

Peebles & District Community Council
Planning Report
Draft Thu 7 November 2024

1.0 General

- 1.1 **Tweedbridge Court** – No change
- 1.2 **Baptist Church Building** – No change
- 1.3 **Victoria Park Centre** – Councillor Tatler may be able to update

2.0 Planning Applications - Current Interest

Wind farms¹

- 2.1 **Leithenwater** – 24/00512/S36 / ECU00004619 – Awaiting decision. SBC S36 deadline 5 Mar 2025.
 - 2.1.1 5 Jul 2024 **RSPB requests** 3 turbines deleted or moved, disagreeing with EIA report findings on impact to golden eagle and citing impact to (red-listed) Black Grouse and breeding Curlew.
 - 2.1.2 1 Aug 2024 landowner **Raeshaw Farms object**, citing multiple NPF4 policy failures e.g. “policy [3 biodiversity] requirement for betterment”
 - 2.1.3 23 Oct 2024 **Belltown Power reject RSPB’s request** “NatureScot did not raise any concerns” (see **NatureScot’s advice** 15 Jul 2024).
 - 2.1.4 4 Nov 2024 Second meeting of Leithenwater Wind Farm Community Liaison Group (CLG). Community Benefit & Ownership Memoranda of Understanding (MOU) attached. Public comment invited.
- 2.2 **Scawd Law** – 23/00013/S36 / ECU00002111 – Awaiting decision. SBC S36 deadline now 5 Mar 2025.
 - 2.2.1 2 Feb 2024 **NatureScot strongly advise turbines 7 & 8 removed** from ridge to protect golden eagles/meet NPF4 biodiversity policy.
 - 2.2.2 19 Sep 2023 **Rt Hon David Mundell MP objects**.
 - 2.2.3 20 Feb 2023 **Walkerburn and District Community Council paper**.
- 2.3 **Bowbeat, extend operational period by 5 years to 14 Aug 2030** – 24/00571/FUL. Approved at planning committee meeting 9 Sep 2024.
- 2.4 **Cloich Forest** – ECU00003288 – Awaiting decision.
 - 2.4.1 6 Sep 2024 **Midlothian Council objects** on biodiversity, landscape and transport (route pinch points) grounds especially at Howgate.
 - 2.4.2 2 Sep 2024 **Howgate Community Council** submissions

Other

- 2.5 **Variation of conditions of expired Planning Permission in Principle 19/00182/PPP** – Kingsmeadows House (Granton Homes) Ref Nos: 24/00030/FUL, 24/00031/FUL and 24/00247/FUL – Awaiting decision.
 - 2.5.1 25 Oct 2024 **planners recommend approval** of 24/00030/FUL. To be decided by SBC planning committee 9 Dec 2024 (**agenda**).
 - 2.5.2 3 Jun 2024 withdrawn from Planning Committee meeting on **recommendation of Chief Legal Officer**
 - 2.5.3 24 May 2024 planners recommend approval of 24/00030/FUL.
 - 2.5.4 Circa 248 objections, including from this Community Council.

¹ Information on Community Benefits and Community Ownership available in the [Scottish Government Good Practice Principles](#) and the [Local Energy Scotland](#) website

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- 2.6 **Edderston Farm change of use to Events Venue** – 21/01327/FUL – Awaiting decision. No change since 21 July 2023
- 2.7 **March Street Mills – 50 houses and flats, demolition of mill buildings** – Ref No: 23/00884/FUL and Ref No 23/00883/CON.
2.7.1 Full permission (23/00884/FUL) approved by PC 9 Sep 2024.
2.7.2 Conservation area consent (23/00883/CON) granted 5 Feb 2024
- 2.8 **March Street Mills – 2 houses and 12 flats, affordable housing** – Ref No: 24/00181/FUL – Awaiting decision. Outstanding matters re: flood levels. No change since 28 Aug 2024.
2.8.1 To satisfy condition 13 (affordable housing) of 23/00884/FUL.
2.8.2 PCC supported this application.
- 2.9 **Commercial storage yard comprising storage containers, Land West of Tweedview, South Park Industrial Estate** – Ref No: 24/01016/FUL – Awaiting decision.
2.9.1 9 Oct 2024 Roads Planning: “Further information required: The development of this site should not prejudice access means to the substantive part of the overall allocated business and industrial site”
2.9.2 There have been over 50 public objections, including from this community council, chairman Mr Peter Maudsley, the Civic Society, Councillor Julie Pirone and Rt Hon David Mundell MP.
[Read objections](#) on portal.
2.9.3 Next steps: planners will either deny the application or send it to the Committee for a decision with a recommendation it be approved.
- 2.10 **Irvine Plant Limited appeal against refusal of 23/00524/FUL** – Ref No: 24/00033/RREF. Appeal lodged.
- 2.11 **Revised design for mountain bike skills park, incorporating existing race event area, new trail link and associated landscaping, Glentress** – Ref No: 24/01046/FUL. Letter of support submitted 2 Oct 2024 (see [portal](#))

