



FOR PUBLICATION

DERBYSHIRE COUNTY COUNCIL

**REPORT TO CABINET MEMBER FOR STRATEGIC LEADERSHIP,
CULTURE, TOURISM AND CLIMATE CHANGE**

meetingdatedm

Report of the Executive Director - Place

Restoring the Renishaw Section of the Chesterfield Canal
(Cabinet Member for Strategic Leadership, Culture, Tourism and Climate Change)

1. Divisions Affected

1.1 Eckington and Killamarsh.

2. Key Decision

2.1 This is not a Key Decision.

3. Purpose

3.1 The purpose of this report is to present a Project Proposal for the restoration of an approximate one-mile section of the Chesterfield Canal at Renishaw.

3.2 The Cabinet Member is recommended to:

- a) Approve the delivery of the Project Proposal to restore the one-mile section of the Chesterfield Canal at Renishaw in compliance with The Construction (Design and Management) Regulations 2015, and subject to the revised cost estimate to be identified by the Principal Designer being affordable against the project's overall budget of £0.433m made up as detailed in (c) and (d) below..

- b) Approve the appointment of the Chesterfield Canal Trust as the Principal Contractor in accordance with the Memorandum of Understanding executed between the Council and the Trust on 14 September 2015.
- c) Approve the allocation of a (previously approved) Council budget of £0.233m for the project's delivery.
- d) Approve in principle the Council agreeing a revised partnership Memorandum of Understanding with the Chesterfield Canal Trust to include a commitment from the CCT to contribute £0.200m towards the overall budget for the Project Proposal's delivery.
- e) Delegate authority to the Director of Legal and Democratic Services, in consultation with Executive Director – Place, to agree the terms of the Memorandum of Understanding on behalf of the Council and then to enter into the agreement.

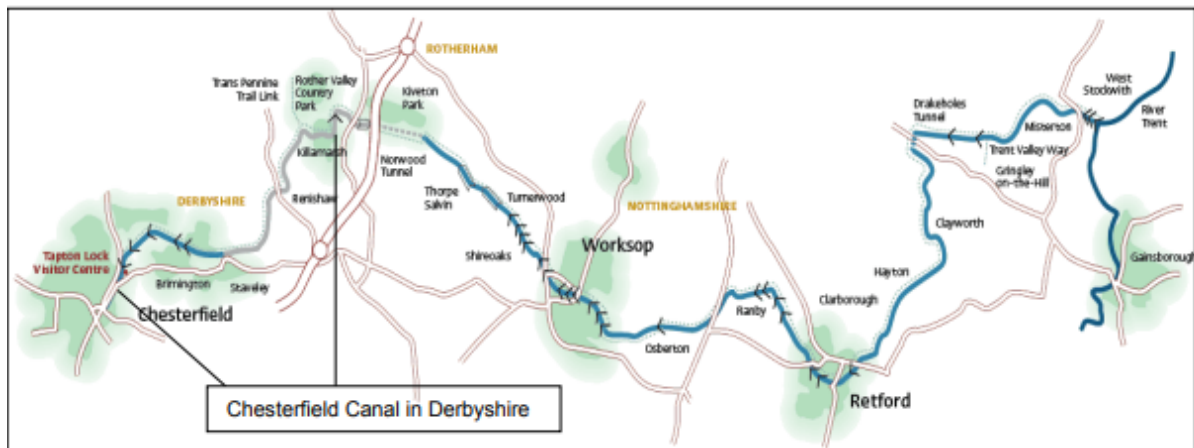
4. Information and Analysis

- 4.1 The Project Proposal is a collaboration between Derbyshire County Council (the Council) and the Chesterfield Canal Trust (CCT) to restore the one-mile route of the Chesterfield Canal at Renishaw. This part of the canal is in the Council's ownership and statutory remit as a Navigation Authority with responsibility for canal management, maintenance, and operation. The project is planned to be delivered during the period April 2023 to June 2024.
- 4.2 The Project Proposal is to complete a further section of the renovation of the Chesterfield Canal to a navigable route and will, through the canal's upgraded heritage, wildlife, and amenity credentials, provide social, economic, and environmental benefits.
- 4.3 These benefits reflect the Council Plan's desired outcomes, in particular:
 - Resilient, thriving and green communities which share responsibility for improving their areas and supporting each other.
 - A strong, diverse, and clean economy which makes the most of Derbyshire's rich assets and provides meaningful opportunities for local people to achieve their full potential.
 - High quality public services that work together alongside communities to deliver services that meet people's needs.

The Chesterfield Canal

- 4.4 The Chesterfield Canal (the canal) is an important heritage feature from the Industrial Revolution. Its 46-miles of canal infrastructure were completed in 1777 and provided navigation between the River Rother at Chesterfield in Derbyshire and the River Trent at West Stockwith in Nottinghamshire. The route of the canal is shown in Figure 1 below.

