MINUTES OF A LYMPSTONE PARISH COUNCIL ASSETS AND AMENITIES COMMITTEE MEETING HELD IN THE VILLAGE HALL AT 6.30PM ON TUESDAY 21ST OCTOBER 2025.

PRESENT:	
Councillors	D Atkins (DGA) (Lead Cllr), S Culhane (SC), S Francis (SF), R Gale-Hasleham (RGH), K Hill (KH), A Roberts (AR) and L Staddon (LS) (LPC Chair)
Clerk	Miss L Tyrrell
County Councillors	None
District Councillors	None
Public	None

Public session
No members of the public were present to comment.

AAC 25/10 Apologies
Cllr Payne due to other commitments.

RESOLVED that the apologies were accepted.
LS proposed. RGH seconded. Unan.

AAC 25/11 To receive any Declarations of Interest
None

AAC 25/12 Front Meadow
DGA reported that the wild meadow area had been cut and baled. The bales were due to be collected, and remaining areas would be strimmed. The strimming's would be collected and taken away. He explained that the PC would have to consider the future cost for the upkeep of this area. DGA suggested that at this time, the area should be cut regularly, cuttings could then be mulched instead of removed each time. SC shared concerns of the dock weeds coming back if the trimmings were not removed. SC would set up the first meeting of the new working group to investigate the area with the volunteers. DGA highlighted that a contractor could cut and take away the trimmings, but this would cost £700 each time. RGH referred to the S106 agreement and stated that a management plan between the developer and EDDC should have been agreed. KH explained that this had been agreed with slight modifications for tree planting and the access road surface. RGH asked if the plan was ever signed off and put in writing to LPC to agree? As if it hadn't been then the developer was in breach of the S106 and LPC should not be responsible for the cost. DGA explained that he had not been happy with the handover and LS added that LPC never raised this at the time of the physical handover with the developer. DGA felt a meeting with the management company was necessary. RGH felt that the developers could be held to account if the S106 had been breached. He added that there was a five-year period to act on this. LS shared a concern of whether LPC could afford to do this. SC felt that EDDC could challenge the developer. RGH reiterated that LPC should have been contacted in writing to maintain the area and clarify who was responsible for what. By default, the management company could be liable

for the cost to maintain the area. The Clerk reported that she had been in touch with the new S106 team at EDDC to raise queries. RGH again referred to the S106 and felt that EDDC must be asked if a final completion certificate was ever issued.

ACTION that the Clerk contact EDDC and request a copy of the certificate of completion for the area including maintenance.

ACTION that KH would contact the solicitor to check the documentation for LPC ownership was with the land registry.

RGH added that if conditions precedent were not adhered to then the S106 would be null and void.

KH explained that there was a Charity who worked with the Church and could take over the management of the car park. LS felt more information was necessary as there were so many open-ended questions to answer. KH added that LPC had agreed to a lease with the Church and the car park to which LS disagreed. KH felt the agreement could be a basis for an MoU. SC added that LPC agreed to a legal body overseeing any agreement written. LS highlighted that the Parochial Church Council did not support taking on the car park. She added that the Church had raised many questions which had never been answered. She also added that it had been previously agreed to have a sign 'Parking at owners' risk' during this time of discussions which had not been installed. SC felt the Charity could be explored but all correspondence must go through the Clerk.

RESOLVED that KH would contact the Charity for more information with the Clerk copied into all correspondence.
LS proposed. SC seconded. DGA, RGH, KH, AR supported. SF abstained.

LS raised a concern about the access road over the private road to the car park and who would pay for the resurfacing of this area in future. KH explained that LPC had a right over the private road and was not liable for any maintenance costs of the private road. RGH reiterated that if the S106 had not been properly implemented then by default, EDDC would maintain the land and charge the management company for the work. KH explained he had asked the management company to contact the Clerk with their contact details and would chase this up again.

