

# DURHAM COUNTY COUNCIL – LICENCE AGREEMENT

## AGENDA ITEM No. 12

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**MEETING:** COUNCIL

**DATE:** 13<sup>th</sup> JUNE 2012

**REPORT:** TOWN CLERK

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### 1.0 **Purpose of the Report**

1.1 The purpose of the report is to approve the draft licence between the Town Council and Durham County Council to formalise working on County Council land for the purpose of maintenance and environmental improvements.

### 2.0 **Background**

2.1 A draft licence has been agreed between the two Councils which indicates the responsibilities of both parties in regard to a number of areas of land that are in the ownership of Durham County Council.

2.2 The licence is to operate on County Council land, it does not convey any right of ownership. The licence fee is 'one peppercorn' i.e. a peppercorn rent is at no cost to the Town Council. The period is for one year, renewable yearly thereafter.

2.3 The licence indicates in Schedule 1 which areas of land are involved with plans of each area included.

2.4 Discussions have taken place between the Town Clerk and Durham County Council Solicitors and Officers in order to come to a final agreement that is acceptable to both parties and has provided due diligence for the Council when entering into a legal agreement. The agreement, as amended from the original, is acceptable in terms of liability to the Town Council and fulfils its purpose.

### 3.0 **Current Situation**

3.1 The agreement is recommended for signing and sealing by way of a Council resolution. Refer to Standing Order 14 (a)(b)(c).

### 4.0 **Impact on Great Aycliffe Town Council**

4.1 The signing of the licence agreement finalises the arrangement to allow Town Council employees and volunteers to work on land, as indicated, under the ownership of Durham County Council. The agreement allows for routine maintenance operations to take place as well as environmental enhancements. The later must be approved by the Ecology Section at Durham County Council.

### 5.0 **Policy Implications**

5.1 The initiative and signing of the agreement will assist the Council in meeting Aim Nos. 5 and 6 of the Council's Aims and Targets:

Aim 5 – “To contribute to the environmental improvement of Aycliffe by managing and developing parks, play areas and green spaces”.

Aim 6 – “To facilitate and encourage partnership working to improve the services and facilities for the residents of Great Aycliffe”.

## 6.0 **Staffing Implications**

6.1 These have been set out previously in a number of reports to the Environment Committee. The actual signing of the licence agreement does not obligate the Council to more than one year at a time.

## 7.0 **Financial Implications**

7.1 The licence provides in the main for maintenance and environmental improvement activities. While larger improvement projects can be undertaken there is no liability for not carrying these out.

7.2 Replacement of Capital street furniture etc. will remain the responsibility of the County Council, as does repairs to tarmac footpaths, steps etc.

7.3 Insurance requirement is also only linked to the Town Councils acts or omissions when undertaking works and not in general.

## 8.0 **Crime and Disorder Implications**

8.1 None directly.

## 9.0 **Equal Opportunities**

9.1 None.

## 10.0 **Environmental Implications**

10.1 The proposal and signing of the licence agreement will improve the various areas of land that have been identified. In particular land adjacent to the Durham County Council portion of the Great Aycliffe Way will now receive greater attention from Town Council staff, residents groups and volunteers.

## 11.0 **Risk Assessment**

11.1 The signing of the licence agreement formalises the relationship between the two Councils and clarifies each others responsibilities. The licence agreement has been amended as requested and it does not represent a significant risk to the Town Council.

## 12.0 **Recommendations**

12.1 It is recommended that:-

- (i) Members consider the licence agreement with a view to resolving to enter into the agreement between the two Councils.