

Cllr David Wimble – Cabinet Member for the Environment (Reform UK)
Monthly Report for the Romney Marsh

Since my last report, I have been extremely busy—balancing local casework for residents with the growing demands of my county cabinet role.

The **Kent Solar Forum** is now fully established, with over 70 solar project representatives invited to participate. We have been progressing work on **Battery Energy Storage Systems (BESS)**, focusing on the significant fire risks these installations pose. Kent Fire and Rescue will now attend our meetings to answer technical questions. They have formalised their approach, which confirms they cannot directly extinguish these fires. Instead, they will prioritise cooling the perimeter while allowing the units to burn out—a process that risks releasing substantial volumes of toxic gas into nearby communities.

Under my portfolio, the Leader has tasked me with creating a **county-wide Water Group**. This body will have more influence than district or borough-level groups and will cover a wide range of issues—not only sea pollution, but also water supply concerns, including the upcoming Broad Oak Reservoir project. The first agenda-setting meeting will be held in early September, with a full stakeholder meeting planned for October. I have suggested the new community hall as a possible venue. Tenterden Rural KCC Councillor Jeremy Ustice has been appointed as the independent chair. Membership will include every district and borough council, key stakeholders such as the Environment Agency, DEFRA, the NFU, Southern Water, internal drainage boards, the county's MPs, and Parliamentary Under-Secretary of State for the Environment, Emma Hardy.

I have also been reviewing potential uses for **19 disused household waste sites**. While unsuitable for solar development, these locations could be repurposed for KCC's *Millennium Canopy* pledge—to plant 1.6 million trees, one for each Kent resident. We are also exploring the creation of our own tree nurseries, enabling us to supply trees to other authorities and developers, generating additional income.

I was delighted to officially open Kent's **first Reuse Centre** at the Mountfield Road Household Waste Site. This has been a personal ambition of mine for nearly three years, and in its first three weeks it raised over £3,000 for local good causes. I am already looking at expanding the concept, including a larger site between the Romney Marsh Visitor Centre and St Mary's Bay.

In recent weeks, I have been visiting several of the county's countryside parks to discuss enhancing their visitor offer, such as watercolour workshops and bushcraft courses. I have also been working with senior officer David Godfrey to ensure KCC re-joins important nuclear energy forums, including NDA, Nuleaf, Great British Nuclear, and the Advanced Nuclear Technologies Group. This is with the aim of securing **Small Modular Reactors (SMRs)** for Dungeness.

We have also been reviewing the **Sea Link project**—to bring power from offshore generation and Sizewell C ashore. I have argued that Dover Harbour, rather than Pegwell Bay SSSI, would be a better landing point. Dover Harbour Board currently does not have the grid capacity to recharge its new electric ships, which at present can only be charged in France. Locating the landing point at Dover would not only resolve this but would also enable the

power to be transferred along the side of the Dover to Ashford railway line directly to the Sellindge converter station, providing a direct link into the national grid.

Part of my month has also been spent visiting our heritage assets, including the eight windmills owned by KCC. With local government reorganisation and potential devolution ahead, I am working to ensure these remain in public ownership and operation, rather than being sold for private redevelopment. Maintaining them as working mills is costly, but vital to Kent's heritage.

I continue to hold **monthly surgeries**—the next in Lydd this September, followed by St Mary's Bay, then back to New Romney.

I am away on annual leave until August 21st but more than ahappy to answer questions when I return

District Report

At Folkestone & Hythe District Council, I remain on the Finance Overview Committee, which meets quarterly. I have now joined the **Romney Marsh Partnership**, though it currently meets only four times a year—far less than the monthly frequency we once enjoyed.