3.0 New Planning Applications

No action is recommended on the following, subject to PCC agreement:

- 3.1 **24/01313/PN (Prior Notification) – Formation of forestry track –Land to the West of Cardrona.** Scottish Forestry give notice of their intention to form a new road for logging. Walkers on the Drove Rd above Kailzie will see this plantation to the East.
- 3.2 **24/01245/FUL – Alterations to form roller door – Silverbirch Studios, Cavalry Park.** Evolution BPS seek to expand workshop and distribution of bottling & packaging parts business. They note a 2013 refusal of similar application due to loss of parking, subsequently overturned on appeal. They state this light industrial use is essential for their business to grow.

Subject to PCC agreement, no action is recommended for any of these minor applications (replacement windows, interior alterations or external redecoration):

- 3.3 **24/01242/FUL – Erection of boundary fence – Eshiels Toll.** Acoustic fencing due to A72 proximity. No trees felled (lower branches trimmed).
- 3.4 **24/01211/FUL – Replacement windows and door – 10 Cross Street**

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4.0 Previous Planning Applications removed from report (No ongoing interest to PCC)

Major application decided:

- 4.1 Rosetta Road Development of 100 Holiday lodges – Ref No: 23/01564/FUL & 23/01563/LBC – Approved at SBC Planning Committee (PC) meeting Mon 12 Aug 2024.

No ongoing interest to PCC:

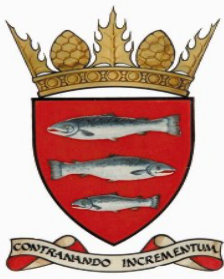
- 4.2 24/01209/FUL – Alterations to dwellinghouse, erection of detached garage – 65 Edderston Road. Sympathetic attic conversion and garage update.
- 4.3 24/01201/FUL and 24/01203/LBC – Change of use and alterations to stable building to form dwellinghouse – Stable Building Kailzie Home Farm
4.3.1 Appears to meet policy HD2: Housing the countryside, parts A & C.
- 4.4 24/01197/TCA – Works to trees, Sideways, Bonnington Road. Fell single birch tree close to house lifting paving stones / trip hazard.
- 4.5 24/01150/FUL – Erection of dwellinghouse (renewal of planning permission 19/00282/FUL), Garden Ground Of Lismore, Haystoun Avenue
4.5.1 Resubmission of previously approved plans
4.5.2 Extract from letter of support (in previous application)
“I am happy for my daughter Susie Anderson to build on my plot. I have lived in Peebles since 1960 when we purchased two plots and built our house, which I still live in by myself, at the age of 89. My daughter has recently moved back to Peebles, and is working locally in the NHS. By building this house she will be on hand to support me to be able to continue to live in my own home. The land is now superfluous to my needs and I am unable to maintain it.”
- 4.6 24/01026/FUL – Extension to dwellinghouse and new boundary fence.
4.6.1 Addition of shower room (to facilitate medical & aged care).
- 4.7 24/01119/FUL – Extension to dwellinghouse and external terrace, The Croft, Chambers Terrace
4.7.1 Proposed single storey extension to form a utility room (in place of existing carport) and an external terrace to the side of the property

Minor (replacement windows, interior alterations or external redecoration):

- 4.8 24/01151/ADV – Installation of illuminated signage, Brown Brothers Garage. Existing totem retrofitted with new corporate branding.
- 4.9 24/01204/FUL – Replacement windows and door (retrospective) – 15 Young Street. For heat efficiency, with apologies for retrospective request.

