

**Council**

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**Date:** 26<sup>th</sup> April 2021

**Title:** Rear boundary of Linslade Memorial Playing Field

**Purpose of the Report:** To carefully consider the options available and to what level if any this Council should become involved in a boundary fence with disputed ownership.

**Contact Officer:** Ian Haynes – Head of Grounds and Environmental Services

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<b>Corporate Objective/s</b>		
<b>Implications:</b>		
<b>Financial</b>	√	To allocate up to £10,000 to clear the delapidated rear boundary fence between Linslade Memorial Playing Field and the Grand Union Canal
<b>Human Resources</b>		None
<b>Operational/Service delivery</b>		None
<b>Procedural/Legal</b>		
<b>Risk/Health and Safety</b>		None

**1. RECOMMENDATIONS**

**1.1 To note the report.**

To consider one of the following options;

- 1.2 The Council continues with the view that the dilapidated rear boundary fence to the rear of Linslade Memorial Playing Field and the Grand Union canal is not its responsibility and the Council does not get involved with this matter further.**
- 1.3 The Council funds the removal of the dilapidated rear boundary fence between Linslade Memorial Playing Field and the Grand Union canal to a**

**maximum value of £10,000 and installs signage to inform park users that they are leaving the park and entering land owned by the Canal & River Trust.**

## **2. BACKGROUND**

- 2.1 The fence in question runs parallel to the Grand Union canal and the Linslade Memorial Playing Field. The fence to the rear of Linslade Memorial Playing Field failed in July 2017 (title register and title plans BD280614). The title plans clearly mark that the bank at the rear of the park is owned by the Canal & River Trust. Therefore, it is believed that maintenance responsibilities lie not with the Town Council but with the Canal & River Trust.
- 2.3 Neither the Town Council nor the Canal & River Trust can prove who the legal owner of the fence is and therefore the responsibility for its maintenance is unknown. Officers have comprehensively reviewed all documents associated with Linslade Memorial Playing Field dating back to 1937. The records which are held at the White House provide no evidence relating to the existence of the boundary fence, its installation nor its maintenance.

## **3. CONSIDERATIONS**

- 3.1 The Canal & River Trust is fundamentally a navigation charity responsible for some 2,000 miles of waterways. Linslade Memorial Playing Field sits on the 'offside' of the Grand Union canal and the Canal & River Trust, generally, only own to 'water's edge' on the offside. Accordingly, the Trust believes it has no responsibility for offside fencing, which is stated in their enabling Act. However, this position is disputed given title register and title plans (BD280614).
- 3.2 The Canal & River Trust have confirmed that they have a long-costed capital programme, and it would be many years before this type of work could be undertaken as it is simply not affecting the navigation of the Grand Union canal and therefore is not a priority for them even if they confirmed ownership.
- 3.3 They have also confirmed that there is no need to have a fence erected to demarcate the boundary. This position is also held by Town Council officers. The Town Council already has open space assets with drops into water which are not fenced.

## **4. RECOMMENDATIONS**

- 4.1 Despite the uncertainty over ownership, there is justification in the said removal of the fence should Members be minded. At its own cost, the removal of what is an unsightly and largely ineffective fence would improve the setting of the park. To mitigate its removal, one option would be to bolster vegetation through a planting scheme. In doing so, this would create an enhanced wildlife area. Signage would be introduced to inform park users that they are

leaving the park and entering land owned by the Canal & River Trust and thereafter a water hazard.

## **5. TIMINGS**

5.1 The potential removal of the fence would require an application for a licence to work within 20 metres of the active badger sett (badgers are protected and so are their setts and it is an offence to intentionally obstruct access to their setts).

5.2 Another important point to bring to Member's attention is that work near active badger setts must be carried out between certain times of the year (July to November inclusive). The reason to avoid the disturbance of breeding female badgers.

## **6. CONCLUSION**

6.1 Members are asked to carefully consider the options available and to what level if any this Council should become involved in a boundary fence with a disputed ownership.

**End.**