Figure 1: The route of the Chesterfield Canal



- 4.5 The Chesterfield Canal Partnership (the Partnership) is a partnership of public and civil society organisations which provides current strategic and managerial direction to the canal's regeneration, operation, and funding. Membership of the Partnership is detailed in Appendix 2. Notably this includes the Council and the following other key partner members.
- The Chesterfield Canal Trust (CCT).
 - Chesterfield Borough Council.
 - North East Derbyshire District Council.
 - Rotherham Metropolitan Borough Council.
- 4.6 These partners are working to restore the “southern” section of the canal between Kiveton Park and Chesterfield to the standard of the “northern” part of the canal which is operational from Kiveton Park to West Stockwith and managed by the Canal and River Trust.
- 4.7 In September 2015, the Council and the CCT executed a Memorandum of Understanding (MOU) that established the Partnership working arrangements for the construction of canal infrastructure for the Derbyshire “southern” section of the restoration. The MOU is shown as

Appendix 5. This Project Proposal reflects the document's intent in respect to its restoration infrastructure works. However, as outlined in Paragraph 4.30 below, the MOU needs to be updated to reflect funding arrangements for this Project Proposal's delivery and the proposed split of on-going canal maintenance responsibilities between the Council and the CCT on completion of the proposed restoration work.

- 4.8 The CCT successfully champions the canal's restoration. It is a registered charity and its publicised objective is to enable the canal's full restoration by 2027, the 250th anniversary of the opening of the canal. The CCT's focus is on the nine-mile former route of the canal running from Staveley Town Basin (Eckington Road) in Derbyshire to Kiveton Park in South Yorkshire that remains obsolete. Completing this section would make the entire Chesterfield Canal navigable and notably connect its southern end in Derbyshire to the national canal network (via the River Trent). This would provide a catalyst for social and economic regeneration, offering benefit to many disadvantaged communities, creating new income to effectively maintain the canal, and enable civil society led canal management models to be advanced.
- 4.9 Securing such benefits at scale has been demonstrated through the delivery of other UK canal regeneration schemes. Hence, whilst the capital cost of restoring the nine miles of canal referenced above is considerable, the long-term and diverse benefits to society that could be realised from such infrastructure are far greater (see Paragraph 4.12). The preparation of a new Partnership Master Plan is to be instigated during 2023-24 to provide the business case for securing such investment in the canal (see Paragraph 4.14).
- 4.10 This nine-mile route of the former canal is in varying stages of regeneration as outlined below.
- A three-mile section from Kiveton Park to Killamarsh requires significant route planning, land acquisition, and infrastructure works. Rotherham Metropolitan Borough Council is leading this work.
 - The remaining six-mile southern route of the Canal runs in Derbyshire from Killamarsh to Chesterfield and comprises of the following sections:
 - Killamarsh to Spinkhill Lane (Spinkhill)
This section requires significant route planning, land acquisition, and infrastructure works that have yet to be progressed. A specific cost estimate and funding solution have not been identified.
 - Spinkhill Lane to Hague Farm (Renishaw)

This section is a one-mile route and the subject of this Project Proposal (the project). Route planning, land acquisition, an infrastructure works plan, and a funding solution are in place subject to approval of this Project Proposal.

- Hague Farm (Renishaw) to the river Doe Lea
This section is a half-mile route on the heritage “puddlebank” earth embankment which requires significant infrastructure works and land acquisition. The current CCT design estimate for this work is £5m. The CCT is currently recruiting a Funding Officer to try and secure this investment.
- River Doe Lea to Eckington Road, Staveley Basin
This section has £6.7m of funding secured by the CCT from the Staveley Town Fund for its restoration. It will be completed by winter 2025 through an infrastructure programme led by the CCT.
- Staveley Basin to Tapton Lock (Chesterfield)
This section has been restored and is operational/navigable along its five-mile route. The Council owns this section and is responsible for its upkeep (via the Countryside Service and Markham Vale Regeneration Team).
- Tapton Lock to the adjacent Chesterfield Waterside via the River Rother
This section is not part of the original canal. However, the creation of a navigable link is expected to enhance the benefits arising from this southernmost end of the canal. Chesterfield Borough Council is leading the Chesterfield Waterside development plans which include such a connection and are subject to negotiations with developers.

A Heritage Asset Offering Benefit to Delivering the Council Plan

- 4.11 The restoration and effective utilisation of the canal is of significance to achieving the social, economic and environmental priorities set out in the Council Plan. This Project Proposal also reflects the strategic approach the Council has identified for delivering such benefits i.e.:
- Vision Derbyshire - Collaborating with partners in new and powerful ways, maximising existing resources to collectively address complex challenges and shape future services to deliver better outcomes for local people and places.
 - Thriving Communities - Supporting greater collaboration with and across our communities to bring about change, ensuring people and places thrive.
- 4.12 Such benefits are illustrated in the CCT’s Waterways and Wellbeing report (November 2022). See link [47016-waterways-and-wellbeing-](#)

[valuing-our-waterways.pdf \(canalrivertrust.org.uk\)](https://canalrivertrust.org.uk/valuing-our-waterways.pdf) This identifies that the 2,000 miles of canals and rivers under the Trust's stewardship for public benefit in England and Wales deliver the following outcomes:

- An NHS cost saving of £1.1bn per year from active use of waterways.
- An economic value (GVA) of £1.54bn per year.
- Employment that provides 80,692 jobs per year.
- A £14.4m wellbeing value per year through volunteering.
- An amenity value of £138m per year to residents living within 100m of a waterway.
- A £19m per year benefit from reduced vehicle use.
- A heritage value of £215m per year.

4.13 The Canal and River Trust is a charity created in 2012 to whom the Government provides funding of £49m per year (2022-23) for the preservation, protection, operation and management of inland waterways for public benefit. The nine-mile section of the Chesterfield Canal from Kiveton Park to Tapton Lock (referenced in Paragraph 4.10) is not part of this arrangement. However, the objective of the CCT is for the Canal and River Trust to manage this nine-mile section. To do so will require the canal's infrastructure to be fit for purpose, and its operation to demonstrate financial self-sufficiency, through the leadership and action of civil society (i.e. the CCT) rather than the public sector.

