

<b>Subject:</b>	Reconstruction of River Wall: Victoria Way Rawtenstall BB4 7NY	<b>Status:</b>	For Publication
<b>Report to:</b>	Full Council	<b>Date:</b>	15 <sup>th</sup> July 2020
<b>Report of:</b>	Facilities Management Officer	<b>Portfolio Holder:</b>	Resources
<b>Key Decision:</b>	<input checked="" type="checkbox"/> Forward Plan <input checked="" type="checkbox"/>	<b>General Exception</b>	<input type="checkbox"/> <b>Special Urgency</b> <input type="checkbox"/>
<b>Equality Impact Assessment:</b>	Required: No	<b>Attached:</b>	No
<b>Biodiversity Impact Assessment</b>	Required: No	<b>Attached:</b>	No
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<b>1.</b>	<b>RECOMMENDATION(S)</b>
1.1	To approve up to £250,000 in capital funding for works for the reconstruction of the retaining river wall at Victoria Way, Rawtenstall to enable the works to be undertaken urgently.
1.2	To authorise officers to tender for the works contract as required by the Council's constitution.

## 2. PURPOSE OF REPORT

- 2.1 To seek approval from Full Council for expenditure and to proceed with the tendering process of the works for the reconstruction of the retaining river wall at Victoria Way, Rawtenstall and to enable the works to be undertaken urgently.

## 3. BACKGROUND

- 3.1 On the weekend of 8<sup>th</sup> - 9<sup>th</sup> February 2020 Storm Ciara caused the retaining river wall at the rear of numbers 1 to 6 Victoria Way industrial estate to collapse, resulting in an unstable exposed embankment.

*See appendix 1 photograph of collapsed wall.*

The land and the industrial units are in the ownership of the Council with tenants in each of the units who have a leasehold agreement for 125 years. Both the Council as Landlord and the tenants have obligations under the terms of the lease.

*See appendix 2 Land Registry*

*See appendix 3 Land Registry Map*

Since the collapse of the wall the Council has been working with M Pooler Associates to carry out a full civil and structural engineer's report. The report included the commission of a geotechnical report on the wall/surrounding issues and designed a re-construction scheme which is now ready for tender.

*See appendix 4 short report*

The Council has been liaising with the Environment Agency to gain approval for the aforementioned design and licences to carry out the works within the River Irwell. The application is ready for submission and approval is likely to be within one month.

An application was submitted to the Ministry of Housing, Communities and Local Government, Local Government Finance through the Bellwin scheme to fund this project however this has been rejected.

Note: The *Bellwin scheme* is a funding stream that can be applied for by districts and County Council for clear up costs following occurrences such as Storm Ciara in February 2020. Though this scheme does not normally fund capital works.

A claim was submitted to the Council's insurance company Zurich and a loss adjustor has confirmed that the reconstruction of the wall falls outside the remit of the Council's insurance policy. However, dialogue is still open with the insurance company to try and secure some payment on the basis that this was caused by storm damage.

The cost of the reconstruction of the wall is predicted at approximately £250,000.

- 3.2 This project will be directly connected to Corporate Priority Two:  
**A connected and successful Rossendale that welcomes sustainable growth:** our priority is to ensure that we are well connected to our residents, key partners and stakeholders. We want to make the most of every pound we spend and we are always looking for new and innovative ways to make the resources we do have, work harder for us.

#### 4. RISK

- 4.1 Following the February 2020 storms the river levels have gradually lowered and reverted to the normal water levels, however further rain will potentially raise the river levels and cause further damage to the exposed river embankment and the properties above.

*See appendix 4 - short report M Pooler Associates (civil and structural engineers)*

#### 5. FINANCE

- 5.1 The cost of the river wall repair works is estimated to be £250k.
- 5.2 The collapsed wall is a health and safety issue therefore the Council is required to carry out the works without delay.
- 5.3 An application to the Belwin scheme for funding has been rejected due to the project not meeting the criteria, therefore the Council will be required to fund the scheme.
- 5.4 If the Council is required to borrow the funding for this scheme the table below shows the impact on the general fund.

Financial Model (£000s)	Yr1	Yr2	Yr3	Yr4	Yr5	Yr 6/10 Ave
	£000	£000	£000	£000	£000	£000
Minimum Revenue Payment	10	10	10	10	10	10
Interest	6	6	5	5	5	4
<b>Expenditure*</b>	<b>16</b>	<b>16</b>	<b>15</b>	<b>15</b>	<b>15</b>	<b>14</b>
*General Fund Impact						

Assumptions

- 1 - £0.25m PWLB Borrowing over 25 yrs
- 2 - Asset life and MRP over 25 yrs

- 5.5 As at 31<sup>st</sup> March 2020 the Council had £2.082m of unallocated capital receipts which could be used to fund this scheme. Officers will give consideration as to the optimum

funding arrangements, which may include: use of capital receipts, internal borrowing and any other requirements for PWLB borrowing.

