

[REDACTED]

THIS AGREEMENT is made the *second* day of *February* One thousand nine hundred and ninety-*four* BETWEEN GLOUCESTERSHIRE COUNTY COUNCIL of the first part COTSWOLD DISTRICT COUNCIL of the second part WILTSHIRE COUNTY COUNCIL of the third part and NORTH WILTSHIRE DISTRICT COUNCIL of the fourth part (hereinafter separately called "the Authority" or collectively as "the Authorities" which expressions shall include any successor Authority or Authorities)

WHEREAS:

(1) There has been in existence for many years a Joint Committee of the Authorities known as the Cotswold Water Park Joint Committee established under Sections 101 and 102 Local Government Act 1972 to develop and maintain as a Water Park an area of land comprising 5,700 hectares in the Ashton Keynes - South Cerney - Fairford areas as further defined on the map attached hereto outlined in red and situate in the Counties of Gloucestershire and Wiltshire (the said area hereinafter being referred to as the "Water Park")

(2) The Authorities are desirous of amending the objectives and constitution of the Joint Committee in manner hereinafter appearing

NOW IT IS HEREBY AGREED between the parties hereto in pursuance of the powers conferred on them by virtue of Sections 101 and 102 of the Local Government Act 1972 as follows:

1. COTSWOLD WATER PARK JOINT COMMITTEE

1.1 The Cotswold Water Park Joint Committee (hereinafter called "the Committee") shall be and is hereby established for the purposes described in Clause 2 of this Agreement in accordance with the terms of this Agreement

1.2 Until the Committee otherwise decides the offices of the Committee shall be at the offices of Gloucestershire County Council situate presently at Shire Hall Gloucester

2. OBJECTIVES/DUTIES

2.1 The objectives of the Committee shall be

- 2.1.1 to prepare an overall Plan for the Cotswold Water Park and amend or revise this from time to time as appropriate with the agreement of the Authorities
- 2.1.2 to promote and implement the overall Plan for the Water Park by advice to and in partnership with the Authorities
- 2.1.3 to promote the effective management of land and water areas within the Water Park under the control of the Joint Committee for the benefit of amenity and public enjoyment
- 2.1.4 the protection of settlements within the Water Park from any adverse effects of development proposals, whether for mineral extraction or after uses
- 2.1.5 the improvement and management of the landscape setting of settlements
- 2.1.6 the conservation and management of the unique wetland and meadow habitat of the Water Park
- 2.1.7 the creation of a new and improved landscape within and between development sites
- 2.1.8 the appropriate restoration and landscaping of mineral workings

- 2.1.9 the encouragement of appropriate high quality sport, recreation and tourism developments, on suitable sites and of an appropriate scale, for the benefit of local people and visitors alike
 - 2.1.10 the improvement and extension of public access to and within the Water Park
 - 2.1.11 the co-operation of public and private sector bodies, landowners and the local community in planning for, implementing and managing change within the Water Park
 - 2.1.12 the provision of information about the Water Park and the promotion of its educational opportunities
- 2.2 The duties of the Committee shall be:
- 2.2.1 to advise and comment on planning applications in the Water Park area relating to minerals minerals restoration landscape after use of sites for sports recreation tourism conservation and agriculture significant proposals within the landscape protection zones around the Water Park villages highways schemes and material changes of use coming with any of the above categories. In any case the Planning Officer of an Authority will be able to identify other applications within any of these categories which should be brought to the attention of the Committee

- 2.2.2 to advise and comment on Regional Structure and all Local Plan proposals in so far as they relate to the Water Park
- 2.2.3 to prepare and keep under review an overall Plan and to set and review the policy framework of the Committee
- 2.2.4 to arrange for the management of Keynes Country Park and other land administered by the Committee
- 2.2.5. to promote or commission the carrying out of any environmental and landscaping works in the Water Park area
- 2.2.6 to approve the budget and recommend the appropriate level of Local Authority contributions

