



Council Offices, Kiln Road,
Thundersley, Benfleet,
Essex SS7 1TF.
Tel. No: 01268 882200



Angela Hutchings
Chief Executive

AGENDA

Committee: **SCRUTINY**

Date and Time: **Wednesday, 14 February 2024, at 7.00 pm**

Venue: **Council Committee Room 1, Council Offices**

Membership: **Councillors G Isaacs (Chairman), K Bowker, A Edwards, B Egan, N Harvey, D Jones, D Thomas and J Thornton**

Officers attending: **Angela Hutchings** **Ann Horgan** **Amanda Parrott** **Sonia Worthington** **- Chief Executive** **- Head of Governance** **- Assistant Director, Climate & Growth** **- Democratic Services Manager**

Enquiries: **Sonia Worthington, ext. 2400**

PART I (Business to be taken in public)

1. Apologies

2. Members' Interests

3. Minutes

To approve the Minutes of the meeting held on 10 January 2024.

4. Renegotiation of Existing Lease and Management Agreement for Canvey Lake

To consider the terms of the lease and management agreement between Castle Point Borough Council and Canvey Island Town Council and to make recommendations to the Cabinet regarding the proposals of the Town Council to amend those existing arrangements.

5. Tourism in Castle Point

To consider forming a Task & Finish Group to engage with officers, stakeholders and partners and scope out the opportunities for promoting tourism and growin the tourism economy in Castle Point.



SCRUTINY COMMITTEE MINUTES

10th January 2024

PRESENT: Councillors Isaacs (Chair), Bowker, Edwards, Egan, Jones, Thomas, J Thornton.

ALSO PRESENT: Councillors Ainsley, Campagna, T.Gibson, McCarthy-Calvert, Palmer, Savage, A.Thornton.

Officers: Ms Angela Hutchings , Ann Horgan – Monitoring Officer.

APOLOGIES: Councillor Harvey.

7. MEMBERS' INTEREST

There were no disclosures of interest.

8. MINUTES

The Minutes of the meeting held on 30.11.2023 were approved and signed by the Chairman as a correct record.

9. CHANGES TO THE BOROUGH'S COUNCIL'S ELECTORAL CYCLE

The Committee had been tasked by Council to review the response to consultation on the proposal to change the Council's current electoral cycle and move to whole-council elections every four years before formal consideration of the proposal at the Special Council scheduled to take place on 31 January 2024.

At the Council meeting on 11 October 2023, Council approved the consultation process and gave approval to consult on the proposal to change the Council's current Electoral Cycle.

To assist the Committee the following was provided :

- Report and appendix to Council 11.10.2023 (Appendix A)
- Consultation form (Appendix B)
- Results of Consultation (Appendix C)
- Report on online consultation (Appendix D)
- Report on online comments (Appendix E)
- Report of hard copy consultation (Appendix F)

Public consultation took place between Monday 16 October 2023 and Monday 18 December 2023. Hard copies of the consultation were available at the public libraries in the Borough, Canvey Island Town Council Offices ,the Council Offices Kiln Road and at the Leisure Centres at Runnymede and Waterside Farm. The

period had been extended following consultation with the Leader of the Council for two weeks from Monday 27 November to give a further opportunity to obtain a response. Members were informed. During this time residents were encouraged to respond through social media.

Political parties were also contacted with details of the consultation.

The Scrutiny Committee considered the consultation responses.

The consultation response data was set out in Appendix C and included the consultation between online and hard copy responses. In summary a total of 257 responses were received of those 154 (60%) favoured a change to whole council elections with 103 (40%) indicating a wish to stay the same.

Examination of the comments submitted reflected the points supporting the reasons for change or no change contained in the supporting information for the consultation.(Appendix E).

The Monitoring Officer reported on the current consultation on the proposition being undertaken by Southend City Council and informed the Committee that historically responses to such consultation tended to be low.

The Scrutiny Committee discussed reviewed the consultation responses. The Committee was satisfied with the process and results of the consultation and formally commended the matter to Special Council for decision.

Resolved:

To report to Special Council with the following recommendation that the Scrutiny Committee had reviewed and was satisfied with the process and the consultation results and formally commends the matter (the proposal to change the Council's current electoral cycle and move to whole-council elections every four years) for decision at the Special Council scheduled to take place on 31 January 2024.

Chairman

AGENDA ITEM NO. 4

SCRUTINY COMMITTEE

14 February 2024

Subject: Re-Negotiation of Existing Lease and Management Agreement for Canvey Lake

1. Purpose of Report

To consider the terms of the Lease and Management Agreement between Castle Point Borough Council and Canvey Island Town Council and to make recommendations to the Cabinet regarding the proposals of the Town Council to amend those existing arrangements.

2. Links to Council's priorities and objectives

This report impacts on the Environment objectives set out in the Corporate Plan.

3. Recommendations

(1) The Committee is invited to review the request of the Canvey Island Town Council and make recommendations to Cabinet.

Resolution Required

4. Background

The Lease and Management Agreement

4.1 On 1 March 2020, Castle Point Borough Council (the "Borough Council") granted a lease (the "Lease") to Canvey Island Town Council (the "Town Council") in respect of a parcel of registered land known as Canvey Lake and its surrounding landscaped areas.

4.2 The Lease (set out in Appendix 1) is on a peppercorn rent (£1) and is for a term of 99 years. Key clauses of the Lease which are of particular relevance to the arrangement between the two councils are as follows:

(a) Clause 5.4.1 of the Lease places an obligation on the Town Council to maintain the Land (which includes the Lake and its surrounds) in accordance with (i) the Management Agreement and (ii) the Feasibility Study contained within the Management Agreement.

- (b) Clause 3 of the Management Agreement sets out a number of obligations of the Town Council for routine land maintenance of the Land which comprises the Lake and its surrounds.
- (c) Clause 2.5 defines the Management Agreement is defined as “*the agreement between the [Borough] Council and the Town Council detailing how the Town Council will maintain and manage the Land which forms part of this Lease and is enclosed as Schedule 5*”.
- (d) Clause 5 of the Lease creates the Common Liaison Committee (the “CLC”) as the body which will oversee “*the advancement of the agreement*”. The CLC is described as comprising representatives from both councils and “*one independent person representing a nationally recognised environment organisation*”.
- (e) The Management Agreement imposes a number of specific obligations on the CLC to manage and maintain the Land in accordance with the Feasibility Study which eclipses the more general and routine sole obligations of the Town Council set out in (b) above. Indeed, the CLC is charged with the finances and budgeting of the management and maintenance in Clause 5.9 of the Management Agreement. However, the CLC is not empowered to enforce those obligations on either council.
- (f) The Feasibility Study dates back to 2008 and although it forms part of the Lease, outside of the obligations in (b) above (which relate to the Town Council only) there is no express obligation on the Town Council to pay or provide funds to deliver the projects identified in the Feasibility Study (including dredging) and there is no obligation on either the Town Council or the Borough Council to pursue other avenues of funding.

- 4.3 Notwithstanding all of this, the way in which the Management Agreement is drafted indicates that the intention of the parties back in 2010 was to work together under the auspices of the CLC to implement the projects identified in the Feasibility Study. In practice, since that date the two councils have striven to work in the spirit of partnership to pursue the best interests of the Lake.
- 4.4 On 10 May 2021, the Borough Council agreed with the Town Council by way of a contractual side letter (Appendix 2) that the CLC be suspended “*indefinitely or until further agreement*”.

Multi-agency working

- 4.5 Agencies such as the Environment Agency (EA), Anglian Water and Essex County Council as the Lead Local Flood Authority are part of a multi-agency approach to the management of the Lake’s functionality. These agencies work alongside both councils and mean that we have clear lines of communication and escalation and access to subject matter expertise which neither council on its own would have.
- 4.6 The main function of the Lake is to provide surface water attenuation. The Lake forms part of Canvey Island’s surface water drainage system. It operates as an overflow, with pumps activated to pump away the water once a particular level is reached. In the Canvey Island 6-Point Plan from November 2015, there was

recognition from the multiple agencies that removal of silt would improve the efficiency of the surface water drainage but that it would cost £1.5m with ongoing maintenance of £500,000 to continue to remove silt build up. Although the document states that the scheme would be run and managed by the Town Council, no funding was ever made available by the Borough Council for this task.

- 4.7 Notwithstanding the main function of the Lake, the surrounding landscape has always been part of the aesthetic of the area and both councils have aspired to maintain the surrounding landscape to create a high quality urban green space. The Town Council has taken the lead on this initiative and under the terms of the Lease, has operational day to day management of the Lake. But the Town Council has no control over the water that goes into the Lake. That comes from the surrounding land and roads. Any pollutants entering the surface drainage system can enter the Lake. The Town Council can only control the environment around the Lake as a means of mitigating pollutants entering the water.
- 4.8 The health of the water is the remit of the Environment Agency (EA) the statutory role of which is to be responsible for:
 - a) regulating major industry and waste
 - b) treatment of contaminated land
 - c) water quality and resources
 - d) fisheries
 - e) inland river, estuary and harbour navigations
 - f) conservation and ecology
 - g) managing the risk of flooding from main rivers, reservoirs, estuaries and the sea.
- 4.9 In relation to the list above, the EA's responsibility for water quality and resources means the regulatory element – permitting and enforcement against landowners and statutory undertakers. The main responsibility for managing the watercourse itself remains with the landowner. The EA is not responsible for improving the water quality – they can only provide advice/ support or enforcement. The Environmental Permitting (England and Wales) Regulations 2016 form the main environment permitting regime which controls potentially polluting activities (waste, industry, water quality, groundwater, radioactive substances and waste, mining waste) through a system of permits and exemptions.
- 4.10 The EA is also responsible for enforcement of fisheries legislation (for example, under the Salmon and Freshwater Fisheries Act 1975) and has responsibility for flood risk management on main rivers and coasts under primary, secondary and local legislation including a general supervisory duty for all flood and coastal erosion risk management and a power to issue flood warnings.
- 4.11 The importance of multi-agency working was never more evident than in June 2022. The impact of climate change has seen extreme heat, lack of rainfall and the shallow nature of the Lake cause serious problems at the site in recent years. In the summer of 2022, a multi-agency response was launched to combat harm to wildlife and the environment as a result of extreme weather conditions and limited rain causing reduced oxygen levels, and more concentrated toxins in the water. Residents crowd-funded to purchase aerators. Working with the EA,

the Town Council immediately removed more than 800 fish and subsequently put in place a 3 year fish management plan. The Town Council, worked closely with the EA to manage the removal of dead and diseased fish and has reduced the level of fish within the Lake to enable the biodiversity of the Lake to recover. The live fish were diseased, with Koi Herpes Virus and were able to be humanely re-homed rather than euthanised. The agencies met again in June 2023 to review plans and prepare proactively for the risk of a similar situation arising in the summer as was experienced in 2022. Fortunately, the risk did not materialise. However, there was a blue/green algal bloom experienced at the Lake but again support from the EA enabled the Town Council to manage this adequately.

- 4.12 Through multi-agency working the Town Council has been able to provide assurance that it is actively managing the Lake, evidencing on-going liaison with the EA and bringing in Essex Wildlife Trust to advise on a nature based solution for the future management of the Lake i.e. a solution based on sustainable management and use of natural features and processes, for example using reed beds to treat the silt or creation of water movement to improve aeration.

Future of the Lake

- 4.13 As part of the multi-agency approach the partners acknowledge that there is a need to balance the various functions which the Lake performs, namely a surface water attenuation system; a public recreation amenity; and an important environment for bio-diversity/ecology.
- 4.14 Water flows into the Lake and when it reaches capacity, it is pumped out to sea through pumps owned and operated by the EA. Responsibility for water quality has been the subject of much debate primarily because of the primary function of the Lake means that it is filled with surface water drained from the surrounding area. It is, then, already not the best quality water and there is nothing that the Town Council or the Borough Council can do to improve the quality of water which enters it. There are things, however, which can be done to improve the quality of water which remains in the Lake, for the time that it is there. The challenges of doing that are well documented and are why the issue has come to prominence again.
- 4.15 The presence of silt in the Lake does not mean that the overflow function is necessarily compromised. The letter from the EA to Rebecca Harris MP dated 13 July 2023 states "*Canvey Lake is fed by run-off from its surrounding catchment area, receiving flows from several dykes and surface water sewers around the lake. A weir on the northern bank in the centre of the lake retains the water level, with an overflow to a tributary of Tewkes Creek. As you highlight, in that sense the lake is part of the drainage system for Canvey, provided a route for surface water to flow from the island through a network of drains and dykes into the lake then out to the sea. However, as the weir retains the water at a fixed level and the lake is ordinarily "full" the capacity to store flood water is limited. As the water level is retained at a fixed level, the lack of desilting of the lake will not have increased flood risk to the nearby properties.*"
- 4.16 It is important to note whilst the Feasibility Study contemplated desilting of the Lake, the Lease does not compel it. It was an issue when the Town Council took on the Lease in 2010. Removal of the silt has previously been investigated both

in 2012 and most recently in 2017 by a multi-agency group run by the Borough Council. The conclusion to date, which is supported by the multiple agencies who have been involved, is that the nature of the Lake is that de-silting is not a once and for all solution. It is something which would have to be monitored and repeated as necessary. The specialist nature of the dredging process and the high cost of undertaking the works and removing the spoil (in itself a specialist regulated process) means that it is not an economically viable option.

Consequently, a nature based solution is the current recommended option and is the route being explored by the Town Council, with the support of the Borough Council and other agencies.

- 4.17 The Lake is a popular destination for residents and is an important blue/green amenity in a what is a significant urban area. It has a long history of use as a fishery and the migratory wildfowl are welcome visitors to the landscape. However, in June 2022, the fish stocks, because of their number and their disease/inbreeding, meant that the eco-system of the Lake had been negatively impacted. This will take several years to recover. The 3 year fish management plan is designed to address this. The future of the Lake as a fishery will be reviewed at that time but for now, the Lake is no longer licenced for fishing.
- 4.18 On balance, a nature based solution is felt to be the most sustainable approach to the longer term management of the Lake and this is the strategy which is being developed by the Town Council which is consulting further with nature and wildlife experts in the development of that strategy.

5. Proposals

- 5.1 On 13 December 2023 the Town Council, with the agreement of the Borough Council, called a meeting of the CLC. The Town Council tried, unsuccessfully, to find an *“independent person representing a nationally recognised environment organisation,”* as required by the Management Agreement. The Salvation Army, the RSPB and Essex Wildlife Trust were all approached but were unable to field a representative. Accordingly, both councils agreed that the Borough Council Mayor, Cllr Lynsey McCarthy-Calvert, would chair the CLC meeting. The Leader invited the Group Leader of the People’s Independent Party and the Leader of the Opposition to each nominate a member of the Borough Council to attend the CLC on behalf of the Borough Council. Cllr Mrs Jones was nominated from the People’s Independent Party. The Leader of the Opposition declined to provide a nomination and so the Independent Member Cllr Issacs agreed to attend.
- 5.2 At the CLC, the members discussed the proposal by the Town Council that the purpose of the CLC be reviewed and the proposal that it be dis-banded and replaced instead with a stakeholder group which would support and inform the work of the Town Council. The reasoning behind this was that a stakeholder group would formalise the work that the multi-agency working had already started. It was acknowledged that as the tenant of the Lease, the Town Council’s autonomy must be respected but that the Borough Council has a responsibility towards the Lake as the landowner and landlord under the Lease. A stakeholder group is not a formal committee unlike the CLC and so it will be more agile to assemble and meetings can be held digitally.
- 5.3 In order to make these changes, it will be necessary for the two councils to agree revisions to the Lease and Management Agreement. On that basis the CLC

resolved that a recommendation be made to the Town Council to make a request to the Borough Council to review the Lease and negotiate new terms of the Management Agreement.

