

The Carron Valley Forest Partnership

A Concordat between
Forestry Commission Scotland
(the Commission)

North Lanarkshire Council,
Stirlingshire Council
(the Councils)

the **Carron Valley Development Group (the CVDG)**

- [Add additional partner]
- [Add additional partner]
- and
- [Add additional partner]

Collectively '**The Partners**'

Contents

Introduction

The Concordat:

1. Providing Access
2. Promoting the use and enjoyment of Carron Valley Forest
3. Managing the recreational use of Carron Valley Forest
4. Developing mutual understanding
5. Implementation
6. Review
7. Annex A Plan
Annex B FC Bylaws

Concluded by:

Signed:, Date:
on behalf of the Forestry Commission Scotland

Name and Designation:

Signed:, Date:
on behalf of North Lanarkshire Council

Name and Designation:

Signed:, Date:
on behalf of Stirlingshire Council

Name and Designation:

Signed:, Date:
on behalf of the CVDG

Name and Designation:

Signed:, Date:
on behalf of [add partner]

Name and Designation:

Definitions

- a) The **Annual Programme of Works** will be a list of work proposed and agreed by the Commission and the **Partners** in the form of project plans at the **Annual Review Meeting**, or such subsequent meetings as may be convened by the Partners, to be undertaken in the current Financial Year. **CVDG wish to see a 5 year plan / agreement**
- b) **Carron Valley Development Group (CVDG)** was constituted on 5TH July 2003 and has no share capital. CVDG is recognised by Inland Revenue Charities as a Scottish Charity No: SCO36047. CVDG aim is to promote sustainable development for recreation in Carron Valley Forest.
- c) **Carron Valley Forest ('the Forest')**, extending to 3,135 hectares as outlined in red on the plan annexed hereto, is in the ownership of the Scottish Ministers who acquired the right to the interest of the Secretary of State for Scotland in this land by (One) The Scotland Act 1998 and (Two) Article 4 of the Transfer of Property Etc (Scottish Ministers) Order 1999 ("The Scottish Minister") who has placed it at the disposal of the Forestry Commission pursuant to section 39 of the Forestry Act 1967.
- d) **The Concordat** is between North Lanarkshire Council and **Stirling** Council, ('the Councils'), **Carron Valley Development Group ('CVDG')**, [add additional partners] and Forestry Commission Scotland ('the Commission'), forming the Carron Valley Forest Partnership. The Concordat aims to create a culture of co-operation and endeavour to deliver a wide range of public benefits in accordance with the aspirations and targets included at Annex 1 as may be amended at Annual Review Meetings and subsequent meetings..
- e) **Forestry Commission Scotland** is the forestry department of the Scottish Executive, advising on and implementing forestry policies. Its mission is to protect and expand Scotland's forests and woodlands and increase their value to society and the environment. Forestry Commission Scotland has responsibility and powers for managing the Scottish Executive Forest Estate. Its aim is to deliver Government forest policy as set out in the Scottish Forestry Strategy on this land, based on the principles of sustainability, integration, positive value, community support and diversity and local distinctiveness.
- f) The **Management Group** shall comprise one or two nominated persons to represent each Partner at the **Annual Review Meeting**, and such other meetings as **the Partners** may convene, for the management and implementation of the Concordat. A quorum shall be the Commission and at least two other Partners.

Item f) needs to be harmonised with item k)

- g) **North Lanarkshire Council** is the local authority and planning authority responsible for *inter alia*, the promotion of sustainable land use practices, land use planning and control within the boundary of North Lanarkshire.
- h) **Project Plans** shall be documents detailing the aims of individual projects and other relevant information including information identifying and designating the lead Partner and responsible person, specifications, location, costs, sources of funding, timescales, resulting obligations, and arrangements for maintenance over defined periods. Project Plans will be effective only when agreed by the **Commission** and a **quorum** of the Partners and included with an Annual Programme of Works.
- i) **Stirling Council** is the local authority responsible for[to be inserted by SC] within the boundary of Stirlingshire.
- j) [Add additional Partner details as above]
- k) A **Quorum** shall be ...[75%?].... representatives of the Partners with each Partner organisation counting as one.