3. MEMBERSHIP

3.1 The Committee shall henceforth be constituted upon the appointment of Members in accordance with Clause 3.2 hereof

3.2 The Committee shall consist of:

- 3.2.1 Twelve Members of the Authorities to be appointed by the Authorities as follows:
 - Three Members of Gloucestershire County Council
 - Three Members of Wiltshire County Council
 - Three Members of Cotswold District Council
 - Three Members of North Wiltshire District Council

- 3.2.2 Each Authority shall also have power to appoint up to two Deputy Members who shall be entitled to attend in the absence of any first named Member from an Authority and the provisions of this Agreement relating to Members shall apply to Deputy Members
- 3.2.3 The Committee shall appoint one independent Member to the Committee from nominations received from the Countryside Commission one independent Member to the Committee from nominations received from the South Western Council for Sport and Recreation and one independent Member from nominations received from English Nature each to serve for a period of two years or such other period as the Committee shall determine
- 3.2.4. The bodies referred to in Clause 3.2.3. shall each be entitled to nominate a Deputy Member who shall be entitled to attend in the absence of their nominated Member and the provisions of this Agreement relating to Members shall apply to such Deputy
- 3.2.5 Subject to clause 3.2.7. the Joint Committee shall appoint up to three independent Parish Council or Parish Meeting Members to the Committee from nominations received from any appropriate Parish Councils in the Water Park to serve for a period of two years or such other

period as the Joint Committee shall from time to time determine (and subject to Clause 7.5 hereof)

3.2.6. The Parish Councils referred to in Clause 3.2.5. shall be entitled to nominate up to two Deputy Members who shall be entitled to attend in the absence of any first named Member and the provisions relating to Members shall apply to such Deputies

3.2.7. At least one nomination made in accordance with Clause 3.2.5. shall be in respect of Parishes in Gloucestershire and at least one similarly in respect of Parishes in Wiltshire

3.3 Each Member appointed by the Gloucestershire County Council and Wiltshire County Council shall serve until the annual meeting of the respective Councils in 1997 and thereafter for periods of four years expiring on the date of the annual meeting of the respective County Councils in every fourth year

3.4 Each Member appointed by the Cotswold District Council and North Wiltshire District Council shall serve until the annual meeting of the respective Council in 1997 and thereafter for periods of four years expiring on the date of the annual meeting of the respective District Council in every fourth year

3.5 The Clerk or other duly designated Officer of each Authority shall forthwith after the appointment of any Member or Deputy Member of the Committee by the Authority

- notify the name and address of the Member appointed to the Secretary of the Committee
- 3.6 A Member who ceases to be a Member of the Authority by which he was appointed shall upon cessation also cease to be a Member of the Committee
- 3.7 A Member of the Committee may resign his membership by giving notice in writing thereof to the Secretary of the Committee and to the Clerk of the Authority by whom he was appointed
- 3.8 Upon a casual vacancy arising the Secretary of the Committee shall forthwith notify the Clerk of the Authority by whom the Member was appointed of the vacancy and any such vacancy shall be filled as soon as practicable by the appointment of the new Member of the Authority in whose representation the vacancy arises The person so appointed shall hold office during the remainder of the term of office of the person in whose place he is appointed
- 3.9 The Committee may also co-opt representatives of other bodies or individuals deemed to be relevant bodies or individuals with relevant expertise by the Committee to attend meetings in a non-voting capacity for such period or periods as the Committee may from time to time determine
- 3.10 The membership may be varied from time to time as the Committee may consider necessary subject to the approval of the Authorities

4. MEETINGS

4.1 The Committee shall determine the number and frequency of its meetings but so that there shall be not less than two and normally not more than four meetings per annum

4.2 The Committee shall be entitled to set up from time to time such Sub-Committees or Working Parties as it may consider appropriate for the better performance of its functions and shall have full powers to determine the membership and terms of reference of such Sub-Committees or Working Parties

5. CHAIRMAN AND VICE-CHAIRMAN

5.1 The Committee shall elect a Chairman and Vice-Chairman annually in accordance with the provision of Clauses 5.2 to 5.5 inclusive hereof