- 5.4 At its meeting on 22 January 2024 the Town Council agreed to approach the Borough Council to seek renegotiation of the Lease and Management Agreement arrangements; to consider and recognise all stakeholders that have an interest in the function of the Lake and to replace the CLC meetings with a stakeholder group which would be formulated from various expert organisations (composition is to be agreed) which can review, advise, and support the Town Council in its management and maintenance of the open space. See Appendix 3.
- 5.5 The Town Council continues to have operational stewardship of the Lake and its surrounding areas. The Town Council reports that:
 - a) Work will commence with the Essex Wildlife Trust to prepare a Biodiversity Survey and Management Plan to establish how the Town Council can use its existing natural resources to help the biodiversity of the lake with expert ecologists assessing existing habitats, current management issues and potential enhancement / management options whilst also providing a future management plan.
 - b) The second round of fish removal will take place in February 2024 and will continue until 2025. An electric supply has now been installed at the Denham Road bridge with investigations being made into adequate aeration systems to be installed in the summer of 2024. With the removal of fish, it is not anticipated that the aeration equipment will be required at the Oysterfleet end this year as this area is far deeper than Denham Road. The Town Council will be reimbursing the Oysterfleet Pub for the electric used in 2023 for the use of aerators kindly provided by the residents.
 - c) The Town Council will continue to investigate options for a sustainable habitat for wildlife with the help of the Stakeholder Group and will keep the public informed of its actions through press releases and its website whenever possible.

6. Corporate Implications

None directly arising from this report.

a. Financial implications

There are no financial implications arising from this report. Financial implications arising from any subsequent recommendations made to Cabinet will be assessed at that time and included within the report to Cabinet.

b. Legal implications

The parties will need to enter a deed of variation to expressly record any agreed variation to the original lease.

Key areas of risk relating to lease variations include:-

- Inadvertent surrender and regrant (by operation of law)
- Release of former tenants/guarantors that remain bound by tenant covenants
- Failure to comply with registration requirements.

When considering any proposed variation to the Management Agreement, the parties should be mindful of the effect of the proposed revisions on other existing provisions and ensure that they document any necessary consequent variations accordingly as this could have unforeseen consequences if a party seeks to rely on a provision of the original agreement which may not have been reproduced in the new agreement. Where variation is so substantial that it undermines the original purpose of the existing agreement, it probably won't be treated as a variation by the court and it should be considered that the original agreement has been terminated and replaced by a new agreement.

Further legal implications arising from any subsequent recommendations made to Cabinet will be assessed at that time and included within the report to Cabinet.

c. Human resources and equality implications

Human resources

None directly arising from this report.

Equality implications

An Equality Impact Assessment will be carried out later when proposed changes to the Lease and Management Agreement arrangements are brought forward.

7. Background Papers:

None.

Report Author: Angela Hutchings, Chief Executive

DATED

01 March

2010

CASTLE POINT BOROUGH COUNCIL

- and -

CANVEY ISLAND TOWN COUNCIL

LEASE

- of -

Canvey Lake Canvey Island in the County of Essex

Head of Legal Services
Castle Point Borough Council
Council Offices
Kiln Road
BENFLEET
Essex
SS7 1TF

LEASE

County and District : Essex/Castle Point

Title Number : EX 23287

Property : Canvey Lake Canvey Island Essex

Date : 01 March 2010

1. Particulars

1.1 The Landlord : CASTLE POINT BOROUGH COUNCIL
at Council Offices Kiln Road Thundersley
Benfleet Essex (hereinafter called "the
Council") and any successors in title

1.2 The Tenant : CANVEY ISLAND TOWN COUNCIL at 11
High Street Canvey Island Essex SS8 7RB
(hereinafter called "the Town Council") and
any successors in title

1.3 The Land : ALL THAT land known as Canvey Lake
and all surrounding landscaped areas
Canvey Island Essex as the same is more
particularly delineated on the plan shown
edged red enclosed with this Lease as
Schedule 1

1.4 The Term : 99 years from and including the 1 day of
March Two Thousand and Ten

1.5 Commencement : The day of

1.6 Date : Two Thousand and Ten

1.6 Rent : means a peppercorn £1 per annum

2. Definitions

- 2.1 For all purposes of this Lease the terms defined in Clauses 1 2 and 3 have the meanings specified
- 2.2 "the Act" means the Landlord and Tenant Act 1954 as amended
- 2.3 "the Chief Executive" means the Chief Executive for the time being of the Council or any other Officer that precedes the Chief Executive
- 2.4 "the Determination Date" means 1 January 2050
- 2.5 "the Management Agreement" is the agreement between the Council and the Town Council detailing how the Town Council will maintain and manage the Land which forms part of this Lease and is enclosed as Schedule 5
- 2.6 "the Permitted Use" means the use of the land as public open space
- 2.7 "the Plan" means the plan marked "Plan" annexed to this Lease
- 2.8 "the Planning Acts" means the Town & Country Planning Act 1990 and all statutory extensions modifications amendments or re-enactments thereto

3. Interpretation

- 3.1 The expressions "the Council" and "Town Council" wherever the context so admits include the person for the time being entitled to the reversion immediately expectant on the determination of the Term and the Town Council's successors in title respectively where the Council or the Town Council for the time being are two or more persons' obligations expressed or implied to be made by or with such party are deemed to be made by or with such persons jointly and severally
- 3.2 Words importing the singular number shall include the plural number and words importing the masculine gender shall include the feminine gender and vice versa
- 3.3 The expression "the Term" includes the Term and any period of holding over or extension or continuance of the Term whether by statute or common law
- 3.4 References to "the last year of the Term" includes the last year of the Term if the Term shall determine otherwise than by effluxion of time

and references to the expiration of the Term include such other determination of the Term

- 3.5 Any covenant by the Town Council not to do an act or thing shall be deemed to include an obligation to use reasonable endeavours not to permit or suffer such act or thing to be done by another person
- 3.6 References to "consent of the Council" or words to similar effect mean a consent in writing signed by or on behalf of the Council and to "approved" and "authorised" or words to similar effect mean (as the case may be) approved or authorised in writing by or on behalf of the Council
- 3.7 The terms "the parties" means the Council and the Town Council and the term the "party" means the Council or the Town Council
- 3.8 Any references to a specific statute include any statutory extension or modification amendment or re-enactment of such statute and any regulations or orders made under such statute and any general reference to "statute" or "statutes" includes any regulations or orders made under statute or statutes
- 3.9 References in this Lease to any Clause sub-Clause or Schedule without further designation shall be construed as a reference to the Clause sub-Clause or Schedule to this Lease so numbered
- 3.10 The Clause paragraph and Schedule headings do not form part of this Lease and shall not be taken into account in its construction or interpretation

4. Demise

In consideration of the Rent hereinafter reserved and of the covenants on the part of the Town Council hereinafter contained the Council demises with limited title guarantee to the Town Council the Land **TOGETHER WITH** the rights and easements set forth in the Second Schedule hereto but **SUBJECT TO** the exceptions and reservations in favour of the Council set forth in the Third Schedule and the restrictive covenants detailed in the Fourth Schedule hereto **TO HOLD** the land for the Town Council for the Term and **YIELDING**

AND PAYING during the Term to the Council the Rent (if demanded) in advance on the 1st January in every year

5. Town Council's Covenants

5.1 Rent and Outgoings

To pay the Rent hereby reserved at the times and in the manner aforesaid free from all deductions and also to pay and discharge all taxes assessments duties charges and outgoings whatsoever whether parliamentary parochial or otherwise which now are or may hereafter become payable or assessed in respect of the Land other than any taxes assessments duties charges and outgoings payable by the Council as a result of any dealing with the reversion immediately expectant on this Lease

5.2 Council's Costs

To pay the Council's reasonable costs fees charges disbursements and expenses (including Solicitor's costs and Surveyor's fees) properly incurred by the Council in relation to:-

5.2.1 the grant of this Lease

5.2.2 every application made by the Town Council for a consent or Licence required or made necessary by the provisions of this Lease whether the same be granted or refused or proffered subject to any qualification or condition (unless the consent or licence is unreasonably withheld in circumstances where the Landlord is not to unreasonably withhold it) or whether the application be withdrawn

5.2.3 incidental to the preparation and service of a Notice under Section 146 of the Law of Property Act 1925 notwithstanding forfeiture is avoided otherwise than by relief granted by the Court

5.3. Interest

To pay interest at a rate of 1% above the base rate of Co-Operative Bank plc from time to time on sums due under this Lease that are not paid within 30 days of demand the interest to be recoverable as rent and nothing in this Clause entitles the Town Council to withhold or delay any payment of any sum due under this Lease or affects the rights of the Council in relation to any non-payment

5.4 Maintenance and condition

- 5.4.1 To maintain the Land during the Term in a good and tenantable state and condition to ensure that the Land is at all times well kept in accordance with the Management Agreement and the Feasibility Study contained therein
- 5.4.2 To permit the Council and its agents or servants with or without workmen and others at least once a year at reasonable times on giving at least two working days notice to the Town Council to enter upon and examine the condition of the Land at all times accompanied by the Town Council and thereupon the Council may serve upon Town Council a Notice in writing specifying any maintenance to be done and require Town Council forthwith to execute the same and if the Town Council shall not within one month after service of such Notice commence to proceed diligently with the execution of such maintenance then to permit the Council to enter upon the Land and to execute such maintenance and the cost thereof shall be a debt due from the Town Council to the Council and be forthwith recoverable by distress action or otherwise

5.5 Condition of the Land

- 5.5.1 The Town Council enters in this Lease will full knowledge of the condition of the Land
- 5.5.2 The Town Council shall indemnify and keep indemnified the Council against all death injuries accidents damages claims demands fees fines penalties liabilities costs and expenses and proceedings which may be brought against the Council by visitors or any other persons in relation to the Land or for any matter whatsoever arising out of or in connection with the Town Council's management of the Land or any breaches of any of its covenants hereunder (irrespective of whether such matters occurred as a consequence of any act or omission on the part of any undertenant sub-undertenant licensee or any person in management whether or not so authorised by Town Council)
PROVIDED THAT such indemnity shall extend to and cover all reasonable and proper costs and expenses incurred by the Council in connection with any steps which the Council may (at its absolute

discretion but without being in any way obliged so to do) take to remedy any matter referred to above after failure by the Town Council to remedy any breach within a reasonable time of notification of the same by the Council (save in the case of emergency) and which shall be without prejudice to any rights or remedies of the Council in respect of any such breach

5.6 Permitted Use

- 5.6.1 Not to use or suffer or permit the Land to be used for a purpose other than the Permitted Use for the benefit of the Borough of Castle Point
- 5.6.2 Not to carry on or permit or suffer to be carried on in or upon the Land or any part thereof any activity whatsoever other than that in accordance with the Permitted Use

5.7. Health and Safety

- 5.7.1 The Town Council shall at all times comply with:

- 5.7.1.1 All relevant Health and Safety Acts, Health and Safety Regulations and Codes of Practice that are approved by the Health and Safety Commission
 - 5.7.1.2 All relevant and appropriate guidance and good working practices, as published or accepted by the Health and Safety Executive, professional/trade bodies or other similar organisations
 - 5.7.1.3 Their own Health and Safety Policy, Health and Safety System and Procedures. Notwithstanding this, any contractors shall ensure that their employees and any sub-contractors comply at all times with the Council's Health and Safety Policy in so far as it is relevant to their management of the Land.

5.8 Alterations

Not at any time without the Council's consent (such consent not to be unreasonably withheld) to erect any structure on the Land or make any alterations unless in accordance with the Management Agreement.

5.9 Statutory Obligations

- 5.9.1 At the Town Council's own expense to execute all the works and provide and maintain all arrangements upon or in respect of the Land

or the use to which the Land is being put that are required in order to comply with the requirements of any statute (already or in the future to be passed) or any Government Department Local Authority other public or competent authority or Court of competent jurisdiction regardless of whether such requirements are imposed on the Council or Town Council

- 5.9.2 Not to do in or near the Land any act or thing by reason of which the Council may under any statute incur have imposed upon it or become liable to pay any penalty damages compensation costs charges or expenses
- 5.9.3 Without prejudice to the generality of the above to comply in all respects with the provisions of any statutes and any other obligations imposed by law or by any byelaws applicable to the Land or in regard to the operation of the Land in accordance with the Permitted Use

5.10 Alienation

- 5.10.1 Not to assign underlet or part with possession of the Land or any part thereof without the prior written consent of the Council (such consent not to be unreasonably withheld or delayed) in the case of a respectable and responsible assignee who is recognised as being in a position to continue to use the Land in accordance with the Permitted Use
- 5.10.2 On any assignment the assignee shall (if so reasonably required by the Council) enter into direct covenants with the Council to perform and observe all the Town Council's covenants and all other provisions contained in this Lease during the residue of the Term
- 5.10.3 On any permitted assignment the assignee shall if so reasonably required by the Council in the case of an assignment to a Limited Company procure that at least two Directors of the Company or to any other assignee that some other guarantor or guarantors acceptable to the Council enter into direct covenants with the Council in the form of the guarantors covenants contained in this Lease with "the assignee" substituted for the Town Council
- 5.10.4 Subject to having obtained the prior written consent of the Council within twenty-eight days of any assignment underlease charge or

parting with possession with or other devolution relating to the Land to produce for registration to the Council the Probate of the Will or Letters of Administration under which devolution arises or other such Deed or document and to pay to it a registration fee of not less than Fifty Pounds but such reasonable amount as directed by the Council in respect of each assignment underlease charge or other devolution

5.11 Nuisance

Not to do or permit or suffer to be done anything in or upon the Land or any part thereof which in the opinion of the Council may be or become a statutory nuisance or cause damage to the Council

5.12 The Planning Acts

5.12.1 Not to commit any breach of planning control (such term to be construed as it is used in the Planning Acts) and to comply with the provisions and requirements of the Planning Acts that affect the Land whether as to the Permitted User or otherwise and to indemnify (both during or following the expiration of the Term) and keep the Council indemnified against all liability whatsoever including costs and expenses in respect of any contravention

5.12.2 At the expense of the Town Council to obtain all planning permissions and to serve all such notices as may be required for the carrying out on or at any time during the Term in respect of any operations or user on the Land which may constitute development in accordance with the Planning Acts (Development) provided that no application for any such planning permission shall be made without the previous consent of the Chief Executive such consent not to be unreasonably withheld or delayed in any case where the application for an implementation of such planning permission will not create or give rise to any tax or other fiscal liability for the Council or where the Town Council indemnifies the Council against such liability

5.12.3 Subject only to any statutory direction to the contrary to pay and satisfy any charge or levy that may subsequently be imposed under the Planning Acts in respect of the carrying out or maintenance of any such operations or the commencement or continuance of any such user

5.12.4 Notwithstanding any consent which may be granted by the Council under this Lease not any time during the Term to carry out or make any alteration or addition to the Land or any change of use;

5.12.4.1 until all necessary notices under the Planning Acts have been served and copies produced to the Council

5.12.4.2 until all necessary permissions under the Planning Acts have been obtained and produced to the Council

5.12.4.3 unless the Council shall otherwise direct to carry out and complete before the expiration of the Term

5.12.4.4 and where a planning permission is granted subject to conditions and if the Council reasonably so requires to provide security for the compliance with such conditions the Town Council shall not to implement the planning permission until security has been provided

5.13 Encroachments

The Town Council must take all reasonable steps to prevent the making of any encroachment or the acquisition of any easement in relation to the Land and must notify the Council as soon as reasonably practicable after becoming so aware if any encroachment is made or easement acquired or if any attempt is made to encroach or acquire an easement. At the request of the Council the Town Council must adopt such means as are reasonably required to prevent the making of any encroachment or the acquisition of any easement.