4.14 During 2022-23, the Council has been actively supporting the CCT to enable this transition directly and through its work with the Chesterfield Canal Partnership. The primary next steps have been identified as being:

- the restoration of the former route of the canal at Renishaw; and
- initiating the preparation of a Master Plan (to a strategic outline business case) to secure and direct investment in the canal's social and economic development over the ten-years from 2024 to 2034. The objective is to achieve the standard and financial sustainability by which it can be transferred to the Canal and River Trust during this time.

The Former Route of the Chesterfield Canal at Renishaw

4.15 The current Renishaw section of the canal (the site) was constructed in 2009 and is located close to its original alignment adjacent to land previously used as a foundry. This part of the canal is not yet connected to other sections of the canal, i.e., it is land locked and virtually empty of

water. However, much of its infrastructure remains in place (e.g. channel, banking, and walls), albeit in a defunct state.

- 4.16 The site was the subject of restoration works in 2009 and 2014 which were conducted by the Council. This involved the creation of a re-formed canal channel and construction of a pedestrian bridge. Unfortunately, the channel works were unsuccessful as the channel lining failed to hold water. The specific cause of this has not been ascertained but is thought to be due to the unstable ground conditions of the site (because of its industrial use since the canal closed) and the clay liner used to create the re-formed channel not having a strong and impermeable geosynthetic clay liner. The design and build of a new channel lining, as part of this Project Proposal, seeks to rectify this issue (see the Health, Safety and Welfare Section below).
- 4.17 The site is in the Council's Eckington and Killamarsh Division. The land has been "owned" by the Council since 2007 under the following terms:
- the Council's acceptance of the freehold transfer of the canal and towpath corridor; and
 - a 100-year lease negotiated with Sitwell Estates at a peppercorn rent to allow the restoration and operation of this reach of the canal.
- 4.18 Appendix 3 shows the route of the canal at Renishaw.
- 4.19 The Council's Countryside Service is responsible for the stewardship of this land. It has limited arrangements and resources in place for the site's upkeep and these relate to a minimal level of ad hoc litter picking and grass cutting. Such site maintenance is very much supported by the CCT's volunteers. The site is currently used by the local community as an informal green space largely for walking and cycling and is in-part a section of the Trans-Pennine Trail.

The Project Proposal

- 4.20 The CCT is extremely keen to progress a new restoration project for the Renishaw section of the Chesterfield Canal. This is due to its strategic intent to open the whole Chesterfield Canal for navigation by 2027 and the desire to keep its appropriately skilled, experienced, and enthusiastic canal restoration volunteer workforce meaningfully engaged. Its near-term ambition (during 2023-24) is to restore the site to a waterfilled canal, offering a good quality public amenity asset in accordance with the local communities wishes and so deliver the types of benefits identified by the Canal and River Trust Waterways and Wellbeing report.

- 4.21 During 2022-23, the CCT and the Council have been considering how best to fulfil this intention, in accordance with the MOU, and have identified the following proposals for its delivery.

Health, Safety and Welfare

- 4.22 The project must be undertaken in compliance with The Construction (Design and Management) Regulations 2015 (CDM). The proposed CDM duty holders for the project are as follows.

Client

- It is proposed that this will be the Council's Countryside Service, with the Assistant Director for Climate Change and Environment being the designated responsible officer.
- The Client will ensure correct project governance and resource arrangements are in place ready for the project to commence.

Principal Designer

- It is proposed that this will be the Council's Highways Delivery Service, with the Senior Project Engineer – Land Reclamation being the designated responsible officer.
- There are a range of elements to the project that require technical designs to be undertaken to ensure a design specification can be used to determine build costs, and the construction is safe and fit for purpose. The Council's Land Reclamation Team can provide these design services. The design items and estimated cost for this work, on 30 November 2022, are shown as Appendix 4 and is £0.045m.

Principal Contractor

- It is proposed that this will be the CCT, and it will designate a suitably experienced and qualified person to fulfil this role. The CCT has appointed a technical advisor (iSafe) to further support the Trust in this role.
- The CCT has provided a cost estimate (in January 2023) for undertaking the project's infrastructure works, see Table 1 below. This identifies a total cost of £0.399m, which includes a contingency of £0.029m and the £0.045m of design service cost referenced under Principal Designer above. It should be noted that an accurate cost cannot be made until the technical designs have been prepared.

Table 1 – Project Proposal Delivery Cost Estimate

Item	Summary	Value (£)
1	Preparation and advance works	47,000
2	Prelims	30,500
3	Reprofiling and relining of canal channel	87,410
4	Waterproofing existing gabion walls	20,290
5	Bank edging – concrete wash walls	65,330
6	Bank edging – steel piling	52,970
7	Towpath construction	11,507
8	Amenities	15,215
9	Weir repairs	10,000
10	Water supply	30,000
11	Contingency	28,797
	Total	399,019

- To prepare the site for the infrastructure restoration works, it is proposed that the CCT mobilise its volunteer workforce to clear vegetation from the canal channel and banks.

