

Cabinet Meeting

14 June 2017

Report title	Black Country Wyrley & Essington Canal Local Nature Reserve (LNR) Declaration and Site of Importance for Nature Conservation (SINC) Designation	
Decision designation	AMBER	
Cabinet member with lead responsibility	Councillor John Reynolds Cabinet Member for City Economy	
Key decision	No	
In forward plan	Yes	
Wards affected	Heath Town, Wednesfield North, Wednesfield South	
Accountable director	Keren Jones, Director City Economy	
Originating service	Planning	
Accountable employee(s)	Michele Ross	Lead Planning Manager (Sub-Regional Strategy)
	Tel	01902 554038
	Email	Michele.ross@wolverhampton.gov.uk
Report to be/has been considered by	Future City Board	9 May 2017
	Place Leadership Team	15 May 2017
	Strategic Executive Board	23 May 2017

Recommendations for action or decision:

The Cabinet is recommended to:

1. Approve the declaration under the National Parks and Access to the Countryside Act 1949 (as amended) of that part of the Black Country Wyrley & Essington Canal Local Nature Reserve (LNR) which falls within the City of Wolverhampton administrative area as shown on Plan 1.
2. Authorise the City of Wolverhampton Council to enter into a Collaboration Agreement with the Canal & River Trust and Walsall Metropolitan Borough Council to manage the LNR for 21 years in accordance with the published Management Plan.

3. Authorise designation of the Wyrley & Essington Canal Site of Importance for Nature Conservation (SINC) as shown on Plan 2.
4. Receive a further report in 2020 to summarise progress made on delivering key actions in the Management Plan and to consider any appropriate updates or changes needed to the Management Plan.

1.0 Summary




- 1.1 This report recommends that Cabinet agree to declare a new Local Nature Reserve (LNR) in Wolverhampton, covering the Wyrley & Essington Canal and adjoining land owned by the Council, to enter into a collaboration agreement with the Canal & River Trust and Walsall Metropolitan Borough Council to manage the LNR appropriately for at least 21 years in accordance with the published Management Plan, and to designate the LNR in Wolverhampton as a Site of Importance for Nature Conservation (SINC).

2.0 Background

- 2.1 City of Wolverhampton Council, Walsall Metropolitan Borough Council and the Canal & River Trust have been working together for the past three years, in consultation with Natural England, to designate a new Local Nature Reserve (LNR) covering the Wyrley & Essington Canal and adjoining open space in Wolverhampton and Walsall. It was decided to consult on a draft Management Plan for the LNR and then amend the Management Plan in light of any comments made before making a formal declaration with the support of Natural England.
- 2.2 A Local Nature Reserve (LNR) is a publicly accessible site that is locally important for wildlife, education and enjoyment. LNRs are typically owned and managed by the local Council. This LNR will be unique as the majority is owned and managed by the Canal and River Trust, with areas of adjoining land owned and managed by City of Wolverhampton Council and Walsall Council. The part of the LNR which is located within Wolverhampton is shown on Plan 1.
- 2.3 An ecological survey was completed in 2013 covering the Wyrley & Essington Canal corridor in Wolverhampton. A Local Sites Assessment Report was produced which summarises the survey findings, provides detailed information on the wildlife value of the Canal corridor and justifies designation of the land as a Site of Importance for Nature Conservation (SINC). SINC's are protected from development under Policies in the adopted Local Plan.
- 2.4 Cabinet of 24 July 2013 agreed that new SINC designations could be made by Cabinet (or through delegated authority) where endorsed by the Local Sites Partnership (LSP) and following local consultation. The Birmingham and Black Country LSP endorsed the Wyrley & Essington Canal SINC designation on 19 June 2013 and public consultation has taken place as part of consultation on the LNR Management Plan. Therefore it is now appropriate for Cabinet to authorise the formal SINC designation alongside the LNR declaration. The boundary of the new SINC is shown on Plan 2.