No information available on portal:

- 4.10 24/01200/TPO – Works to trees, 34 Craigerne Drive.
- 4.11 24/01080/TCA – Works to trees, Craigerne Development Green Space.



Community Council of the Royal Burgh of Peebles & District

14 Nov 2024

To: Energy Consents Unit, representations@gov.scot

To: Scottish Borders Council, DC Consultees

ECU00004619 / 24/00512/S36 Support (qualified)

The construction and operation of a wind farm comprising up to 13 wind turbines each up to a maximum of 200m to blade tip, energy storage and other ancillary infrastructure.

The Royal Burgh of Peebles & District Community Council (PCC) believes that our community accepts and is generally supportive of the Scottish Government's position on windfarms as set out in National Planning Framework (NPF4) Policy 11 Energy:

- Intent) Renewable energy should be encouraged, facilitated and promoted
- c) Development proposals will only be supported where they maximise net economic impact, including local and community socio-economic benefits
- e) Impacts on communities, landscape, access, roads, historic environment, water, biodiversity and forests are to be expected, but design teams must show regulators how these impacts will be addressed.

In respect of the Leithenwater application, PCC's view is that our community accepts the necessity for windfarms locally and is **broadly supportive, with two qualifications**.

1. Community support for the project is **contingent upon a community benefit and ownership package** being put in place, in line with Scottish Government guidance, to offset the many impacts on our community. Negotiations with Belltown Power are proceeding positively, however a benefits package is not yet in place.
2. This project is highly technical (current application is 565 MB) and a full technical appraisal is beyond the abilities of PCC and general members of the public. PCC would like to stress that, in our view, the community's support for the project is **contingent upon appropriate mitigation measures to address concerns raised by experts**. The RSPB's experts command the respect of our community, and we believe that Belltown Power's 23 Oct 2024 rejection of the RSPB's request to delete/move turbines would not have the support of the community. We ask instead for Belltown Power to agree a resolution with RSPB.

Accordingly, we support this application, with the above qualifications.

Yours faithfully

Peebles & District Community Council

Michael Marshall, PhD
Planning Convener



BELLTOWNPOWER

Belltown Power UK Wind Ltd

LEITHENWATER WIND ENERGY HUB

Community Benefit Memorandum of Understanding

Draft

[November 2024](#)~~[August 2024](#)~~



Memorandum of Understanding (MoU)

for Belltown Power's Community Benefit Offering in relation to Leithenwater Wind Energy Hub

1. The Innerleithen and District Community Council, Peebles and District Community Council and Eddleston and District Community Council (**Community**) and Leithenwater Wind Energy Hub Limited a company incorporated in England and Wales with company number 13325593 and whose registered office is at 10 Victoria Street, Bristol, BS1 6BN (the **Project Company**) wish to set out the terms on which the Project Company intends to provide benefits to the Community in connection with the development and realisation of the Project Company's wind energy project (**Project**).
2. The Project Company intends to provide the following community benefits (**Benefits**) to Community:

BELLTOWN'S COMMUNITY BENEFIT OFFERING

- Project Company commits to providing £5,000/MW (Project ~~net~~ generation capacity installed) p.a. of community benefit (Benefit Amount) to Community for the lifetime of the Project (c.40 years from the Commercial Operation Date (COD) until decommissioning).
 - On each anniversary of COD, the Benefit Amount will be adjusted in respect of any change in the Consumer Price Index (CPI).
 - The Benefit Amount will be made available to Community by way of a community benefit fund on terms to be agreed, provided that such funds must be used for purposes that benefit the residents in the Community generally and do not adversely impact the Project. The monies would be made available to the Community for the purposes of the community benefit fund on an annual basis in advance on each anniversary of COD (and pro-rated for any part-periods). As the payments are made for capacity rather than generation, there will be no fluctuations due to weather or other shut-downs of the proposed Project, giving the Community more certainty about future income.
3. As part of entering into any agreements with the Community each party will need to obtain any necessary internal, shareholder, board of directors or third party consents, approvals or regulatory permissions or other required legal compliance prior to execution.
 4. It is acknowledged that if the Project does not proceed for any reason, which may include failure to obtain planning or other consents, or for another reason determined in the sole discretion of the Project Company, then the Benefits will not be available and the parties will not be required to pursue the Benefits.
 5. The provision of the Benefits by the Project Company is not dependent on the formal position the Community takes in respect of the planning process for the Project.
 6. All payments referred to in this MoU are expressed inclusive of any VAT which may become payable unless they are able to be recovered by Project Company.
 7. This MoU is intended to be legally binding to give Community the confidence that the proposed community benefits will be forthcoming if the Project goes ahead. As such, Project Company trusts it is understood that the following legal "fine print" is required: This MoU and any dispute or claim arising out of, or in connection with it, or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of Scotland. No one other than a party to this MoU shall have any right to enforce any of its terms.