Ensuring a Reliable Water Supply to Maintain Canal Water Levels

- 4.23 The restored canal's water level (approximately 1.5m) will need to be maintained to ensure that expected losses of water through the canal bed and banks, and through evaporation, are replaced. Given the land-locked nature of this part of the canal, this cannot yet be achieved by balancing the supply and demand for water from the other sections of the canal. Therefore, it is essential that the project delivers an effective and permanent bespoke solution for supplying water to the stretch at Renishaw on the basis that its channel and banks have been restored to an optimum design to avoid leakage.
- 4.24 The options available involve pumping water either from the River Rother or from Smithy Pond, both located adjacent to the canal. Third-party landowner permissions will need to be secured to allow access to these water sources which will be advanced by the CCT. Furthermore, investigations need to be conducted to test their viability, design, and financial implications to determine which option is best (in conjunction with the Environment Agency). Such investigations are expected to cost c.£0.005m and be commissioned by the Council in conjunction with the CCT. It is important that the Council directly undertakes this assessment given it will be responsible for maintaining the adequate supply of water to maintain the restored canal level (see Paragraph 4.28).

- 4.25 If water abstraction from the River Rother (via a new pumping station) is determined as the preferred option, than a new Water Abstraction Licence will need to be secured from the Environment Agency. The Agency's approval for a licence will require an Environmental Impact Assessment and other documentary evidence to be provided. The estimated cost to secure this licence is projected to be £0.010m and this application would be made by the Council in conjunction with the CCT. It is important that the Council directly makes this application given it will be responsible for maintaining the adequate supply of water to maintain the restored canal level (see Paragraph 4.23).

Further Planning Permission Discussions with North East Derbyshire District Council

- 4.26 In June 2006, the Council received conditional planning permission for the restoration of the canal to full navigable standard including the reinstatement of the towpath and the creation of mooring facilities, which remains valid. However, new engagement with North East Derbyshire District Council is necessary as the footprint of the project now includes some small, but additional areas of land in the Council's ownership that were not included in this planning permission, and clarification is required as how this needs to be managed. The costs of this are expected to be negligible. This work will be undertaken by the Council in conjunction with the CCT.

Ensuring Appropriate Management Arrangements for the Restored Canal

- 4.27 It is important that the Trust and the Council formally agree on the split of responsibilities for maintaining the canal once it is restored. The proposed split of responsibilities is shown below.
- 4.28 Derbyshire County Council
- Managing the water supply:
 - Providing an appropriate supply of water to maintain the Canal's waterway (subject to a successful restoration scheme).
 - Compliance with the conditions of a Water Abstraction Licence from the River Rother (should this be required).
 - Infrastructure safety inspections and major maintenance:
 - There are several structures on this section of former canal that require appropriate inspection and maintenance. Currently, only the road bridge over the canal (Main Road/A6135) has such arrangements as it is part of the Council's Highways Maintenance

services. The other structures include the following items which fall under the jurisdiction of the Countryside Service; a suitable inspection regime will be applied to them from April 2023 (even if the restoration project is not delivered):

- An overspill weir
 - A footbridge over the canal
 - Gabion walling
 - Sheet metal piling walling
 - Brickwork walling
 - Earth embankments
 - Tow path
- The canal restoration design and build works associated with the project's delivery will ensure that these structures are fit for purpose and are not expected to require any major maintenance for approximately 25-50 years. Therefore, it is not proposed that the Council allocate a specific capital budget for this purpose albeit revenue funding will be required for structural surveys (see below).
 - These structures will, however, require:
 - Structural surveys to be undertaken by a civil engineer. A minor inspection every two-years and a detailed inspection every six-years. A budget of approximately £0.008m is needed for each six-year inspection period. This can be funded from the Countryside Service's annual revenue budget.
 - Non-specialist planned maintenance e.g. pointing of brickwork and painting. This can be undertaken by the CCT as part of its upkeep of the site via volunteers. The CCT is supportive of this.

4.29 The Chesterfield Canal Trust

- The Trust has committed to undertaking the following duties in respect to maintaining the restored canal on a permanent basis:
 - Non-specialist planned maintenance of the infrastructure (as explained above).
 - Cleansing, including litter and dog fouling removal and appropriate disposal.
 - Removal of graffiti.
 - Managing canal side vegetation (including trees).
 - Clearing culverts and channel water of vegetation and detritus.
 - Dredging the canal channel.
 - Routine inspection and maintenance of canal infrastructure e.g. greasing of moving parts and painting.

- Provision and maintenance of appropriate health and safety equipment for public use.
 - Conservation practices to enhance biodiversity.
- 4.30 The MOU referenced at Paragraph 4.7 is to be updated and approved by the Council and CCT to reflect this division of responsibilities. This is expected to either be a new MOU or an addendum to the existing one.

5. Consultation

- 5.1 Extensive consultation has taken place with the CCT in formulating this Project Proposal. The CCT has engaged with the communities adjacent to the canal which have expressed support for its restoration.

6. Alternative Options Considered

- 6.1 Do nothing - Given the Council's desire to enable the CCT to be successful in its regeneration of the canal and the range of benefits that this would provide, the do-nothing option has been rejected.
- 6.2 Delay - The delivery of this Project Proposal could be delayed, i.e. until this section of canal can be directly connected to the waterfilled canal route, i.e. wait for the section of the canal between Hague Farm (Renishaw) to the river Doe Lea to be completed, which would connect to the waterfilled Staveley Basin. However, this has been rejected due to CCT's readiness to deliver restoration works and the community expectations that this will take place in the near-term. Funding is also available for the project's delivery.
- 6.3 The CCT undertakes the restoration works independently of the Council - Given the Council's landownership, health and safety, and Navigation Authority duties, it is important that the Council works closely with the CCT in the design, delivery and funding of the project. Hence, this option has been rejected.