5.14 Yield Up

At the expiration of the Term or earlier determination of this Lease to yield up the Land in such condition as is in accordance with the covenants hereinbefore

5.15 Statutory Notices

To give full particulars to the Council of any notice direction order or proposal for the Land made given or issued to the Town Council by any local public authority within seven days of receipt and if so required by the Council to produce it to the Council and without delay to take any reasonable and necessary steps to comply with the notice direction

order or proposal and at the request of the Council but at the cost of the Town Council to make or join with the Council in making such objection or representation against or in respect of any notice direction order or proposal as the Council shall deem expedient (acting reasonably)

5.16 The Council's Rights

To permit the Council at all times during the Term to exercise without interruption or interference any of the rights granted to it by virtue of the provisions of this Lease

5.17 Public Liability Insurance

5.17.1 To arrange appropriate Public Liability Insurance cover for not less than Five Million Pounds which is RPI linked to be reviewed every 5 years and to be approved by the Council at the date hereof or such other amount as shall be reasonably required by the Council in respect of public facilities and to keep the Council fully and effectively indemnified with the Council's interest noted on the policy against all costs claims demands proceedings and liabilities arising out of any breach by Town Council of any statutory or other conditions connected in any way with the Land

5.17.2 To produce to the Council if reasonably requested by the Council not more than annually the Policy of Insurance and receipt for the current premium in respect of the Public Liability Insurance referred to in sub- Clause 5.16.1 herein

5.18 Observance

At all times throughout the Term to observe and perform all of the terms and conditions of this Lease

6. The Council's Covenants

The Council covenants with Town Council to permit Town Council peaceably and quietly to hold and enjoy the Land (subject to the exceptions and reservations herein) during the Term without any interruption or disturbance from or by the Council or any person rightfully claiming under or in trust for the Council

7. Forfeiture

If and whenever during the term:

- 7.1 The Town Council materially breaches any covenant or other term of the Lease (and such breach is not remedied as soon as practicable after the notice has been given of a breach), or
- 7.2 The Town Council has any distress, sequestration or execution levied on its goods and the Council may at any time re-enter the Land or any part of it in the event if any previous right of re-entry has been waived and thereupon the Term is to cease absolutely but without prejudice to any rights or remedies that may have accrued to either party against the other in respect of any breach of covenant or other term of the Lease, including the breach in respect of which the re-entry is made.

8. Provisos

8.1 Re-entry

- 8.1.1 If and whenever during the Term there is a material breach by Town Council or the guarantors of any covenant or other Term of this Lease or any document supplemental to this Lease the Council may re-enter the Land (or any part of it in the name of the whole) at any time (and even if any previous right of re-entry has been waived) and then the Term will absolutely cease but without prejudice to any rights or remedies which may have accrued to the Council against Town Council in respect of any breach of covenant or other term of this Lease

- 8.1.2 The Council may not exercise any right to forfeit this Lease unless it gives twenty-eight days notice of its intention of doing so to the proprietor of any subsisting charge over the Land of whose identity and address for service it has been given notice by Town Council before the date on which the events giving rise to the right to forfeit occur. This provision is not to affect in any way:

- 8.1.2.1 the Council's right to re-enter in respect of the relevant event on or at any time after the expiry of the notice to the proprietor of the Charge without further notice to him

- 8.1.2.2 the exercise by the Council of any other right or remedy at any time and without notice to the proprietor of the Charge
- 8.1.2.3 any right of the proprietor of the Charge.

8.2 Break Option

Subject to clause 8.2.1 the Town Council and the Council may determine this Lease on the Determination Date by giving each other no less than three months' prior written notice ("Break Notice") whereupon this Lease and the Term shall determine absolutely but without prejudice to any antecedent breach

- 8.2.1 The Council or Town Council's Break Notice shall be of no effect if;
 - 8.2.1.1 the Break Notice does not comply with the requirements of this clause, or
 - 8.2.1.2 the Break Notice is served otherwise than in accordance with this clause
 - 8.2.1.3 on the Determination Date there is a subsisting breach at the time when the Break Notice is given by the Town Council of any of the Town Council's covenants of this Lease relating to the state of repair and condition of the Land
 - 8.2.1.4 it is not signed by or by a person on behalf of the Town Council or the Council and authorised by the Town Council or the Council
 - 8.2.1.5 the Break Notice shall be delivered or sent by the Town Council or the Council, as appropriate, so that it shall be deemed to have been served on the other respective party not less than three months before the Determination Date
 - 8.2.1.6 time shall be of the essence in respect of all time periods and limits in this clause only
 - 8.2.1.7 the Break Notice shall be in writing and for the purposes of this clause writing does not include facsimile transmission or e-mail
 - 8.2.1.8 the Break Notice shall not purport to terminate the Lease in relation to any part as opposed to the whole of the Land
 - 8.2.1.9 the Break Notice shall be served by delivering it by hand or sending it by recorded delivery to the respective party at the relevant address as stated in this Lease

8.2.2 Termination of this Lease pursuant to this clause shall be without prejudice to any right or remedy of the Council in respect of any antecedent breach of the Town Council's covenants of this Lease including any covenants expressed to be complied with before the end of the Term.

8.3 Exclusion of warranty as to use

Nothing in this Lease or in any consent granted by the Council under this Lease is to imply or warrant that the Land may lawfully be used under the Planning Acts for the use permitted by this Lease.

8.4 Arbitration

Subject to any detailed provisions otherwise herein contained any disputed matter under this Lease may be referred to arbitration under the Arbitration Act 1996 to a single arbitrator appointed by the parties to this Lease. If they do not agree the appointment then the President of the Royal Institution of Chartered Surveyors or the person for the time being authorised on his behalf may appoint the arbitrator at the request of either party.

8.5 English Law

This Lease shall be governed by and construed in accordance with English Law.

8.6 Exclusion of the Contracts (Rights of Third Parties) Act 1999

It is further agreed and declared that nothing herein contained or implied shall give or be construed as giving rights privileges powers or enforceability other than to the specific parties executing this document as defined herein and their successors (if any) and the provisions of the Contracts (Rights of Third Parties) Act 1999 and any benefits or rights which could arise there from are expressly excluded to the intent that no third party within the meaning of that Act shall have any rights of enforcement in respect of any matter herein contained.

9. Service of Notices

Any notice under this Lease shall be in writing and any notice to the Town Council shall be deemed to be sufficiently served if sent to it by Recorded Delivery post at its Registered Office and any notice to the

Council shall be deemed to be sufficiently served if addressed to the Chief Executive for the time being of the Council and sent by Recorded Delivery post or left at the Office of the Council

IN WITNESS whereof the Council and the Town Council have duly executed this Lease as a Deed the day and year first above written
Executed as a deed by CANVEY ISLAND TOWN COUNCIL
in the presence of:



Canvey Island Town Clerk

DATED

01 March

2010

CASTLE POINT BOROUGH COUNCIL

- and -

CANVEY ISLAND TOWN COUNCIL

MANAGEMENT AGREEMENT

For the management and maintenance of Canvey Lake Canvey Island in the
County of Essex

Head of Legal Services
Council Offices
Kiln Road
Thundersley
BENFLEET
SS7 1TF

THIS AGREEMENT is made the 1 day of March Two Thousand and Ten **BETWEEN CASTLE POINT BOROUGH COUNCIL** (1) of Council Offices, Kiln Road Thundersley Benfleet Essex SS7 1TF (hereinafter called "the Council") acting by the Solicitor to the Council and **CANVEY ISLAND TOWN COUNCIL** (2) of 11 High Street Canvey Island Essex SS8 7RB (hereinafter called "the Town Council") acting by the duly authorised officer.

1. Introduction

The Council and the Town Council have agreed that the Town Council will manage and maintain the Land in accordance with this agreement.

2. Definitions

"the Common Liaison Committee" is the Committee that will manage and maintain the Land.

"the Land" means land known as Canvey Lake and all surrounding landscaped areas on Canvey Island Essex and is more particularly delineated on the plan shown edged red detailed in Schedule 1 hereto.

"the Lease" means the Lease document enclosed as Schedule 2.

"the Permitted Licence" means the annual licence between the Council and the Canvey Island Coarse Anglers enclosed as Schedule 3.

3. Obligations of the Town Council

- 3.1 The Town Council must ensure that the Land is kept in a clean and tidy condition free from waste rubbish and refuse.
- 3.2 The Town Council will not deposit any waste rubbish or refuse on the Land or permit any fly tipping or the depositing of waste rubbish or refuse on the Land.
- 3.3 The Town Council must not keep or permit any vehicles, including motor cycles or other powered vehicles on the Land except for the purposes of carrying out maintenance of the Land.
- 3.4 The Town Council must ensure that only approved activities as agreed by the Common Liaison Committee take place on the Land subject to the Permitted Licence.

- 3.5 Throughout the term the Town Council must repair maintain and replace as necessary all fences situated on the Land including all boundary fencing (whether fencing or other demarcation) to the reasonable satisfaction of the Common Liaison Committee.
- 3.6 The Town Council must take all reasonable measures to conserve local wildlife having regard to the need to maintain the Land
- 3.7 The Town Council must not erect any pole or mast or install any cable or wire on the Land, in connection with telecommunications or otherwise without written consent of the Council.
- 3.8 The Town Council must not, without consent of the Common Liaison Committee (such consent not to be unreasonably withheld or delayed) fix to or exhibit or display anywhere on the Land any placard, sign, notice, facia board or advertisement and the wording of which must be sent to the Council to be approved by the Chief Executive and nothing in this sub clause shall preclude the Town Council from displaying any information board indicating it's responsibility for the Land or in order to prohibit certain activities on the Land in order to enable the Town Council to comply with this agreement or otherwise as required by any law or regulations in force from time to time.
- 3.9 The Town Council shall undertake any necessary improvements enhancements and modifications groundwork construction and excavation.
- 3.10 Any improvements which are carried out by the Town Council must have received the appropriate planning permission and / or other consent in writing from the Council before the commencement of any works.
- 3.11 Any property which results from improvements carried out by the Town Council on the Council's land shall become the property of the Council upon the final completion of the improvement project subject to the Council being fully satisfied with the design, workmanship and safety of the property and the Council having first provided written confirmation of its acceptance of the property to the Town Council, and, thereafter the Council will become liable for the continuing maintenance and upkeep of the property.

3.12 The Town Council shall maintain public liability insurance in accordance with clause 5.17 of the Lease.

4. Obligations of the Council

- 4.1 The Council will Lease the Land to the Town Council.
- 4.2 The Council will agree to make voluntary payments to the Town Council for any services which are rendered by the Town Council for the benefit of the community. Such payments are made entirely at the discretion of the Council and are dependant upon adequate finances being available to the Council to make such a payment.

5. Common Liaison Committee

- 5.1 The Council and Town Council will establish a Common Liaison Committee for the advancement of the agreement.
- 5.2 The Common Liaison Committee will consist of two members from the Council and two members from the Town Council and one independent person representing a nationally recognised environment organisation to be approved by the Leader of the Council in consultation with the Chief Executive and the Town Clerk for the time being employed by the Council and the Town Council.
- 5.3 On an annual basis the Town Council and the Council will advise each party of the members that will assemble the Common Liaison Committee for the ensuing year.
- 5.4 The Common Liaison Committee will meet in order to exchange information and ideas and confirm the future aims and priorities of managing the Land and to implement the Canvey Lake Feasibility Study as updated and amended in compliance with clause 5.8.
- 5.5 The Committee will meet;
 - 5.5.1 on proper notice at least twice a year; and
 - 5.5.3 at a location to be agreed by that Committee; and
 - 5.5.4 the meeting will only be quorate if at least one member from the Council and one member from the Town Council and the independent person are present.

- 5.5.5 the Committee Chairman will be the independent person and all members of the Committee will be entitled to vote at meetings.
- 5.5.6 the Clerk to the Committee shall be the Clerk for the Town Council who shall clerk all meetings and service the Committee.
- 5.6 The Common Liaison Committee will provide copies of the minutes of all meetings held within one month of that meeting to the Council and the Town Council.
- 5.7 The Common Liaison Committee will manage the Land without authorisation from the Town Council and the Council.
- 5.8 The Common Liaison Committee will manage and maintain the Land in accordance with the Canvey Lake Feasibility Study set out in Schedule 4 which the Committee will review yearly and update every three years and a copy of each updated version shall be sent to the Council for approval by the Chief Executive and the Town Council for approval by the Town Clerk.
- 5.9 The Common Liaison Committee will manage and maintain the Land with funds derived from the Town Council allocated specifically for Canvey Lake and delegated to the Common Liaison Committee and the Council in accordance with clause 4.2 and other external organisations and the Committee will manage the budget for the maintenance of the Land.

6. Permitted Licence

The Town Council shall enter into this agreement with full knowledge that the Land is subject to the Permitted Licence and take over the management and control of this Permitted Licence.

7. Effect and Termination

- 7.1 This agreement will come into effect on the date hereof and terminate at the same time as the Lease terminates.
- 7.2 If the Town Council breach any of the obligations in the Lease this agreement will terminate simultaneously when the Lease is forfeited as particularised in clause 7 of the Lease.

7.3 If the Common Liaison Committee default clause 5.4 or more particularly any obligations in this agreement the Council can terminate this agreement giving the Common Liaison Committee written Notice of its intention to do so and the Lease will terminate in accordance with clause 7.1 and clause 7 of the Lease.

8. Notices

8.1 Any Notice under this agreement shall be in writing and any Notice to the Town Council shall be deemed to be sufficiently serviced if sent to their address or left at the premises and any Notice to the Council shall be deemed to be sufficiently served if addressed to the Chief Executive for the time being of the Council and sent or left at the Offices of the Council.

9. Health and Safety

9.1 The Town Council shall comply with all such provisions of the Health and Safety at Work Act 1974 and any other relevant statutory provisions governing Health and Safety.

10. Council's Whistle Blowing Policy

10.1 The Town Council's attention is drawn to the Council's Whistle Blowing Policy which can be found on the Council's website which is intended to encourage and enable Council Staff as well as staff of contractors or organisations providing goods and services to the Council to raise serious concerns with the Council.

10.2 The Whistle Blowing Policy provides a mechanism should the Town Council have concerns that the Council:

- a) has acted unlawfully
- b) is or has provided a service falling below established standards
- c) committed an act of impropriety
- d) put the health and safety of people at risk

11. Equality

The Town Council shall promote equality and comply with the Council's equality policies.

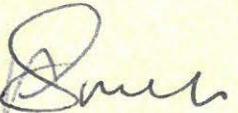
12. Arbitration/Alternative Dispute Resolution

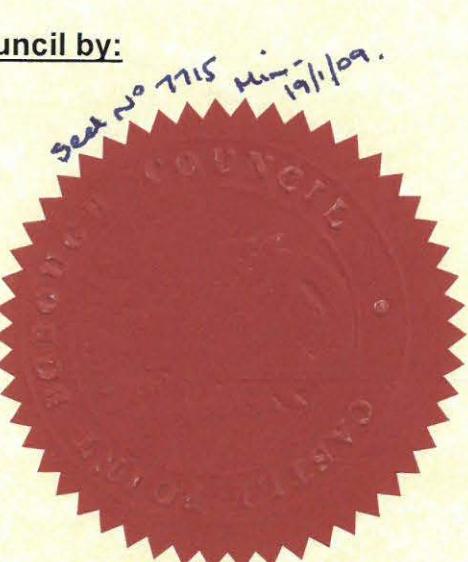
Any dispute between the Town Council and the Council which is incapable of resolution by negotiation shall be referred to a single arbitrator to be agreed by the Town Council and the Council or in default thereof to be nominated by the President for the time being of The Law Society.

Signed on behalf of Canvey Island Town Council by:

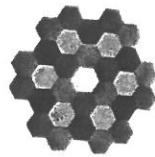
Canvey Island Town Clerk

Signed on behalf of Castle Point Council by:


Solicitor for the Council



THE FOURTH SCHEDULE REFERRED TO ABOVE
Restrictive Covenants as Registered at the Land Registry



Official copy of register of title

Title number EX23287

Edition date 21.01.2008

- This official copy shows the entries on the register of title on 30 Jun 2009 at 11:45:30.
- This date must be quoted as the "search from date" in any official search application based on this copy.
- The date at the beginning of an entry is the date on which the entry was made in the register.
- Issued on 30 Jun 2009.
- Under s.67 of the Land Registration Act 2002, this copy is admissible in evidence to the same extent as the original.
- For information about the register of title see Land Registry website www.landregistry.gov.uk or Land Registry Public Guide 1-A *guide to the information we keep and how you can obtain it*.
- This title is dealt with by Land Registry Peterborough Office.