Community Benefit Memorandum of Understanding |

Commented [CW1]: Full names here
<https://www.scotborders.gov.uk/directory/30/community-councils/category/846>

Commented [CW2]: Does Belltown agree to review their CB offering subject to the completion of the current review as part of the Onshore Sector Deal?
<https://www.scottishrenewables.com/membership/policyupdates/scottish-onshore-wind-sector-deal/sector-deal-community-commitments-update>
"In the Sector Deal, the onshore wind sector and Scottish Government agree to collaborate with other stakeholders to establish a standard approach to the financial management of community benefit funds and ways to support community shared ownership models."

Commented [CW3]: Not sure how you derive net?

Commented [CW4]: This implies that consent or approval may not be forthcoming from a higher level on your side? Therefore I think it makes sense for BELLTOWN POWER UK LIMITED and AVERON PARK LIMITED c/o Foresight to be party too when you follow the persons of significant control on companies house?

This MoU constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between us, whether written or oral, relating to its subject matter. The obligations and undertakings in this MoU shall be determined and have no further effect if planning permission is not granted in respect of the Project's planning application, or if such permission is varied or revoked other than at our request, expires before commissioning, or is quashed following a successful legal challenge.

- Project Company shall not without prior consent in writing (not to be unreasonably withheld, conditioned or delayed) assign, transfer, mortgage, charge (other than by way of security to a funder of the project), subcontract, declare a trust over or deal in any other manner with any of our rights and obligations under this MoU provided that no consent shall be required for any dealings in our rights and obligations under this MoU where the assignee or transferee or other enters into a direct covenant of performance of our obligations under this MoU in favour of the Community.

Commented [CW5]: We will need advice to check that this is saying that this covers a situation where if there is a sale/transfer or change of control of the Project the new owners will be bound to continue to support the community benefit fund in line with the existing MOU or agreements at such time.

This MOU is signed below by way of agreement by the parties hereto.

Commented [CW6]: See first comment re names

Signed on behalf of Leithenwater Wind Energy Hub Limited	Signed on behalf of Innerleithen and District Community Council	Signed on behalf of Peebles and District Community Council	Signed on behalf of Eddlestone and District Community Council
Signature:.....	Signature:.....	Signature:.....	Signature:.....
Name:.....	Name:.....	Name:.....	Name:.....
Position:.....	Position:.....	Position:.....	Position:.....
Date:.....	Date:.....	Date:.....	Date:.....



BELLTOWNPOWER

Belltown Power UK Wind Ltd

LEITHENWATER WIND ENERGY HUB

Community Ownership Memorandum of Understanding

Draft

09 November 2024



Memorandum of Understanding (MoU)

for Belltown Power's Community Ownership Offering in relation to Leithenwater Wind Energy Hub