7. Implications

- 7.1 Appendix 1 sets out the relevant implications considered in the preparation of the report.

8. Background Papers

- 8.1 Cabinet Report Chesterfield Canal – Renishaw dated 11 February 2014 (Minute No. 58/14 refers)

- 8.2 Cabinet Report Chesterfield Canal – Staveley Town Basin – Staveley Town Lock dated 24 March 2015 (Minute No 123/15 refers).
- 8.3 Cabinet Member - Highways, Transport and Infrastructure – Chesterfield Canal Strategic Investment Plan dated 21 June 2016 (Minute No.73/16 refers).

9. Appendices

- 9.1 Appendix 1 - Implications
- 9.2 Appendix 2 - Members of the Chesterfield Canal Partnership
- 9.3 Appendix 3 - The route of the canal at Renishaw
- 9.4 Appendix 4 - Chesterfield Canal - Renishaw - Design estimate (30 November 2022)
- 9.5 Appendix 5 - Memorandum of Understanding

10. Recommendations

That the Cabinet Member:

- a) Approves delivery of the Project Proposal to restore the one-mile section of the Chesterfield Canal at Renishaw in compliance with The Construction (Design and Management) Regulations 2015, and subject to the revised cost estimate to be identified by the Principal Designer being affordable against the project's overall budget of £0.433m made up as detailed in (c) and (d) below..
- b) Approves the appointment of the Chesterfield Canal Trust as the Principal Contractor in accordance with the Memorandum of Understanding executed between the Council and the Trust on 14 September 2015.
- c) Approves the allocation of a (previously approved) Council budget of £0.233m for the project's delivery.
- d) Approves in principle the Council agreeing a revised partnership Memorandum of Understanding with the Chesterfield Canal Trust to include a commitment from the CCT to contribute £0.200m towards the overall budget for the Project Proposal's delivery.
- e) Delegates authority to the Director of Legal and Democratic Services, in consultation with Executive Director – Place, to agree the terms of the Memorandum of Understanding on behalf of the Council and then to enter into the agreement.

11. Reason for Recommendations

- 11.1 To secure approval and direction to allocate Council resources to the delivery of the Project Proposal.

12. Is it necessary to waive the call in period?

- 12.1 No.

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Implications

Financial

- 1.1 An overall budget of £0.433m is required to undertake the Project Proposal. Based on the current cost projections, this is sufficient to effectively deliver it.
- 1.2 The proposed Council contribution to the overall budget is £0.233m and can be funded from already approved capital borrowing held by the Place Departments Land Recclamation Programme.
- 1.3 A further £0.200m will be contributed by the CCT.
- 1.4 The method by which both parties will be accountable for financial contributions to the project's delivery will be identified in a new Memorandum of Understanding (or addendum to the existing one).
- 1.5
- 1.6 An ongoing revenue cost of approximately £0.008m is estimated to be required for each six-year inspection period. This can be funded from the existing Countryside Service's annual revenue budget.

Legal

- 2.1 The Council and the CCT collaboration for the restoration of the canal and the construction of new canal infrastructure is the subject of a Memorandum of Understanding, dated 14 September 2015 (see Appendix 5). This document needs to be updated (or an addendum added) and approved by both parties to reflect:
 - The method by which both parties will be accountable for financial contributions to the project's delivery; and
 - The on-going maintenance responsibilities of the Council and the CCT once the project has been completed.
- 2.2 The commissioning of any contracts for works necessary for the project's delivery that fall outside of the scope of the Memorandum of Understanding will be conducted in accordance with the Council's procurement procedures.

- 2.3 As the Navigation Authority for the Chesterfield Canal, the Council has responsibilities for management, maintenance and operation of the canal.

Human Resources

- 3.1 The project will be managed under The Construction (Design and Management) Regulations 2015 (CDM). The Client will ensure all human resource implications are managed appropriately, e.g. health and safety, welfare and technical competence.

Information Technology

- 4.1 None.

Equalities Impact

- 5.1 Not applicable.

Corporate objectives and priorities for change

- 6.1 The delivery of the Project Proposal will contribute to the following Council Plan objectives:
- Resilient, healthy, and safe communities.
 - High performing, value for money and resident focused services.
 - Effective early help for individuals and communities.
 - A prosperous and green Derbyshire.

Other (for example, Health and Safety, Environmental Sustainability, Property and Asset Management, Risk Management and Safeguarding)