5.2 The positions of Chairman and Vice-Chairman shall only be occupied by a Member of an Authority

5.3 If the Chairman is a Member of a County Council the Vice-Chairman shall be a Member of a District Council and if the Chairman is a Member of a District Council the Vice-Chairman shall be a Member of a County Council

5.4 The Committee will normally have regard to the desirability of the Chairman and Vice-Chairman being Members of Authorities in different Counties

5.5 No Member shall be entitled to occupy either of the positions of Chairman or Vice-Chairman for more than four years or consecutively for more than eight years where the Chairman has previously been the Vice-Chairman

6. OFFICERS

6.1 The Authorities shall appoint a Secretary and Treasurer to the Joint Committee and may appoint such other officers from within the existing Authorities as are necessary to enable them to discharge their functions

6.2 Until such time as the Committee may decide to make other arrangements Gloucestershire County Council will provide a Secretary and Treasurer for the Committee

6.3 The Committee shall be advised in relation to their functions under this Agreement by the Chief Executive Officers or other appropriate Officers and the County and District Planning Officers and other appropriate Officers of the Authorities jointly who shall be entitled to attend meetings of the Committee and in order to ensure the availability and consistency of advice in relation to the work of the Committee the Authorities shall:

6.3.1 nominate from time to time one Officer from each Authority as representative for matters relating to the work of the Committee

6.3.2 nominate Officers to serve on the Cotswold Water Park Joint Committee Officers' Team (hereinafter called "the Officers' Team") which shall be responsible for the preparation of reports and the provisions of professional advice to the Committee

6.4 The Committee may appoint such staff as it considers appropriate to carry out the work of the Committee, and

such staff shall be appointed to such of the Authorities as may be agreed.

- 6.5 It is agreed by the Authorities that the salaries of Officers employed on the work of the Committee should be borne by the Authorities and will not be recharged to the budget of the Committee with the exception of the salary of the Water Park Liaison Officer referred to in Clause 6.4 and of the existing Ranger and Assistant Ranger based at Keynes Park and such other staff as may from time to time be employed exclusively to carry out the functions of the Committee

7. FINANCE

- 7.1 The costs incurred by the Committee will be borne equally by the Authorities after taking into account receipt of any grant
- 7.2 The Committee will prepare in *March* of each year its revised revenue and capital budgets for the current year and its budgets for the ensuing financial year and these shall be immediately submitted to the Authorities for approval. Where the cost of capital works is not covered by the agreed Water Park budget or from accumulated surpluses the initial cost of the capital programme will be borne by such of the authorities as may from time to time be agreed but the revenue consequences of the approved capital programme will be included in the revenue budget submitted to the Authorities for approval and the costs will accordingly be recharged equally between the parties. Capital works will normally be funded directly

from the Joint Committee's Revenue Budget and capital funding will only be sought in exceptional circumstances

7.3 The Authorities shall pay to the Treasurer on each year their contributions to the Committee's net revenue expenditure for that year such contributions to be based on the approved budget for that year. Upon the determination of the actual net revenue expenditure for that year any sums remaining unexpended will be carried forward to the next financial year to the account of the Committee

7.4 The Joint Committee shall within the budgetary limits agreed in advance by the Authorities be authorised to approve expenditure within the objectives of the Committee and to apply for grant or otherwise obtain income on behalf of and for the benefit of the Authorities

7.5 If at any time there are Parish Council representatives serving on the Committee in accordance with Clause 3.2 hereof the Committee may request the Parish Councils to make a reasonable annual financial contribution to support the objectives of the Committee

8. DELEGATION OF FUNCTIONS

8.1 The Authorities hereby agree to delegate to the Committee in respect of their areas from time to time within the Water Park their functions in relation to:-

8.1.1. the duties of the Committee specified in Clause 2 above

8.1.2 the provision management and improvement of Country Parks camping caravans picnic