A: Property Register

This register describes the land and estate comprised in the title.
ESSEX : CASTLE POINT

- 1 The Freehold land shown edged with red on the plan of the above Title filed at the Registry and being The Lake and land adjoining.
- 2 The land edged and numbered in green on the title plan has been removed from this title and registered under the title number or numbers shown in green on the said plan.

B: Proprietorship Register

This register specifies the class of title and identifies the owner. It contains any entries that affect the right of disposal.

Title absolute

- 1 (11.06.1987) PROPRIETOR: CASTLE POINT BOROUGH COUNCIL of Council Offices, Kiln Road, Thundersley, Benfleet, Essex. SS7 1TF and of DX39603, Hadleigh.

C: Charges Register

This register contains any charges and other matters that affect the land.

- 1 The land is subject to the right of the Canvey Island Commissioners to wall rates.
- 2 (31.03.1922) A Conveyance of the land in this title and other land dated 29 July 1908 made between (1) James Dunn (Vendor) and (2) Henry Thomas Wood (Purchaser) contains covenants details of which are set out in the schedule of restrictive covenants hereto.
- 3 (29.12.1939) Notice of a Wayleave Agreement dated 4 July 1930 under the hand of William Hart Gregson

C: Charges Register continued

NOTE: Copy filed under Z4461Z.

4 The parts of the land in the title affected thereby are subject to the rights granted in a Deed dated 8 April 1961 and made between (1) The Urban District Council of Canvey Island and (2) The Southend Waterworks Company relating to the laying of a water main and ancillary matters and to pumping rights and which deed contains also restrictive covenants by the party of the first part

NOTE: Copy filed.

Schedule of restrictive covenants

1 The following are details of the covenants contained in the Conveyance dated 29 July 1908 referred to in the Charges Register:-

"The Purchaser with the intent that the burden of these covenants shall run with the land hereby conveyed doth hereby covenant with the Vendor that the Purchaser and all persons claiming under through or in trust for him will at all times and until the same shall be apportioned pay to the Vendor his heirs and assigns a proportion of the wall rates quit rents land tax and tithe on demand the amount of such apportionment to be settled by the Vendor his heirs or assigns or his or their Surveyor whose decision shall be final conclusive and binding and until the same are apportioned the share so apportioned shall be deemed to be a rentcharge upon the premises and recoverable by distress as rent in arrear And also will hereafter observe and perform fulfil abide by and comply with the stipulations and restrictions contained or set out in the second schedule hereunder written and that nothing shall be erected fixed placed done committed or permitted on or upon the said land or any part thereof in breach or violation of or contrary to the fair meaning of the said stipulations or restrictions or any or either of them but this covenant shall not be personally binding upon the Purchaser except in respect of a breach or breaches thereof committed permitted or continued whilst seized of or entitled to the said lots pieces or parcels of land

THE SECOND SCHEDULE above referred to

1. The Purchaser shall erect upon each lot not more than one private dwellinghouse or bungalow but this restriction shall not apply to the part of the land now covered by water
2. No spirituous or other liquors shall be sold on any part of the estate on the said premises or land
3. No building shall be less than sixteen feet from the boundary line fronting the road of each lot
4. The Vendor shall be at liberty to waive all or any of these conditions
5. The Vendor reserves the exclusive right of water and ways on this estate except that the Purchaser has full right to the flow of water into the lake and the Vendor shall not interfere with the same
6. The Purchaser shall pay his proportion of land tax if any tithe sea wall rate and of the proportion of the expense of making and repairing the footpaths and roads in front of the said lot and shall also pay a fair proportion of the expense of making and repairing the sewers and drains available for the drainage of the said lot and in the event of any dispute as to any apportionment of same the same shall be settled by the Vendor
7. The house or bungalow or other buildings to be erected shall not be less value than Eighty pounds The value of a house is the amount of its first cost in materials and labour of construction only estimated at the lowest current prices This restriction does not apply to the part of the land now covered by water if reclaimed
8. The Purchaser shall not carry on or suffer to be carried on upon his lot or any part thereof any noisy noisome or offensive trade business or calling whatsoever nor shall any lot be used for advertising purposes nor otherwise to be a nuisance annoyance injury or danger to any of the houses

Title number EX23287

Schedule of restrictive covenants continued

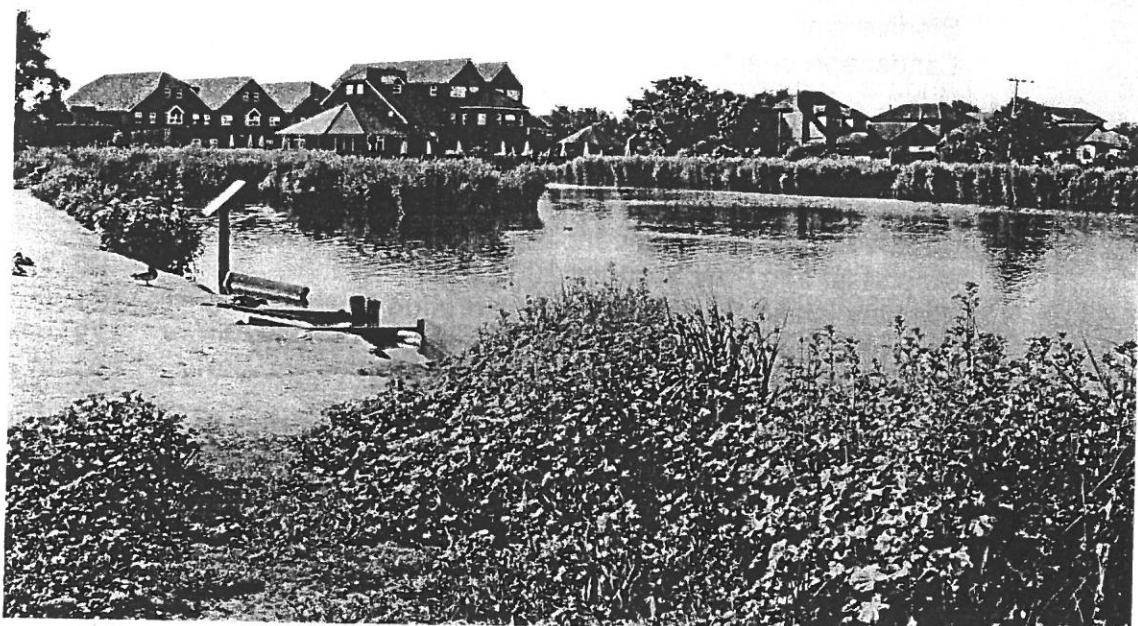
or lands adjoining or contiguous thereto or the owner or occupiers thereof

9. In erecting the said bungalow or dwellinghouse the Purchaser shall in all respects comply with the building regulations of the Authorities having control over buildings on Canvey Island"

End of register



Canvey
Island
Town
Council



Canvey Lake Feasibility Study

November 2008

Groundwork South Essex
'The Green Room'
Council Offices
Kiln Road
Thundersley
Benfleet
Essex SS7 1TF

Contents

Acknowledgements	2
Introduction	3
Part 1 Site information	
1.1 Site description	5
1.2 Site history	6
1.3 The lake	6
1.4 Fishing	9
1.5 Access and recreation	12
1.6 Anti-social behaviour	14
1.7 Biodiversity	15
1.8 Landscape quality and maintenance	17
Part 2 Background Policies	
2.1 Local Development Framework	20
2.2 Castle Point Borough Council PPG17 Open Space Appraisal and Play Strategy 2007-2017	20
2.3 Canvey Island Sustainable Regeneration Report 2006	21
2.4 Thames Gateway South Essex Greengrid Strategy	22
2.5 Local Area Agreement 2	22
Part 3 Evaluation of Results	
3.1 Lake management	23
3.2 Fishing	24
3.3 Access and recreation	25
3.4 Anti-social behaviour	29
3.5 Biodiversity	30
3.6 Landscape quality and maintenance	31
3.7 Summary	34
Part 4 The Vision	36
Recommendations	36
Part 5 Delivering the vision	38
References	43

Acknowledgements

Groundwork South Essex wishes to thank all of those who have supported the production of this feasibility study including the members of the Canvey Lake Steering Group and those who gave advice and information on all aspects of the site.

Steering Group members

Julie Abel – Clerk to Canvey Island Town Council
Cllr John Anderson – Castle Point Borough Council/Canvey Island Town Council
Cllr Dave Blackwell – Castle Point Borough Council/Canvey Island Town Council
Cllr Paul Burch – Castle Point Borough Council
Ian Burchill – Castle Point Borough Council
Paul Fisher – RSPB
Cllr Ray Howard – Castle Point Borough Council/Essex County Council
Jackie Humberstone – Groundwork South Essex
John Meehan – Groundwork South Essex (Chair)
Marc Outen – RSPB
John Rostron – Essex Wildlife Trust
Martin Wakelin – Essex County Council

Others providing detailed information and views about the site

PC Jess Fisher and Steve Holland – Neighbourhood Police Team
John Bannister – Chairman of the Canvey Island Coarse Anglers Club
Will Akast, Peter Downes, Nathalie Simon – Environment Agency
Steve Crowther, Steve Rogers, Louise Martin – Castle Point Borough Council Officers
Officers from the Centre for Environment, Fisheries and Aquacultural Science
Brian White – owner of the Oysterfleet Hotel

Introduction

Canvey Lake provides a valuable green corridor through the centre of Canvey Island with the lake itself being a focal point for people and wildlife. The site provides a safe pedestrian and cycle route linking the town centre to a large number of residential areas. There is however a range of factors detracting from the value of the site.

A steering group comprising councillors and officers from Castle Point Borough Council, Canvey Island Town Council and Essex County Council, and representatives from the Essex Wildlife Trust, RSPB and Groundwork was set up in 2007 to consider how best to enhance the site and to deal with the issues affecting it.

Groundwork South Essex was commissioned to produce a feasibility study to consider how best to address the issues and to make costed recommendations to achieve the necessary improvements. This work was funded by Canvey Island Town Council and Groundwork South Essex.

Part 1 of this report describes the current situation and sets out the results of the information gathered to date. Part 2 provides an outline of a number of key policy drivers that recognise the potential role of Canvey Lake. Part 3 evaluates the information in the first two parts and considers some of the conflicts that affect the site. Based on these findings a vision and aims have been developed, and these are set out in Part 4. The proposed projects that considered necessary to achieve this vision, both short and long term are set out in Part 5.

PART 1 Site information

1.1 Site description

Canvey Lake is situated within the centre of Canvey running from Link Road in the west to the Town Centre at the eastern end (see Figure 1). It is owned by Castle Point Borough Council and managed as public open space.

The whole Canvey Lake open space totals approximately 15ha with the lake being 4.4ha. Its origin as a fleet means that the site is long and thin being approximately 2000m long and no more than 90m wide and forms an arc shape. The lake is situated in the eastern half of the site with the western half being predominately amenity grass with a concrete culvert that is one of the inflows into the lake. There are small groups of trees through the western section but none are mature.

The lake contains some areas of open water, mainly at each end, with large reed beds and some islands now dominating most of it (see Figure 2). There is only approximately 15m between the banks of the lake and the adjoining residential boundaries.

There is a 3m wide shared use footpath and cycleway that runs the length of the site from Link Road to Knightswick Road. There are 4 paths running north-south through the site where there are bridges over the lake or culvert.

The site is bounded on both the north and south sites for its entire length by development, primarily housing.



Figure 2 Aerial image showing extent of reedbeds within the lake

Figure 1 Location Map

1.2 Site History

Canvey Lake is one of the few inland remnants of the Island's marshland past and there is some archaeological evidence of how the site was once connected to the sea.

The Chapman and Andre Map of 1777 shows very little detail across the whole of Canvey Island, depicting it as a solid area of marshland with only a handful of houses and St Catherine's Church marked. The fleet is not shown.

Until the Civil Parish of Canvey Island was established in 1880 the island was parcelled up between several parishes. The fleet ran through parts of North Benfleet and Bower Gifford. The Tithe Maps for these parishes, produced in 1840, show the fleet following the same line that it does today and is recorded as comprising water and reeds. The surrounding land was farmed, and the majority of it was recorded as being arable. The owner of the section of the fleet that is now the lake was William Hilton whose name is given to Hilton Dyke, the main lake outflow.

The First Series Ordnance Survey map published in 1876, although surveyed in 1867, shows the field patterns clearly and interestingly the section of the fleet west of what is now Denham Road is shown as very narrow even then.

The County Council's Sites and Monuments Record has no features recorded for the lake or rest of the park. Immediately to the south of the site to the west of Denham Road there are two features recorded. Record No 7174 identifies a Roman "Red Hill" that was discovered in 1966 during building operations. Red Hills are the remains of ancient salt making sites and are mounds of industrial waste that often include coarse pottery vessels, ash and soil reddened by the heat of fires used to evaporate seawater to produce salt. Beneath the mounds are the remains of hearths, working areas and salt-water settling tanks. In 1974 the demolition of the Oyster Fleet farmhouse revealed the extent of the underlying Red Hill which extended under the houses on both sides of Denham Road. The feature was largely levelled at that time as part of the building works.

Much more recent are the remains of the Second World War anti-aircraft battery (Record No 14734) that is now partly a Scheduled Monument situated on an amenity grass area between Cedar Road, Maple Way and West Crescent.

1.3 The Lake

1.3.1 Current condition

Historically the site was a fleet that linked directly to the Thames. The Tithe Maps show that the land to the east of the lake, known as Rainbow Marsh, had already been drained and was in arable production. However maps appear to

show a watercourse running from the lake to Smallgain Creek until the 1950s. At this time the Lake was first used as an important part of the flood management system for the island with most of the water now being pumped into the lake.

These changes in the inflows and outflows have contributed a number of problems that are compromising the lake's amenity and biodiversity value.

The water quality is currently very poor. This can be attributed to the combined affects of three issues.

1. The main inflow of water is urban run-off collected during wet weather and therefore is likely to contain hydrocarbons and possibly other pollutants such as heavy metals.
2. The large numbers of waterfowl onsite throughout the year introduce significant amounts of nutrients, (including phosphate which is often the limiting nutrient within a system), through their faeces.
3. The presence of large numbers of bottom feeding fish, primarily carp, result in the stirring up the sediment which increases turbidity. This reduction in light and physical disturbance prevents submerged vegetation establishing, which in turn reduces the opportunity for oxygenating the water.

The depth of silt means that the water is currently no more than 60cm deep. This means that the water will warm more quickly during the summer which results in the levels of available oxygen dropping. The lack of submerged vegetation also leads to increased levels of algae in the water. Algal blooms can also lead to the rapid drop in available oxygen. As a result the lake system is unable to achieve a healthy, stable state and is therefore prone to serious problems such as fish kills.

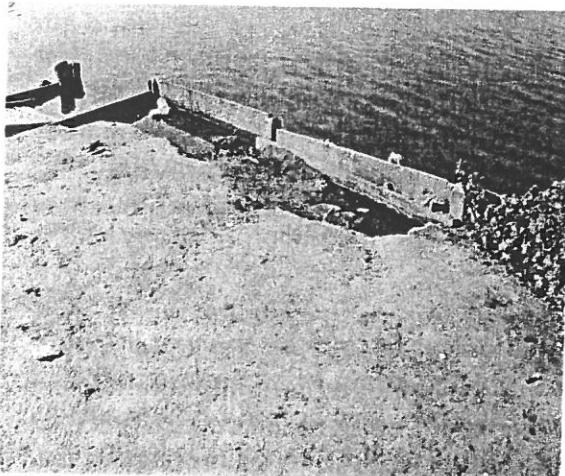
Even though carp are more tolerant of warmer water and lower oxygen levels than most species the conditions in Canvey Lake are becoming too extreme even for them. As a result the Environment Agency now considers that the lake is unsuitable for fish and therefore would not grant a licence for the restocking until it has been dredged.