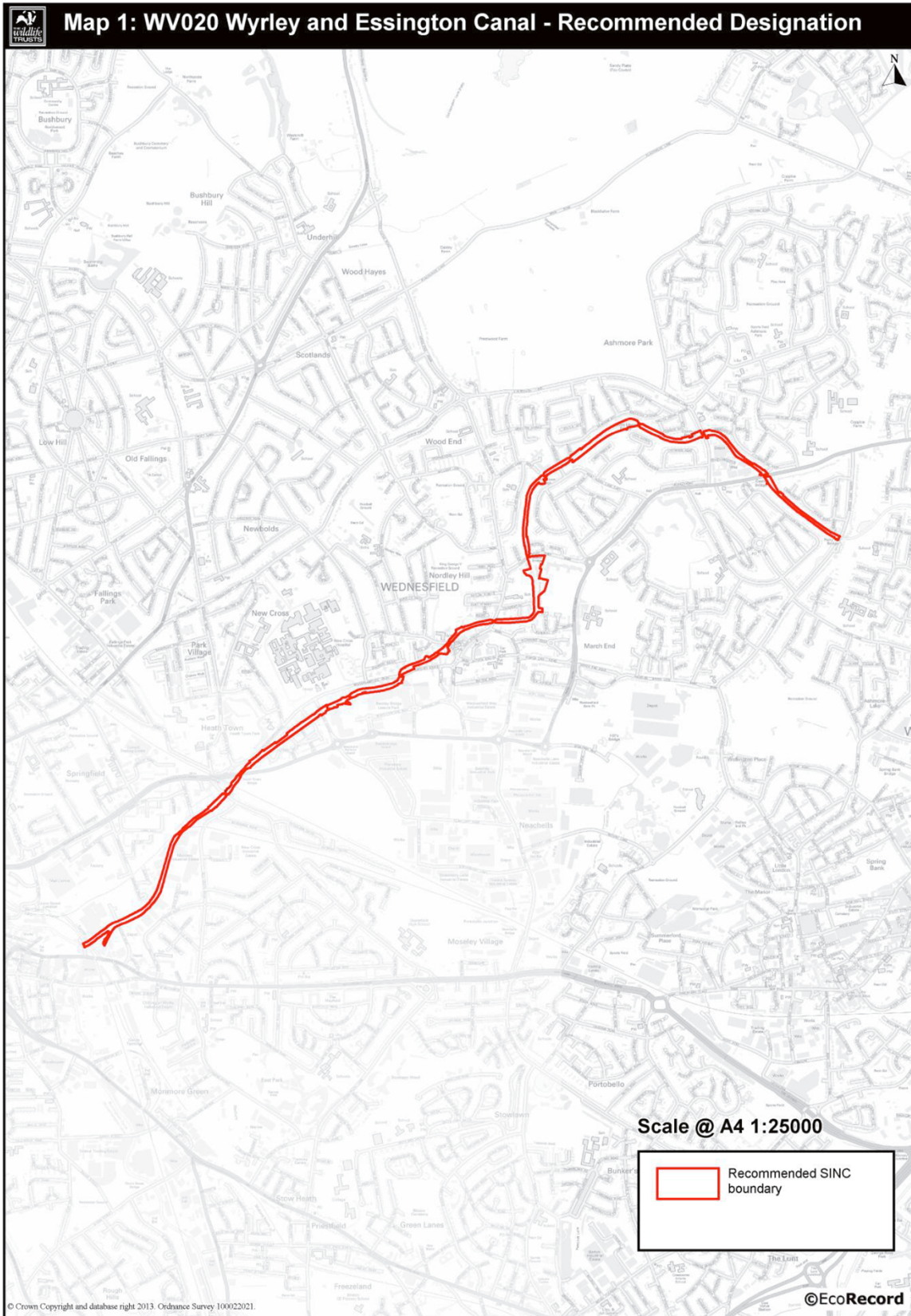
Plan 1 - Black Country Wyrley & Essington Canal Local Nature Reserve (Wolverhampton part)

Local Nature Reserve - Land Ownership

-  Canal and River Trust
-  City of Wolverhampton Council
-  City of Wolverhampton Boundary



Plan 2 Wyrley & Essington Canal Site of Importance for Nature Conservation (SINC) boundary



3.0 Local Nature Reserve Consultation Process

- 3.1 Public consultation took place during 2016 on the details of planned habitat, access and signage improvement works for Council-owned land, as summarised in the Action Plan section of the LNR Management Plan. This consultation took place to support an ERDF Bid to help deliver the works (see Financial Implications section below). Residents living alongside the land concerned were contacted and raised a number of concerns relating to access and security, all of which were addressed in the final design for the works, and in the draft LNR Management Plan.
- 3.2 Public consultation took place on the draft LNR Management Plan and the proposed boundary of the LNR for six weeks between 13 September and 5 May 2017. Information was posted on the Council's website, a press release was issued and stakeholders, interested parties and owners of properties immediately adjoining the Council-owned parts of the LNR were directly consulted. Natural England, a statutory consultee, responded to formally welcome declaration of the LNR. There were five further responses from non-statutory consultees, all of which supported the LNR designation. These responses are summarised below, together with a Council response to the issues raised.

