

North East Derbyshire District Council

Cabinet

3 August 2016

Dronfield Railway Station Car Park

Report of Councillor J Austen, Portfolio Holder with Responsibility for Information Technology, E-Information and Asset Management

Purpose of the Report

- To advise Cabinet that Network Rail are seeking to end the lease arrangements under which this Council operates the car park at Dronfield Railway Station.

1 Report Details

- 1.1 For a period in excess of 30 years North East Derbyshire has operated the car park at Dronfield Railway Station in order to provide public car parking adjacent to the railway station in one of the District's key settlements. While the Council has operated the car park for a number of years this has been on the basis of a lease granted by Network Rail who are the owner of the land. On the basis of the limited documentation available to the Council it would appear that the original reason for undertaking the lease was to prevent the station car park from being closed. The lease under which the Council occupies the car park allows Network Rail to terminate the agreement after giving notice of six months.
- 1.2 Network Rail have recently contacted the Council with a view to ending the lease of the car park. Their preferred route is that both parties come to voluntary agreement to end the current arrangement. This would save both parties the legal costs associated with undertaking a formal process to terminate the lease. In view of the fact that this Council has no grounds on which to object to the proposed termination of the lease Officers are of the view that agreement between the two parties is the most appropriate means for concluding the current arrangements. Our understanding is that Network Rail intend to continue to use the land as a car park, although presumably they would seek to restrict usage to rail passengers (rather than to the general public) and it would seem reasonable to assume that they will introduce charging.

2 Conclusions and Reasons for Recommendation

- 2.1 On the basis that the lease of this car park can be terminated by Network Rail by giving six months notification an agreement to end the lease by way of voluntary agreement would appear to be the only realistic option in this instance. The

recommendations set out within the report arise from the legal obligations which are set out within the lease documentation.

3 Consultation and Equality Impact

- 3.1 Given that the current arrangements are based upon a contractual lease agreement which the Council has no alternative but to comply with, its options in this matter are limited to whether to progress a voluntary agreement or to require Network Rail to serve formal notice. Given the very limited options open to the Council it is not considered that consultation with local residents or the car park users would be able to affect the outcome in this instance.

4 Alternative Options and Reasons for Rejection

- 4.1 These are set out in the body of the report.

5 Implications

5.1 Finance and Risk Implications

- 5.1.1 The Council currently pays Network Rail £1,000 per annum for the lease of the car park and is in addition responsible for the maintenance costs. While these cannot be quantified with precision it would be reasonable to conclude that on average maintaining the surface and boundaries of the car park and cleaning is estimated to cost on average up to £5,000 per year. There will therefore be a small financial saving arising from this decision.

5.2 Legal Implications including Data Protection

- 5.2.1 Legal issues are covered in the body of the report where appropriate. There are no Data Protection issues arising directly from this report.

5.3 Human Resources Implications

- 5.3.1 There are no Human Resources implications arising from this report.

6 Recommendations

- 6.1 In recognition of Network Rail's rights in this matter that Cabinet agrees that officers enter into negotiations to facilitate the ending of the lease granted to the Council by Network Rail in respect of the Dronfield Station car park on the basis of a voluntary agreement.

7 Decision Information

Is the decision a Key Decision? (A Key Decision is an executive decision results in income or expenditure to the Council of £50,000 or more or which has a significant impact on two or more District wards)	No
Is the decision subject to Call-In? (Only Key Decisions are subject to Call-In)	No
District Wards Affected	Dronfield
Links to Corporate Plan priorities or Policy Framework	Providing our customers with excellent services. Supporting our communities to be healthier, safer, cleaner and greener.

8 Document Information

Appendix No	Title
N/A	
Background Papers (These are unpublished works which have been relied on to a material extent when preparing the report. They must be listed in the section below. If the report is going to Cabinet (NEDDC) or Executive (BDC) you must provide copies of the background papers)	
None	
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