- sites and car parks including the provision of interpretation information Warden and associated visitor services
- 8.1.3 the provision and management of facilities for the enjoyment of access to open country open spaces lakes and water based activities
- 8.1.4 countryside management landscape and habitat improvement
- 8.1.5 local nature reserves
- 8.1.6 Public Rights of Way but only in respect of the maintenance and improvement of their surfaces the maintenance of stiles and gates thereon the cutting and trimming of vegetation thereon and the erection of signs and waymarks
- 8.2 The Committee will in consultation with Landowners formulate a network of footpaths and bridleways for the Water Park for consideration by the respective Highway Authorities under Clause 8 and will prepare and undertake a programme of maintenance in relation thereto in consultation with the respective County Surveyor
- 8.3 In the event of the Committee wishing land to be acquired under the provisions of Clause 8.1 any land so acquired shall be held by the Gloucestershire County Council in respect of land situate in the County of Gloucestershire and by Wiltshire County Council in respect of land situate

in the County of Wiltshire and any land so acquired shall be held for the benefit of the Committee

9. CONSULTATION WITH AUTHORITIES

9.1 The Authorities hereby agree to refer the following matters concerning the Water Park to the Committee for the Committee's consideration and advice so as to ensure that any such advice is available before action is taken by an Authority Where statutory requirements preclude obtaining such advice before taking any action the Authority will before taking any action give the reasons therefor in writing to the Secretary who shall report the action taken and the reasons therefor to the meeting of the Committee next ensuing:

- 9.1.1 the acquisition and disposal of land and buildings within the Water Park
- 9.1.2 consideration of matters within the Water Park arising under the Town and Country Planning Acts as more specifically referred to in Clause 2.2.1 hereof
- 9.1.3 the creation diversion and extinguishment of footpaths and bridleways and legal action to protect the same
- 9.1.4 the promotion of tourism
- 9.1.5 sport and recreation
- 9.1.6 Major traffic management proposals
- 9.1.7 the making of Byelaws under Section 41 of the Countryside Act 1968 and Section 90 of the

National Parks and Access to the Countryside Act

1949

10. STANDING ORDERS AND FINANCIAL REGULATIONS

10.1 Until such time as the Authorities may decide to make other arrangements the meetings and proceedings of the Committee shall be conducted in accordance with the Standing Orders and Financial Regulations of Standing Committees of the Gloucestershire County Council

11. TERMINATION/VARIATION

11.1 This Agreement may be terminated or any part thereof may be varied by agreement between the Authorities and any of the Authorities may terminate this Agreement by giving at least 12 months notice in writing to expire on 31st March in any year to the other Authorities

11.2 The contribution to be paid by any Authority under Clause 7.1 above during the period of 12 months preceding the coming into effect of any notice given by it to terminate under Clause 11.1 above shall be limited to a sum not exceeding its contribution for the previous year together with an increase based on the annual rate of inflation prevailing at the date of the notice

11.3 In the event of the Committee ceasing to exist for whatever reason any outstanding liabilities directly attributable to its prior existence shall be shared equally between the Authorities

12. SUCCESSOR AUTHORITIES

In the event of reorganisation of Local Government pursuant to the Local Government Act 1992 taking place during the currency

of this Agreement any successor Authority shall assume the rights and obligations of its predecessor Authority or Authorities generally and in particular in relation to membership and financial contributions

IN WITNESS whereof the parties hereto have caused their Common Seals to be hereunto affixed the day and year first before written

THE COMMON SEAL of
GLOUCESTERSHIRE COUNTY COUNCIL
was hereunto affixed
in the presence of:-

County Solicitor

THE COMMON SEAL of
COTSWOLD DISTRICT COUNCIL
was hereunto affixed
in the presence of:-

Chairman

Chief Executive

DATED _____

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GLOUCESTERSHIRE COUNTY COUNCIL

- and -

COTSWOLD DISTRICT COUNCIL

- and -

WILTSHIRE COUNTY COUNCIL

- and -

NORTH WILTSHIRE DISTRICT COUNCIL

A G R E E M E N T

relating to Cotswold Water Park
Joint Committee

R.I.M. Wotherspoon
Shire Hall
Gloucester
GL1 2TZ

County Solicitor