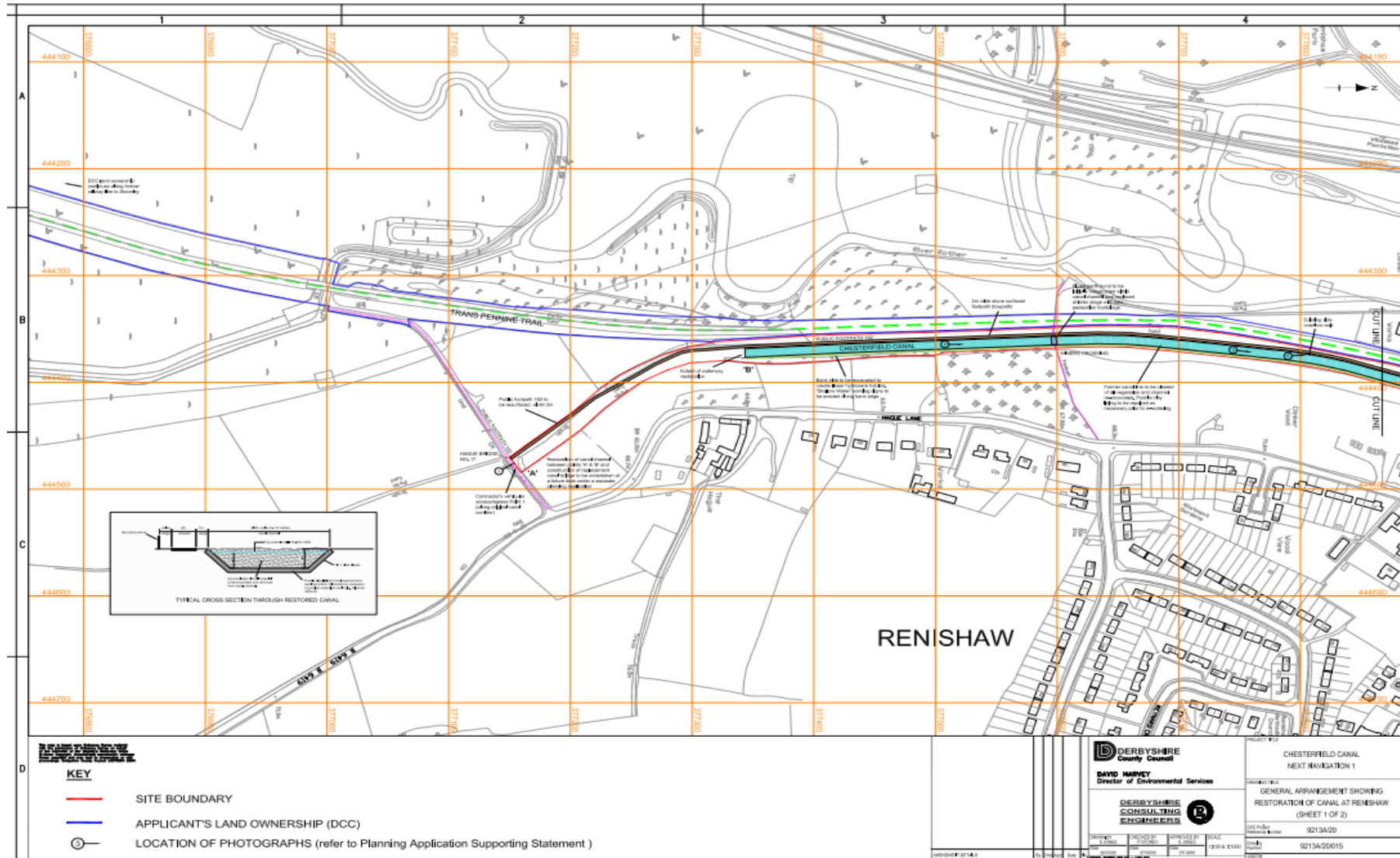
- 7.1 The project will be managed under The Construction (Design and Management) Regulations 2015 (CDM).

