

PAGHAM PARISH COUNCIL
The Village Hall, Pagham Road, Pagham, Bognor Regis PO21 4NJ

CLERK
Nicola Jones

CHAIRMAN
Cllr R Radmall

All correspondence to be addressed to the Clerk

Karl Roberts, Nigel Lynn, Simon Davis
Arun District Council
First Floor
Arun Civic Centre
Maltravers Road
Littlehampton
BN17 5LF

26th September 2016

Dear Sirs

Re: Application for a managed breach of the spit at Pagham Beach

Subsequent to a meeting on 23rd September at Pagham Parish Council chaired by MP Nick Gibb, it was proposed by Cllr Terence Chapman, that I should write to ADC in order to restate the Parish Council's position in respect of implementation of our proposed Coastal Defence Work. Previous correspondence has always confirmed the view that a continuing "partnership" between ADC and PPC should be promoted and endorsed in order for sea defences to be improved as an effective protection for the Pagham community.

The Parish Council has made the commitment to continue to raise funds, within constraints outlined by the Parish Clerk, which, together with contributions from the Pagham Flood Defence Trust, should assist in the provision for maintenance in line with the expectations expressed by the consultant company.

We believe that future maintenance falls within the beach management regime currently being implemented by the District Council, but as already stated, the community and Parish Council will continue to play their part, the latter within those legal constraints expressed by the Parish Clerk. The fact that PPC has managed to fund 4 consultant companies in the last 6 years and provide "community partnership funding" to ADC and EA totalling in excess of £250k during the last 6 years, bears witness to proven capacity in such endeavours. This letter is written in the expectation that further information outlining ADC's requirements in respect of maintenance funding will be forthcoming.

As the "window of opportunity" to implement the "community scheme" has now sadly passed due to the various delays in respect of consent, it is clear that we must continue the ADC/PPC partnership ethic to secure beach management in the face of the winter storm season. In that connection we would be pleased to take up the proposal for "workshop meetings" to discuss the way forward in securing "flood resilience" for that period. As before, we hope to continue to provide practical assistance via our volunteer group and local contractors, B&M Plant Ltd, who have given timely assistance when essential.

Please confirm that these assurances are acceptable and remain in conformity with your plans and expectations.

Yours faithfully



Ray Radmall
Chairman
Pagham Parish Council

Sandra Edwards

From: Pagham Parish Council [REDACTED]
Sent: 16 November 2016 12:55
To: Simon Davis
Cc: [REDACTED]
Subject: RE: P/97/15/PL - Pagham Harbour managed breach

Dear Simon

Thank you for your email. Following receipt of your letter the Parish Council has been exploring various options to provide a bond for future maintenance works. We have been speaking to a potential guarantor but arranging a meeting to discuss the full terms is proving difficult. We are also following up other options including taking out our own insurance or utilizing the insurance cover of the contractor who undertakes the work. You will appreciate from our previous correspondence that the measures you are asking the Parish Council to put in place are extremely difficult given the statutory constraints we work within, and therefore it is taking longer than any of us would like to provide a response to you. We would anticipate being in a position to update you next week.

Kind regards

[REDACTED]

Nicola Jones
Clerk & RFO
Pagham Parish Council
[REDACTED]

From: Simon Davis [REDACTED]
Sent: 15 November 2016 16:38

[REDACTED] (k)

Subject: P/97/15/PL - Pagham Harbour managed breach

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I look forward to hearing from you.

Kind Regards

Simon J Davis BA (Hons) DipTp MRTPI | Principal Planning Officer, Planning Department, Arun District Council |
Location: 1st Floor, Arun Civic Centre, Maltravers Road, Littlehampton, BN17 5LF
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From: Pagham Parish Council [REDACTED]
Sent: 19 December 2016 12:18
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Would it be possible for you to supply a draft of the s106 agreement to the Parish Council? This may help me understand more fully how you think this can work.

I am in the office until 12.30 today and then again all day on 21st December, after that the office will be closed until 4th January 2017. If you can let us have anything later today or tomorrow for review on Wednesday we would be very grateful.

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From: Simon Davis [REDACTED]
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[REDACTED]

Subject: RE: P/97/15/PL - Insurance for future maintenance costs

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However, I cannot consider this proposal unless it is formally proposed by the Parish as applicants. Therefore, if you are all in agreement, please write back to propose this suggestion and then I will seek advice from all parties as to whether we can proceed on this basis.

Kind Regards

Simon J. Davis BA (Hons) DipTq MRTPI | Principal Planning Officer, Planning Department, Arun District Council |
Location: 1st Floor, Arun Civic Centre, Maltravers Road, Littlehampton, BN17 5LF

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From: Pagham Parish Council [REDACTED]
Sent: 14 December 2016 13:24
To: Simon Davis
Cc: [REDACTED] 'Robin Henderson'
Subject: P/97/15/PL - Insurance for future maintenance costs

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I trust this assists you to understand our position here. I believe you are speaking to Robin Henderson about possible alternative solutions to the matter.