Summary of Consultation Response	Council Response
Support creation of the LNR and any works to improve unmanaged areas of woodland (which create a maintenance issue for adjoining gardens), subject to proper future maintenance of landscaped areas.	Noted. Management of woodland areas will be maintained, subject to budget constraints.
Support objectives in the Management Plan which seek to control and reduce the effects of antisocial behaviour. The weir on the canal between Devil's Elbow bridge and Moathouse Lane Bridge now has railings, which encourages people to walk on the weir and creates security issues.	Noted. The Canal and River Trust own and manage the area of land concerned. The weir was opened up and railings installed in 2004 to allow for safe inspection and maintenance of the weir. Removing the railings would cause health and safety issues, however the potential to limit access through landscaping measures will be investigated.
The LNR declaration is welcomed. A new public access to the Canal towpath should be created through the new open space forming part of the Former Jennie Lee Centre housing development, to compensate for loss of open space on this development site and the former Wednesfield High School site nearby.	There are currently two permitted accesses onto the canal towpath through the Jennie Lee development site. The potential to create an additional access through the new open space will be explored.
There are currently plans to enhance the City's canal network for cycling and walking, including	Agree that the type of lighting installed as part of towpath

<p>the Wyrley & Essington towpath between Wolverhampton City Centre and Wednesfield. This may include installation of lighting which could have a negative impact on wildlife. Appropriate lighting solutions could be used to limit the impact on wildlife.</p>	<p>enhancement schemes should minimise impacts on wildlife. This could include installation of ground level, solar powered cats eyes lighting.</p>
<p>Welcome declaration of the LNR, after many years of campaigning. There should be no delays in making the declaration and implementing the Management Plan in future. The Canal is a great route for walkers and cyclists - the towpaths are safe to use and integral to health and well-being of the local area.</p> <p>The Canal is an important wildlife corridor and this status will be enhanced through the LNR declaration, however rats should be controlled. Angling is a popular sport and should continue. Water quality needs to be continually tested and improved.</p> <p>The LNR will increase activity in the local economy, including tourist spend and boating activities. Tourist activities along the Canal, such as the Floating Markets, should continue. A counting device should be located at Wednesfield to help evidence the benefits the Canal brings to the local community.</p> <p>Better information and signage is needed at key locations to make people aware of points of interest.</p> <p>Partners should be encouraged to enforce dog litter and fly tipping regulations.</p>	<p>Noted.</p> <p>Noted.</p> <p>The Canal & River Trust carry out on-going water quality monitoring and works to improve water quality, as reflected in the Management Plan.</p> <p>Noted. The Canal & River Trust will consider monitoring methods.</p> <p>Agree. The funding secured for improvement works will cover key signage and information provision.</p> <p>A number of habitat improvements actions in the Management Plan should help to reduce fly tipping in certain areas. Dog litter and fly tipping issues on CRT and Council land will continue to be addressed within current budgets. Only local authorities have statutory powers to be able to enforce dog, litter and fly tipping offences.</p>

- 3.3 It is considered that no changes need to be made to the Management Plan in response to issues raised during the consultation.

4.0 Way Forward

- 4.1 Walsall Metropolitan Borough Council intend to declare the Walsall section of the LNR through Cabinet approval in July 2017, and the Canal & River Trust will approve the declaration at an Executive Team meeting during July. A Collaboration Agreement will then be made between the three partners, which includes a commitment to jointly manage the LNR for wildlife, education and enjoyment purposes for at least 21 years. A draft Collaboration Agreement is attached as Appendix 2 and it is anticipated that only minor changes may need to be made to the wording of this agreement. Following this, the Declaration will be confirmed by Wolverhampton and Walsall Councils, a formal declaration statement (see Appendix 1) and other information will be sent to Natural England and a notice will be published in the local press, in accordance with statutory requirements. It is then intended to organise a launch event in September 2017.
- 4.2 The new SINC designation will be added to the Wolverhampton Local Plan Proposals Map and advertised on the Council's website.
- 4.3 A report will be taken to Cabinet during 2020 to summarise progress made on delivering key actions in the LNR Management Plan and to consider any appropriate updates or changes needed to the Management Plan. This will give sufficient time for the programme of habitat, access and signage improvement works to be completed and for promotional activities to have been effective in increasing use of the LNR.