CIVIC AND SOCIAL ENGAGEMENTS 2025-2026

July 2025

The Worshipful The Town Mayor
Cllr Bob Jones

10 th	Lord Warden -Walmer Reception Attendees were Mayor, Mayoress, Town Clerk, Cllr Clive Goddard, Cllr Paul Rye (worthy causes to meet the King)	TS
17 th	Marsh Academy - Oliver	
18 th	New Romney – Maude Community Centre Opening	
26 th	New Romney – Country Fayre	TS

August 2025

The Worshipful The Town Mayor
Cllr Bob Jones

30 th	Faversham – Hop Festival	TS
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LYDD TOWN COUNCIL

THE RYPE
TOWN/VILLAGE GREEN (TGV)
POLICY

Version 1 Angela Alexander Town Clerk

Policy adopted by Lydd Town Council at their meeting held on 8th September 2025

Background

The Rype is an area of land registered at H M Land Registry with Title Absolute under Title Number K921923 with registered proprietor Lydd Town Council
The Rype is registered with Kent County Council as a Village Green

Village Green status

A Village Green is defined as an area of land where the inhabitants of a locality have a customary right to indulge in lawful sports and pastimes.
There is no statutory definition for sports and pastimes, but it has been judicially decided to include dog walking, playing family and children's games flying kites dancing and playing cricket. There may be recreational facilities which contribute to the status as a village green such as May fairs. *1
The overriding factor is availability for informal recreational use.

Legislation applicable to Village Greens

Apart from legislation under the Commons Act 1965 and 2006 relating to the registration of Village Greens the legislation relating to the operation of most Village Green remains based on the Inclosure and Commons Acts and in particular the Inclosure Act 1857 and the Commons Act of 1876. The exceptions are where Village Greens have been created under specific legislation.

Offences

As a result of the 1857 and 1876 Acts, it is a criminal offence to create a nuisance on a Village Green, or to encroach, enclose or erect a structure on a Village Green. Such actions are deemed to be a public nuisance. On conviction the offender is subject to a fine. Proceedings can be instituted by any person or organisation
Under the Road Traffic Act 1988 it is an offence to drive a vehicle more than fifteen yards from a road other than for the specific purpose of parking. This applies to Village Greens

Use of the Village Green

The legal restrictions on the use of a Village Green are designed to ensure that the land is retained as open land for the use of the public for recreation.
Based on judicial comment and general principles it is considered that:-
Any activity can be carried on if the right to use the Village Green for recreation and lawful sports and pastimes is not substantially compromised. For instance, on a large Village Green such as the Rype the provision and enclosure of a Playground is unlikely to compromise the use of the Village Green. If the enclosed area were a substantial part of the Village Green the rights would be compromised and this would not be permitted
Any temporary activity that results in a large area of the Village Green being fenced off with no admittance to that area without payment should not be permitted
Individual stalls can be placed on the Village Green provided that access is maintained between the stalls. Individual stalls could charge for admission.
No purely commercial activities should be permitted.
No vehicles should be permitted on the Village Green. This would apply to parking of all types of vehicles. To be clear, there is no right for any person to park on a designated Village Green. The Road Traffic Act merely provides that in certain limited circumstances it is not an offence to drive on land.
Parking is an obstruction and is therefore not permitted on a registered Village Green.

No permanent structures should be permitted with the possible exception of any which are ancillary to the use of the Village Green and which do not form a permanent barrier to access. Examples are goalposts, benches and signposts.

As regards the use of a skip, technically it is an obstruction, but this could be licenced to remain for a stated period subject to no objections being received from third parties. A deposit to cover any damage could be charged with the application.

There is no exhaustive list of uses and in some cases uses have been in place for many years which would not strictly comply with the requirement for open public recreation. It must also be stated that there has been no prosecution for breaches of the Village Green legislation in recent years. This is not to say that a public-spirited person could not attempt to take action.

The Council may make byelaws governing the use of the Village Green to reinforce the provisions of the Inclosure Acts.

Responsibilities

The Rype is managed and maintained by Lydd Town Council and any requests relating to its use should be referred in the first instance to Lydd Town Council.

It is the responsibility of the owners of properties fronting onto a Village Green to check their Deeds as to the boundary of their property to ensure that they do not extend beyond this with obstructions or planting.

Lawful Uses

Whilst not exhaustive, the following is a list of lawful and prohibited uses of the Rype.