5.6 In addition, Legal is investigating the potential to obtain a financial contribution from the tenants.

5.7 Following the repair any ongoing maintenance will be met from within existing revenue budgets.

## **6. LEGAL**

6.1 Works are required to repair and protect the Council's asset. Further investigation of the potential liability of some or all of the tenants will need to be carried out and appropriate action taken. The works shall be tendered and contracts awarded in compliance with the Council's constitution and Public Procurement Regulations.

## **7. POLICY AND EQUALITIES IMPLICATIONS**

7.1 No policy or equalities implications.

7.2 Consultation has been undertaken with Senior Management Team on Tuesday 30th July 2020 in relation to this report.

## **8. CONCLUSION**

8.1 To consider the implications set out in the report.



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THIS TITLE IS DEALT WITH BY HM LAND REGISTRY, FYLDE OFFICE.

TITLE NUMBER: LA532418

There is no application or official search pending against this title.

## A: Property Register

This register describes the land and estate comprised in the title.

LANCASHIRE : ROSSENDALE

- 1 The Freehold land shown edged with red on the plan of the above Title filed at the Registry and being land lying to the South West of Bacup Road, Rawtenstall.
- 2 The land tinted blue on the filed plan was formerly copyhold of the Manor of Accrington New Hold and the rights saved to the lord by the 12th Schedule of the Law of Property Act, 1922 are excepted from the registration.
- 3 Such rights of the Lord of the Manor of Accrington New Hold as were saved by the Law of Property Acts 1922 and 1924 are excluded from the registration of the land tinted mauve on the filed plan.
- 4 The mines and minerals are excluded from the registration of the land tinted mauve on the filed plan.
- 5 The Conveyance and Assignment dated 28 July 1977 referred to in the Charges Register contains the following provision:-

"IT IS HEREBY AGREED AND DECLARED that the existing concrete post and wire mesh fence erected between the points marked A and B on the said plan shall as from the date hereof be a party fence and that the cost of maintaining and repairing the said fence shall be borne equally by the Vendor and the Council."

NOTE: Part of the fence between points A and B referred to forms the western boundary of the land tinted blue on the filed plan.

- 6 The land has the benefit of the right of way granted by but is subject to the exceptions and reservations contained in the Transfer dated 17 June 1986 referred to in the Charges Register.

## 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 (25.06.1986) PROPRIETOR: ROSSENDALE BOROUGH COUNCIL of Po Box 74, Kingfisher Business Centre, Futures Park, Bacup, Lancs OL13 0WU.

## C: Charges Register

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

Title number LA532418

- 1 The land tinted blue on the filed plan is subject to the following rights reserved by a Conveyance thereof and other land dated 7 September 1904 made between (1) The Rawtenstall Cotton Manufacturing Company Limited (2) The Lancashire & Yorkshire Bank Limited (3) Arthur Ramsay Thomson and (4) The Rossendale Union Gas Company:-

"A right of road for the owner or owners for the time being of Hall Carr Mill on foot and with horses carts and carriages or otherwise and for all purposes over the occupation road along the side of the River Irwell shown on the said plan drawn on these presents thereon coloured yellow to and from the plot of land coloured green on the said plan."

NOTE: The land coloured yellow referred to has been hatched blue on the filed plan.

- 2 The Conveyance dated 7 September 1904 referred to above contains the following exceptions:-

"Exxcept such part of the watercourse and fall of water and such right and privilege of the water of the River Irwell and the bed over which the same flows as was excepted and reserved for the benefit of Hall Carr Mill in a Surrender dated the Fifth day of October One thousand Eight hundred and Forty Four passed by Henry Hoyle to the use of Richard Ashworth.

NOTE: Neither the Original nor a certified copy or examined Abstract of the Surrender dated 5 October 1844 was produced on first registration.

- 3 By the Conveyance dated 7 September 1904 referred to in the above the land tinted blue on the filed plan and other land was conveyed.

"Subject to all existing rights relating to main party division or boundary walls or fences drains ways waters lights and other easements and in particular to the reservation of a right of road and to all other exceptions and reservations mentioned or referred to in the said Indenture of the Eighth day of April One thousand Eight hundred and Seventy Four."

NOTE: The Indenture dated 8 April 1874 was made between (1) Henry Hardman Ashworth and Joseph Wood Whitehead (2) Jane Ashworth (3) Elizabeth Ann Taylor (4) Alice Ashworth and (5) The Cotton Manufacturing Company but neither the Original nor a certified copy or examined Abstract thereof was produced on first registration.