See item f)

The Concordat

The purpose of this Concordat is to state and strengthen the collaboration and working relationship between Forestry Commission Scotland, North Lanarkshire and Stirling Councils, CVDG and [add additional Partners] to develop, maintain and manage sustainable recreational facilities and infrastructure in Carron Valley Forest for the greater benefit of recreational users as follows:

1. Providing Access

- a) **The Commission**, representing the Scottish Executive, agrees to allow access to the Forest by its **partners** for the completion of projects in accordance with agreed **project plans**, the agreed **Annual Programme of Works** and the Forestry Commission bylaws 1982 (Annex 2) and any subsequent revisions. Such access will include woodlands, pastures or unplanted areas and water courses, but specifically excluding buildings, and only so far as such access is consistent with rights of the Scottish Ministers' tenants and other parties who have or may have legal rights in the Forest.
- b) This Concordat shall not prevent the Commission from closing off public access to parts of the Forest where it is desirable in the interests of public safety in the connection with timber felling or other operations.
- c) **The Councils**, [add additional **Partners** as appropriate] and the **Commission**, in fulfilment of their statutory powers and responsibilities, agree to promote the development of sustainable recreational access infrastructure in the Forest through advice, grant aid and other means all in accordance with their policies and objectives.
- d) **CVDG**, [add additional **Partners** as appropriate], agree/s to carry out such development and maintenance activities, as may or have been agreed with Commission in the Forest, funded from private and public contributions in accordance with agreed **project plans** and the **Annual Programme of Works**.
- e) [Add additional Partners].
- f) **The Partners** agree to support the policy of providing open and permissive access to the facilities and to ensure that any activities undertaken by them conform to Scottish Executive policies stated or implicit in the Scottish Forestry Strategy.
- g) **The Partners** agree to consult and regularly advise the Commission of all prospective investments to be made in or connected with the Forest.

2. Promoting the use and enjoyment of Carron Valley Forest

- a) **The Commission the Councils** and [add additional **Partners** as appropriate] shall facilitate and support programmes and activities organised and agreed by **the Partners**, which promote recreational use of the Forest and facilities in accordance with this Concordat, events programmes or strategies and agreed **project plans**.
- b) **CVDG, The Commission and Partners agree** to promote the use of the Forest by :
 - Maintaining an accurate and up to date website that appeals to its target audience, and
 - promoting the Carron Valley trails and the wider Forest.
- c) **CVDG** also agrees to encourage the use of the Forest by the general public with a range of recreational interests, in harmony with Scottish Executive forestry policies and objectives. **and to have regard to other third party rights and interests and the impacts on all users of the Forest. Remove line in red - implicit in previous statements.**

d) [Add additional Partners].

3. Managing the recreational use of Carron Valley Forest

- a) **The Commission** agrees to work with **the Councils, CVDG** and [Add additional Partners] in the production of, and towards the implementation of, a **Recreation Plan** for the Forest, all in accordance with its policies and budgets and as may be amended by the Commission and at least two other Partners from time to time. **We need a definition of what a Recreational Plan actually is.**
- b) **The Commission** agrees to open up commercial and social opportunities by way of leases, contracts or agreements, as appropriate, which will be made available for the development of:
- recreational and educational activities,
 - development of water based activities, subject to agreement and support from Scottish Water, and
 - Other agreed activities,
- all as specifically and individually in accordance with **project plans** agreed with the **Commission**.
- c) It is understood that these opportunities will be subject to the Commission's public accountability obligations, including its commitment to the Scottish Forestry Strategy, and consistent with its statutory powers, policies and mission statements in force from time to time. Account will also be taken of any ministerial directions or government policies at the time.
- d) **The Commission** agrees to consider integrating specific community projects, proposed by **the Partners** within its recreation planning process for the Forest. **No need for this – a) refers**
- d) **The Partners** agree at all times to ensure that all necessary legal and statutory obligations, consents and suitable indemnity are in place and are complied with, including as appropriate risk assessments and public liability insurance.
- e) **The Partners** agree to promote close co-operation and collaboration in the planning and execution of all agreed projects in accordance with project plans as listed in the **Annual Programme of Works** (Annex 1) agreed by the **Management Group** and the **Commission** at the **Annual Review Meetings** and such subsequent meetings as may be convened by the Partners.
- f) **The Councils the CVDG and** [Add additional Partners] agree, through the **Management Group**, to participate in the development and execution of the Recreation Plan for the Forest, and to ensure that their programmes and activities detailed in the **Annual Programme of Works** conform to it. All management and planning processes included within the Annual Programme of Works will be overseen by the Management Group, who will be provided with progress reports on specific projects and finances as they develop and at Annual Review Meetings by the lead Partner specified in the relevant **project plan**.