Lawful uses would include:

- Walking across the Rype with or without a dog (but not on the play area of the Rype)
- Village Fetes and approved events (please complete the application form,)
- A community event with stalls (not vehicles)
- Playing sports and games that do not damage the surface of the Rype
- Flying of kites
- Bollards, posts, rocks or similar to prevent parking on the grass (decision would be made by Lydd Town Council to install these)

Prohibited uses would include:

- Any physical alterations to the Rype
- Fencing of the perimeter of the Rype to prevent access
- Wilful damage e.g. by vehicles, bicycles, electric bikes and scooters, mopeds, and horses
- Parking of a vehicle on the Rype (except the perimeter fifteen yards)
- The driving of a vehicles on the Rype
- Planting of trees except by the Town Council (Residents may apply for a Memorial Tree under the policy on the website lyddtowncouncil.gov.uk)
- The building or introduction of any structure – this includes smaller items such as benches, steps, bollards, posts **except** by the Town Council (Residents may apply to the Town Council for the installation of a Memorial Bench or temporary skip).
- Pruning or cutting down of trees except by the Town Council and their appointed contractors
- Playing of golf
- Use of remote-control model aircraft or drones
- Boot Fairs

Maintenance

All instances of maintenance and repairs will be conducted by the Town Council or by their appointed contractors unless in the case of an emergency incident. All works in this instance must be reported to Lydd Town Council as soon as practicable.

Inspections

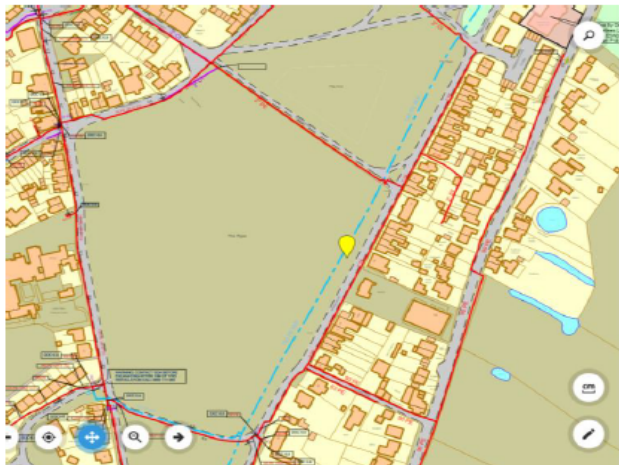
Lydd Town Council will arrange for expert independent inspection of the Rype, the play equipment and trees on the Rype and act on their guidance.

Use of the Rype for events

All requests to use the Rype must be made on the application form at least **two months** prior to the event taking place and in accordance with the Terms and Conditions of hire.

Maps of buried services on the Rype

The maps of buried surfaces provided with this policy must be referred to by users of the Rype for health and safety purposes along with the guidance below.

SGN GAS PIPELINES BURIED SERVICES

The map shows the buried gas pipelines at the Rype -no Marquees etc to be placed in the vicinity.

There is no legal limit for the depth to be laid, the recommended depth is a minimum of 600mm.

Any work where you need to dig or put spikes in the ground please use the L.S.BUDS website and that will tell you if anything is in your area that could be a problem, that will notify SGN plant protection that will send out some information for you or come to site if required.

Safety**IF YOU CAUSE or FIND A GAS LEAK OR SMELL GAS**

If you cause a gas leak, or suspect that gas pipe or equipment is leaking, you must take the following actions immediately:

- Inform the National Gas Emergency service immediately on 0800 111 999 (all calls are recorded and may be monitored)
- Stop work and get everyone away from the immediate vicinity of the escape.
- Do not attempt to stop the escape or repair by filling the hole.
- Do not attempt to operate any valves (unless directed by the call centre staff to close emergency control valves at domestic properties)
- Prohibit smoking and extinguish all naked flames or other ignition sources for at least 15m from the leakage.
- If escaping gas is entering properties, advise the occupants to leave until it is deemed safe to return by SGN emergency personnel onsite. Damage to a gas main or service supplying a building may result in gas entering the building.
- Prevent any approach to the immediate vicinity of the escape.