1.3.2 Lake edges

The majority of the lake banks are relatively steep sided. In the past much of the length was reveted with concrete slabs. Significant sections of bank have been eroded as a result of a combination of waterfowl and visitor pressure. There are a number of sections where there are broken sections of revetment still present within the water.

The remainder of the banks are bounded by a mix of reeds, sedges and mallow. The grass bordering the lake has been maintained on a close mown amenity regime. This has contributed to their limited floristic interest, which was why they were removed from the Local Wildlife Site area in 2007.

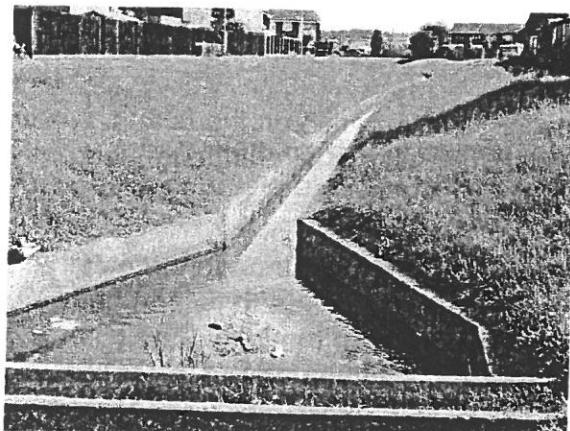
During the winter 2008 contractors for Anglian Water undertook pipe laying works which were not properly reinstated until June 2008. These areas have been reseeded with an amenity grass mix.



Serious bank erosion caused by a combination of waterfowl and visitor pressure associated with feeding



Poor quality water leading to algae combined with litter and fly-tipping detract from appearance of the lake



Hilton Dyke is the outflow for the lake

1.3.4 The role of the lake for flood management

Site meetings were held with Peter Downes from the Environment Agency to consider the role of the lake in terms of flood management.

There are 3 pumping stations pumping water from various parts of the island into the lake; these are situated at Rainbow Lane, and south of the Oysterfleet at the eastern end of the lake and north of Denham Road at the western end. The lake has no storage role, as the level rises so the flow increases through the outflow at Hilton Dyke. These pumping stations contain silt traps that help prevent excess material entering the lake; however there is no mechanism for preventing pollutants such as hydrocarbons entering.

Consideration was given to whether it would be possible to raise the water level within the lake to help alleviate some of the problems being experienced in the short term. However the position of the pump outflows and height of the weirs situated at the pumping stations means that it would be very difficult to try to raise the water levels in the lake as all of these would need to be reconstructed.

The concrete channels were installed in the 1950s in the base of V channels that were designed to take the flow to and from the lake as efficiently as possible. Options for either removing the concrete or changing the management of the channels for example by planting wildflowers were considered however it was felt that while it could be technically possible to remove these there would be a major increase in the maintenance required to ensure that they do not become blocked. There was also an issue with the lack of suitable equipment to maintain such areas due to the gradient the equipment has to operate at.

Currently the V channels are maintained by the Environment Agency to the top of the banks and are mown up to 4 times a year.

1.4 Fishing

1.4.1 The current situation

Canvey Lake provides the main opportunity for people to fish on the Island. Brickhouse Farm, off Haven Road, is the only other fishing lake although it is more expensive and is less easily accessible.

The Canvey Island Coarse Anglers Club was set up to help manage the fishery and to bailiff the activities on site. Membership entitles anglers to fish off any bank while non-members are limited to the western end of the lake. The club entered into a formal licence with the Borough Council although the latest licence expired in May 2008. Temporarily the club has been granted a one year licence while the future of the lake is being determined.

The current fees for fishing are set out in the licence. Season tickets are £30.00 per year for Club members (£15.00 concessions) and £45.00 for non-members (£25 for concessions). Members have the opportunity to fish along the north east section of the bank known as "the beach", while non-members are confined to the western end of the lake. The rates for day fishing are £3 per day for adults and £1.50 for concessions.

The income received for administration of the lake by Canvey Coarse Anglers was

2005/06

Season ticket	£217.02
Day tickets	£2708.94
Total	£2925.96

2006/07

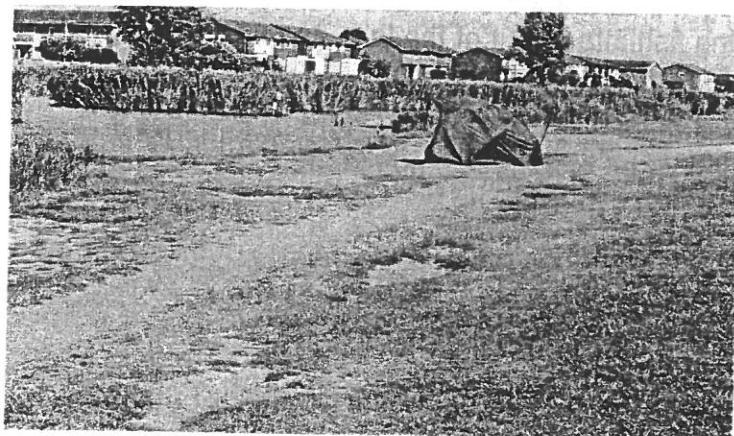
Season tickets	£217.02
Day tickets	£2157.88
Total	£2374.90

2007/08*

Season tickets	£38.30
Day tickets	£1692.76
Total	£1731.06

* Lake closed for fishing during summer due to Koi Herpes Virus outbreak

A site meeting was held with John Bannister the Club Chairman. Mr Bannister stressed the importance of the fishing for young people in particular who had little money or transport to reach other facilities. This view was backed up by the Neighbourhood Police as it was one of the few legitimate activities that they could direct young people towards.



The western end of
the lake is available
for non-members of
the angling club

Although there were no formal work parties Mr Bannister stated that the club did organise rubbish collection from in and around the lake on an ad hoc basis.

Issues included ensuring that rubbish collected is cleared by the council before people threw it back in (often work parties happen on Monday evenings with bags being put in with household rubbish to be removed. A request for a commercial bin has been discussed but no decision has been made about providing one).

Currently the main fishing is for carp with some tench being available. The Club would like to increase the number of tench that are in the lake; however they are very slow to mature.

There was discussion of the use of fishing platforms to reduce damage to the banks and to enhance the appearance of the lake. It was felt that in principle these would be welcome however there was concern that they would need to be sufficiently robust so as to avoid vandalism.

A copy of the current licence which expired on 31st May 2008 was received from Castle Point Borough Council. Work is progressing currently to agree a new licence. The Angling Club would ideally like there to be a 7 year term to warrant investment in the site, but appreciate that this is likely to be shorter. Clearly the issues set out below have a major impact on what is practical

1.4.2 Koi Herpes Virus outbreak

Koi Herpes Virus is a relatively new disease that was first discovered in ornamental carp in Israel in 1998. It is a notifiable disease which therefore has serious implications both in terms of the continued use of the lake for fishing and opportunities for dredging the lake.

In response to the outbreak of Koi Herpes Virus (KHV) in the summer of 2007 it was decided to impose a ban on fishing. The nature of the disease means that its impact on fish is primarily in the first season as it will kill all of the fish that are susceptible. The remaining fish however are likely to be naturally immune and so it is thought unlikely that they will contract the disease. There is a continuing issue however regarding moving fish into or out of the lake as this could lead to newly introduced fish being infected or for fish carrying the infection being introduced to other fisheries. As a result the Environment Agency imposes a requirement that there should be 3 years of negative monitoring for KHV before they will grant a licence to restock or move fish.

Clearly due to the existing ban on fish movement it would not be possible for the Angling Club to consider restocking the lake for at least 2 years.

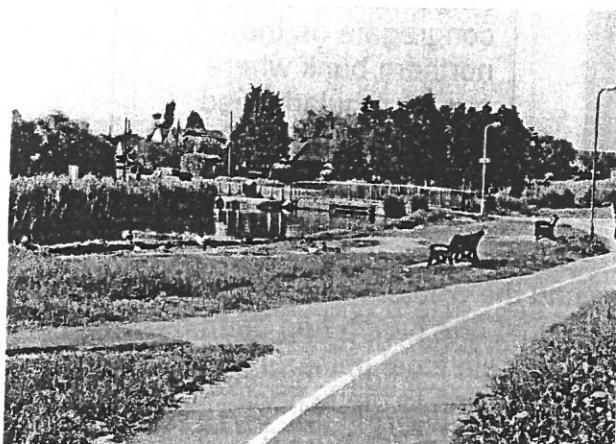
1.4.3 Water Quality issues

The Environment Agency Fisheries Officer had a general concern about the suitability of the lake for fish due to the water quality. She recommended that the silt be removed from the lake as the water is currently too shallow to be suitable as a fishery.

There is a major conflict however in that it is necessary to move the fish prior to digging out the silt. If the Lake is to be dug within the next three years then all of the fish that are removed will have to be kept in tanks or artificial pools on site or separated from the dredging operation while the works are carried out. Due to the need to achieve a balance between the impacts on fish welfare, inability to move fish off site and the need to undertake the dredging to benefit the long term welfare of the fish, it is likely that a phased approach to the dredging would be the most practical.

1.5 Access and recreation

The site currently contains an important joint cycle and pedestrian path running from east to west which not only allows people to enjoy the site for recreation but provides a safe, enjoyable route linking large numbers of residential areas with the town centre. This route is fully accessible for those with mobility scooters and wheelchairs.



Part of the joint use path which runs the length of the site. Denham Road bridge is too narrow to take the level of use

The cycleway provides the backbone of the cycle network through the centre of Canvey (see 2.2 & 2.3 below). There is potential to enhance the value of the route further by improving links so that it provides strategic access to Tewkes Creek and Canvey Heights and to Thorney Bay.

There are 4 key north-south routes; the main one being from Denham Road to Kingsdown Walk that bridges the lake. There are also smaller routes that link Cedar Road to Lincoln Road and Southwalters, and Cherry Close to Meadow View Walk. The bridge off Denham Road is approximately 1.5m wide and has bike barriers at each end. At the start and end of the school day this is a very busy route with children on bikes and parents with pushchairs having to get under the barriers. It would be difficult for a person in a wheelchair or mobility scooter to be able to use this bridge in its current configuration. If there is to be a cycle route to the south of the lake and running south towards Thorney Bay this

bridge will need to be replaced. All four of the bridges are utilitarian in appearance and detract from the appearance of the park.

In total there are 34 access points from the adjoining residential area that makes the site highly permeable although, as stated in 1.6 below, this can raise issues relating to crime and anti-social behaviour.

The recreational uses of the site comprise mainly dog walking, fishing and some informal activities such as feeding the ducks. Some use is made of the open areas of grass in the western half to play informal games of football and cricket with participants bringing their own goals and wickets.



Large numbers of birds congregate on the northern bank where people regularly feed them

There are few facilities on the site that encourage any other use. There are only 4 benches in the whole site; situated around the western end of the lake. (During a site visit on 1st August 2008 it was noted that one bench had been destroyed by fire). This end of the lake appears to be the main focal point for people to enjoy the lake as it is at the junction of key paths that link to the schools. There are sections of the northern bank such as by the access from Short Road where people regularly feed the ducks but there is nothing to encourage them to stay. The southern bank of the lake is much less used due to a combination of lack of path and much denser reed growth.

Currently there are no signs at any of the entrances welcoming people to the park. These would help to promote the site and would encourage more people to stay.

The western part of the lake is open to all anglers including non-members of Canvey Coarse Anglers Club. This heavy use, combined with the Anglian Water works on the northern bank and large numbers of waterfowl is resulting in large areas of bare mud and uneven ground. The reeds on the banks also restrict the views of the open water in some parts.

1.6 Anti-Social Behaviour

A meeting was held with PC Jess Fisher, the Neighbourhood Specialist Officer and Steve Hollands, the Police Community Support Officer covering Canvey Lake, to identify the criminal issues that they encountered on the site and to consider options for addressing these.

The key forms of criminal activity could be broadly categorised as Anti-Social Behaviour and included

- illegal motorcycle use, particularly at the western end of the site, which had resulted in the death of a swan and a number of ducks
- fly-tipping, again particularly at the western end of the site with people driving up through the garages off The Weald
- use of air-guns
- young people gathering particularly associated with two houses often drinking
- noise and nuisance caused by people coming back from pubs late at night
- graffiti, particular on fences off Cedar Road. Also in this area there was problems of children climbing into back gardens to retrieve balls etc and being abusive and causing damage.

These activities tended to be worse in the summer months with lighter evenings. There were also a lot of problems around Firework Night.

Robberies, particularly from young people occurred in darker parts of the site, particularly in the western half. Young anglers were sometimes the victims of the theft of their equipment.

In general the levels of litter were considered to be very high, with the limited amounts of clearance resulting in a poor appearance. While PC Fisher had been involved in getting young people involved in clearance projects in the past she was concerned about the number of rats on the site and the risk of disease and so would be reluctant to have similar events in the future.

1.6.1 Proposed Improvements to lessen anti-social behaviour

While ideally they would have liked to see the number of access points reduced as would be recommended by modern Secure by Design guidelines the Officers recognised that all of Canvey was covered by such walkways that make pursuing criminals very difficult. It was considered that it might be possible to remove some entry points for example by developing some of the disused garage areas, particularly the one off The Weald where there were regular problems. The number of access points does have positive benefits in that they provide a choice of exits in case of robberies and other potentially dangerous situations.

Street lighting through the whole site was seen as a priority to help reduce cases of robbery and also to reduce the ease of escape for those being pursued.

Overall they felt that there should be an aim to make the site more attractive to families, for example by providing more seating and possibly picnic benches. The lack of play equipment within the area was seen as an issue and it was thought appropriate to provide play equipment aimed at younger children in areas away from houses but with ready access to both sides of the site.

It was felt that a community engagement scheme could result in local residents being willing to report problems that occurred.

Tree and shrub planting, if positioned appropriately, could benefit the appearance of the site and help reduce problems such as graffiti and breaking into gardens. They were concerned that small trees and shrubs might be susceptible to people stealing them for their own gardens.

PC Fisher is also involved with "Break thru", an active youth group on the Island, which she felt would be very keen to be involved. They had helped fund raise and work on other sites. It might be possible for them to be involved in an HLF Young Roots application which can be for up to £25000.

1.7 Biodiversity

The site was designated as a Local Nature Reserve in 1998; however it appears that the site is no longer recognised.

1.7.1 Nature Conservation Survey results

A total of 3 borough-wide Nature Conservation Surveys have been undertaken since 1994 by EECOS, the Essex Wildlife Trust's consultancy service.

The site was not included in the survey published in 1994.

In 2002 the lake and the surrounding grassland east of Denham Road, totalling 7.6ha, was identified as a Local Wildlife Site (CP19 The Lake, Canvey Island).

The citation stated: -

"this site supports the largest pure stand of Common Reed (Phragmites australis) in the borough and is also the largest body of essentially freshwater in Castle Point. Whilst the site does suffer from urban pressures (water pollution, litter and trampling) it is large enough to buffer such pressures and provide refuge for birds such as Heron and Reed Warbler. Its invertebrate life has not been studied but could well be important for reed-dependant invertebrates."

It saw the site as having an important role to play in environmental education and drawing wildlife into an urban environment.

Following the survey in 2007 the grassland around the lake was excluded from the Local Wildlife Site area due to its limited ecological significance, reducing the size of the LWS to 4.4ha. The citation remains the same although it notes that the nationally rare Scarce Emerald Damselfly (*Lestes dryas*) is known to occur here. Also a large population of aquatic crustacea thrive in the slightly brackish waters, which feed a large number of fish, which in turn attract birds such as Heron and Cormorant.

