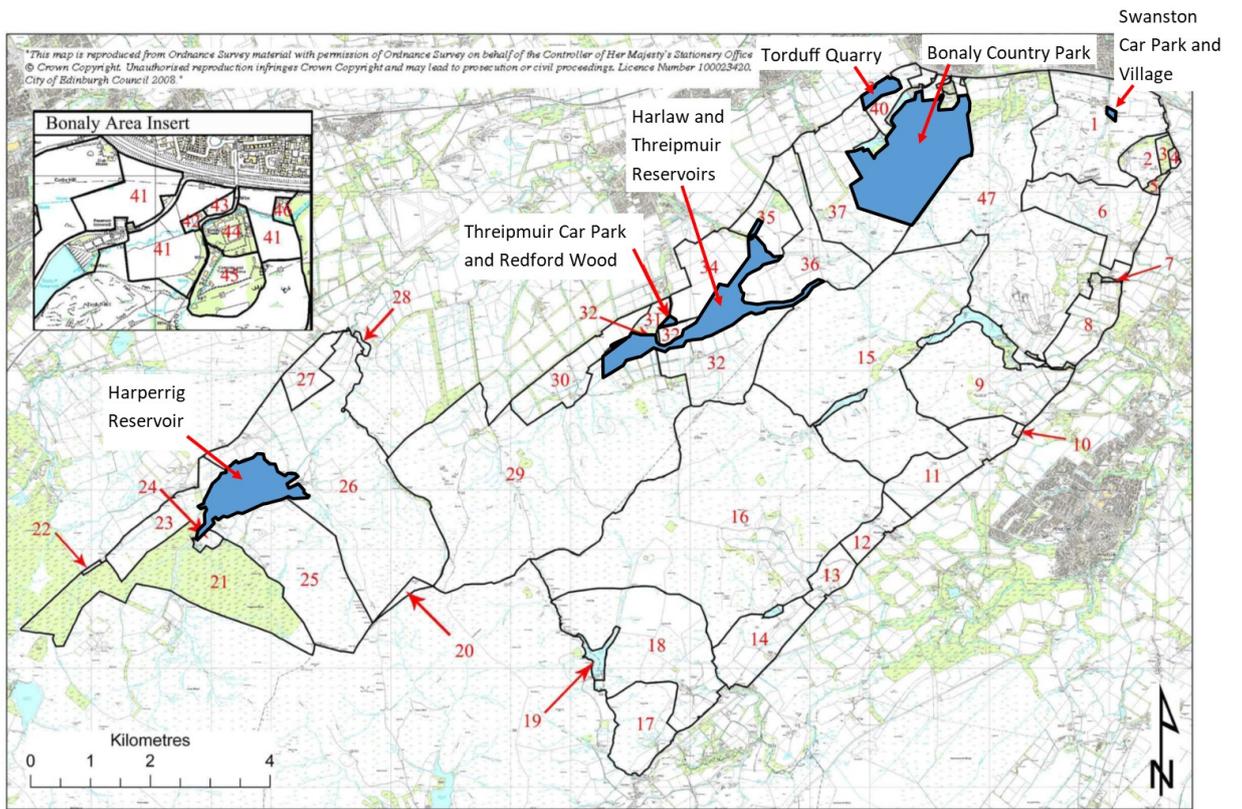
INTEREST GROUP

<u>MEMBERS</u>	NUMBER	BODY
Local Authority (three members)	1	Midlothian
	1	City of Edinburgh
	1	West Lothian
Landowning (four members)	1	Scottish Landowners Federation
	1	Ministry of Defence
	1	Scottish Water Authority
	1	Scottish Agricultural College
Farming (two members)	2	National Farmers' Union for Scotland
Heritage (two members)	1	Scottish Wildlife Trust
	1	National Trust for Scotland
Recreation (two members)	1	Scottish Countryside Activities Council
	6	Scottish Rights of Way and Access Society/ Ramblers Association
Community Councils (one member)	1	Community Councils Forum

OBSERVERS/ADVISORS

Natural Heritage	1	Scottish Natural Heritage
Recreation Formal	1	Scottish Sports Council
Economic Development	1	Local Enterprise Companies
Woodlands/Forestry	1	Forestry Authority
Scottish Executive Environment and Rural Affairs Department	1	Scottish Executive
Archaeology	1	Historic Scotland
Rural Development	1	SAC Advisory Services

Appendix 3 - Map of land ownership within the Regional Park



Land Owned by The City of Edinburgh Council