Assist SGN and the Emergency services as requested.

SGN GAS PIPELINES AND NATIONAL GRID ELECTRICITY BURIED SERVICES

Hamilton Road end of the Rype



There are SGN pipelines routed through this road (orange) and the electrical equipment is shown in red and belongs to UKPN. There are also water pipelines shown in blue owned by Affinity Water.

LYDD TOWN COUNCIL**Terms and Conditions for the use of The Rype**

The submission of an Application form for use of the Rype indicates that the Hirer hereby agrees to all the following terms and conditions for the hire and use of the Rype for all events etc.

Introduction

The Rype, which is a registered village green, is maintained and managed by Lydd Town Council.

Applications to use the Rype for all events etc should be submitted to the offices of Lydd Town Council by using the form available on our website www.lyddtowncouncil.gov.uk or by collecting a form from the Guild Hall, 13 High Street, Lydd during opening hours. Please contact 01797 320999 for more information.

Please note that the signed hire agreement together with supporting paperwork should be submitted to Lydd Town Council for consideration. Decisions on lettings and associated use of the Rype will normally be considered by an officer of Lydd Town Council unless the nature of the event or use of the Rype requires approval by the full Council or relevant Committee in which case the request will be included as an agenda item for the next available meeting. Hirers should consult the Council meeting date schedule on the Lydd Town Council website.

www.lyddtowncouncil.gov.uk

The Pavilion is currently leased to Lydd Football Club and to check availability should associated use of the Pavilion for your event be required the hirer should make arrangements directly by emailing lyddtownyouth1979@gmail.com. The Hirer should also check the Fixtures and training schedule published on our website to avoid any potential clash for use of the Rype or so that arrangements for use can be considered.

General Terms and Conditions**1. The Hirer must**

- Be aged 21 years or over
- The Hirer must accept responsibility for being in charge of the event and be in attendance at the event at all times and for ensuring that all conditions under this Agreement are met. Where an organisation is named on the application, that organisation shall also be considered as the Hirer and shall be jointly liable with the person who signed the contract. The Hirer must be in compliance with Bye laws and any other applicable legislation at all times during the hire period.

- A mobile phone contact number should be made available for the person in charge on the day of the event and provided to the Town Council office.
2. The Hirer must provide the following written information with their application
 - Full detailed description of the event including expected maximum number of attendees and a defined time limit for the event.
 - Description and positioning of any marquees, gazebos or any other temporary structures. The Hirer must take responsibility for any damage to the surface of the Rype or damage to buried services. An exclusion zone of 12 metres from the line of Manor Road into the Rype is to be observed before the erection of Marquees or any other structure which requires securing to the ground. Please refer to the buried services maps in the Rype policy document.
 - Copies of road closure permissions and notices if required for the event.
 3. The Hirer must notify surrounding properties of their forthcoming event in writing at least one week prior to the event.
 4. The Hirer must provide the Risk Assessment and valid Public Liability Insurance for the event with their application to use the Rype.
 5. The Hirer must not sublet the Rype to be used by another organisation or individual outside of the control of the Hirer.
 6. The Hirer shall indemnify Lydd Town Council against all claims arising from their event
 7. The Hirer shall provide two forms of ID and address when returning the Application form – this could be a photo driving licence or passport (not a work ID card) and a recent Council Tax, Utility Bill or Bank Statement.
 8. No vehicles to be driven on or parked on the Rype as this is an offence. Vehicles can only be parked on the perimeter. All vehicles parked adjacent to the Rype are entirely at their owners' risk.
 9. The Rype is a public open space and the Agreement to use the Rype does not confer exclusive use by the Hirer of the event and should not interrupt enjoyment of the Rype by other residents.
 10. The Agreement to use the Rype constitutes permission only for the use of the event and confers no tenancy or other right of occupation.

Electricity and Toilet Facilities

Should the Hirer wish to use the supply of electricity from the Pavilion this must be detailed on the application form and be arranged directly with Lydd Football Club for access by emailing lyddtownyouth1979@gmail.com . Please note that any electrical equipment which is to be connected to the mains supply must be installed in compliance with electrical regulations in force at the time of the event and any conditions required by the Hirers Public Liability Insurer.