The Condition Statement states that it is "inevitably, slowly declining due to natural processes of siltation and succession." Management issues that were highlighted included need for human control in terms of trampling, litter and other pollution. Dredging parts of the former tidal fleet was thought likely to be necessary in the long-term. It was suggested that small sections be dug on a cyclical basis, which would have the added benefit of creating greater diversity of aquatic habitats by providing areas of deeper water.

1.7.2 Essex Biodiversity Action Plan

The Essex Biodiversity Action Plan currently contains 10 Habitat Action Plans, of these 2 in particular are significant for Canvey Lake. The Urban Habitat Action Plan recognises the importance of sites such as Canvey Lake in providing access to biodiversity as people go about their normal activities as well as recognising that the range of habitats within the urban areas can provide important places for wildlife to live.



The central part of the lake is covered by areas of dense reed bed with only narrow channels of open water. This is the most important habitat on the site, supporting nesting birds and invertebrates

The Reedbed Habitat Action Plan identifies the importance of this habitat for a variety of birds and specialist invertebrates in particular. There is an overall target that seeks to increase the amount of reedbed that is available. The Habitat Survey refers to the fact that the lake supports the largest pure stand of reedbed in the borough. It is important therefore that any decisions regarding dredging, fishing and amenity take this into account.

1.7.3 The current ecological significance

All of the grassed areas are species poor, containing mainly ryegrass with some common species such as white clover, black medick, dandelion, plantains, wall barley and some cut leaved geranium.

The lake has no visible submerged vegetation primarily as a result of the carp. The reeds provide the best habitat being where most of the birds breed; however the lack of maintenance is resulting in their value declining. Where parts of the lake are drier, for example where silt has built up or where islands have been created trees are establishing.

The lake banks are relatively steep sided (most have been revetted in the past which would limit their value for some animals such as amphibians. There is serious erosion of the banks which is both dangerous and leading to the loss of habitat. Trampling by wildfowl and people has led to significant areas of bare ground.

There are some islands that were formed previously when the lake was dredged. There is some access to a section off the southern bank where branches and other material has been placed. Although surrounded by reeds the central part forms unmanaged grassland with primarily short grasses and small patches of lesser sea-spurry. There were a number of ant nests and there were large numbers of grasshoppers present.



One of the islands created when the lake was partially dredged in the past. These appear to have some invertebrate and botanical interest. This section of the lake is very shallow which encourages people to put in rubbish to form "bridges"

1.8 Landscape quality and maintenance

The site, being part of the historic marshland, is very low lying and would originally have had a very open character. The residential development surrounding Canvey Lake has cut off most of the open views. There are longer views from the western half of the site over towards Hadleigh and towards North Benfleet from Hilton Dyke weir. There are a few longer views through the site that retain the more open character. The density of the reed growth on the lake

however makes this part of the site feel very enclosed, particularly from the southern bank.



One of the few views out of the park; this is towards Hadleigh

Other than the lake the site comprises primarily large areas of close-mown amenity grass. There are few positive features in these areas and the open character does not screen some that detract from the appearance, for example the areas of concrete hardstanding that no longer serve a purpose but which have not been removed. Similarly the lack of tree and shrub planting means that the residential boundaries are not screened. While some are well-maintained there are large sections of poor quality fencing in a variety of colours.



Most of the western half of the site comprises close mown grass. There are some trees close to the boundaries that help to screen the adjoining houses, but many are in a poor condition. The level site and good path makes the site very accessible.

There are groups of trees that are probably 15-20 years old in the western end of the site. Most of the trees have suffered some form of damage in the past both from vandals and strimmers and therefore few are developing into good quality specimens. In addition the choice of several of the species is not appropriate.



Many of the trees on the site have suffered damage in the past and need maintenance or replacing

The car park off Denham Road is bounded by a row of Leyland Cypress that is generally in a poor condition and makes the area feel enclosed whilst actually providing little screening of vehicles. The entrance and car park is made up of road planings which has a series of deep potholes. While such a surface can reduce vehicle speeds these are very deep. The perimeter of the parking area is quite overgrown with a poorly maintained post and rail fence on the lake edge. There is concern over vehicle safety although according to the police there have been few break-ins from this location. Overall this is a very uninviting entrance with no signage advising that this is the car park and entrance to the park.

The site is currently maintained for Castle Point Borough Council by Pinnacle as part of the seven year grounds maintenance contract that runs until 31st May 2013. Any changes in management would require variations of this contract.

Part 2 Background Policies

2.1 Local Development Framework

The Castle Point LDF Core Strategy Preferred Options Report 2007-2021 identifies the potential role that Canvey Lake has in helping to deliver the vision for the borough. Canvey Lake is one of the sites named as needing to be developed to meet its full potential as green space and as being part of the habitat mosaic of the borough.

The importance of having a comprehensive network of cycle routes and footpaths for enabling people to access local jobs and commuter hubs with greater ease is recognised. Clearly Canvey Lake provides an important east-west route already with opportunities to improve north-south links.

"Core Policy 2 – Protecting and Enhancing the Green Infrastructure
In order to protect and enhance the network of green infrastructure in Castle Point the Council will
3 work in partnership to deliver strategic Green Infrastructure opportunities arising through the Thames Gateway South Essex Green Grid Strategy including ... Canvey Lake ..."

2.2 Castle Point Borough Council PPG17 Open Space Appraisal and Play Strategy 2007 - 2017

A PPG 17 audit was carried out of all the open space and sports facilities in 2005.

General points of relevance

Paragraph 5.11 found that "in general most sites lack a sense of identity ... Most public open spaces do not harness site specific heritage or cultural references".

Paragraph 5.17 recorded that The Lake was one of two sites rated as having very good provision for cyclists, allowing cyclists a safe and interesting alternative to cycling along roads.

The review of existing maintenance raised a number of issues that are important for this site. Paragraph 5.22 stated that 24% of sites had an "average" level of maintenance. "In most cases this means that the grass is kept mown but no particular measures are being taken to maintain the site creatively for biodiversity or visual diversity, there is a small amount of litter and long term management or replacement of facilities is necessary for the improvement of the site". There are examples of some variety being adopted for example Paragraph 5.20 noted that

Swan Green Recreation Ground had a long grass buffer zone that provided variety in habitats and visual amenity.

Canvey Lake and Southwick Dyke were defined as Green Corridors in the study. Green Corridors were seen as

"providing important transportation corridors for both people and wildlife. Good green corridors link into the existing path and cycle networks and act as a leisure facility for local residents. Green corridors are particularly important in urban areas where wildlife habitats have become cut off from each other and where pedestrian priority zones are often scarce".

The site is specifically discussed in paragraph 6.3.9.

"although making up the same green corridor their use and character differ due to the number of features that the sites contain and the level of surveillance that the two sites receive. The consequences of these factors combined make The Lake a more popular and therefore a safer site to visit and encourages Southwick Dyke to be more frequently used for anti-social behaviour such as motorbike racing".

The study did not recommend quantity standards but did recommend that it was important to promote linkages to the wider greenway network where possible. It did however provide a Quality Vision in paragraph 6.3.18

"The potential for accessible green corridors to be used for cycling and walking should be maximised with good links to surrounding footpath networks. The landscape should be managed to promote biodiversity and should provide a good, clean and accessible environment which will encourage frequent use. Signage to and from all routes should be improved and seating should be provided for rest where appropriate."

The Play Strategy is primarily focused on enhancing the condition of existing play provision within the borough. It does not consider sites such as Canvey Lake as they currently do not have a play area.

2.3 Canvey Island Sustainable Regeneration Report 2006

This study makes a number of references to Canvey Lake. It is seen as being "a valuable green space within the urban grain of Canvey Island." Improvements that are identified include

- better relationship of dwellings next to the park
- improved natural surveillance providing a more secure, useable space
- greater natural water features for wildlife habitat
- a new attractor: a restaurant, café, spa or inflatable tennis domes

It recognises the strategic importance of the site for cycling; Figure 2 shows how it provides the backbone of the cycle network for the Island. It is felt that there

are opportunities to extend this by providing some additional links including along the south of the lake, beside Hilton Dyke to connect to Tewkes Creek and a new bridge over the lake from Denham Road that is not only DDA compliant but will allow easier access for cyclists.

2.4 Thames Gateway South Essex Greengrid Strategy

This strategy primarily takes a broad brush overview of the whole sub-region. It does however illustrate the value that the site has as a green corridor that can provide links out to towards the seawall for example by linking to the proposed Canvey Loop (Greenway 14).

2.5 Local Area Agreement 2

In the latest Local Area Agreement there is a target relating to achieving appropriate management for Local Wildlife Sites (NI197). The works that are proposed for the Lake will clearly help to meet this target.

Part 3 Evaluation of the Results

3.1 Lake management

In considering the future of the lake it is necessary to remember that it is not a natural system with most of its water pumped into it from the three pump-stations from lower lying urban areas. Much of this water is from road run-off and storm events and therefore is very poor quality and might contain high levels of heavy metals and hydrocarbons in particular.

The following issues need to be balanced when considering how best to proceed:-

- the visual appeal of open water compared to the ecological importance of the reed beds
- the suitability of the lake for fishing in the long term and the constraints placed on fish management due to the water quality and KHV
- options for dealing with the silt arising from any dredging and the impact on local residents

Three broad options were considered by the Steering Group as to how to manage the lake in the long term taking these issues into account. These can be summarised as

1. No action
2. Partial dredging
3. Complete dredging

The strengths and weaknesses of each of these options are set out below in Table 1

Option	Strengths	Weaknesses
No Action (except maintaining channels between pumping stations and outflow)	Cheapest option No disturbance for local residents from dredging operation Reedbed (BAP Habitat) will continue to spread over whole lake as water depths decrease. This could provide a wider range of habitats including carr and wet woodland if managed appropriately.	Remaining fish cannot be moved due to KHV and will become increasingly susceptible to oxygen levels dropping in summer months – could result in large numbers of dead fish Eventual loss of a key amenity feature on the island as the reedbeds spread If no management at all existing reedbeds will continue to dry and trees establish
Partial Dredging	Depending on scale of the operation, some if not all of material could be kept on site subject to analysis of contamination levels, building out the banks and creating islands. Work can include management of reedbed area to maintain areas of open water It would allow fish to be retained on	Some disturbance for residents from machinery, and lorry movements if silt taken off site, and smells etc if kept on site Already number of islands in reedbed area restricting quantity that can be kept on site. There might be a case of the work resulting in effect in the creation of a series of lakes linked by

	site while work is being carried out, overcoming the issue of KHV restrictions Could allow the site to eventually be used fishing in future	channels and reed beds
Complete dredging	Would create a major landscape feature Would benefit the fishery in the long term	Very large numbers of vehicle movements required to remove silt from site. Expensive due to transport costs Loss of BAP habitat KHV constrains moving fish in next 3 years

It was agreed by the Steering Group that Option 2 would be most appropriate as it would retain a mix of open water and reedbed.

When considering the various constraints on the lake it is felt that the most appropriate option at this stage would be to dredge both ends of the lake (see the proposals plans). This would

- enhance the appearance of the parts of the site most people see
- create a more manageable amount of silt that can be kept in the lake area by reprofiling the banks and creating islands
- have the least impact on the reed beds
- would not require all of the lake to be completely drained therefore fish can be kept on site

The proposed reed management (3.5.1 below) would enable result in views of more open water when areas have been cut in the central part of the site.

In the future it might be necessary to carry out smaller scale dredging of the central parts of the lake in order to deep areas of open water there.

3.2 Fishing

It is not possible to consider the long term future of fishing on the lake until the lake management has been finalised due to the restrictions placed on the site by the Environment Agency: -

- it is not possible to restock the lake with fish of any species until CEFAS has 3 consecutive years of negative results for KHV
- the Environment Agency would still not grant a licence to restore due to the poor water quality.

It is felt that in the short term fishing could continue although there needs to be monitoring of the condition of the fish. The temporary licence allows for this.

There are still concerns as to the role of the angling club as they are felt not to be organising the necessary litter picking or bailiffing and this matter is probably best resolved by including firmer clauses in the licence.

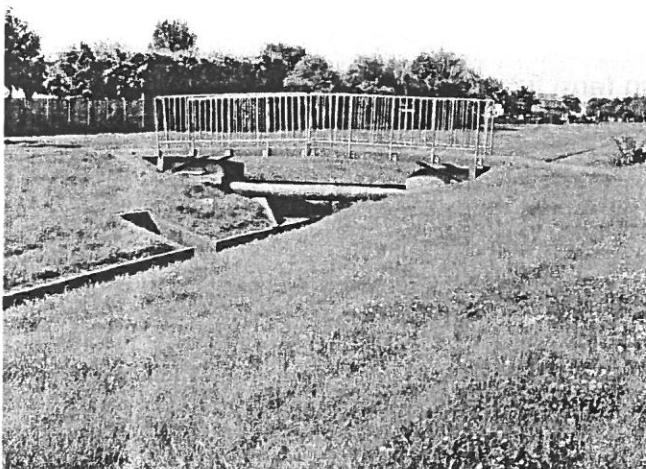
Consideration should be given to providing defined fishing bays once the dredging and bank improvements have been completed to reduce future damage and to regulate the use better.

If it is decided that angling cannot continue on the lake it is recommended that the councils consider opportunities for developing another site preferably with easy access so that young people are safe to visit.

3.3 Access and Recreation

The site provides an important safe, traffic-free surfaced joint use path that links between the town centre and large numbers of houses. However at present there are not good links to the surrounding recreational site or the seawall paths.

- The surfaced path along the southern boundary of the lake is only about 1m wide for much of the length and is of poor quality. It is proposed that this should be increased to 2m wide. It could either be a tarmac route or material such as bound gravel
- It is recommended that a route running beside Hilton Dyke is created as it provides an important link to Tewkes Creek.
- Denham Road bridge should be replaced with a slightly wider structure that is able to accommodate the amount of traffic already using it and which would also allow cyclists easier access to the new path around the lake and also to continue south towards Thorney Bay. The other footbridges should be replaced with wider bridges in a similar style



One of 3 footbridges over the dyke that should be replaced by wider structures in a common style

Currently it is not possible to walk around the lake; the only way to do a circuit of the lake is to leave the site and use Knightswick Road. It is proposed therefore

that a boardwalk and path be created around the eastern edge of the lake. This would require agreement from the Environment Agency. Following discussions with the owner of the Oysterfleet Hotel he has confirmed that he would be happy for this and has suggested that it is built out from his existing decked area.

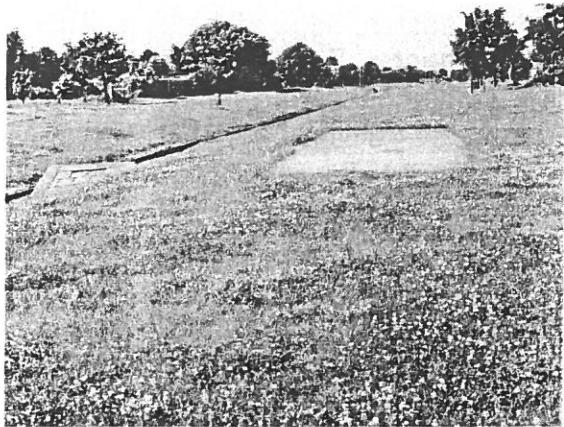


Part of the southern side of the lake where it is proposed to provide a cycle path to improve access around the site

Other than the path, there are few other provisions for people to enjoy within the site. It is felt that additional seating and picnic benches should be sited through the site as this would encourage people to stay longer. These would need to be made of steel to help withstand vandalism.