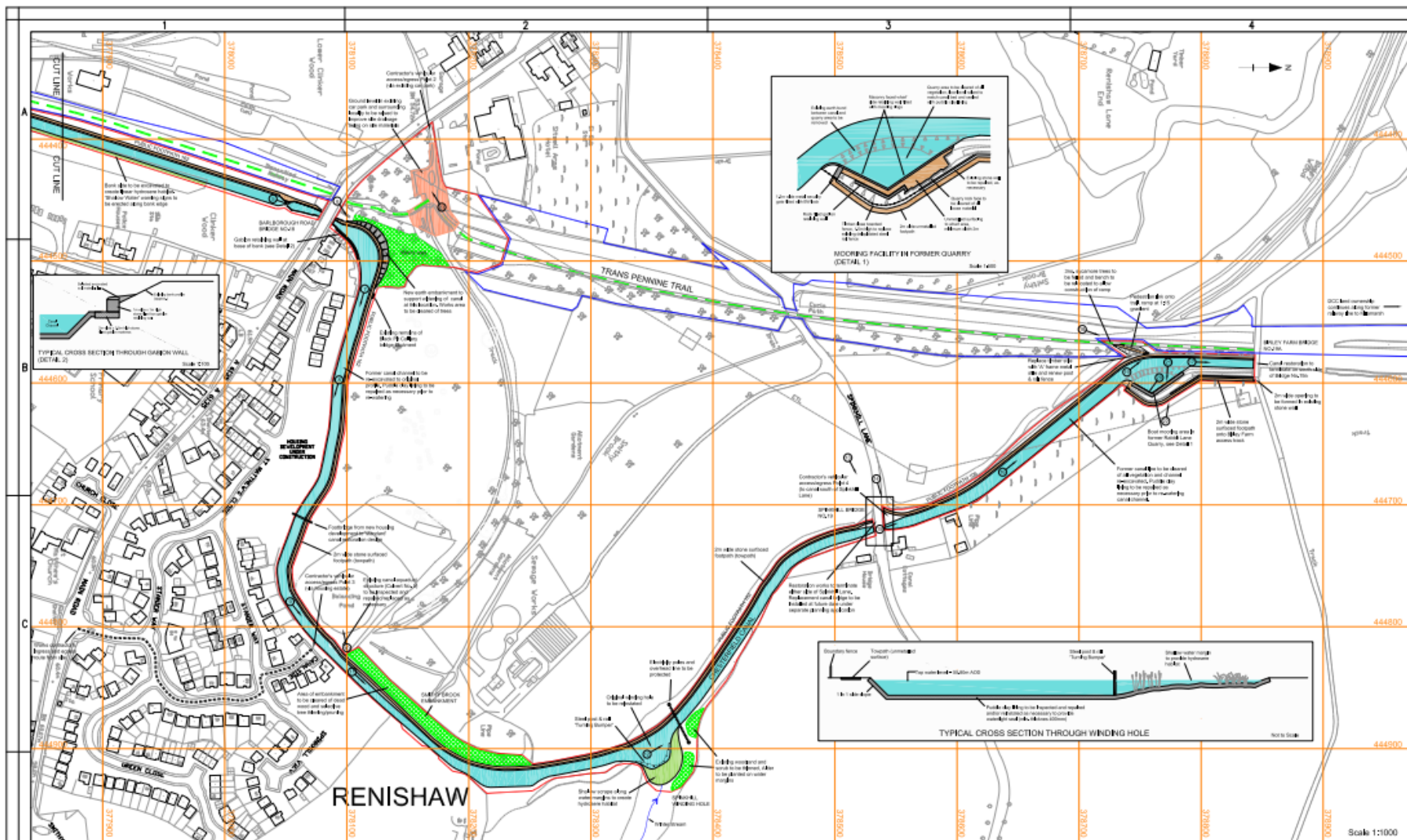
Appendix 2

Members of the Chesterfield Canal Partnership

- Canal and River Trust
- Chesterfield Borough Council
- Chesterfield Canal Trust
- Bassetlaw District Council
- Derbyshire County Council
- Derbyshire Wildlife Trust, Nottinghamshire Wildlife Trust, and Yorkshire Wildlife Trust
- The Environment Agency
- Inland Waterways Association
- Natural England
- Rotherham Metropolitan Borough Council
- North East Derbyshire District Council.
- Nottinghamshire County Council

Appendix 3: The Route of the Canal at Renishaw





KEY

- SITE BOUNDARY
- APPLICANT'S OWNERSHIP BOUNDARY (DCC)
- LOCATION OF PHOTOGRAPHS (refer to Planning Application Supporting Statement)

DERBYSHIRE
County Council

DAVID HARVEY
Director of Environmental Services

DERBYSHIRE
CONSULTING
ENGINEERS

PROJECT FILE

CHESTERFIELD CANAL
NEXT NAVIGATION 1

GENERAL ARRANGEMENT SHOWING
RESTORATION OF CANAL AT REMISHAW
(SHEET 2 OF 2)

SEE Project
Reference Number

9213A/20

9213A/20016

Appendix 4 – Chesterfield Canal – Renishaw – Design Estimate (30 November 2022)

Appendix 4: Chesterfield Canal - Renishaw - Design estimate (30 November 2022)		
Nr	Work Item Description	Projected Cost
		£
1	Detailing of 2.5m high retaining wall at Black Pits Corner	768
2	Detailing of 1.8m high whalings wall south of Main Road	448
3	Detailing of gabion infill	256
4	Design and detailing of abstraction intake	2,560
5	Design and detailing localised earthworks to facilitate canal realignments	2,240
6	Detail lining method for canal - general detail	960
7	Design pump management instrumentation and secure power supply for pump intake	2,560
8	Review H&S Plan	640
9	Preparation of planning drawings where required for works outside existing boundary (assumes all other drafting work for application is to be done by CCT volunteers)	1,280
10	Planning fee	500
11	Survey and setting out	2,160
	Sub Total (Design)	14,372
12	Add for management of above	3,256
13	Supervise works (4x78 = 312) over next 18 months	19,968
14	Add for management of above	7,480
Total (incl Supervision)		45,076

DATED _____ 2015

Execution Copy

MEMORANDUM OF UNDERSTANDING

Between:

1. DERBYSHIRE COUNTY COUCIL

-and-

2. CHESTERFIELD CANAL TRUST Ltd

Relating to recognised Partnership Working between Derbyshire County Council and
Chesterfield Canal Trust for the construction of new canal infrastructure during
restoration of the Chesterfield Canal.

This Memorandum of Understanding is made

_____ **2015** (the “**Commencement Date**”), between:

- (1) **DERBYSHIRE COUNTY COUNCIL** whose principle office is at: County Hall, Matlock, Derbyshire DE4 3AG (the “**COUNCIL**”); and
- (2) **CHESTERFIELD CANAL TRUST LIMITED, Registered Charity Number 1071376**, Company Number 3403203, whose registered office is at: 22 Works Road, Hollingwood, Chesterfield, Derbyshire S43 2PF (the “**TRUST**”).

Each “**PARTY**” and together collectively referred to as the “**PARTIES**”.

BACKGROUND:

- A The Parties wish to restore and make navigable part of Chesterfield Canal (the “**CANAL**”) from Staveley to Kiveton Park; and
- B The Parties have assisted and co-operated with each other since 1990. Following the signing of the Memorandum of Understanding (“**MoU**”) in 2012 covering the regeneration of the Canal, the Parties wish to co-operate with each other furthermore as particularly set out in the MoU to continue with the Canal’s regeneration.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. INTRODUCTION

- 1.1 The Canal extends for 46 miles from Chesterfield in Derbyshire, to West Stockwith in Nottinghamshire. Of its total length, 37 miles of the Canal is restored, navigable and open to public use. However, nine miles from Staveley to Kiveton Park remains unrestored and constitutes a missing link in the waterway, preventing opening up of the entire canal corridor.
- 1.2 Historically, the Council has achieved full restoration of over five continuous miles of the Canal linking Chesterfield to Staveley, mostly funded through sourcing of external grants and funds raised by the Trust and delivered both by contractors on behalf of the Council and through working closely with the trust and its volunteers. A MoU signed in February 2012 recognises assistance from the Trust

in the promotion and practical management of the Canal in exchange for the waiver of license fees for trip boats operated by the Trust on the restored waterway in the Councils ownership.

