



Ms Nicola Jones, Clerk,
Pagham Parish Council,
The Village Hall,
Pagham Road,
Pagham,
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Our Ref: P/97/15/PL

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28 September 2016

Please ask for:
Simon Davis
Planning Department
Direct Dial: 01903 737874

Dear Nicola,

Re: Application P/97/15/PL – Managed Breach of the Spit at Pagham Harbour

Thank you for your letter of the 19th September. I have read through its content and I note in particular that you consider it unclear as to why ADC would think that Pagham Parish Council (PPC) are the appropriate body to offer a bond in lieu of future maintenance works.

Our first reason for requesting this of you is on the basis that you have submitted the application. I would then refer you to the Further Information document (May 2016) submitted to us by APBmer on your behalf.

Paragraph 1.5.4 of that document sets out a key mitigation measure which is the ongoing maintenance of the breach. This states that in the event of a Red Light event (having regard to the proposed Traffic Light model), the Stakeholder Group will carry out post-construction shingle excavation/recycling work to maintain the breach open. Although it is accepted that the risk of the harbour closing as a result of the managed breach is likely to be very small, the risk remains and therefore there remains the need to ensure that works can be carried out in the future.

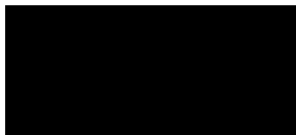
Such future maintenance works will have a financial cost and this is why we have asked PPC, as the applicants and as the proposer of this mitigation measure, to provide assurances that there will be sufficient funding in place to allow such future works to take place.

As you are aware, we have so far requested the payment of a bond to be held in abeyance pending the need within a 15 year period (this period being the length of the Marine Management Organisation's licence) to reopen the harbour. However, it is not necessarily the case that a sum of money needs to be provided upfront. Alternatively you could agree to enter into an insurance policy or put forward a guarantor to cover the need for future works.

If you are unable to agree to either of these options then perhaps you can suggest an alternative method of securing the funding to guarantee that any future works are able to take place. You may also wish to seek legal advice regarding the method of guaranteeing funding.

I trust that this clarifies our position and I look forward to hearing from you.

Yours sincerely,



Simon J Davis MRTPI
Principal Planning Officer

cc Chichester District Council
Marine Management Organisation
Natural England