

RECOMMENDATIONS

1.6. It is recommended that the Helensburgh and Lomond members:

1.6.1. Welcome the award of contract to Civic Engineers for £99,333.00 for the identification of a route linking Morrisons Supermarket/Hermitage Academy to Helensburgh Town Centre/Waterfront, and development of this to Concept Design stage.

1.6.2. Note the agreement of one (1) change requests from WSP at an additional cost of £5,285.53, taking the total cost of WSPs work to £265,913.00. This additional cost is covered by externally secured funding.

1.6.3.

HELENSBURGH, CARDROSS AND DUMBARTON CYCLEPATH UPDATE

2.0 INTRODUCTION

- 2.1. This report updates Members of the progress made since the Helensburgh and Lomond Area Committee on 13 June 2023 in relation to the delivery of a dedicated, high quality walking and cycle path linking Helensburgh, Cardross and Dumbarton. The delivery of this path is a stated Council Priority.
- 2.2. Full details of the project, including previous progress is available in the project update reports previously presented to this Committee.

3.0 RECOMMENDATIONS

- 3.1. It is recommended that the Helensburgh and Lomond members:

3.1.1. Welcome the award of contract to Civic Engineers for £99,333.00 for the identification of a route linking Morrisons Supermarket/Hermitage Academy to Helensburgh Town Centre/Waterfront, and development of this to Concept Design stage.

3.1.2. Note the agreement of one (1) change requests from WSP at an additional cost of £5,285.53, taking the total cost of WSPs work to £265,913.00. This additional cost is covered by ex3()9tional cost cost coco2tana09P5-6()28(b)-6(BD.cB27(o())TJETBT1

3.1.8. Give consideration to identifying how future maintenance of the path will be funded and undertaken, given the current situation where no path specific maintenance funding is provided to the Council.

4.0 DETAIL

4.1. The Active Travel Team (LVSDU) is a team within the Development and Economic Growth Service. No Council funding is currently received by the Active Travel Team. All project costs, including internal staff costs, have to be funded via successfully securing highly competitive external challenge funds.

4.2. In 2022/23, the Active Travel Team secured £3.03M external funding for the development and delivery of a total of 32 projects across Argyll and Bute, including the Helensburgh

	landowners appointed agent to secure voluntary agreement.			effect on value of their security.
Section 22 Path Order	Land Reform (Scotland) Act 2003 Only where it is impracticable for the Council to enter into a Path Agreement may the Council make a Path Order.	6 months ±2+ years, depending on if any objections lodged and time taken by legal process.	If successful, would secure access to the necessary land.	All land required must be identified in full prior to commencing process. Unable to amend land required once process commenced. If secured, the Path Order cannot be amended.
Compulsory Purchase Order	Land Reform (Scotland) Act 2003 or another enabling act.	6 months ±2+ years, depending on if any objections lodged and time taken by legal process.	If successful, would secure access to the necessary land. Permissible to continue negotiation with landowners and any land which is successfully acquired by negotiation could be removed from CPO during process.	All land required must be identified in full prior to commencing process. Once process commenced can remove land from process but not add. Could be most costly option, in view of requirement to advertise in local and national newspapers at various stages in the process and also if hearing or

- 4.18. Landowners have the opportunity to submit an objection to a CPO, which will be taken into consideration by the Scottish Government Reporter in reaching their recommendation. Due to the potential for a hearing or public local enquiry and requirement to advertise in local and national newspapers at various stages in process a CPO can be a costly approach. It is understood the CPO process can take from around 6 months if no objections are submitted, to in excess of 2 years where sustained objections are submitted and a hearing is required. Should a CPO be successful it would set a value to be paid for the land, based on market value of the land and any permitted losses to the landowner, and the Council would have a specific time period in which to make payment to the landowner(s) and take possession of the land for its intended purpose.
- 4.19. As the Council does not regularly promote CPOs and, to Officers knowledge, no CPO has been promoted to date for an active travel route; it is understood that Officers can seek guidance from Scottish Government civil servants on the detailed process for the submission and determination of a CPO. While seeking this advice has no bearing on the decision make in relation to a CPO, it would provide a more detailed understanding of the process in relation to an active travel route.
- 4.20. It is understood by Legal Services that the Scottish Government may take into consideration that route based infrastructure, e.g. a road, requires the successful acquisition of every section of land along the route for the delivery of the infrastructure. As a cyclepath is a piece of route based infrastructure, Officers also require to establish if this will be taken into consideration in determining any CPO submission.
- 4.21. Table 2 outli TJETB8R(a)-6(st)27ve42 la2 least

Section 21	No direct cost for land, albeit landowner may seek accommodation works Landowner retains ownership Permanent	Requires to be secured via negotiation with landowner.
Section 22	No direct cost for land, albeit landowner may seek accommodation works Landowner retains ownership Permanent	Legal process required which can take 6 months to 2+ years.
Servitude	Permanent	Requires to be secured via negotiation with landowner. Usually requires a capitalised payment to be made.
Purchase	Permanent	May require to be secured via negotiation with landowner (voluntary purchase). Alternatively, a legal process may be required (compulsory purchase), which can take 6 months to 2+ years. Usually requires a capitalised payment to be made.

4.22. Path Agreement is a voluntary agreement to allow the construction, maintenance and use of a path/cyclepath and involves either a single capitalised or regular, e.g. annual, payments for the agreement. A Path Agreement must include a termination date, although this can be many decades in the future, as it cannot be an agreement in perpetuity. Most Path Agreements also include one or more severance clauses that enable one or either party to terminate the agreement if circumstances change.

4.23. Lease is a voluntary agreement between the Council and the landowner to allow the consultation, maintenance and use of a path/cyclepath and involves either a single capitalised or regular, e.g. annual, payments for the agreement. A Lease must include a termination date, although this can be many decades in the future, as it cannot be an agreement in perpetuity. Most Leases also include one or more severance clauses that enable one or either party to terminate the agreement if circumstances change.

4.24. Section 21 Path Agreement is a voluntary agreement to allow the construction, maintenance and use of a path/cyclepath and involves either a single capitalised or regular, e.g. annual, payments for the agreement. A Section 21 Path Agreement do not result in any payment to the landowner. A Section 21 Path Agreement cannot be revoked without a legal process.

4.25. Section 22 Path Order is a compulsory process which enables the construction, maintenance and use of a path/cyclepath and involves either a single capitalised or regular, e.g. annual, payments for the agreement. A Section 22 Path Order do not result in any payment to the landowner. A Section 22 Path Order cannot be revoked without a legal process.

4.26. Servitude is a legal right in perpetuity to access or cross land belonging to another and recorded in title deeds. In the case of a path, this could include the rights to access, construct, maintain and use of a path/cyclepath and involves either a single capitalised or regular, e.g. annual, payments for the agreement.

6.2. Financial

6.7. Risk

There is a reputational risk to the Council if the project is not completed within a reasonable timeframe.

6.8. Customer
Services

None.