- 1.3 Further restoration of the Canal is considered a vital catalyst to regeneration of the area and the Councils Cabinet has resolved that the Council enter into this MoU with the Trust to recognise the ongoing partnership for further restoration of the Canal and where possible to provide financial support to the Trust towards material and equipment costs incurred by the Trust.

2. CONSTRUCTION WORK REQUIRED

- 2.1 To the North of Staveley Basin, new works will consist of: building the Town Lock and bridge approach walling; gates; sluices; by-wash; downstream wharf walling and new side weir outfall. Such works are envisaged to be completed through a mix of volunteer work and Council contracted works to bring a further short section of the canal into use.

- 2.2 At Renishaw, new works will consist of: vegetation clearance; walling; excavation of infill; creation and lining of the Canal, together with the undertaking of remedial work to the previously restored Canal section to ensure water retention prior to its re-filling.

Again, such works are envisaged to be completed through a mix of volunteer work and Council contracted works.

3. OBLIGATIONS OF THE PARTIES

- 3.1 In order to achieve the works in paragraph 2 above, the Council shall:
- 3.1.1 promote and undertake restoration of the Canal through preparation of detailed designs, drawings and specifications for the restoration and new works;
 - 3.1.2 agree with the Trust its capacity for the undertaking of work by Trust volunteers, and provide reasonable technical support and guidance during the undertaking of restoration and maintenance work;

3.1.3 provide financial support where budget allows, through a contribution of up to 50% of the evidenced (invoiced) costs for materials and/or specialist equipment hire costs for discrete elements of work, provided that:

- (i) such financial support is previously agreed between the Parties:
and
- (ii) work by Trust volunteers results in either the construction of new Canal, or in restoration or maintenance of the existing canal.

3.1.4 undertake reasonably agreed works outside the capacity of the Trust, when necessary and where its authorised budget allows, through preparation of tender documents, procurement of specialist contractors and supervision of construction delivery;

3.1.5 use its reasonable endeavours to seek to secure external grant support toward the ongoing restoration and construction work as reasonably required; and

3.1.6 ensure that all agreed contributions are paid in a timely manner.

3.2 The Trust shall:

3.2.1 undertake clearance, maintenance, or the ongoing restoration and construction works (the "Works") that is within the capacity of Trust volunteers to deliver safely and only after consultation with and following receipt of written agreement from the Council as landowner/leaseholder, either by nominated Council engineers or waterway officers;

3.2.2 seek and accept technical support and guidance, abide by clearly communicated instruction; and comply fully with all relevant health and safety legislation during the Works;

3.2.3 organise and manage volunteer work camps, and closely supervise the delivery of the Works by both Trust volunteers and by other volunteer groups (e.g. the Waterway Recovery Group)

3.2.4 keep and make available on request accurate and detailed records for expenditure incurred (for the purpose of reimbursement towards actual

costs) and of volunteers hours associated with the delivery of all of the Works;

3.2.5 use its reasonable endeavours to seek to secure external grant support towards but not exclusively for the ongoing restoration and construction Works, as opportunity arises; and

3.2.6 ensure that the Trust has both Third Party and Public Liability Insurance policies in the sum of five million pounds and ensure that volunteer groups (e.g. the Waterway Recovery Group) are similarly covered by insurance.

3.3 The Parties shall work together, both in respect of Works and, to publicise, manage and deliver agreed waterway restoration events along the Canal in spirit of partnership.

4. COSTS

4.1 Each Party will be responsible for its own costs and expenses in respect of the subject matter of the MoU.

5. REVIEW

5.1 This MoU may be reviewed at any time at the request of either Party or as and when the Councils policies relating to commitment to restoration are renewed or changed.

6. LEGAL STATUS

6.1 The Parties acknowledge that this MoU shall not be legally binding on them

7. LIABILITY

7.1 Either Party will have no obligation to the other Party or any third party with respect to any loss of business, profits, savings or economic, incidental, indirect, consequential, punitive or special damages, even if it has been advised of the

likelihood of such damages or if they are foreseeable. The Parties to this MoU undertake to work together to minimise the risk of any such losses to the other.

8. TERM and TERMINATION

8.1 This MoU shall commence on the Commencement Date set out above and shall continue in full force and effect until terminated at any time without liability by the Council on 90 days prior written notice to the Trust.

8.2 The Trust may terminate this MoU at any time without liability on 90 days prior written notice to the Council.

9. GOVERNING LAW

9.1 This MoU and any issues or disputes arising out of or in connection with it (whether such disputes are contractual or non-contractual in nature, such as claims in tort, for breach of statute or regulation, or otherwise) shall be governed by and construed in accordance with English law and each of the Parties submits to the exclusive jurisdiction of the Courts of England and Wales with regard to any such issues or disputes.

Signed by **Robin Stonebridge**

Chair Chesterfield Canal Trust

On the instruction of the Trustees at their meeting on the 6th July 2015

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Sarah Stephens, Trustee, Chesterfield Canal Trust Ltd

Signed by

for and on behalf of **Derbyshire County Council**

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