1. The Innerleithen and District Community Council, Peebles and District Community Council and Eddleston and District Community Council (**Community**) and Leithenwater Wind Energy Hub Limited a company incorporated in England and Wales with company number 13325593 and whose registered office is at 10 Victoria Street, Bristol, BS1 6BN (the **Project Company**) wish to set out the terms on which the Project Company intends to provide benefits to the Community in connection with the development and realisation of the Project Company's wind energy project (**Project**).
2. The Project Company intends to offer the opportunity to acquire an ownership interest in the Project Company (**Ownership Offering**) to Community on the terms set out in Appendix A hereto (**Heads Of Terms**).
3. It is intended that the Community's ownership entity will be via a wholly owned subsidiary CIC of the Community, which will be incorporated in the period between the signing of this MOU by the Community and the acquisition of such ownership interest.
4. This MoU sets out the Heads of Terms of the Ownership Offering. Project Company intends to set out the further details of the Ownership Offering in a written agreement to be negotiated, agreed and entered into with the Community, or with a trust or alternative legal entity (determined by the Community) that is properly constituted wholly for the benefit of the Community.
5. The parties will cooperate acting reasonably and in good faith to agree suitable contractual arrangements between them to put the Ownership Offering into effect in time for commercial operations of the Project, and the parties may from time to time disclose the contents of this memorandum to third parties for bona fide purposes related to realising the Project and the Ownership Offering.
6. As part of entering into any agreements with the Community each party will need to obtain any necessary internal, shareholder, board of directors or third party consents, approvals or regulatory permissions or other required legal compliance prior to execution.
7. It is acknowledged that if the Project does not proceed for any reason, which may include failure to obtain planning or other consents, or for another reason determined in the sole discretion of the Project Company, then the Ownership Offering will not be available and the parties will not be required to pursue the Ownership Offering.
8. The provision of the Ownership Offering by the Project Company is not dependent on the formal position the Community takes in respect of the planning process for the Project.
9. The Project Company will endeavour to keep the Community informed of developments with the Project and associated timescales.

10. We hope this MoU, which we intend to be legally binding, gives you the confidence that the proposed Ownership Offering will be forthcoming if the Project goes ahead. As such, we hope you understand that we need to add the following legal “fine print”: This MoU and any dispute or claim arising out of, or in connection with it, or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of Scotland. No one other than a party to this MoU shall have any right to enforce any of its terms. This MoU constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between us, whether written or oral, relating to its subject matter. The obligations and undertakings in this MoU shall be determined and have no further effect if planning permission is not granted in respect of the Project’s planning application, or if such permission is varied or revoked other than at our request, expires before commissioning, or is quashed following a successful legal challenge.

11. We shall not without your prior consent in writing (not to be unreasonably withheld, conditioned or delayed) assign, transfer, mortgage, charge (other than by way of security to a funder of the project), subcontract, declare a trust over or deal in any other manner with any of our rights and obligations under this MoU provided that no consent shall be required for any dealings in our rights and obligations under this MoU where the assignee or transferee or other enters into a direct covenant of performance of our obligations under this MoU in favour of the Community.

This MOU is signed below by way of agreement by the parties hereto.

Signed on behalf of
**Leithenwater
Wind Energy Hub Limited**

Signed on behalf of
**Innerleithen and District
Community Council**

Signed on behalf of
**Peebles and District
Community Council**

Signed on behalf of
**Eddleston and District
Community Council**

Signature:.....

Signature:.....

Signature:.....

Signature:.....

Name:.....

Name:.....

Name:.....

Name:.....

Position:.....

Position:.....

Position:.....

Position:.....

Date:.....

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Date:.....

Appendix A

Heads of Terms

[The following are draft heads of terms and are subject to further development, negotiation and agreement before signing]

- A single incorporated entity will be set up and run by the Community to represent the Community and to hold the ownership in the Project Company on behalf of the Community.
- Developer commits (subject to applicable restrictions under financial promotion and securities sales laws, and to agreement of acquisition and corporate governance provisions customary for a minority ownership stake) to giving this incorporated entity:
 - 1% of the Project Company shares for nominal value;
 - an opportunity, at the time the Project reaches commercial operations, to buy a further 4% of the existing Project Company shares at a price equal to the cash cost per share incurred by the Project owner at such time; and
 - potentially more at market value if desired (subject to negotiation and agreement with existing owners).
- Beneficiaries of this incorporated entity will be agreed between Developer and Community in due course.
- Detailed terms governing valuation, acquisition of shares and ongoing corporate governance/shareholder provisions customary for a minority ownership stake are to be confirmed.

Registered Office and Contact

Leithenwater Wind Energy Hub Ltd
10 Victoria Street, Bristol, BS1 6BN
0117 303 5217