- 4 The land tinted blue and tinted pink on the filed plan is subject to the following rights reserved by a Conveyance and Assignment thereof and other land dated 28 July 1977 made between (1) British Gas Corporation (Vendor) and (2) Rossendale Borough Council (Council):-

"THERE IS RESERVED to the Vendor out of this Conveyance and Assignment for the benefit of the Vendors neighbouring and adjoining Gas Works (hereinafter called "the retained land") which is shown for the purposes of identification only edged dark blue on the said plan

(a) the right to use or permit the retained land to be used in the exercise of the functions mentioned in sub-section (1) and (2) of Section 2 of the Gas Act 1972 notwithstanding that such user shall or may be or become a private nuisance or annoyance or inconvenience to the Council or the owners for the time being of the land edged red on the said plan or any part thereof or to any occupier of that land or any part thereof or any building erected thereon or which may lessen the value of such land or any part thereof and such user as aforesaid shall not constitute a cause for civil action by the council or the said owners or occupiers against the Vendor and

(b) the full and unrestricted right at any time hereafter and from time to time to erect or permit to be erected any buildings or other erections and to alter any buildings or other erections to be erected on any part of the retained land now belonging to the Vendor adjoining the land hereby conveyed and assigned in such a manner as to obstruct or interfere with the passage and access of light and air to any building which is or may be erected upon any part of the land hereby conveyed and assigned and so that all privileges of light and air now or hereafter to be enjoyed over any part of the retained land by or in respect of the land hereby conveyed and assigned shall be deemed to be so enjoyed by the license or consent of the Vendor and not as of right

## C: Charges Register continued

and

(c) the right of support for the retained land and the unimpeded passage and running of water and soil through and by any of the channels sewers drains and watercourses which now exist or shall within a period of 80 years from the date hereof be made in or upon or under any part of the land hereby conveyed and assigned."

NOTE: The gas works edged dark blue referred to adjoins the westerly boundary of the land tinted blue on the filed plan. The land in this title falls wholly within the land edged red referred to.

- 5 A Transfer of the land in this title and other land dated 12 December 1980 made between (1) Rosendale Borough Council (Transferor) and (2) The English Industrial Estates Cororation (Transferee) contains the following covenants:-

"THE Transferee to the intent and so as to bind (so far as practicable) the property into whosoever hands the same may come and to benefit and protect the adjoining land of the Transferor shown edged green on the plan marked "B" bound within (hereinafter called "the retained land") and every part thereof but not so as to render the Transferee personally liable for damages for any breach of covenant committed after it shall have parted with all interest in the premises in respect of which such breach shall occur hereby covenants with the Transferor not to do or permit to be done on the property anything which may be or become a nuisance or be dangerous or offensive or a hindrance to the Transferor or the Lessees or occupiers of the retained land provided that the use of the property for light industrial purposes or general industrial purposes to be construed by reference to the definitions of the term "light industrial building" and "general industrial building" respectively in the Town and Country Planning (Use Classes) Order 1972 shall not to itself be deemed to be a breach of this covenant."

NOTE: The land edged green and shown on plan B referred to lies to the north west of the land in this title.

- 6 A Transfer of the land in this title dated 17 June 1986 made between (1) The English Industrial Estates Corporation and (2) Rossendale Borough Council contains restrictive covenants.

*NOTE: Original filed.*

- 7 The parts of the land affected thereby are subject to the leases set out in the schedule of leases hereto and to such rights of way rights to park motor vehicles rights of drainage and rights in respect of water gas electricity and telephone services rights of entry and other rights as are granted by those leases.

### Schedule of notices of leases

1	01.10.1986 Edged and Numbered 1 in yellow	Unit 4 Victoria Way	12.09.1986 125 years from 12.9.1986	LA539187
2	01.10.1986 2	Unit 3 Cloughfold Industrial Estate	12.09.1986 125 years from 12.9.1986	LA539188
3	01.10.1986 3	Unit 2 Cloughfold Industrial Estate	12.09.1986 125 years from 12.9.1986	LA539189
4	01.10.1986 4	Unit 1 Cloughfold Industrial Estate	12.09.1986 125 years from 12.9.1986	LA539190
5	13.04.1987 6	Unit 6 Victoria Way	10.10.1986 125 years from 10.10.1986	LA552178
6	29.07.1987	Unit 5 Victoria Way	09.03.1987	LA551608