5.0 Financial implications

- 5.1 Parts of the LNR are in Council ownership and are managed as public open space or landscaping. A programme of habitat, access and signage improvement works on some of these sites has been developed to help deliver actions in the Management Plan. £60,000 of planning contributions have been secured and a bid for £59,000 of ERDF funding (the Black Country Blue Network bid) is under consideration to implement this programme. Works will take place over the period 2017-2019, subject to approval of the ERDF Bid and Capital Programme approvals.
- 5.2 Designation of the LNR may affect the maintenance regimes for Council owned sites, but this will be within the limitations of existing budgets. (ES/18052017/W)

6.0 Legal implications

- 6.1 The processes referred to in this report are required by the National Parks and Access to the Countryside Act 1949 (as amended). (LD/180517/A)

7.0 Equalities implications

- 7.1 A screening has been carried out for equalities implications and this concluded that a full Equality Analysis was not required for the recommendations of this report, as they do not involve a change to Council services, functions, policies or procedures.

8.0 Environmental implications

- 8.1 Declaration of a new Local Nature Reserve in Wolverhampton will help to preserve, improve and increase public access to areas of nature conservation value in the City.

9.0 Human resources implications

- 9.1 This report has no human resources implications.

10.0 Corporate landlord implications

- 10.1 Parts of the LNR are in Council ownership and are managed as public open space or landscaping. Designation of the LNR may affect the maintenance regimes for these sites, but this will be within the limitations of existing budgets. Consultation has taken place with Corporate Landlord and Public Realm throughout the LNR consultation and designation process.

11.0 Schedule of background papers

- 11.1 Black Country Wyrley & Essington Canal Local Nature Reserve Management Plan, LNR Partners (June 2017)

Wyrley & Essington Canal Local Sites Assessment Report, Birmingham and Black Country Wildlife Trust (October 2013)

Report to Cabinet 24 July 2013 'Birmingham and Black Country Biodiversity Action Plan'

All documents are available at: www.wolverhampton.gov.uk/article/10664/Black-Country-Wyrley-and-Essington-Canal-Local-Nature-Reserve-Consultation

Appendix 1

BLACK COUNTRY WYRLEY & ESSINGTON CANAL (WOLVERHAMPTON) LOCAL NATURE RESERVE DECLARATION

No.... Declaration 2017

In pursuance of Sections 19 and 21 of the National Parks and Access to the Countryside Act 1949 (as amended), and all other powers enabling them in that behalf, the City of Wolverhampton Council hereby declares that the land shown edged red on Plan 1 and situated in the administrative area of the City of Wolverhampton is the subject of a Collaboration Agreement entered into with the Canal & River Trust and Walsall Metropolitan Borough Council AND in pursuance of Section 19 (2) of the above-mentioned Act and all other powers aforesaid the Council hereby declare that the said land is being managed as a Nature Reserve. This declaration may be referred to as the Black Country Wyrley & Essington Canal Local Nature Reserve (Wolverhampton) No....

Confirmed under the Common Seal of the City of Wolverhampton Council
this xx day of xxxx 2017

The Common Seal of the Council was affixed to this Direction in the presence of

.....

Authorised Officer

Appendix 2

BLACK COUNTRY WYRLEY & ESSINGTON CANAL LOCAL NATURE RESERVE DRAFT COLLABORATION AGREEMENT

THIS COLLABORATION AGREEMENT is dated xx xxxxx 2017

BETWEEN:

(1) The Canal and River Trust (“the Trust”)

[Address]

(2) City of Wolverhampton Council (“the City Council”)
Civic Centre, St Peter’s Square, Wolverhampton, WV1 1RP

And

(3) Walsall Borough Council (“the Borough Council”)

[Address]

Whereas:

- (A) The Partners have agreed to the Project being carried out on Land belonging to the Partners, with the use of funding to be secured from various sources.
- (B) The Partners will be jointly responsible for managing and operating the Project pursuant to the terms of this Collaboration Agreement.
- (C) The Partners will allow the Partners and their authorised contractors to enter onto the Land to carry out the Project Works subject to the Partners complying with their obligations under this Collaboration Agreement.
- (D) The Partners have consulted Natural England which has given its consent to the establishment of the Land as a Local Nature Reserve.