4. Developing mutual understanding and Partnership

The Partners agree to:

- a) Respect their roles and interests, with the Commission acting on behalf of the owners: the Scottish Ministers, the elected representatives of the Scottish People, the Councils acting

on behalf of their electors **CVDG** acting on behalf of **recreational** users and [Add additional Partners] , in this partnership.

- b) Regularly consult each other and agree on work or activities with potential impact on the other's interests.
- c) Create and maintain close working relationships.
- d) Exchange relevant information and experience in promoting the Forest for recreation and enjoyment of the environment.
- e) Promote community participation and explore opportunities for joint action, publicity and communications.
- f) Liaise over opportunities for events, public participation and relevant commercial use of the Forest
- g) Support and involve communities in the activities of the **Partnership** and in the management of the Forest.

5. Implementation

The Partners agree:

- a) To ensure that no action arising from this Concordat will override the statutory duties and responsibilities of other organisations or the rights of any third parties including the requirement that the agreement of the Commission shall be required for any work taking place on its land.
- b) To provide contact details and keep each other informed of persons responsible for activities and approvals.
- c) To communicate the contents of this Concordat widely throughout their organisations and to other interested parties.
- d) To encourage the pooling of resources to further shared objectives and agreed projects.
- e) To nominate either one or two people to act as their representatives on the **Management Group** accepting that a Quorum shall be calculated on the basis of one representative per Partner.
- f) That programmes or projects to be implemented by the partners under this Concordat shall be the subject of agreed **project plans**.
- g) To hold an **Annual Review Meeting** and such subsequent meetings as may be convened by the Partners to review the progress of the partnership, and to agree on an Annual Programme of Work comprising agreed **projects** for their partnership in the Forest.

6. Review

This Concordat will subsist for a period of **five years** commencing notwithstanding the date of signing thereof unless **terminated** by the withdrawal of any of **the Partners** (including the **Commission**), subject to three months written notice. The Concordat may be extended or replaced by the Commission and one or more Partners after its termination or natural expiry. In the event that a Partner other than the Commission withdraws, the remaining Partners may agree to sustain the remaining Partnership. The Partners may also, by unanimous agreement extend the Partnership to additional organisations sharing the general aims and objectives of the Partnership.

For the avoidance of doubt this Concordat confers no legal rights on the Partners. The Commission reserves the right to withdraw immediately from this concordat in the event of changes in Scottish Executive policies on the management of the National Forest Estate by giving as much written notice as is practicable.

Prior to its expiry, this Concordat will be reviewed and, subject to agreement by the Partners, extended.

Ends

Aspirations and Targets of the Partnership

Aspirations

- Economic Development - Café/visitor centre development
Training
- Recreation - Footpaths
Mountain bike trails
Other recreational facilities
Interpretation both on & off site (eg boards, leaflets)
- Environmental improvement- View management
- Information - interpret and promote the ecological value of the Forest.

Targets *(Who, when)*

Café/visitor centre development

Dependent on outcome of study and discussion. *FCT What is FCT?*

Training

As necessary with regard to above.

Footpaths including All User Trails

Phase 2

- round the loch route, linking/bypassing existing roads with built all-user trail as required;
- links between deadend forest roads for all-users;
- easy access circular trail from existing carpark

Phase 3 and beyond. Refer to CV Plan

Mountain bike trails (in addition to all-user trails)

- complete the ascent trail from quarry to middle road
- develop alternative final section to bypass Fun Park

Other recreational facilities

Various small facilities such as shelters, signs etc *FCT (FC input as necessary), ongoing*

View management

Clearing views at selected points within the Forest *Partnership, 2004*
Other areas of Forest, eg upper Glen road Partnership, 2004 onwards – Not at Carron?

Ends