There are no specific facilities for young people to use within the site and there is no play equipment in the surrounding open spaces. It is proposed therefore that there should be play equipment provided. There are options as to what is provided and where. It has been agreed by the Steering Group that the play area west of Denham Road would be a valuable asset and that more should be spent on play provision. This could involve the amount of equipment being increased in the agreed area, or another play area being provided at the western end of the site near the Meadow Rise Walk footbridge. Local councillors have also suggested that provision be made for older children near Meadow Rise Walk as groups play football outside the houses causing some disturbance. If this were to be agreed it is proposed to provide a Multi-Use Games Area (MUGA) as this would be clearly defined and is fenced, preventing balls from coming out across the path. In order to fit one into the area available it would be necessary to realign a section of the existing cycleway.

Better signage would encourage more people to use the facility and the key points are from the town centre and Denham Road. It is considered that as a minimum there should be threshold signs off Link Road, Knightswick Road and Denham Road. These could take the form of traditional signs or bespoke designed features. Additional pedestrian signage should be installed leading from the town centre. A sign should be installed at the Denham Road turning off Long Road that indicates that there is a car park.



Site of the proposed new children's play area.
Benches will be installed on the old concrete base

The existing viewing platform is still in generally good condition however it needs the top rail replacing and the access improved as currently there is a step of over 30cm onto it. This will require an earth ramp to allow disabled access.

3.4 Anti-social behaviour

The most effective long-term method to reduce anti-social behaviour is to encourage the local community to be interested in helping to look after the site.

The local Neighbourhood Police Team has suggested a community scheme be developed that encourages people to become actively involved in the site and therefore more willing to report incidents. A partnership between the borough council, town council, police and Groundwork South Essex and ideally a youth group such as "Break Thru" should be set up to help establish and support a local community group. Initially residents should be encouraged to report incidents that they see and to take part in volunteer projects to help look after the site. Some might be willing to be more actively involved perhaps as volunteer wardens. Groundwork would be able to provide practical support and training as required.

A good project would be to remove the conifers from around the Denham Road car park as some people are reluctant to use it due to the fear of car crime.

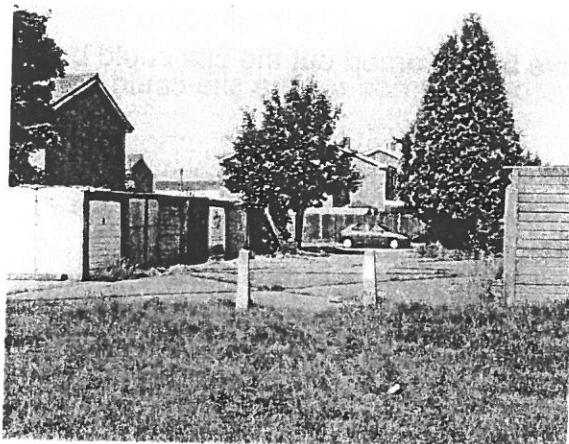
There are streetlights in parts of the site however the section between Lincoln Road and the Denham Road bridge is unlit. This is leading to robberies from people using the path after dark and also helping criminals to escape when being chased. It is recommended that this section of path has new streetlights installed. This cycleway is not part of the adopted highway and therefore the county council would not be responsible for installation or maintenance.

There are a number of garage blocks in particular that are in a very poor condition and are largely unused, particularly on the northern side of the site. As well as detracting from the appearance of the area, some provide access points for vehicles which can result in misuse. It is proposed that the borough council considers the opportunities for redeveloping these areas as additional housing, closing off the access from these areas. A requirement could be placed on the developers to provide some S106 funding to be paid towards the long term maintenance of the site.

It has been proposed by some of the local councillors that CCTV cameras should be installed to help deter misuse of the site and to increase the public confidence in using the site. If it were possible for the cameras to be monitored it is considered that some could be installed through the site.

The number of access points into the site and the overall open nature of the site mean that it is difficult to control problems such as motorcyclists using the paths. Consideration should be given to providing barriers in areas where there are the most serious threats of disturbance. This could also include gating the southern cycleway, closing it after dark, although this might be difficult to achieve due to the number of entry points.

Figure 2 - Plan from the Canvey Island Sustainable Regeneration Report showing how the Canvey Lake cycleway links into the strategic network around the island



Consideration should be given to redeveloping some of the garage blocks to reduce anti-social behaviour

3.5 Biodiversity

The main biodiversity interest for the site is currently the reed-beds, the largest in the borough. Clearly decisions on how to proceed with the lake management need to reflect their value by retaining significant areas. The option set out in 3.1 is felt to be the best compromise between providing areas of open water and retaining significant areas of reed bed. Section 3.5.1 provides recommendations for the management of the reed beds.

The current depth of water combined with the relatively high fish numbers, particularly of carp, means that there is little submerged vegetation in the lake. This severely limits the fauna, particularly invertebrates and amphibians that can live in the lake.

The rest of the green space currently has minimal ecological value due to the intensity of the mowing regime of the species-poor amenity grass and inappropriate tree planting. There are opportunities to take some areas out of the existing mowing regime and to either plant up with wildflower plugs or to sow with wildflower seed if larger areas are to be covered. These would create visual interest as well as providing nectar sources for invertebrates. The plugs are suitable for planting with school groups or volunteers and the areas could be maintained by a community group (see 3.3 above).

There should be a presumption to use only native species within the tree and shrub planting scheme, or ornamental varieties that have wildlife value for example either as a nectar or food source where appropriate.

Some interpretation panels have been installed in the past, primarily focusing on the birds. Unfortunately all of these have been vandalised to some extent. It is necessary to remove the existing signs and to replace them with more robust alternatives that have better vandal-resistance. A leaflet explaining the history

and value of the site should be produced which can help promote the site and the facilities that it offers.

It is likely that once management works have been carried out the site could be used for environmental education.

3.5.1 Reedbed Management

The reedbeds are clearly a well established feature on the Lake and the Tithe Map refers to the fleet comprising open water and reeds. It is important to determine what is the most appropriate balance of reeds to open water and how the reeds should be maintained in the future. In a lake such as this succession means that eventually woodland will form as the reedbeds continue to dry out as silt continues to accumulate. There are already a few trees beginning to establish on the southern side of the lake where there has been less disturbance.

Ideally reeds should be cut to promote better quality regrowth and to reduce the establishment of those species. No cutting occurs at present. Research shows that more birds nest in reeds that are at least 2 seasons old as they are denser and provide more cover.

It is recommended that the councils investigate using the Environment Agency's reed cutting boat to cut a proportion of the reeds each year on a rotation. This rotation should be on a rotation of between 4-5 years, as this will achieve a balance between providing reeds for birds to roost in, visual impact and practicality. The cut material will need to be collected and removed.

Due to the scale of the dredging operation it is likely that most of the material that is removed will have to be retained within the existing lake. It is necessary when considering the extent of the works that consideration is given to the extent of the reeds that will be lost either when the silt is dug and in the areas in which it is placed.

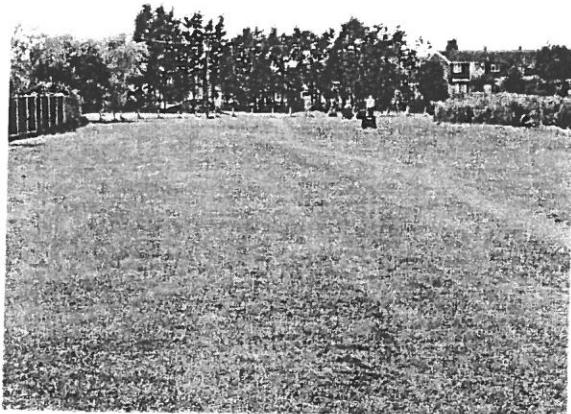
3.6 Landscape quality and maintenance

At present the entry points into the open space are unwelcoming and of poor quality. The lack of signage (see 3.2), the car park and the trees close to Link Road are particular issues.

The car park area requires the conifers and encroaching weeds to be removed to make it more open and appear less neglected. A better fence along the lakeside which is in keeping with the bridge parapets would help to link these areas. If it were decided that the car park needed screening a native hedge mix could be planted.

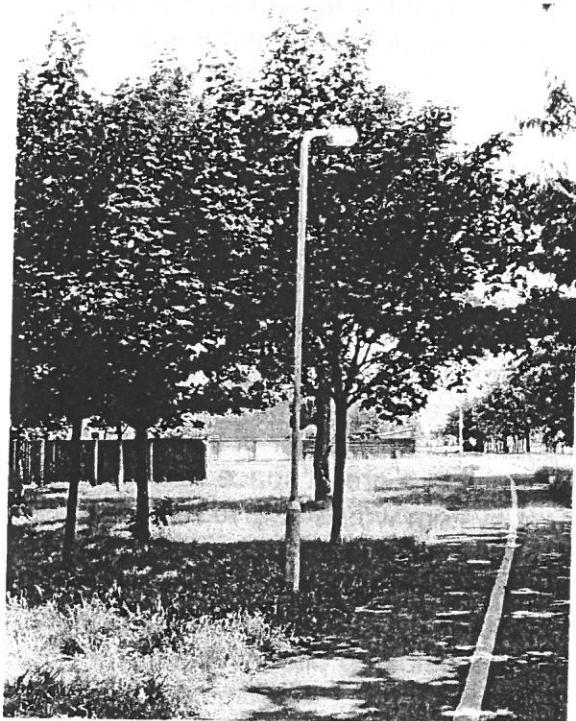
Repairing the surface of the access and car park would again reduce the air of neglect. Due to the use that this section of access route receives the steering

group felt that consideration should be given to reconstructing the road and car park to highway standards to allow for them to be adopted as highway. Clearly the higher initial costs could be offset against a lower ongoing maintenance costs.



View towards Denham Road car park. It is proposed to remove the conifers and plant native shrubs, and to plant groups of trees to the rear of the houses to enhance the appearance of this key area

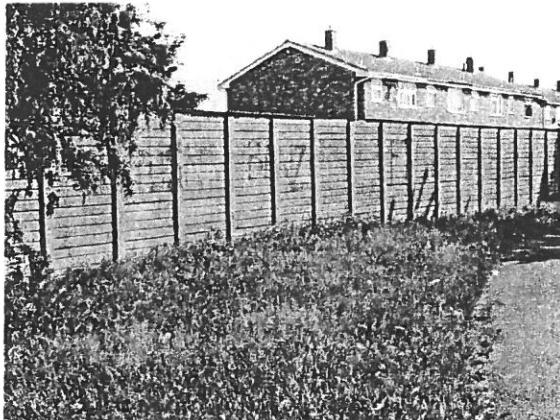
Some of the existing trees, particularly those close to Link Road, have been planted too close to the cyclepath. This creates a very enclosed feel and so it is recommended that trees within 2m of the path be removed. Also branches that are starting to obstruct the streetlights should be cut back.



Some trees are too close to the path and are obstructing the street lights

Many of the existing trees on site require some maintenance work including the removal of poor specimens and thinning of some groups. One of the causes of past damage was from strimmers damaging the truck when being used to cut the

grass around the trees. One way to avoid this in future planting and to enhance the appearance of the existing groups is to plant with a denser mix of trees and shrubs and to mulch around the trees to suppress the grass. Strimmer guards may also be appropriate.



The backs of garages and other poor quality boundaries should be priorities for tree and hedge planting

There is scope for planting trees and shrubs close to or along the residential boundaries. This would enhance the appearance of the area, reduce the scope for graffiti and reduce the opportunity for breaking into people's gardens. The locations for the initial tree and hedge planting which are considered unlikely to pose an issue for neighbouring properties are shown on the attached proposals plan. Other areas could benefit from further; however it is recommended that these be considered in consultation with residents. It is felt that this would help the trees to be maintained.

Clearly there are no opportunities for creating new views out from the site; it is important therefore to try to maintain those that exist. Care should be taken to avoid tree planting in such areas.

The large areas of bare ground around the lake detract significantly, particularly around the western end of the lake where there are benches and people often congregate. There are limited options for addressing this problem. The area north east of Denham Road bridge could be surfaced and formed into a seating area or a hard path put in to run around the lake bank. Neither of these is thought to be in keeping with the aim of maintaining a green space and so it is thought that the use of a grass reinforcement system would help to reduce the erosion and maintain an even surface suitable for disabled access.

Planting wildflower plugs or seed would provide an opportunity to enhance visual interest and benefit wildlife. It is unlikely to be possible to plant within the channels maintained by the Environment Agency due to the equipment used for cutting and to avoid flood risk; however there are plenty of other areas which could be planted by the new community group, youth groups or local schools. These areas would need to be removed from the maintenance contract and marked to avoid them being cut at the wrong time of year. Enquiries should be

made of Pinnacle, the local authority's landscape maintenance contractors, to see if they are able to cut and remove the cuttings in the autumn or whether this is best done by volunteers.

At present the Borough Council's grounds maintenance contract still has nearly 5 years to run and it is likely for the time being that they would be able to deal with the basic maintenance although there might need to be variations to deal with areas that have been removed if planted with trees or wildflowers. It is recommended that a site management plan is produced that sets out the routine maintenance that is required following the proposed changes on site and timetables in the specific projects such as the reed management.

3.7 Summary

Canvey Lake has been identified in a number of policy and strategy documents as a key green corridor through the centre of Canvey. However there is scope to greatly enhance the appearance and recreational value of the site although it is likely that these improvements would need to be phased.

The largest piece of work is the management of the lake. It is agreed that the long term aim is to retain the lake rather than allowing it to silt up and therefore it needs to be dredged. There are a number of factors impacting on how this is carried out: -

- The presence of Koi Herpes Virus means that fish cannot be taken off site until there has been 3 years of negative results.
- The reedbeds form an important habitat both for the site and on a borough wide level and therefore significant areas should be retained
- The location means that it is not possible to store dug material around the lake or to take it away by vehicle

~~As a result of these factors as well as the overall cost of the works it is considered most appropriate for two areas of the lake to be dredged leaving the central areas as reed beds.~~

It is felt that fishing could continue in the short term, though due to the water quality and Koi Herpes Virus it is not possible to restock until the lake has been dredged. There remain issues regarding the club's bailiffing and site management. The fish need to be monitored to ensure that they do not suffer unduly in the poor conditions.

~~The site lacks a clear focal point and reason for people to stay. It is proposed therefore to enhance the lake banks, provide more seating and children's play. An improved path around the southern side of the lake and a possible boardwalk around the eastern edge would allow people to walk around the whole lake.~~

Additional signage and enhanced entrances would encourage more people to use the site.

There is great potential to increase community participation in the site. It is recommended that a Friends Group be set up with support from Groundwork South Essex that could help with some management works and report problems as they arise. Similarly support can be given to the local schools to enable them to use the site once improvement works have begun.

It is proposed that a site management plan should be prepared that sets out long-term maintenance and management requirements for all aspects of the site.

3.7.1 Factors that it has not been possible to establish as part of the feasibility study

It has not been possible to determine the rate of silting. The Environment Agency does not measure the rate and within the timescale of this study it is not possible to achieve. However through discussions it has been established that the pumping stations contain silt traps that limit the amount of material entering through these points.

It was requested by some members of the steering group that consideration be given to raising the water level in the lake by increasing the height of the outflow. This would have an impact on the working of the three pumping stations and the equipment within them would need to be raised to compensate for any change in level as the tolerances were so small. Due to the specialist nature of this the steering group asked if the Environment Agency could establish the cost of achieving this, but this was not available by the conclusion of this study. Consideration has already been given to replacing Denham Road bridge; however this would certainly need to occur prior to any raising of the water level, as the lower side of the current bridge would be below the lake level.

Not all of the existing cycleway has been adopted and there are proposals to create additional sections as well as upgrading the Denham Road car park access road. It will be necessary consider whether these should be adopted in future; although this will increase the initial costs it would help with future maintenance.

Part 4

The vision

When preparing the project brief for the feasibility study the Steering Group agreed that the initial vision for the site was: -

“Canvey Lake will become the best known and important urban greenspace on Canvey Island, providing an appropriately maintained lake and park that is safe, rich in wildlife and well used by all members of the local community.”