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From: Pagham Parish Council [REDACTED]
Sent: 08 March 2017 15:17
To: Simon Davis
Cc: [REDACTED]
Dawn Salter
Subject: RE: P/97/15/PL Pagham Spit - Future Maintenance Costs

Dear Simon

Thank you for your email below. It is helpful to have an opportunity to comment on the Parish Council's position.

The situation is as set out in the Council's letter to you of 19th September 2016. The Parish Council has no specific power to undertake maintenance, or indeed initial works, on the spit other than through the power of wellbeing available under s137 of the Local Government Act 1972. This essentially allows a Council to spend up to a prescribed limit on projects for which it has no other specific power. Projects funded under s137 must meet certain prescribed tests in relation to commensurate benefit to the community. For Pagham in 2016/17 the total spend available for projects under s137 is around £36k in any one financial year. Taking this to its conclusion, if the cost of maintenance for a blockage is in the region of £50,000, Pagham Parish Council could not pay for the work as it has no power to spend that amount of money in one year on a project for which it has no specific power. Building up a fund of £50,000 in its own account would therefore be inappropriate as it could not be spent on its intended purpose.

The Parish Council has expressed its willingness to contribute towards any maintenance requirement, but budgets are agreed year on year, and where spend is envisaged utilizing s137 it is not possible to say with absolute certainty that £10,000 would be allocated every year. I could not therefore recommend to the Council that they pass a resolution which required this, or that asked for a fund of £50,000 to be provided in the Parish Council's accounts. The Council would also have to consider the tax burden being placed on its residents for other costs and services and any other government regulation around the level of increase in precepts.

Your proposed wording would also oblige the Council to fund the works if the harbour were to block after, say, 2 years when it would not have amassed sufficient funds to undertake the works.

The Parish Council could consider a resolution which agreed to look at making a contribution towards maintenance costs on an annual basis but without binding it to any agreed amount in any given year. This has not been put to the Council but I have indications it might receive sufficient support. The Parish Council would also, for the practical reasons outlined above, need to pass such monies over to another body which could spend it if required. The Council would again need to be mindful of its s137 restriction when making payments.

It would seem logical that the party contracting for the work to be done should be responsible for the maintenance, not least because it could ensure a clause dealing with maintenance for 5 years was included in the contractual terms for the works. It is worth bearing in mind that the Parish Council will not be the party that contracts for the work, for the restrictions on spending outlined above. There has been much discussion of the use of a Community Interest Company as the contracting party and the Council has resolved that if necessary, it would step down as applicant in favour of a CIC formed for the purpose of carrying out the proposed works. It would seem to me that this is a very logical step and assurances regarding maintenance costs could be sought from the CIC, possibly through its relationship with the Pagham Flood Defence Trust if necessary. Any contributions the Parish Council wished to make would then be passed to the CIC or even the Trust as appropriate.

I trust this is of assistance.

Kind regards

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From: Simon Davis [REDACTED]
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Dear Nicola,

I thought I should write to you as I am being told of things concerning the Parish by other parties and it would be helpful to have these confirmed by yourself.

As you are aware, we have been trying to find a way for you the applicants to provide a legal guarantee that there would be funding in place should the harbour need to be reopened within a 5 year period of the works to cut the spit. For various reasons, none of the options that we have come up with have been acceptable or possible. Therefore, in order to try to bring this matter to a close, we agreed internally that we would write to Pagham Parish Council to request that they make a formal Council resolution that there will be monies in place to fund any necessary maintenance of the harbour opening. We would then trust that the Parish Council would honour this resolution if/when the time comes.

We were not going to write to you until we had first agreed this approach with Natural England, with Chichester District Council and with our own legal advisers. We have now had agreement from Natural England and from Chichester but not yet from our legal adviser. However, I am now being told that the Parish Council will not agree to this request and I am therefore writing to you to confirm this.

The Parish Council has previously written to advise that *"The Parish Council has made the commitment to continue to raise funds, within constraints outlined by the Parish Clerk, which, together with contributions from the Pagham Flood Defence Trust, should assist in the provision for maintenance in line with the expectations expressed by the consultant company"*. In addition, in a letter from your agent, Colin Scott of APB Mer to Robin Henderson dated 01 December 2016 and copied to all parties including Natural England, it was stated that Pagham Parish Council would be able to set aside £10,000 per year (over the 5 year period) for management and mitigation works.

The resolution that we are seeking only need reference the £50,000 over 5 years figure.

Please could you therefore advise of the Parish Council's position on this matter and whether the Parish would be able to make a formal resolution.

Kind Regards

Simon J Davis MRTPI | Principal Planning Officer, Planning Department, Arun District Council |
Location: 1st Floor, Arun Civic Centre, Maltravers Road, Littlehampton, BN17 5LF
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