Should the Hirer wish to use the toilet facilities at the Pavilion please contact lyddtownyouth1979@gmail.com to make arrangements.

Alcohol

Lydd Town Council is not licensed for the sale or supply of alcohol. If alcohol is to be served on the Rype for the event, the Hirer must apply to Folkestone and Hythe District Council for a Temporary Event Notice (TEN). The TEN must be prominently displayed at the event and a copy supplied to the Town Council office.

Behaviour

To avoid disturbing neighbours of the Rype the Hirer must ensure that drunk and disorderly behaviour and the use of illegal drugs is not permitted. Any person behaving in a violent or disorderly way must be instructed to leave the event.

Music

Where music is to be played or performed at the event, the Hirer shall ensure that The Music Licence is in place. The Hirer shall indemnify Lydd Town Council against all claims, actions and proceedings arising out of any infringement of copyright.

Commercial Use

The Hirer may not permit the use of the Rype for any commercial profit- making use or retail trading purposes – any activity of this nature must be declared in the application so that it may be carefully considered for consent by Lydd Town Council.

Fetes and Galas

- i) Police and Fire Brigade authorities must be consulted by the Hirer prior to the event and their recommendations followed.
- ii) The Hirer should consult with their Public Liability Insurers as to whether stewards and or qualified First Aid personnel are required and if so, how many.
- iii) The Hirer must ensure that all areas where events are to take place are suitable for their intended purpose.

Other Restrictions during an event

- 11. No fireworks or other pyrotechnic devices are permitted to be used during the event without prior written permission of Lydd Town Council subject to the appropriate risk assessment and insurance.
- 12. To avoid damage to the Rype no open fires, temporary barbeques or similar are permitted.
- 13. The Hirer shall ensure that adequate fire precautions are in place and exercised at all times during the event and that the emergency services are advised as appropriate.
- 14. The Hirer shall ensure that any activities for children, young people and vulnerable adults are only provided by fit and proper persons in accordance with

the Safeguarding Vulnerable Groups Act 2006 or any subsequent related legislation.

15. The Hirer shall document all accidents to people attending the event as soon as possible in accordance with RIDDOR Reporting of Injuries, Diseases and Dangerous Occurrences Regulations.
16. Lydd Town Council accepts no responsibility for any loss, injury (to person or property), death howsoever caused, in relation to the hiring of the Rype.

After the event

17. All temporary structures/and or floorcoverings erected on the Rype shall be removed the day following the conclusion of the event and period of hire.
18. The Hirer shall report any damage to the Rype and associated items and undertake to make good any damage to the Rype, its furniture such as benches, play equipment and planting at the Hirers cost by liaising with Lydd Town Council who will put you in contact with our approved contractor to carry out the work. If the Hirer fails to do this then the Town Council will undertake the work on your behalf and you agree to pay the cost of any such work as part of the Agreement. Any existing damage to the Rype and associated items should be brought to the attention of Lydd Town Council office before the event.
19. The Hirer shall collect and remove from the Rype any rubbish or refuse arising from the event.

Cancellation or alteration by the Hirer

20. The Hirer shall notify the Town Council in writing of any alteration to, or cancellation, of the booking at least 7 days in advance of the proposed hire date.
21. If an alteration to the hire date is requested by the Hirer, Lydd Town Council will make reasonable adjustments to accommodate the request. Priority will be given to any other pre-booked events.

Cancellation by Lydd Town Council

22. Lydd Town Council reserves the right to cancel your booking in the event of the above conditions not being complied with, unsuitable conditions on the Rype or severe weather conditions. The Hirer is responsible for obtaining if applicable alcohol and entertainment licences and Lydd Town Council will not accept any liability for non-compliance with regulations.

Data Protection

23. For the purposes of data protection the Hirer consents, by submitting their application, to Lydd Town Council processing their personal data in relation to the hire of the Rype. This will include including the details of the event and hirer on the events page of the Lydd Town Council website and a booking list circulated to Councillors for information.