Title number LA532418

Schedule of notices of leases continued

5

125 years from  
9.3.1987

End of register



**ENGINEERING REPORT 7139.1**

**RIVER WALL  
VICTORIA WAY  
CLOUGHFOLD**

**CLIENT: ROSSENDALE BOROUGH COUNCIL**

**18.05.2020 MP/CH**

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## 1.0 THE WORKS

- 1.1 The section of the existing stone retaining wall on the right hand (Northern bank) on the River Irwell collapsed during adverse weather conditions in February 2020.
- 1.2 The section of wall immediately downstream of the culverted section of the river beneath the car park access from Victoria Way, Cloughfold extending for a length in the order of 17 linear metres with a further deformed section extending for a further length in the order of 4 linear metres.
- 1.3 The collapsed wall section is in the order of 6 metres high, the mass stone wall having an overall thickness circa 900mm of coursed solid wall construction.
- 1.4 The wall is not the original construction and is probably in the order of 25 – 30 years old (estimate).
- 1.5 The collapse has left a 3 metre wide strip of land adjoining the existing single storey unit overlooking the river.

## 2.0 DESIGN OPTIONS

- 2.1 A topographical land survey has been carried out in order to quantify the scope and extent of the wall collapse and its effects on the existing factory unit.
- 2.2 To date no adverse effects on the adjacent structure have been identified although three manhole chambers, or similar, have been exposed in the side of the collapsed embankment.
- 2.3 At the time of the survey flood conditions prevented any detailed information with regard to river bed levels although subsequent further inspections in dry weather flows has enabled a reasonable appraisal of the anticipated bed level to be made.
- 2.4 The current river and bed level has been lowered probably within the last few years, following the collapse of a 2 metre high weir downstream adjoining the gas works holder, and can be evidenced by the high exposed embankment downstream of the collapsed section.

- 2.5 Currently the river bed contains a miscellany of random large boulders and wall sections (in excess of 1 metre<sup>3</sup>) and it is probable that scour has occurred from the paved outlet of the upstream culvert.
- 2.6 It should be noted that the wall on the opposite side of the river is in a poor state of repair.
- 2.7 The collapse of the retaining wall has clearly been caused by scour evidenced by the fracture and collapse of the exposed foundation adjacent to the North Western spandrel wall of the culvert.
- 2.8 A detailed site investigation has been carried out (March 2020) with boreholes to a depth in the order of 7 metres below the car park level, although deeper boreholes had been hoped for, the problem with contamination of the arisings from the boreholes prevented further investigation. Although the information to date is currently adequate for our design purposes.

### **3.0 RETAINING WALL OPTIONS**

- 3.1 Various forms of retaining structure have currently been considered e.g. mass concrete, block gabions, reinforced concrete, sheet pile structures, anchored walls etc. The main problem being of limited footprint of the site to the rear of the wall varying between in the order of 5 – 6 linear metres from the Southern rear wall of the factory to the line of the original retaining wall.
- 3.2 As a result of the narrow width to the rear of the wall some form of earth-wear support to the 4 – 5 metre exposed face of the collapsed area will be required, and the normal option of a sheet piled vertical support system is impractical given the limited access from either the front river side or from the right hand Eastern approach on the South Eastern corner of the existing unit.
- 3.3 Problems of access to the river level have also to be addressed given that the existing car park above the culvert is the only usable footprint for plant and machinery close to the site.
- 3.4 A structural survey of the culvert beneath the car park has already been carried out (the culvert in the ownership of J.J Ormerod plc – Report No. 7139, 27 April 2020) and from the inspection of the culvert it is evident that for the duration of the works temporary propping will be required to the culvert to sustain the additional vehicle loads of construction plant and machinery.

- 3.5 Permission for temporary propping to the culvert wall will have to be agreed and approved by the Environment Agency.
- 3.6 The wall design is also governed by the practicality of construction given the restrictions of earthwork support and temporary works within the river confines.
- 3.7 Naturally all works within the river will require the appropriate approval from the Environment Agency with regard to both methodology and timing for any Environmental issues.
- 3.8 In practical terms we would consider the options of mass concrete or block construction or reinforced cantilever wall would be most suitable, although the use of large precast blocks or mass concrete would have the benefit of reduced time on site given the placement of precast units compared to the requirements for reinforced concrete.
- 3.9 The foundation of the wall will require scour protection in the order of 600mm beneath anticipated bed level with the deep excavations will be in the order of 2.5 metres below the invert level on the outlet of the culvert.

#### **4.0 PROGRAMMING**

- 4.1 Detailed contract drawings and contract documents are currently being prepared with tender invitations to be invited around mid June 2020 with a tender period of two to three weeks.
- 4.2 The construction period will be in the order of 8 – 10 weeks, but obviously all times are subject to Environment Agency submission approval, hopefully to fit in with the appropriate window programming for river works this year.
- 4.3 Delays on the construction would risk further collapse of the exposed excavation probably compromising the structural stability of the existing factory unit.

Michael Pooler M. Sc. C. Eng. M.I.C.E. F. Cons. E.