1. **DEFINITIONS (the terms on the left shall have the meaning on the right)**

Funding	Any money secured by the Partners, singly or jointly, for the purpose of delivering the Project Outcomes as identified in the Management Plan.
Land	means the land shown defined as the Black Country Wyrley & Essington Canal Local Nature Reserve in the Management Plan and edged and shaded red on the Plans.
Plans	means the plans attached hereto entitled: Plan 1, etc.
Management Plan	means The Black Country Wyrley and Essington Canal Local Nature Reserve Management Plan June 2017 and any subsequent updates agreed jointly by the Partners
Partners	The Canal & River Trust, the City of Wolverhampton Council and Walsall Metropolitan Borough Council
Project	The Black Country Wyrley and Essington Canal Local Nature Reserve

Project Documents	The Collaboration Agreement and the Management Plan
Project Outcomes	The outcomes set out in Appendix 4 of the Management Plan
Project Works	Such works identified in the Management Plan to be carried out on the Land to deliver the Project Outcomes

- 1.1. Word importing persons shall include corporations.
- 1.2. Reference to statute shall include the same statute as amended, varied, supplemented, consolidated or re-enacted at any time or any delegated legislation made under it.
- 1.3. Reference to clauses are to clauses of this Collaboration Agreement
- 1.4. Headings in this Collaboration Agreement have been inserted for convenience only and shall not affect its construction.

2. **OBJECTIVES AND SCOPE OF THE COLLABORATION AGREEMENT**

- 2.1. The Partners agree to jointly manage the Land as a Local Nature Reserve under the National Parks and Access to the Countryside Act 1949 (as amended) for a period of at least 21 years from the Date of this agreement and thereafter until determined by any Partner hereto giving to the other Partners twelve months notice in writing expiring at any time. The Partners agree to cooperate with each other and to use reasonable endeavours to ensure the success of the Project.
- 2.2. The Partners agree that they will (as the case may be) each perform and observe their respective obligations and commitments contained in the Management Plan with a view to ensuring the Project Outcomes are achieved and ensuring the long term success of the Project.
- 2.3. The Partners have agreed the Management Plan and will ensure that their activities in connection with the Project comply with the requirements as set out in the Management Plan. If and when the Management Plan is updated by the Partners, the primary aim of the Management Plan will continue to be to maintain and preserve the nature conservation features of the Land and public enjoyment of these features.
- 2.4. The objectives set out in this Collaboration Agreement are intended to be the understanding between them which outlines:
 - 2.4.1. the obligations between the Partners
 - 2.4.2. the process by which the Project Outcomes can be achieved;
 - 2.4.3. the process by which Funding will be allocated by the Partners;
- 2.5. This Collaboration Agreement must be read in conjunction with the Management Plan.

3. DURATION OF THE COLLABORATION AGREEMENT

- 3.1. This Collaboration Agreement will come into force on the date of this agreement and will continue in force until that date which falls 21 years from the Date of this agreement or, if later, the date the Partners discharge their obligations under this Collaboration Agreement.
- 3.2. Nothing in this document shall create any legally binding relationship among the Partners nor a partnership in law. The role of the partnership is advisory and its decisions will be applied by Collaboration Agreement and will not be enforceable on any party. This Collaboration Agreement sets out the manner in which the Partners intend to co-operate to ensure the delivery and subsequent maintenance of the Project.

4. OBLIGATIONS

- 4.1. The Partners shall not be required to give any assistance whether financial or otherwise in the management of the Project. However, the Partners will endeavour to allocate resources and Funding as available and appropriate to deliver Project Works throughout the duration of the agreement, in accordance with the terms of the Project Documents.
- 4.2. The Partners shall jointly monitor the Project and achievement of the Project Outcomes, pursuant to the obligations contained in the Project Documents.
- 4.3. Following the completion of the Project Works the obligations of each Partner shall be limited to maintaining the completed Project Works where they cross that Partner's land or are wholly located within it.

5. AMENDMENT

- 5.1 Notwithstanding any other of the Clauses in this Collaboration Agreement no deletion from, addition to, or variation of the Clauses shall be valid or have any effect unless agreed in writing and signed by the Parties.

6. CONTRACTS OF RIGHTS OF THIRD PARTIES ACT

- 6.1. This Collaboration Agreement does not create any rights enforceable by any person not a Party to it except that a person who is the permitted successor to or assignee of the rights of a Party is deemed to be a Party of this Collaboration Agreement.

7. LAW

- 7.1 This Collaboration Agreement shall be construed in all respects in accordance with English Law and shall fall within the jurisdiction of the English Courts. Nothing in these conditions shall prejudice any condition or warranty (expressed or implied) or right of remedy to which the Board are entitled in relation to the Project by virtue of statute or common law.

SIGNED BY THE PARTIES:

Signed for on behalf of Canal and River Trust :-

.....
(Name)

.....
(Position)

.....
Date

Signed for on behalf of City of Wolverhampton Council :-

.....
(Name)

.....
(Position)

.....
Date

Signed for on behalf of Walsall Metropolitan Borough Council :-

.....
(Name)

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(Position)

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Date