Having carried out a detailed assessment of the site the following aims have been identified to help to achieve this vision: -

To provide a site that is a locally significant amenity, recreation and biodiversity site that links with the network of other sites by

- Making the site more welcoming with better facilities for all ages***
- Encouraging local pride in the site***
- Phased restoration of the lake to provide a focal point for the site while enhancing its ecological value***
- Creating new paths and enhancing existing routes***

Recommendations

A number of projects set out in Part 5 have been chosen to provide a realistic, balanced range of improvements that would meet the vision for the site. It is recommended that these should be implemented as funding is obtained during the next three years.

There are some additional points it is felt will help with achieving the delivery of the vision.

Management plan

It is vital that a management plan be produced, particularly if the Town Council is to take over the ongoing management, to ensure that all of the necessary works, including routine maintenance, are programmed in. This can also be part of any application for funding, showing how the works fit into the overall plan for the site and how they will be cared for in the future.

Community consultation

A number of the proposed works, particularly the dredging of the lake, but also additional tree and hedge planting, play provision and new paths, will have an impact on local residents. It is important therefore that they are consulted fully on the proposals in this feasibility study.

It is hoped that this will also help to attract people to join the newly formed community group.

Future projects

There are a number of amenity greens in the surrounding area that do little to enhance the appearance of the area. Some of these open directly onto Canvey Lake. It is hoped that this project will act as a catalyst to help enhance the adjoining areas.

Part 5

Delivering the vision

The following projects are considered the most important to deliver the vision. The costs set out below are predominately based on initial estimates and should be seen as providing a guide towards the overall cost of the scheme. There are likely to be some changes once detailed specifications have been developed and larger works have been put out to tender.

5.1 Initial works

5.1.1 These include removing 8 small concrete posts close to the Rainbow pumping station that no longer serve a function, removing vandalised notice boards/interpretive panels, replacing 14 broken or missing bollards.

= £2200

5.1.2 Purchase and install 7 new all steel litter bins = £4500

5.1.3 Purchase and install 10 new all steel benches = £7000

5.1.4 Repair viewing platform and provide earth ramp to improve accessibility

= £800

5.1.5 Tree works

Thinning, crown lifting, removing trees from within 2m of cycleway, stump removal

= £800

Remove conifers and stump grind at Denham Road car park

= £400

5.1.6 Streetlight

A total of up to 27 additional 6m lamp columns are required between Lincoln Road and Denham Road bridge at 30m spacing. The cost of supply and installation

= £31000

5.2 Lake works

5.2.1 Dredging

Two companies were asked to provide a budget figure for dredging the lake. A figure of £400,000 has been received for digging out the lake and creating clay bunds to enable the material to be kept on site. This contractor has indicated that they should be able to incorporate the path construction in this cost.

The second quote totalled approximately £176000 to prepare and dig the silt with a figure of £150000 being given to manage the silt on site compared to £650000 to take it to landfill. These figures will be dependant on detailed silt surveys to establish the depth of silt and the total areas to be dredged. It is hoped that they will be lower as the proposed scheme only proposes to dredge two areas at this stage.

5.2.2 Reedbed management

It is likely that it will be necessary to hire in a boat. Costs are based on £3500 for the first week (allowing for transport to and from site) and £3000 per week after that. It will be necessary to collect up the cut reeds. It is felt that a figure of £6500 should be budgeted per year to cut an area of reeds.

5.2.3 Bank reinforcement

Install pre-sown grass pavers over rigid geogrid – 1200m² @ £19.90/m² = £23880

5.3 Path works

5.3.1 Improve path beside southern boundary of the lake

Length of 940m x 2m wide = 1880m² = £67680

5.3.2 Create cycle path along Hilton Dyke towards Central Wall Road

Length of 140m x 2m wide = 280m² @ approximately £40/m² + 120m of existing path widened by 1m = 120m²

Will also require two lamp columns being moved = £16400

5.3.3 New bridge for Denham Road

To provide new all steel 2m wide bridge suitable for cycling and pedestrians £28000 + delivery and preparation of foundations = £36000

5.3.4 Pedestrian bridges

Replace three other footbridges to same design as Denham Road bridge £33000 + delivery and preparation of foundations = £48000

5.3.5 Boardwalk and path on eastern edge of the lake

Construct a path with boardwalk/bridging over channels = £30000

5.4 Landscape Projects

5.4.1 Tree and hedge planting project

Provide a total of 400m of hedge planting = £1600

Provide a total of 200 new trees (feathered whips) = £2000

All to be planted by the community under supervision of Groundwork

5.4.2 Car park

Resurface the car park and access road = £22000

Install new post and rail fence and plant hedge behind it = £800

5.4.3 Planting scheme around boundary of Winter Garden Primary School.

A total length of 350m that could be planted with a hedge and some trees to enhance the appearance of the site and to provide additional habitat. It will be necessary to use species tolerant of wet conditions along southern section of the

boundary. A pond area could also be created beside the southern boundary
although maintenance might be an issue = £2500

5.4.4 Wildflower plug planting

Supply 10,000 wildflower plugs to be planted with volunteers and school groups
coordinated by Groundwork = £7000

5.5 Recreation provision

5.5.1 Provision of a play area

Supply and install multi-play equipment, swings, roundabout, spring mobiles, plus
dog-proof fencing and self closing gates, safety matting and path into site and 2
seats, a litter bin and 2 picnic tables.

= £47400

5.5.2 Multi-Use Games Area

Supply and install 20m x 12m MUGA by Meadow View Walk footbridge.
= £46000

It would be necessary to realign the cycle path to provide a sufficient site for this
to installed = £11000

5.6 Signage and interpretation

5.6.1 Entry sign/gateway

Produce and install 4 large signs at the main entry points and 8 small entry signs
from other key entrances to welcome people to the site. = £14000

5.6.2 Additional Road signs

Produce and install 2 brown tourist signs to identify the site from Long Road and
Knightwick Road = £600

5.6.3 Interpretive panels

Design, produce and install 4 interpretive panels giving information on site history
and wildlife interest = £8000

5.6.4 Leaflet

Design and produce 25000 full colour leaflet about the site = £4500

5.7 Community engagement

5.7.1 Costs of managing the establishment of a Friends group – time input by
Groundwork South Essex to coordinate and lead at least one practical project a
month = £6000 per year

5.8 CCTV

5.8.1 Provision of 4 CCTV cameras to provide coverage through the park.
There will also be costs with setting up the cameras and monitoring
= £36000

5.9 Changes in maintenance regime

- 5.8.1 Increase litter picking regime
- 5.8.2 Cost of emptying additional bins
- 5.8.3 Changes to grass cutting regimes including cutting and collecting in wildflower areas

References

CPBC 2007 Core Strategy Preferred Options report 2007 – 2021

CPBC 2007 Play Strategy 2007-2017

EECOS 2002 Castle Point Nature Conservation Review

EECOS 2007 Castle Point Local Wildlife Site Review 2007

Environment Agency Undated Information note on Koi Herpes Virus

Smith, P. 2001 – Can fish determine the conservation value of shallow lakes in the UK? – In *British Wildlife* – 13:10-15

Thames Gateway South Essex Greengrid Strategy

The Landscape Partnership and PMP Consultants 2006 Castle Point Borough Council PPG17 Open Space Appraisal

Urban Initiatives 2006 Canvey Island Sustainable Regeneration Report

Williams, A. E. 1999 Effects of coarse fish in shallow lake ecosystems: an ecological and sociological appraisal

5.10 Summary of costs and priorities

It is assumed that these projects will be carried out over a period of 3 years subject to funding becoming available. The priority rating is based on importance balanced with deliverability – for example some smaller projects can be addressed more quickly than the lake dredging.

Reference	Project works	Cost £	Priority	Project year
5.1.1	Initial remedial works	2200	H	1
5.1.2	Purchase and install litter bins	4500	H	
5.1.3	Purchase and install benches	7000	H	
5.1.4	Repair viewing platform	800	H	
5.1.5	Tree works	800	H	1
5.1.6	Street lighting	31000	M	
5.2.1	Lake dredging	326000	M	1-3
5.2.2	Reedbed management	19500	M	1-3 ongoing
5.2.3	Bank reinforcement	23880	M	2
5.3.1	Path south of lake	67680	M	2
5.3.2	Cycle path beside Hilton Dyke	16400	M	3
5.3.3	New bridge Denham Road	36000	M	1
5.3.4	Pedestrian bridges	48000	M	1
5.3.5	Boardwalk and path	30000	M	3
5.4.1	Tree and shrub planting	3600	H	1
5.4.2	Car park improvements	22800	H/M	1
5.4.3	School improvements	2500	M	1
5.4.4	Wildflower plugs	7000	H	1-2
5.5.1	Play areas*	104400	M	1
5.6.1	Entry signs	14000	H	1
5.6.2	Additional road signs	600	M	1
5.6.3	Interpretive panels	8000	M	2
5.6.4	Leaflet	4500	M	3
5.7	Supporting community group	18000	H	1-3 ongoing
5.8	Purchase of CCTV cameras	36000	M	3
Total		835160		

* Either two play areas or one play area and one multi-use ballcourt and goals see options on plans

Civic Governance and Law
Castle Point Borough Council
Council Offices, Kiln Road,
Thundersley, Benfleet,
Essex, SS7 1TF

Tel: 01268 882200

17 MAY 2021

The Town Clerk
Canvey Island Town Council
Long Road,
Canvey Island,
Essex SS8 0JA

Date: 10 May 2021

Our Reference: 000828

Your Reference:

Dear Canvey Island Town Clerk,

Re: Side Letter Agreement – Common Liaison Committee – Management Agreement, relating to Canvey Lake.

I refer to the Management Agreement entered into by Castle Point Borough Council and Canvey Island Town Council on 1 March 2010, relating to the land identified as Canvey Lake in Schedule 1 of the said agreement and advise that this letter is to be treated as a 'Notice' pursuant to Clause 8 of the said agreement.

The Council is content to relax Clauses 5.5 and 5.6 of the said agreement so as to permanently suspend the requirement of the Common Liaison Committee to meet and also to provide the minutes of the meeting, indefinitely or until further agreement.

This 'Notice' is to be treated as the Council's consent for those clauses not to be complied with as detailed above and that no liability will arise under the terms of the said agreement for the non-compliance of those clauses.

Yours sincerely,



Jason Bishop
Solicitor to the Council and Deputy Monitoring Officer
jbishop@castlepoint.gov.uk

Canvey Island Town Council



Angela Hutchings
 Chief Executive and Head of Paid Services
 Castle Point Borough Council
 Kiln Road
 Thundersley, Benfleet
 Essex SS7 1TF



24th January 2024

Dear Angela,

RE-NEGOTIATION OF EXISTING LEASE AND MANAGEMENT AGREEMENT FOR CANVEY LAKE

Following a meeting of the Town Council on the 22nd January 2024, I am writing to request that the Borough Council considers the renegotiation of the existing lease and management agreement arrangements for Canvey Lake as per the Common Liaison Committee recommendations.

Following recommendations made by the Common Liaison Committee on the 13th December 2023 the Town Council requests that any such negotiations or new agreement should recognise and document all stakeholders that have an interest in the function of the Lake and to replace the Common Liaison Committee meetings with a Stakeholder group which should be formulated from various expert organisations who can provide advice and support the Town Council in its management and maintenance of the open space.

The Council have requested that the Environment Agency, Essex Wildlife Trust, RSPB, Thames 21 and Natural England are approached as partners on the stakeholder group and that the existing members on the Common Liaison Committee are also invited to be part of the group.

Thank you for your consideration and I look forward to hearing from you in due course.

Yours sincerely,

Mrs E. De Can
 Town Clerk

AGENDA ITEM NO. 5

SCRUTINY COMMITTEE

14 February 2024

Subject: Tourism in Castle Point

1. Purpose of Report

1.1 At its meeting of 17 December 2023, the Cabinet agreed to request the Place and Communities Policy and Scrutiny Committee to review the Council's approach to tourism in Castle Point and make recommendations back to Cabinet on what the Council should do and in partnership with others to improve the local tourism offer, promote the borough and support local businesses in the tourism, culture and leisure sectors.

2. Links to Council Priorities and Objectives

Priorities

Economy and Growth
Place
Environment

3. Recommendations

3.1 The Committee is recommended to form a task and finish group to engage with officers, stakeholders and partners and scope out the opportunities for tourism and growing the tourism economy in Castle Point.

4. Report

4.1 There is currently a gap in tourism and cultural policy within Castle Point. Limited data has been collected in relation to the tourism sector in the last 10 years. However, data from 2014 showed that the total value of tourism to Castle Point at that time was **£90.4m per annum**, with around **1,760 people employed** in tourism related jobs (5.1% of local jobs). The borough is rich in attractions and cultural activities, with the prospects of a burgeoning creative sector.

4.2 Whilst COVID impacted on the tourism economy both nationally and globally, it is estimated that the industry in the UK is around **3-4% away from full recovery**. The rise in staycations and the cost of living have helped to strengthen local opportunities for tourism and leisure.

4.3 Given the value of the tourism economy in Castle Point, which is not insignificant, there is a clear driver to consider how this can be supported, strengthened and promoted to the benefit of the local economy, and to the quality of place. Promotion of tourism opportunities in Maldon between 2014 and 2022, for example, saw tourism spend increase by 24.7% and an additional 790 jobs provided in the sector.

Potential Benefits of Tourism Growth

4.4 A strong approach to tourism within an area can help revitalise the image and reputation of a place. This links into the work being done on place-making through the Castle Point Plan.

4.5 On top of this, successful tourism has a range of knock-on impacts on the local economy. As well as the tourism-based industries employing local people, business turnover arises because of tourist spending, from the purchase of supplies and services locally by businesses in receipt of visitor spending and because of the spending of wages in businesses by employees.

4.6 Tourism opportunities also provide opportunities for residents to be healthy and active by encouraging local people to get out and about in their local area. Developing the tourism offer therefore also links into the Council's agenda around health and wellbeing.

Scoping the opportunities in relation to Tourism

4.7 The opportunities for tourism and tourist activities often relate to the unique characteristics of a place, and assets that can be found within both the built and natural environment. A clear strategy is needed to ensure that those opportunities are harnessed for the good of local businesses and the local community and don't cause adverse impacts.

4.8 Tourism is not delivered by any one sector or organisation, but is delivered by different organisations and businesses understanding the unique characteristics that make up a place and working in an aligned way to enhance the visitor experience. The strategy needs to be able to show the borough can quickly respond to opportunities within a diverse sector. It is therefore critical that partners and stakeholders are engaged in the development of the tourism proposition for a place.

4.9 There is need for work to be undertaken to scope the opportunities for tourism in Castle Point having regard to the unique characteristics of the places and to identify those partners and stakeholders that we need to work with to develop a shared understanding of what a successful tourism offer may look like.

5. Next Steps

5.1 Members of the committee are recommended to form a task and finish group to engage with stakeholders, and partners to scope the opportunities for promoting and growing the tourism and cultural offer in Castle Point.

6. Financial implications

6.1 At this stage it is unclear what the financial implications will be. This position will need to be updated as the work is progressed, and implications become clear. The committee should be cognisant of the Council's budget forecast during the course of this work.

7. Legal Implications

7.1 There are no legal implications arising from this report.

8. Human Resources

8.1 At this stage it is unclear what the human resource implications will be. This position will need to be updated as the work is progressed, and implications become clear.

9. Equality Implications

9.1 There are no negative equality implications arising directly from this report.

9.2 At this stage it is unclear what the equality implications will be of the work to be undertaken. This position will need to be updated as the work is progressed, and implications become clear. The committee should be cognisant of the Public Sector Equality Duty during the course of this work.

10. IT and Asset Management Implications

10.1 There are no IT implications arising from this work. It is unlikely that IT implications will arise, however this position will be reviewed as the work is progressed and implications become clear.

10.2 At this stage it is unclear if this work will have an impact on Council owned assets. This position will need to be updated as the work is progressed, and implications become clear.

Report Author:

Amanda Parrott – Assistant Director Climate and Growth

Billy Masters – Senior Economic Development Officer