Adopted by Lydd Town Council at their meeting 8 September 2025

LYDD TOWN COUNCIL

The Rype Hire Agreement

Introduction

Lydd Town Council manages and administers applications for use of the Rype and is responsible for its upkeep and maintenance. All requests to use the Rype for an event should be submitted on the following application form and sent to Lydd Town Council for consideration.

Terms of hire

- This agreement is made between Lydd Town Council and the Hirer (signatory to the agreement document) following consideration of the application and granting of permission for use for the event during the period as set out in the Hirers application below.
- The Hirer agrees to read and comply with the terms and conditions of hire for the Rype and the byelaws and regulations that apply at the time of hire.
- The Hirer must fully complete all sections of this Agreement and supply all supporting documents before the application can be considered by Lydd Town Council.

SECTION 1 – DETAILS OF HIRER

Hirer details	Please enter details below	Office use
Date of application		
Name of Hirer		
Name of Organisation		
Telephone Number		
Email address		
Postal address		
Mobile number for contact on day of event		
Permission to process your personal information	I agree that I have read and understand Lydd Town Council's Privacy notice. I agree by signing the consent box below that Lydd Town Council and its authorised representatives may process my personal information for the purposes of hiring the Rype. Details of the event and your contact details may be included on the Events page of the Lydd Town Council website and circulated to Councillors for information.	
Signature of hirer	Your signature _____ Date _____	

SECTION 2 – DETAILS OF EVENT

Details of your booking Please provide full details of the intended use of the Rype for your event. Please continue on a separate sheet if required.		
Dates and times required Please include full details of all dates and start and finish time which must include any setting up and clearing up times for the event.		
Do you intend to have any of the following at your event? Please circle yes or no below		
Fireworks	YES NO	
Marquee and or Gazebo	YES NO	
Bouncy Castle or similar inflatables	YES NO	
Fairground rides	YES NO	
Stalls	YES NO	
Alcohol	YES NO	
Music	YES NO	
Food	YES NO	
Animals	YES NO	
Closure of roads	YES NO	
If you have answered yes to any of the above, please ensure that you have arranged all suitable insurance and licences and informed the appropriate emergency services and support agencies.	Please list the required documents and their dates of cover and include the certificates with your application or advise the date that these will be supplied to the Town Council.	
First Aid Who will be responsible for First Aid in the case of medical need?	Please insert name of person and contact details or name of organisation.	

SECTION 3 – CHECKLIST TO BE COMPLETED BY HIRER

Please complete the following and return to Lydd Town Council and keep a copy for your records. If the required documents are not included at the time of submitting your application please include date they will be provided in right hand column.

DOCUMENTATION	HAVE YOU COMPLETED OR OBTAINED THESE? PLEASE INSERT YES OR NO	HAVE YOU PROVIDED COPIES TO LYDD TOWN COUNCIL? PLEASE INSERT YES OR NO IF NO PLEASE PROVIDE DATE BY WHEN YOU WILL SUPPLY
Read the Terms and Conditions and Completed the Hire form?		
Public liability insurance for the event (you or organiser)		
Event Risk Assessment		
Temporary Event Notices (TEN) for alcohol and music		
Road Closure Permission		
Review of anyone preparing and or serving food and compliance with relevant food health		
Fairground ride Health and Safety Risk Assessment and Guild Membership		
Permission to use Manor Road Pavilion for electricity, water, toilets etc		

To be completed by Hirer	
Print Name	
Signature	
Date	
To be completed by Lydd Town Council	
Date application received	
Proof of ID received and approved	
Supporting documents received	
Approved under delegated authority	
Application approved	
Name of Officer	
Signed	
Date	
Reported to Council (Date of meeting)	
Referred to Council for approval	
Meeting date application referred to	
Approved	
Councillors recorded votes	
Application refused	
Councillors recorded votes	
Date applicant advised – indicate email, letter	
In case of cancellation please indicate by Council or applicant and reasons and date of cancellation.	

Adopted by Lydd Town Council at its meeting on 8th September 2025.