AAC 25/13 Candys Field

SC reported that the PC had replied to Stephens Scown (SS) regarding their queries raised about the S106 for the EA's bio net gain project in Candy's Field. SC felt the Clerk should let the solicitor know of the restrictions for Candy's Field and the EDDC planning application number which had been approved for the Hub rebuild.

ACTION that the Clerk send the additional documentation to Stephens Scown.

SC had spoken to Chris Wilmoth (CW) from the EA and had asked for their Habitat Management Plan which would be forthcoming. This document would also be used with the contractor Parklife to maintain the trees for the next 30years. She explained that the Clerk had sent CW the quote from SS and he would be raising a purchase order to cover the legal fees.
SF shared her concerns of another S106 agreement and the mitigation of the future of trees survival and costs, for example what would happen after 30years? SC explained that the EA would reimburse LPC's costs for 30years.
DGA was opposed to any planting of trees in Candys Field. He was not against the planning application to improve the flood wall but was concerned with more trees being planted in the field. He added that space must be left for maintenance of the boundary hedges. SC explained that all this had been considered with Parklife's contract. AR asked if EDDC could be contacted to check that they were also content with the S106 agreement.

AAC 25/14 Primary School MoU

LS reported that there was no formal agreement with LPC and the Primary School using Candy's Field. KH circulated his draft MoU for LPC and the school and asked for comments and amendments to be sent to him to update it. KH highlighted the fact that the field was for all members of the public to use and not just the school. SC queried how much the grass cutting for the field was. The Clerk would circulate this information.

AAC 25/15 Cemetery

DGA reported that there was excess soil heaped in the top corner of the cemetery. This area needed clearing to allow for more space for the interment of ashes. He had asked the grave digger to move the soil back from the base of the hedge and onto the boundary bank.
DGA suggested that £10,000 from the budget be ringfenced for levelling graves with topsoil and grass seed. SC and SF felt this work was cosmetic rather than essential work. DGA explained that this work would need to be considered at some point in the future. AR felt it could be allocated as a reserve item on the budget rather than an immediate costed project. LT would circulate the risk assessment for all Cllrs to be aware of the health and safety issues in the cemetery.
RGH presented his comparative costs document for burial fees in the area.

RESOLVED that the cost of a purchase of a burial would be raised to £600.
RGH proposed. DGA seconded. Unan.

RESOLVED that the cost of a burial would be raised to £600 for a resident and £1200 for a non-resident.
RGH proposed. DGA seconded. Unan.

RESOLVED that the cost for an interment of ashes would be £325 for a resident and £650 for a non-resident.
LS proposed. RGH seconded. Unan.

It was unanimously agreed that the price increase would be implemented from 1st January 2026, and the costs would be reviewed every three years.

AAC 25/16 LPC Budget 2026/27

AR presented the most recent 2026/27 budget for LPC. He felt all the main headings were covered. He asked all members to read and review. It was unanimously agreed to hold a Finance and Advisory committee meeting on 6th November at 7pm.

AAC 25/17 Cliff Field

LS reported that the goal posts on Cliff field would not fit in the suggested space between the Scout hut and the football club storage container.

DGA explained that the dead elms along the hedge behind the goal posts still needed dealing with and the hedge must be cut back. LS suggested that the hedge was made safe but a 50/50 spilt for the cost was presented to the adjoining resident. DGA would take this offer to the resident and report back to Council.

AAC 25/18 Correspondence received

The Clerk read the correspondence received regarding dumped garden waste and herbicide used along Wotton bank. SC felt this was the responsibility of the EA. LS thanked Mr Tyrrell for his letter, and the Clerk was asked to contact Lympstone Water Quality Group for their findings of this issue.

AAC 25/19 Items for the next Agenda

Relocation of the bin from the bottom of School Hill.

Garden waste dumped into Candys Field from adjoining residents.

Clear debris in Candys field.

Meeting closed: **8.57pm**

Signed: Date: