



ASHFORD
BOROUGH COUNCIL

Delivery, Monitoring & Council's Costs Reimbursement Topic Paper

of the Local Planning Authority in respect of:

Land at Chilmington Green, Ashford Road, Great Chart, Ashford, Kent

Appeals by:

Hodson Developments (Ashford) Limited; Chilmington Green Developments Limited;
Hodson Developments (CG ONE) Limited; Hodson Developments (CG TWO)
Limited; and Hodson Developments (CG THREE) Limited.

Against the failure to determine applications to modify or discharge obligations contained in the S.106 agreement dated 27 February 2017 attached to planning permission ref: 12/00400/AS (as amended by a Supplement Agreement dated 29 March 2019 and a deed of variation dated 13 July 2022).

Appeal References: APP/W2275/Q/23/3333923 & APP/E2205/Q/23/3334094

Ashford Borough Council References: AP-90718 & AP-90647

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Appendices

- A Letters from the Council's Quality Monitoring Officer to the appellant dated 14 May 2024, 30 September 2024 and 10 January 2025.
- B Schedule of non-compliance with the Agreement to date

1.0 Introduction

- 1.1 This Topic Paper is submitted on behalf of the Local Planning Authority – Ashford Borough Council (“the Council”) and concerns the modifications proposed to Schedules 26, 28 and 29 of the Chilmington Green S.106 Agreement (“the Agreement”) which secures financial payments to enable the Council to (1) monitor the Agreement (2) monitor the quality of the Chilmington Green development (the “Development”) (3) have some financial security for payment/delivery of the obligations.
- 1.2 This Topic Paper also concerns the obligations to contribute towards the Council's legal costs – this relates to Schedules 6, 7, 8, 9, 10 & 12 of the Agreement.
- 1.3 In addition, this Topic Paper provides details of the obligations within the Agreement that have been complied with to date, and those that have not been complied with and responds to the appellant's requests for payments that have already made to be refunded.

2.0 The Requirements of the Agreement

Quality Agreement

- 2.1 Schedule 26 of the Agreement secures the payment of monies to the Council to be used for “*staff and related costs to monitor the quality of the Development, including the Chilmington Green Quality Agreement, Design Code and any other submitted or agreed materials specifications, design briefs, specifications, construction management plan, waste management plan, liaison with the CMO and local residents*” (Schedule 26, paragraph 4). This contribution comprises two parts:
- i. a total of £760,000 index linked to be paid to the Council in 19 instalments of £40,000, index linked. The first payment is due no later than 299 dwelling occupations and the final payment is due no later than 5699 dwelling occupations (Schedule 26, paragraph 1 & 2.3 - 2.21).
 - ii. a maximum of £840,000 index linked to be paid to the Council – comprising (1) a payment of £80,000 index linked on the first anniversary of the commencement of the Development (Schedule 26, paragraph 2.1) (2) a payment of £40,000 index linked on each of the subsequent 19 anniversaries of the commencement of the Development until either the Development has been completed or until a total of £760,000, index linked, has been paid, whichever occurs first (Schedule 26, paragraph 2.2). The payment of each £40,000 is conditional on at least 50 dwellings

having been constructed in the preceding 12 months. In the event that fewer than 50 dwellings have been constructed during that period, the amount is reduced to £20,000 index linked instead (Schedule 26, paragraph 3).

2.2 To date, the triggers for eight instalments of the Quality Agreement contribution have been reached, as follows:

- i. the payment of £40,000 index linked due no later than 299 dwelling occupations (Schedule 26, paragraph 1.1). This payment was due on or before 1 October 2023, however, to date this payment, and the associated indexation, has not been paid.
- ii. the payment of £80,000 index linked due on the first anniversary of the commencement of the Development (Schedule 26, paragraph 2.1). This payment was due on or before 5 June 2018 and was paid by the appellant on 3 September 2018. However, to date the associated indexation payment has not been paid
- iii. six further annual anniversary payments of £40,000 index linked (Schedule 26, paragraph 2.2). The second and third anniversary payments were reduced to £20,000 due to fewer than 50 dwellings being constructed in the preceding 12 months. The second; third; fourth and fifth anniversary payments were due on the 5 June 2019; 5 June 2020; 5 June 2021 and 5 June 2022 respectively. These four instalments were withdrawn from the Developers' Contingency Bank Account – Council on 6 March 2023 under the terms of the Settlement Agreement (CD1/17). However, to date the indexation payments associated with all four instalments has not been paid. The sixth and seventh anniversary payments were due on the 5 June 2023 and 5 June 2024 respectively. To date neither of these instalments, or the associated indexation, have been paid.

Monitoring Fee

2.3 Schedule 28 of the Agreement secures the payment of monies to the Council to be used for monitoring compliance with the Agreement and the planning conditions, including liaison with interested parties, attendance at CMO meetings and reviewing viability under Schedule 23 (Schedule 28, paragraph 4)). This contribution comprises two parts:

- i. a total of £475,000 index linked to be paid to the Council in 19 instalments of £25,000, index linked. The first payment is due no later

than 299 dwelling occupations and the final payment is due no later than 5699 dwelling occupations (Schedule 28, paragraph 1 & 2.2 – 2.20).

- ii. a maximum of £525,000 index linked to be paid to the Council – comprising (1) a payment of £50,000 index linked on the first anniversary of the commencement of the Development (Schedule 28, paragraph 2.1) (2) a payment of £25,000 on each of the subsequent 19 anniversaries of the commencement of the Development until either the Development has been completed or until a total of £475,000, index linked, has been paid, whichever occurs first (Schedule 28, paragraph 2.2). The payment of each £25,000 is conditional on at least 50 dwellings having been constructed in the preceding 12 months. In the event that fewer than 50 dwellings have been constructed during that period, the amount is reduced to £12,500 index linked instead (Schedule 28, paragraph 3).

2.4 To date, the triggers for eight instalments of the S.106 Agreement Monitoring contribution have been reached, as follows:

- i. the payment of £25,000 index linked due no later than 299 dwelling occupations (Schedule 28, paragraph 1.1). This payment was due on or before 1 October 2023, however, to date this payment, and the associated indexation, has not been paid.
- ii. the payment of £50,000 index linked due on the first anniversary of the commencement of the Development (Schedule 28, paragraph 2.1). This payment was due on or before 5 June 2018 and was paid by the appellant on 3 September 2018. However, to date the associated indexation payment has not been paid
- iii. six further annual anniversary payments of £25,000 index linked (Schedule 28, paragraph 2.2). The second and third anniversary payments were reduced to £12,500 due to fewer than 50 dwellings being constructed in the preceding 12 months. The second; third; fourth and fifth anniversary payments were due on the 5 June 2019; 5 June 2020; 5 June 2021 and 5 June 2022 respectively. The second instalment was paid by the appellant on 24 February 2020, however, to date the associated indexation payment has not been paid. The third, fourth and fifth instalments were withdrawn from the Developers' Contingency Bank Account – Council on 6 March 2023 under the terms of the Settlement Agreement (CD1/17). However, to date the indexation payments associated with all three instalments has not been paid. The sixth and seventh anniversary payments were due on the 5 June 2023 and 5 June 2024 respectively. To date neither of these instalments, or the associated indexation, have been paid.

Bank Accounts

2.5 Schedule 29 relates to the following three bank accounts:

- i. Developer's Contingency Bank Account – Council
- ii. Council Contributions Bank Account
- iii. Developer's Capital Bank Account – Council

2.6 **Developer's Contingency Bank Account – Council** – in accordance with Schedule 29, paragraph 1 of the Agreement the appellant is required to pay £2,966,902 into this bank account prior to the commencement of the Development. The Agreement requires that up to a specified number of dwelling occupations the total amount deposited within this bank account should not fall below a specified amount – this is defined as the 'Council Minimum Balance' – refer to Table 1 below (Definitions, paragraph 1.1).

Council Minimum Balance	Dwelling Occupations
£2,966,902	5474
£2,735,951	5475 - 5549
£1,039,251	5550 - 5624
£757,902	5625 - 5699
£35,021	5700 - 5749
0`	5750 or upon completion of the Development if completed with fewer than 5750 dwellings

Table 1: the minimum balance to be held in the Developer's Contingency Bank Account - Council

2.7 If the Council is paid monies from the Developers' Contingency Bank Account – Council so that the balance of the account falls below the Council Minimum Balance, then no further dwelling occupations are permitted from that date until the appellant has deposited monies into the bank account to return the 'Council Minimum Balance' (Schedule 29, paragraph 2).

2.8 £2,966,902 was paid into the bank account by the appellant and, on 6 March 2023, £817,500 was withdrawn from the account and paid to the Council under the terms of the Settlement Agreement (CD1/17). The amount withdrawn comprised a payment of £767,500 to resolve a number of the breaches of the Agreement that had occurred up to 10 February 2023 and a payment of £50,000 which is to be held by the Council and used to fund a Chilmington Green residents' town centre parking scheme proposed as a temporary measure because the bus service had not been brought into operation.

- 2.9 Although Schedule 29, paragraph 2 has, ever since the withdrawal from the bank account on 6 March 2023, required the Appellant to restore the Council Minimum Balance in the bank account (by paying in £817,500) to permit further dwelling occupations to take place, the Settlement Agreement (CD1/17) suspended this obligation, while the Settlement Agreement remained in force, until one of the events (1), (2) or (3) listed in its clause 2.2 occurred. Events (1) and (2) did not occur, as the appellant lodged this Appeal before the Council had issued a decision on "Application No.2". However, the date (28 May 2024) in event (3) has now passed, and the saving provision specified does not apply because as just mentioned, this Appeal was not brought within 28 days after the Council had issued a decision on "Application No.2". Therefore, the appellant has been required since 28 May 2024 to, inter alia, restore the Council Minimum Balance to permit further dwelling occupations to take place (Schedule 29, paragraph 2, and see clause 2.4(ii) of the Settlement Agreement).
- 2.10 **Council Contributions Bank Account** – in accordance with Schedule 29, paragraphs 3 & 4 of the Agreement, the appellant is required to pay all the financial contributions that are payable to the Council in accordance with the Agreement into this bank account in advance of their use by the Council. The triggers (dwelling occupations) by which each payment is required to be made are set out in Schedule 29A of the Agreement. The triggers in Schedule 29A are in advance of the triggers for payment stipulated in each relevant schedule in the Agreement. In addition, Schedule 29, paragraphs 5 & 6 of the Agreement requires the corresponding indexation payment to be paid to the Council in accordance with Schedule 29B.
- 2.11 In accordance with Schedule 29, paragraph 7 of the Agreement, the Council is required to pay money received in accordance with Schedule 29 into the Council Contributions Bank Account, however as explained above and in the Council's other Topic Papers dealing with financial contributions, the appellant has not made any payments in advance under Schedule 29. Indeed, almost all those payments that have been made by the appellant to date have been late, and many are still outstanding in whole or in part. In accordance with Schedule 29, paragraph 8 of the Agreement, the Council is not permitted to withdraw any money from the Council Contributions Bank Account (other than interest) otherwise than in accordance with the triggers (dwelling occupations) set out in Schedule 29C. However, to date this has not been relevant for the reasons explained above.
- 2.12 This obligation relates to the following financial obligations: - CMO start up funding; public art; early community development; discovery park masterplan; CMO deficit grant; s.106 monitoring fee; quality monitoring; cemeteries; RIF.

- 2.13 **Developer's Capital Bank Account – Council** – in accordance with Schedule 29, paragraph 10 of the Agreement, the appellant is required to pay the amounts specified in Schedule 29D of the Agreement into this account at the triggers (dwelling occupations) specified. The amounts correspond with the total capital cost of the community assets or infrastructure to be provided as specified in the relevant schedule in the Agreement. The Council is permitted to use the monies in the account if the appellant does not provide on the Chilmington Green site (the "Site") each of the community assets or infrastructure required by the triggers set out in the Agreement (Definitions, paragraph 1.1).
- 2.14 This obligation relates to the following community assets that the appellant is required to provide on the Site: - bus service; children and young people's play space; CMO second operating premises; informal/natural green space; allotments; the Hamlet facilities; CMO Commercial Estate; community hub; Discovery Park (strategic park; sports facilities; strategic playspace).
- 2.15 A payment of £900,000 relating to the first instalment of the bus service subsidy was due to be paid into the bank account on or before 1 March 2021 and a payment of £235,013 relating to the provision of the first children and young people's playspace was due to be paid into the bank account on or before 1 October 2023. The bank account has been opened but its balance has always been zero. Neither of these payments have been made into the bank account.

Council's Legal Costs

- 2.16 The appellant is required to pay a contribution of £1000 index linked towards the Council's legal costs associated with considering the draft transfer from the appellant to the CMO of the community assets that are required by the Agreement to be delivered on the Site by the appellant and transferred to the CMO, in the event that the appellant and the CMO are in dispute and cannot reach agreement on the terms of the transfer.
- 2.17 This obligation relates to the following community assets: - informal/natural green space (Schedule 6, paragraph 2); the Hamlet facilities (Schedule 7, paragraph 2); children's and young people's playspace (Schedule 8, paragraph 2); allotments (Schedule 9, paragraph 2); Discovery Park sports facilities, strategic park and strategic playspace (Schedule 10, paragraph 1.2); community hub (Schedule 12, paragraph 2).
- 2.18 To date, none of the dwelling occupation triggers for these payments to be made have been reached.

3.0 The Continuing Purpose

Quality Agreement

- 3.1 Chapter 11, Part D of the Chilmington Green Area Action Plan (the “AAP”) highlights the importance of “delivering a high quality new community at Chilmington Green over 25 years and beyond” (CD4/2, paragraph 11.49, page 122). Paragraph 11.52 of the AAP identifies the ‘Quality Agreement’ (now referred to as the ‘Quality Charter’) that is intended to “*underpin the detailed planning for Chilmington Green and support the site-wide design code. It will be a firm commitment – from the outset- that quality will be at the heart of development at Chilmington Green. It will build upon the objectives, vision and policies contained within this AAP and will also take on board the garden suburb principles*” (CD4/2, page 122)
- 3.2 Paragraph 11.53 of the AAP identifies the importance of the quality aspirations actually being delivered on the ground (CD4/2, page 122) and paragraph 11.55 highlights that monitoring will play an important role in maintaining quality at Chilmington Green (CD4/2, page 123). Paragraph 11.56 highlights that the quality control measures “*will ensure that there is no degradation in the eventual built product from the quality aspired to through this AAP, whoever the developer is and however long the development takes to fully build out*” (CD4/2, page 123)
- 3.3 The appellant signed up to the Chilmington Green Quality Charter which contains 32 “commitments to help make a great place”. The Quality Charter “*is not a formal legal agreement but is a statement of intent and a set of practical steps that both parties are committed to. The intention is that these will apply not just to the current developers but also to future house-builders working at Chilmington Green*” (CD4/5).
- 3.4 The planning committee report for the outline planning application (CD6/1) highlights that it is “*extremely important to ensure that the high quality of design, layout and public realm is maintained throughout the development if the long term vision and aspirations for Chilmington Green are to be met*”. The report identifies that “*the motivation for producing the Quality Agreement stemmed from two main sources: (1) a desire to make sure that the high ambition set in the AAP is achieved and commitment to this secured amongst all key players; (2) a concern with the delivery quality of previous major developments, in terms of build quality, poor execution of works to landscaping and the public realm and limited resident influence over how schemes are delivered and managed*” (CD6/1, paragraph 384 – 385, page 1.215).

- 3.5 The planning committee report identifies that the purpose of the Quality Agreement contribution to be paid for the duration of the Development to enable *“a new level of control over build quality can be achieved both for homes and the wider public environment outside the home. Over time the intention is to consolidate a ‘virtuous circle’ where better quality build and a nicer place to live creates stronger market interest, higher returns for developers and a stronger community. When combined with the excellent maintenance and management of community assets and green space that will arise from the operation of the Community Management Organisation, there is every reason to believe that a place of real and lasting quality will be created at Chilmington Green. All this will encourage a self-sustaining, high quality place”* (CD6/1, paragraph 391, page 1.217).
- 3.6 The Ashford Local Plan also supports this approach, stating in paragraph 2.172 that *“if good design is undermined during the construction process then any amount of good design on paper can be undone”*. Paragraph 2.173 continues *“creating great places demands an attention to detail and care in construction. The Council has had too many examples of poor delivery on site which lets down residents and undermines the quality of place aspired to in Ashford. As a result a ‘Quality Monitoring Initiative’ has been set up which involves specialist officers working with site managers to regularly check that schemes are being delivered correctly. Spotting any issues early will reduce the risk of repetitive mistakes being made and the costs of putting things right. Developers are encouraged to work with the Council in this way to the mutual benefit of all parties.”* (CD4/1, page 40).
- 3.7 The Quality Agreement contribution provides the Council with the appropriate resource to ensure the Development is delivered to the level of design quality envisaged in the AAP, the Chilmington Green Design Code (CD4/7) and the outline planning permission.
- 3.8 The Council has recruited a ‘Quality Monitoring Officer’ to meet the Council’s obligations in respect of Schedule 26, Paragraph 4. The role of this officer is to monitor on-site build quality to identify and tackle build issues before they become problems; to deliver a ‘joined up’ service to provide a co-ordinated pattern of approval and monitoring; to hold reviews with developers /site managers and local residents to capture and respond to any issues arising; and to review compliance with and discharge of planning conditions.

Monitoring Fee

- 3.9 Paragraph 180 (Reference ID: 25-180-20190901) of the National Planning Practice Guidance (the “NPPG”) states that *‘Authorities can charge a monitoring fee through section 106 planning obligations, to cover the cost of*

monitoring and reporting on delivery of that section 106 obligation. Monitoring fees can be used to monitor and report on any type of planning obligation, for the lifetime of that obligation'. The NPPG continues "fees could be a fixed percentage of the total value of the section 106 agreement or individual obligation; or could be a fixed monetary amount per agreement obligation (for example, for in-kind contributions). Authorities may decide to set fees using other methods. However, in all cases, monitoring fees must be proportionate and reasonable and reflect the actual cost of monitoring. Authorities could consider setting a cap to ensure that any fees are not excessive".

- 3.10 Para 3.10(vi) of the AAP (CD4/2, page 20) identifies that regular monitoring arrangements will need to be put in place *"that can critically assess progress on achieving the shared vision over the development programme, and prompt corrective actions where needed"*. This is reflected in the delivery strategy set out in Chapter 11 and Policy CH22 of the AAP.
- 3.11 The monitoring fee provides the Council with the appropriate resource to monitor the S106 agreement to ensure compliance over the lifetime of the planning obligations.

Bank Accounts

- 3.12 The payments required by the Agreement into the Developer's Contingency Bank Account – Council and the Developer's Capital Bank Account – Council provide the Council with security of funding to provide for the timely delivery of infrastructure to support the Development if the appellant fails to meet their obligations in the Agreement. This ensures that the Chilmington Green community is provided with the community facilities and services they need and that a sustainable development is delivered in a timely manner.
- 3.13 The purpose of the obligations to pay into the Council Contributions Bank Account in advance of the actual due dates is to provide certainty to the Council that the financial obligations will be paid by the appellant in a timely manner so that the Council is able to meet its obligations in the Agreement. The history of payments made, and not made, by the appellant shows that this is a useful purpose.
- 3.14 Recital U. to the Agreement records the fact that the security provisions within the Agreement were one of the main reasons why the Council and the County council agreed to the Agreement taking the unusual approach that landowners other than the appellant are not bound by obligations to pay money, but only by negative obligations preventing occupations - and only the appellant is bound by the Positive Planning Obligations to Pay (hence being known as 'Paying Owners') (see clause 2.11 of the Agreement).

Council's Legal Costs

- 3.15 The contribution towards the Council's legal costs to consider the transfer from the appellant to the CMO of the community assets enables the Council to take specialist legal advice upon the wording and any dispute that has arisen between the appellant and the CMO, and if appropriate to approve the transfer terms so that the asset transfer can proceed. Without this payment the Council's legal costs would have to be paid for out of the public purse.

4.0 Relevant Planning Policy & Guidance

- 4.1 Chilmington Green Area Action Plan Policy CG1(a) Chilmington Green Development Principles – seeks to deliver well designed, safe and accessible, high quality, sustainable development (CD3/1/1, page 21).
- 4.2 Chilmington Green Area Action Plan Policy CG22 Phasing, Delivery and Implementation – states that the council will monitor the delivery of development at Chilmington Green against established qualitative benchmarks and other agreed plans, briefs and codes, to ensure that the quality aspirations established within the AAP are delivered and maintained (CD3/1/1, page 124).
- 4.3 Local Plan Policy SP1 Strategic Objectives – includes the requirement to create the highest quality design, which is sustainable, accessible, safe and promotes a positive sense of place through the design of the built form, the relationship of buildings with each other and the spaces around them, and which responds to the prevailing character of the area (CD4/1 page 6).
- 4.4 Local Plan Policy SP6 Promoting High Quality Design – sets out that developers are strongly encouraged to participate in the Council's 'Quality Monitoring Initiative' which works to make sure that the approach agreed to design quality when planning permission is given is delivered on site. CD4/1 page 40).
- 4.1 Paragraph 77 of the NPPF refers to 'planning for large scale development' and in this context states that local planning authorities should "*set clear expectations for the quality of the places to be created and how this can be maintained (such as by following Garden City principles); and ensure that appropriate tools such as masterplans and design guides or codes are used to secure a variety of well-designed homes to meet the needs of different groups in the community*".
- 4.2 Paragraph 131 of the NPPF states that "*the creation of high quality, beautiful and sustainable buildings and places is fundamental to what the planning and development process should achieve. Good design is a key aspect of*

sustainable development, creates better places in which to live and work and helps make development acceptable to communities. Being clear about design expectations, and how these will be tested, is essential for achieving this."

- 4.3 Paragraph 140 of the NPPF states that "local planning authorities should seek to ensure that the quality of approved development is not materially diminished between permission and completion, as a result of changes being made to the permitted scheme (for example through changes to approved details such as the materials used)".

5.0 The Proposed Modifications

- 5.1 In summary, the appellant seeks the following modifications to the Agreement.

- 5.2 **Quality Agreement** – delete Schedule 26 in its entirety (CD2/14, request 111).

- 5.3 **S.106 Agreement Monitoring** – (1) reduce the 19 payments of £25,000 at each 300 occupations to 19 payments of £5000 (2) delete in their entirety the payments required on each anniversary of the commencement of the Development until the Development is complete or until a total of £475,000 index linked has been paid, whichever comes first (3) include a new obligation for the Council to provide evidence to the appellant (in the form of a schedule of monitoring activities carried out) which demonstrates that the payment reasonably reflects the costs which the Council will incur before the next payment is due in performing the tasks described in paragraph 4. (N.B, paragraph 4 requires the Council to only use the monies for monitoring compliance with the Agreement and the planning conditions, including liaison with interested parties, attendance at CMO meetings and reviewing viability under Schedule 23) (CD2/14, request 112).

- 5.4 **Bank Accounts** – to delete in their entirety the obligations relating to the Developers' Contingency Bank Account – Council and the Developers' Capital Bank Account – Council and for the monies deposited in the 'Developers' Contingency Bank Account – Council' to be paid to the appellant (CD2/14, request 113 - 116).

- 5.5 **Council's Legal Costs** – delete the obligation to contribute to the Council's legal costs associated with considering the draft transfer from the appellant to the CMO of the informal/natural green space (Schedule 6); the Hamlet facilities (Schedule 7); children's and young people's playspace (Schedule 8); allotments (Schedule 9) and the Community Hub (Schedule 12). The appellant proposes to retain the obligation to contribute to the Council's legal costs in respect of the obligations relating to Discovery Park (Schedule 10) (CD2/14, request 28; 33; 39; 46; 63).

6.0 Appraisal of the Proposed Modifications

Quality Agreement

- 6.1 This obligation is reflective of the actual costs of monitoring. It is evident from the work undertaken by the Council's Quality Monitoring Officer to date that some elements of the Development are not being delivered in accordance with the design quality depicted on the approved drawings. Copies of letters sent by the Quality Monitoring Officer to the appellant which set out some of the quality issues already identified at the Development are provided in Appendix A to this topic paper. Unfortunately, despite sending these letters and following up with e-mails no response to the points raised has been received from the appellant
- 6.2 It is evident that the role of quality monitoring is crucial to ensuring that a high quality development is delivered. The discharge of this obligation would mean that the Council would not have the financial resource to maintain the Quality Monitoring Officer role and the quality of the Development would go unchecked.
- 6.3 It is not the case that all the documents, referred to in Schedule 26, paragraph 4 of the Agreement, that the Council is required to use the monies paid to monitor - *"are submitted in any event as part of the reserved matters applications or discharge of planning conditions and the planning fee should cover any review"* as the appellant states (CD2/14, request 111).
- 6.4 For example, the Design Brief and Specifications to be submitted by the appellant for each of the Community Assets are submitted independent of and prior to the submission of the associated reserved matters application. The appellant is not required by the Agreement to pay a separate fee to the Council for the work undertaken to review, agree and monitor each Design Brief and Specification submitted by the appellant. The planning fee associated with the reserved matters applications submitted at a later date does not cover the cost of this work. If the Quality Agreement obligation is discharged, then the cost of undertaking these tasks would have to be paid for out of the public purse. In the case of the Design Briefs and Specifications, the Council has already undertaken work on these in relation to the CMO First Premises and the first children and young person's play space.
- 6.5 The appellant states that Building Control would also attend the Site and could undertake monitoring. However, there is no obligation that the Council's Building Control team be appointed to provide Building Control services for the Development. For the majority of land parcels to date, the Council's Building Control team has not been appointed. In addition, Building Control is a cost

recovery service of the Council and therefore separate fees would need to be paid and the remit of Building Control is different to that of Planning.

Monitoring Fee

- 6.6 The Appellants acknowledge that this obligation potentially serves a useful purpose, however, they are of the view that the contributions are “disproportionate in scale”.
- 6.7 The contributions are proportionate to the scale and nature of the Development given the scale and complexity of the Development and the accompanying S.106 Agreement, which comprises 50 Schedules, and planning conditions, which for the outline planning permission alone total 103. The Agreement provides for a very wide range of onsite and off-site community assets and infrastructure to be provided, a minimum of 575 units of affordable housing, the creation and financing through a variety of means of the CMO, and financial contributions totalling well over £100m. plus indexation. The monitoring of the Agreement and the planning conditions is not a simple and straightforward task and requires/ will require a significant resource over a long period of time. The reduction in the amount to be paid proposed by the appellant is significant, equating to a reduction of circa 85%. This would result in insufficient funds being available to enable the Council to properly monitor the S106 Agreement and planning conditions to the detriment to the delivery of the Development.

Bank Accounts

- 6.8 The appellants non-payment of some of the financial obligations by the date they were due in accordance with the Agreement has required the Council to seek the funds due from the ‘Developers’ Contingency Bank Account – Council’ to ensure that the required community infrastructure can be delivered. The ability for the Council to do this meant that the Council did not have to embark on enforcement proceedings, which can be lengthy and costly. The bank accounts provide the Council with some certainty that funds, that are in the hands of a third party, can be accessed in a timely manner to rectify breaches of the Agreement.
- 6.9 If a developer is progressing with a Development in accordance with a S.106 agreement, then this account should not be required, and monies should only need to be removed from the account as a last resort. The monies deposited into the account are not “additional” monies to spend and if they are not required the monies are returned to the developer on completion of the development. The fact that the Council has already had cause to seek redress from the ‘Developers’ Contingency Bank Account – Council’ at such an early stage in

the Development demonstrates that the obligation continues to serve a useful purpose.

- 6.10 The Council does not agree that it is sufficiently secured by the paying owners covenants because the time it can take to pursue enforcement action against non-compliance with a S106 is such that any non-compliance would cause significant delays in the provision of infrastructure necessary to make the Development acceptable. The bank account enables the Council to step in and provide this infrastructure sooner than would be possible otherwise if a breach occurs. In addition, the legal costs and officer and management time of taking formal enforcement action, which generally falls on the public purse (unless any recovery is obtained through the Court at the very end of the process), is reduced or saved by the existence of funds in the bank account.
- 6.11 In addition, the Council does not agree with the appellant that the sums are “substantially more than are required to mitigate the impact of the Development”. The sums are the amounts required to deliver the necessary infrastructure and are equal to or less than the total monies due to be paid by the appellant. Furthermore, the interest on the Council Minimum Balance held in the Developers’ Contingency Bank Account – Council is paid to the Appellant in any event.

Council’s Legal Costs

- 6.12 The discharge of this obligation would not serve this useful purpose equally well because without the Owners payment of the legal costs these costs would fall upon the public purse which would not be appropriate as they arise in connection with the provision and long-term stewardship of mitigation for the impact of the Development.

Viability

- 6.13 The appellant has stated in their requests relating to the bank accounts (Schedule 29), that the proposed modification “*would further reduce pressure on the Development cashflow which as already demonstrated in the Viability Report has an excessive peak debt in the base case*”.
- 6.14 For the reasons set out in the Council’s legal submissions, it is not accepted that viability is relevant to the tests which need to be applied when considering the appeals, the Council’s ‘Viability’ Proof of Evidence will, however, present the Council’s case in respect of the substantive viability issues; therefore, this Topic Paper does not respond to this point.

7.0 Compliance with the S.106 Agreement

- 7.1 Each topic paper identifies whether any of the relevant obligations have fallen due to date and whether the obligations that have fallen due have been complied with or have been breached. Appendix B provides a full account of the appellant's current non-compliance with the Agreement to date, including where this relates to obligations that are not the subject of this appeal.
- 7.2 There has been a history of the appellant persistently breaching the obligations in the Agreement through non-payment of financial obligations and non-delivery of community assets that are required to be provided on the Site and the bus service to be provided between the Site and the town centre as part of the Development. The Council attempted to resolve past breaches by entering into the Settlement Agreement (CD1/17) with the appellant in 2023. However, since then the appellant has not fulfilled all their obligations within the Settlement Agreement and has continued to breach the Agreement by not paying financial obligations that have fallen due "(see clause 7.4 of the Settlement Agreement, which required all obligations under the Agreement to be complied with unless the Settlement Agreement specifically provided otherwise).

8.0 Repayment of monies already paid to the Council

- 8.1 The appellant has proposed modifications to the Agreement that require the Council to repay some of the monies that have already been paid to the Council in accordance with the Agreement. Some of these obligations require the Council to repay a greater sum (or a lesser sum) than the appellant originally paid. There is no explanation in the appellant's submission for this difference. Furthermore, one of the repayments the appellant seeks was paid for by the Homes and Communities Agency (now Homes England). If a repayment was required, then this should rightly be made to Homes England and not the appellant (refer to clause 27.1.3 of the Agreement). The amounts paid and the amounts requested to be refunded are set out in Table 2 below.

Schedule / paragraph in the modified Agreement	Obligation	Amount paid	Amount proposed to be refunded
Schedule 4 new paragraph 6.6	CMO Start-up Funding	£150,000	£168,369.91
Schedule 5 new paragraph 1	Early Community Development	£250,000	£212,847.14
Schedule 10 New paragraph 2.8	Discovery Park masterplan	£20,000	£20,000
Schedule 28	Public Art	£150,000 ¹	£169,672.12

¹ £50,000 of this obligation was paid for by the Homes and Communities Agency.

new paragraph 3			
Schedule 26 new paragraph 1	Quality Agreement	£200,000	£157,297.30
Schedule 28 New paragraph 5	Monitoring Fee	£125,000	£110,810.80

Table 2: the amounts paid and the amounts requested to be refunded

- 8.2 The Council is of the view that these proposed obligations to repay sums already paid to the Council falls outside of the scope of Section 106B and Section 106A. Furthermore, the monies paid to the Council have already been spent or are committed to be spent in accordance with the Council's obligations in the Agreement. If the Council was required to pay these some back to the appellant, then the Council would need to identify another source of funds to meet these costs.

9.0 Conclusion

- 9.1 The Agreement currently secures the payment of monies to enable the Council to undertake monitoring of the quality of the Development and to monitor compliance with the S.106 Agreement and planning conditions. In addition, to the provision of bank accounts to provide the Council with security of funding to provide for the timely delivery of infrastructure to support the Development and obligations to contribute to some of the Council's legal costs.
- 9.2 These obligations serve a useful purpose because they ensure that the Council can continually monitor the delivery of the Development and ensure that it is being delivered to the high level of design quality that was expected when outline planning permission was granted and that all the obligations in the Agreement and planning conditions are complied with. The obligations also provide the Council with security that, if breaches of the Agreement do occur, then they can be rectified by the Council in a timely manner. The obligations also ensure that some of the costs incurred by the Council to undertake the obligations required of it by the Agreement do not fall on the public purse.
- 9.3 The modifications proposed to the Agreement would not serve that purpose equally well because they would result in the Council having no resource to monitor the quality of the delivery of the Development and inadequate resource to monitor and report on compliance with the Agreement and planning conditions, which would ultimately mean that the appellant is unlikely to be held to account if breaches occurred. Furthermore, if breaches of the Agreement did occur, the only recourse available to the Council would be costly and lengthy enforcement action.

Appendix A

Letters from the Council's Quality Monitoring Officer to the appellant dated 14 May 2024, 30 September 2024 and 10 January 2025

Planning and Development

Ask for: Joshua Brown-Araque
Email: Joshua.Brown-Araque@Ashford.gov.uk
Direct line: (01233) 330 442
Date: 14/05/2024
Ref: Parcels A, E, F, C2 & NG1 Land at Chilmington Green

Mr Alec Arrol
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AshfordBoroughCouncil

RE: REF: Quality Monitoring Site Visit: *Parcels A, E, F, C2 & NG1 Land at Chilmington Green, Ashford Road, Great Chart, Kent*

Dear Mr Alec Arrol,

I hope this letter finds you well.

I am the Quality Monitoring Officer at Ashford Borough Council and I am based in the Placemaking Team within Spatial Planning and the Planning and Development Department. It is my role to help ensure that all aspects of the quality of the Developments at Chilmington and South Ashford Garden Community meets the high planning and design expectations originally envisaged here.

I am writing to provide an overview of my recent site visit, during which I looked at various elements of the site. Please note that further inspections will be carried out of other elements of the scheme as part of the ongoing quality monitoring of Chilmington Green.

This site visit is referring to the following approved plans/drawings/amendments:

Planning application:

Application: 18/00911/CONA/AS

Application: 18/00911/AS

Plan: URBAN SQUARE SW - D0367_002 A

Plan: URBAN SQUARE HW - D0367_001 A

Plan: SOFTWARES SPECIFICATION - SP0367_01

Plan: Land Parcels A, E & F Hardworks Masterplan DWG. NO D301_073 F

Plan: LANDSCAPE GA SOFTWARES 5 OF 5 - D301_110 C

Plan: Boundary Treatment Plan Drawing No. 00122S_MP09



- 1) To the southeast of the site there is an area which is grassed with three properties fronting onto this open space. Drawing (*URBAN SQUARE HW - D0367_001 A and URBAN SQUARE SW - D0367_002 A*) shows this area to have six proposed semi mature multi – stem specimen trees (Zs) (Pp) (Ttb – street trees) also proposed is groundcover ornamental planting to urban square beds. Also proposed in the hardworks document is shared surface paving, urban square paving, cast stone concrete seating and retaining planter walls with hardwood timber seating tops, precast concrete steps and a bin (B). Currently this area is just grassed. Is there a date that the above will be installed? If not is there a reason why no works are yet to be carried out to provide the Urban Square?
(Please see below for photographs and location)

- 2) 1. Along woodland rise there are a number of street trees with small grassed areas (26) which are significantly overgrown, with a number of weeds etc. who maintains these areas and how regularly are they maintained as they look like they have been left for some time without any maintenance. **(Please see below for photographs and location)**

 2. Also to note the curb line along the roadway on woodland rise also have a number of weeds growing out of the bottom of the curbs. This area looks poorly maintained and needs attention. **(Please see below for photographs and location)**

- 3) On the entrance bunds/banks (NG1) nearest to the northern access off the A28 a number of trees appear to have died/snapped. I am unable to say how many have died due to accessing the area but from the road side it's clear there are multiple trees which will need replacing. Who maintains this area and how regularly is this done? Please note that this area does not benefit from RM consent and I am in no way agreeing or consenting to what is in place. **(Please see below for photographs and location)**

- 4) To the norther edge of the site nearest to bund/banks alongside the A28 (NG1), a singular street tree has died/broken and is now at ground level. This tree is a part of a row of four trees and without this there is a gap in the row, the street trees are large in size and are a view point at the end of Green mews. It will need to be re planted to maintain the row of trees. **(Please see below for photographs and location)**

- 5) To the south eastern corner of A, E and F is an area alongside plot 153, there is a large mature Oak tree (Tree in situ on the site before development had started and TPO Tree), The tree is currently behind a close boarded fence with a pathway which goes around the tree and to the SuDs feature (C2) via two pathways, and in future development a highway will also loop around the tree. Currently this tree does have a pathway from the roadway but it does not look like what was originally proposed (LANDSCAPE GA SOFTWARES 5 OF 5 - D301_110 C), there is harries fencing surrounding one side of the tree, no proposed litter bins seem to be in situ, and benches also seem to not be in situ in this area. Also proposed is further trees which also do not seem to be in situ. Please could you confirm when this work will be completed? This area is a key connection and open public space so it would be ideal to progress this area for residents currently living on site. **(Please see below for photographs and location)**

- 6) To the south east of A, E and F off Oakwood Mews, is a parking court area with two garages and parking spaces in between the garages. The boundary treatments in this area are close boarded fences. On the boundary treatment plan (Drawing No. 00122S_MP09) in this particular area shown below where to be proposed (Brick Wall 1.8M) and (Brick Wall with Planting 1.8M). Is there a reason why close boarded fencing has been used? Has the boundary treatment plan been revised to show close boarded fencing? Also has the owner

of plot (68 H4Ba) erected a new fence as it appears to be different from other fences on the site? ***(Please see below for photographs and location)***

- 7) On Plot 36 H3La off Oakwood Mews, the entrance into the property is stepped, as shown below. Is the large step necessary as it could potentially cause accessibility issues, why did this property not have level access? Also included below is a further example of a property on site with three access points which are stepped. Please refer to Condition No. 51 requires details to be submitted at the RM stage to demonstrate that all dwellings will be provided with level access. ***(Please see below for photographs and location)***
- 8) When will the final road surface be applied to the completed areas in A, E & F? Currently the surface of the highways are temporary with no final layer and there are services covers which are raised out of the ground significantly. Will the final surface be applied once the parcels are complete? Any information/timeframe of highway surfacing would be appreciated.
- 9) Nearest to No. 26 Woodland rise are two brick walls, one is enclosing a garden and one is enclosing a garden and goes along a driveway for No. 26 Woodland Rise (This wall has a closed boarded fence on top of the brickwork). There is a significant colour difference in brick between the two adjoining brick walls (as seen in the photograph). Is there a reason why there is such a difference in brick? Future walls should be built in brick to match adjoining brickwork. ***(Please see below for photographs and location)***

Overall, the site maintains a sufficient level of quality. While there are a few minor issues that require attention, I believe they are easily addressable by working collaboratively together.

If you wish to discuss this further on a Teams call or site visit, I would be happy to arrange that.

Thank you for your attention to these matters.

Yours Faithfully

Joshua Brown-Araque
Quality Monitoring Officer

Please continue below for reference photos and location reference.



- 1) Grassed area to the southeast of the site. (Located within the yellow boundary line below).



2) 1&2 Woodland rise street tree pits & grassed areas.(Tree areas located within the yellow boundary line)



- 3) The entrance bunds/banks (NG1) nearest to the northern access off the A28 (Trees located within the yellow boundary line) Also see photographs of trees.



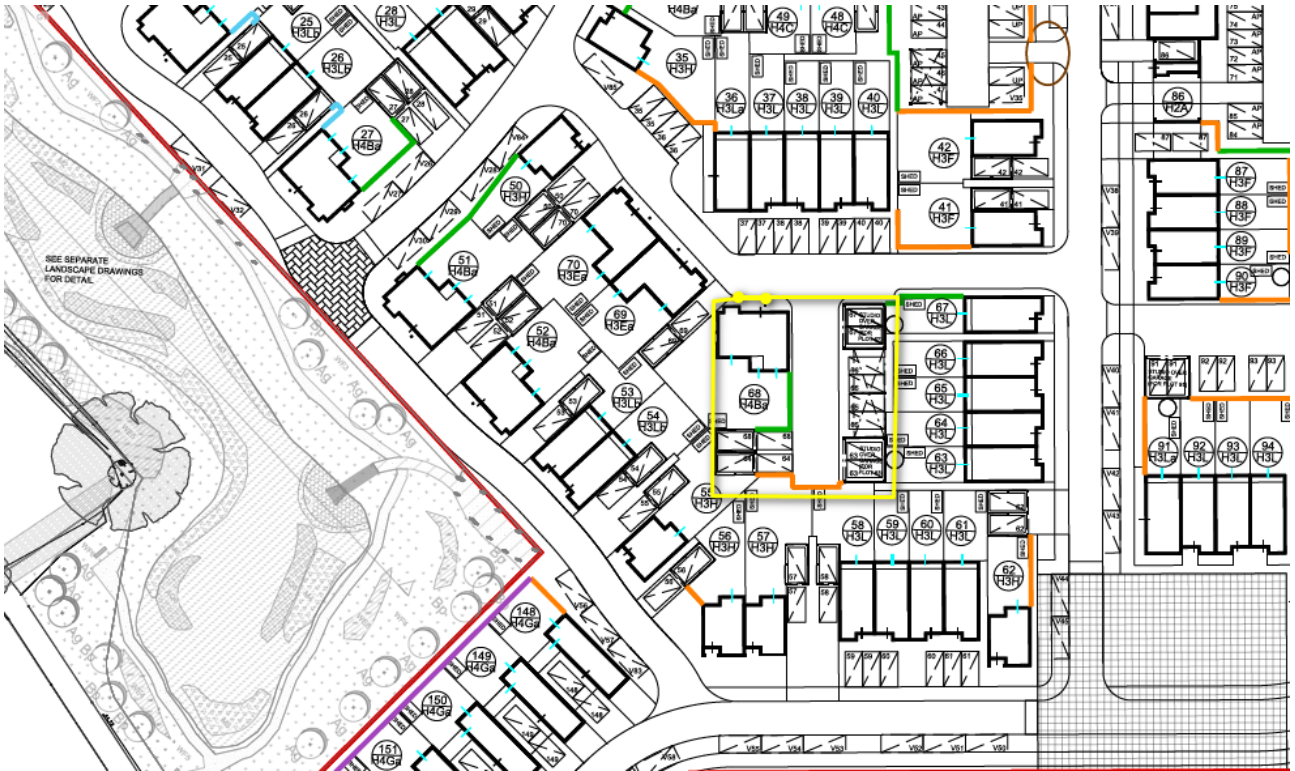


- 4) The norther edge of the site nearest to bund/banks alongside the A28 (NG1), a singular street tree has died/broken



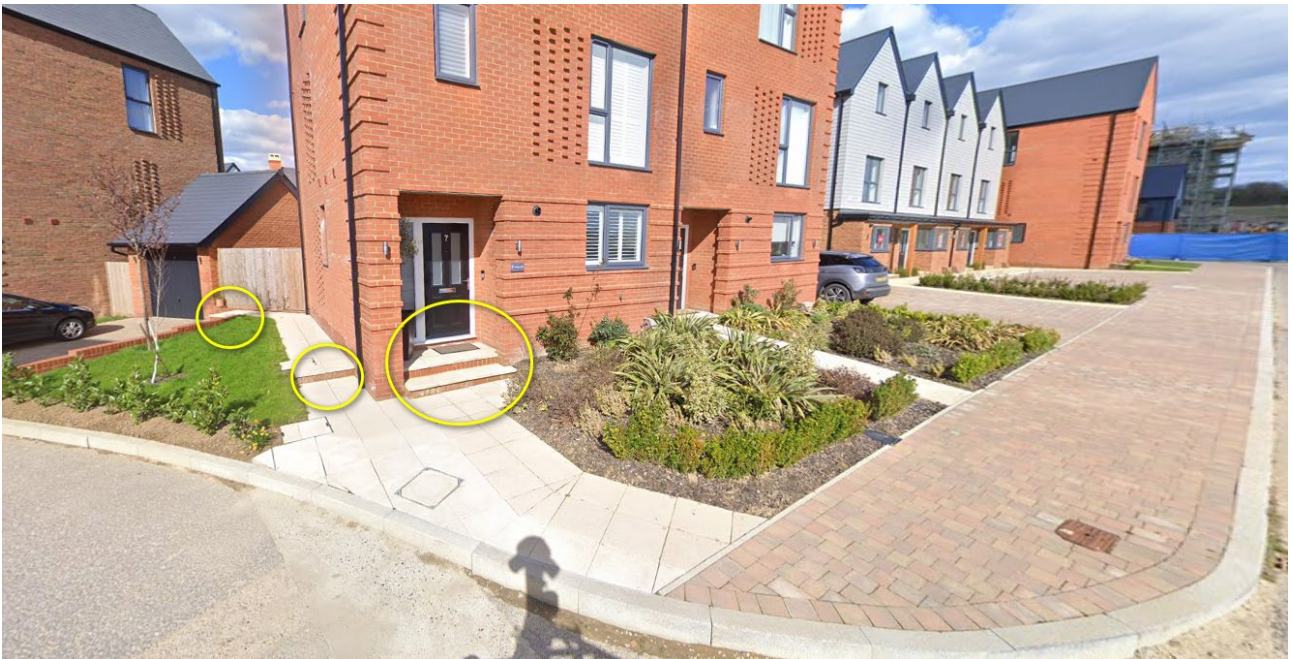
- 5) To the south eastern corner of A, E and F is an area alongside plot 153 – large mature Oak tree (TPO).







7) On Plot 36 H3La off Oakwood Mews, the entrance into the property is stepped.





9) Nearest to No. 26 Woodland rise are two brick walls



Planning and Development

Ask for: Joshua Brown-Araque
Email: Joshua.Brown-Araque@Ashford.gov.uk
Direct line: (01233) 330 442
Date: 30/09/2024
Ref: Parcels A, E, F Land at Chilmington Green

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RE: REF: Quality Monitoring Site Visit: *Parcels A, E, F Land at Chilmington Green, Ashford Road, Great Chart, Kent*

Dear Mr Alec Arrol,

I hope this letter finds you well.

I am the Quality Monitoring Officer at Ashford Borough Council and I am based in the Placemaking Team within Spatial Planning and the Planning and Development Department. It is my role to help ensure that all aspects of the quality of the Developments at Chilmington and South Ashford Garden Community meets the high planning and design expectations originally envisaged here.

I am writing to provide an overview of my recent site visit, during which I looked at various elements of the site. Please note that further inspections will be carried out of other elements of the scheme as part of the ongoing quality monitoring of Chilmington Green.

This site visit is referring to the following approved plans/drawings/amendments/conditions:

Planning Application: **18/00911/AS**

Planning Application: **12/00400/AS**

Discharge of Conditions Application: **18/00911/CONA/AS**

Discharge of Conditions Application: **12/00400/CONO/AS**

Condition: **Condition 51 - 12/00400/AS**

Drawing: **URBAN SQUARE HW - D0367_001 A and URBAN SQUARE SW - D0367_002 A**

Drawing: **Boundary Treatment Plan – Drawing Number.00122S_MP09**

Drawing: **PHASE 2 AE F BOUNDARY TREATMENTS - D301_076 D**

Drawing: **TYPICAL CAR PARK ENTRANCE DETAIL - 00122S_SK_40**

Drawing: **HARDWORKS MASTERPLAN -D301_073F**

Drawing: **PDFCAR BARNS_ATTACHED - PLANS, ELEVATIONS & SECTIONS - 00122S_G_00_P3**

Drawing: **Adobe PDFPARKING STRATEGY - 00122S_MP07 REV P6**



- 1) To the southeast of the site (A/E) there is an area which is grassed with three properties fronting onto this open space. Drawing (**URBAN SQUARE HW - D0367_001 A and URBAN SQUARE SW - D0367_002 A**) shows this area to have six proposed semi mature multi –stem specimen trees (Zs) (Pp) (Ttb – street trees) also proposed is groundcover ornamental planting to urban square beds. Also proposed in the hard works document is shared surface paving, urban square paving, cast stone concrete seating and retaining planter walls with hardwood timber seating tops, precast concrete steps and a bin (B). Currently this area is just grassed. Is there a date that the above will be installed? If not is there a reason why no works are yet to be carried out to provide the Urban Square? Discharge of Conditions app: **18/00911/CONA/AS** also shows the above. (**Please see below for photographs and location**)
- 2) When will the final road surface be applied to the completed areas in A, E & F? Currently the surface of the highways are temporary with no final layer and there are services covers which are raised out of the ground significantly. Some driveways have a large step up to them. Will the final surface be applied once the parcels are complete? Any information/timeframe of highway surfacing and KCC adoption would be appreciated.
- 3) Boundary treatments – Within the site there appears to be some deviation away from the boundary treatment plan – **Drawing Number.00122S_MP09**. To the south east of A, E and F off Oakwood Mews 68/H4Ba, 57/H3H, 58/H3L - is a parking court area with two garages and parking spaces in between the garages. The boundary treatments in this area are close boarded fences. On the boundary treatment plan (**Drawing No. 00122S_MP09**) in this particular area shown below where to be proposed (Brick Wall 1.8M) and (Brick Wall with Planting 1.8M).

Nearest to 50/H3H, 51/H4Ba VP Bays 30,29,28,84 is a large Close boarded fence, this is shown on the Boundary treatment plan as a Brick Wall with Planting (1.8M).

Nearest to 153/H4Ga – 148/H4Ga is currently a close boarded fence stretching the length of these rear gardens which back onto the SuDs (F1), this area is shown on (**Drawing No. 00122S_MP09**) as Estate Railings which are not in place. On the left hand boundary (detached side) of 153/H3H and the right hand boundary (detached side) of 148/H4Ga is Close boarded fence, on (**Drawing No. 00122S_MP09**) shown is Brick wall (1.8M) which is not in place.

Nearest to 56/H3H between the garage and home on this plot is a small joining section of close boarded fence, on (**Drawing No. 00122S_MP09**) a Brick Wall (1.8M) is shown and not in place.

Nearest to 41/H3F is a 7 block high brick wall with a close boarded fence set on top of the brick work. On (**Drawing No. 00122S_MP09**) shown is a brick wall (1.8M) in an L shape which is not in place.

Parking court nearest to Block A-1 43/47 the front entrance is Brick wall (1.8M) as proposed the side wall nearest to 42/H3F is a small brick wall with a timber close boarded fence on top of this, On (**Drawing No. 00122S_MP09**) this boundary is shown as a Brick wall (1.8M). The boundary nearest to the garden of 40/H3L and 48/H4C is a timber close boarded fence, On (**Drawing No. 00122S_MP09**) this is shown as a Brick Wall with planting (1.8M) which is not in place.

On Plot 11/H5E is a Timber close boarded fence in an L shape which encloses a garden and a drive way, On (**Drawing No. 00122S_MP09**) this is shown as a Brick wall with planting (1.8M) which is not in place. (**Please see below images, locations and plans**).

These details can be found in the discharge of conditions application: **12/00400/CONO/AS**

- 4) Phase 2 A,E,F boundary treatments (Metal Railings) – On **PHASE 2 AE F BOUNDARY TREATMENTS - D301_076 D** show in various locations are B4a metal railing and Yew hedge (Taxus Baccata 1.2 – 1.5M tall) as well as B4c metal railing and ornamental planting. A number of metal railings appear to be missing or not yet put in place. Block A-1 43-47 has the black metal railings in place but seems to be the only area where they are present. Why are they not present in other areas of A, E, F? Some of the areas they are missing have been constructed for some time. What is the timeline for the instillation of the railings that are not in place? These details can be found in the discharge of conditions application: **12/00400/CONO/AS**

Railings are missing in the following locations:

Plot 56
Plot 57
Plot 58
Plot 59
Plot 60
Plot 61
Plot 62
Plot 91
Plot 92
Plot 93
Plot 94
Plot 63
Plot 64
Plot 65
Plot 66
Plot 41
Plot 42
Plot 68
Plot 69
Plot 70
Plot 50
Plot 36
Plot 28
Plot 29
Plot 30
Plot 35
Plot 34
Plot 31
Plot 32
Plot 33
Plot 21
Plot 22
Plot 23
Plot 18
Plot 6
Plot 5
Plot 4
Plot 3

- 5) Stepped Properties – **Condition No. 51** requires details to be submitted at the RM stage to demonstrate that all dwellings will be provided with level access. A small amount of

properties on A, E, F have no level or ramp access into the dwellings. Stepped dwelling entrances can cause accessibility issues, so avoiding this is necessary.

Plot 36/H3La off Oakwood Mews, the entrance into the dwelling is stepped with one large rectangular step.

Plot 56/H3H (7) has two steps to get to the front door of the dwelling, one step to the side access and two steps from the driveway/garage area of the plot.

Plots 58 – 61 /H3L all have a step to enter the dwellings from the pathway which is set off the parking spaces for these dwellings.

Plots 12/H4C and 13/H4C (11 & 12) both have a ramp from the driveway and a step at the top of the ramp to enter the dwelling.

Plots 53/H3Lb and 54/H3Lb (2 & 3) both have small width ramps from the driveway with a step from the top of the ramp to enter the dwelling.

Plot 35/H3H (2) has a singular large step into the dwelling with level side access.

- 6) Car park entrance details – In drawing **TYPICAL CAR PARK ENTRANCE DETAIL - 00122S_SK_40** stone capping details are provided, on site the carpark walls are as shown on the drawing but the stone capping's are not present. Why is this detail missing and when will they be installed? Elements such as stone capping are vital to providing a quality scheme. These details can be found in the discharge of conditions application: **12/00400/CONO/AS**
- 7) On the site there appears to be a lack of Bins provided for public use, resulting in litter and dog bags been left in areas around the site. On **HARDWORKS MASTERPLAN - D301_073F** only one bin and one dog litter bin are provided, this is towards the south east of the site in the area with a TPO tree which will eventually function as an open space area. As this area is yet to be constructed, how will you prevent litter and dog bags etc. being left behind by users of the site?
- 8) On plan **PDFCAR BARNS_ATTACHED - PLANS, ELEVATIONS & SECTIONS - 00122S_G_00_P3** 3 double car barns and 9 single car barns appear to have garage doors, on this plan garage doors are not proposed neither are they proposed anywhere else on A,E and F. Why have garage doors been installed? This could potentially result in a loss of parking spaces on the site.
- 9) When do you plan to remove the sales suite to accommodate the homes which are to be built in this area nearest to the entrance of the site? I understand that this is necessary while homes are still on the market but it would be good to have a timescale of when you expect to build on this plot.
- 10) On the gable end of various properties there is a significant colour difference in brick work above plate height. It would be best practice if a better brick mix could be used on gable ends and if the same batch of bricks used on the main body of the building could be set aside for the gable ends so the brickwork blends in if this is not already done.

Generally mixing bricks would be advised as there are a number of properties which have an unusual pattern of brick placement. **(Attached below are images of the colour difference in some gable ends on the site.)**
- 11) Planting – The planting on parcels A, E and F in areas is of good quality but in other areas on the site action is needed to improve the quality of the landscaping.

- There is a tree missing plot No.36 one tree is planted in the correct position the other is not planted. There are three service covers and a street light located in the area where the tree should be, why has this happened?
- 12) **HARDWORKS MASTERPLAN - D301_073 F and Adobe PDFPARKING STRATEGY - 00122S_MP07 REV P6** – Shows three visitor parking bays (V56, V57, V83) – see attached for location, on the ground there are only two spaces with a grassed gap between them including a lamppost and a rectangle service cover. Why are three VP bays not installed in the location shown on the parking strategy and why have only been installed. Has the lost VP bay been moved to elsewhere and if so has there been an updated parking strategy plan approved?

Overall, the site maintains a sufficient level of quality. While there are a few issues that require attention, I believe they are easily addressable by working collaboratively together.

If you wish to discuss this further on a Teams call or site visit, I would be happy to arrange that.

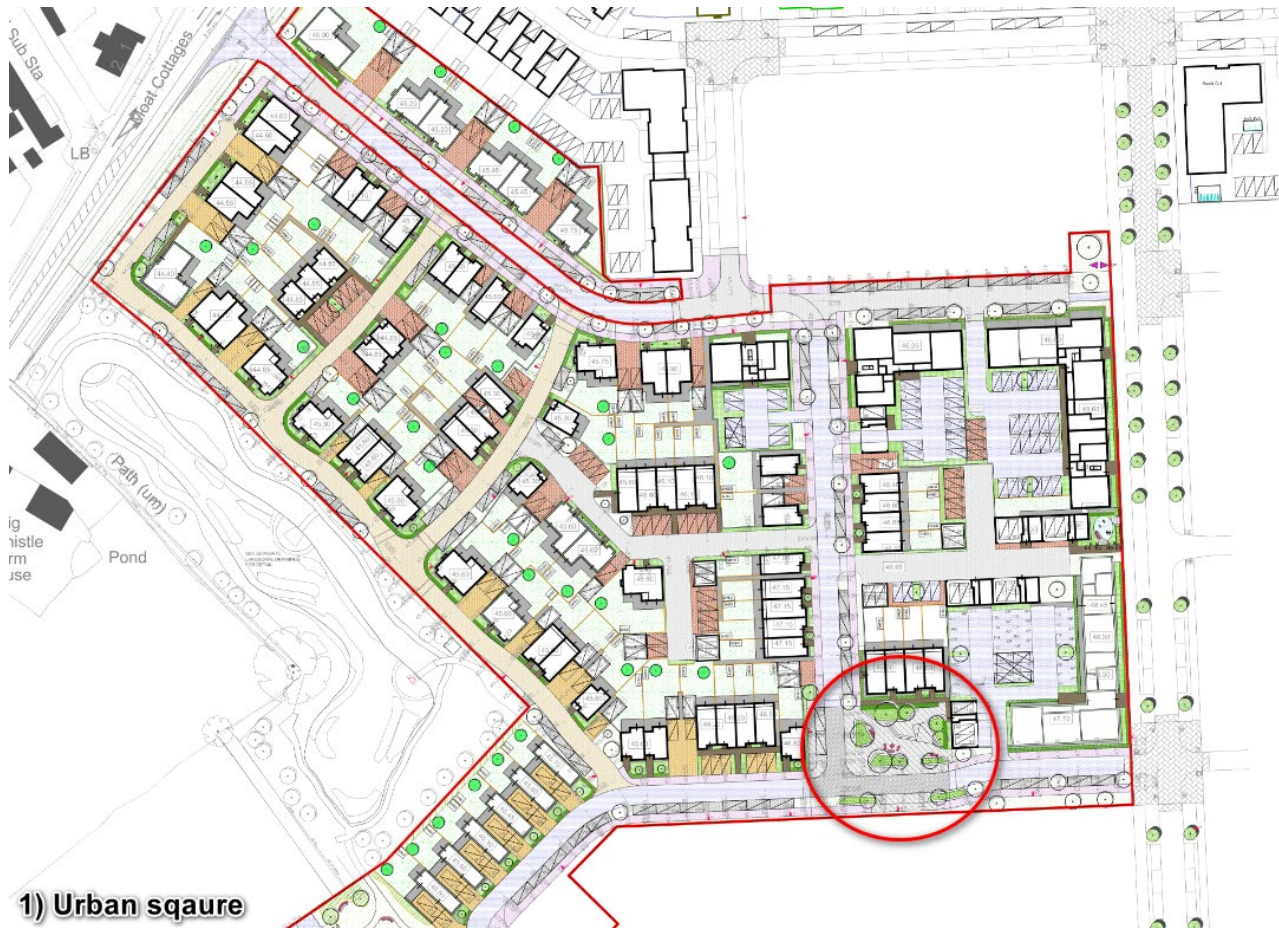
Thank you for your attention to these matters.

Yours Faithfully

Joshua Brown-Araque
Quality Monitoring Officer

Please continue below for reference photos and location reference.

- 1) Urban square – The Urban square has not been implemented (see red circle for the location of the issue)



2) Road surfaces – Please see an example of the road surface



3) Boundary treatments – Various locations (see photographs)



3) BOUNDARY TREATMENTS - Nearest to 50/H3H, 51/H4Ba VP Bays 30,29,28,84

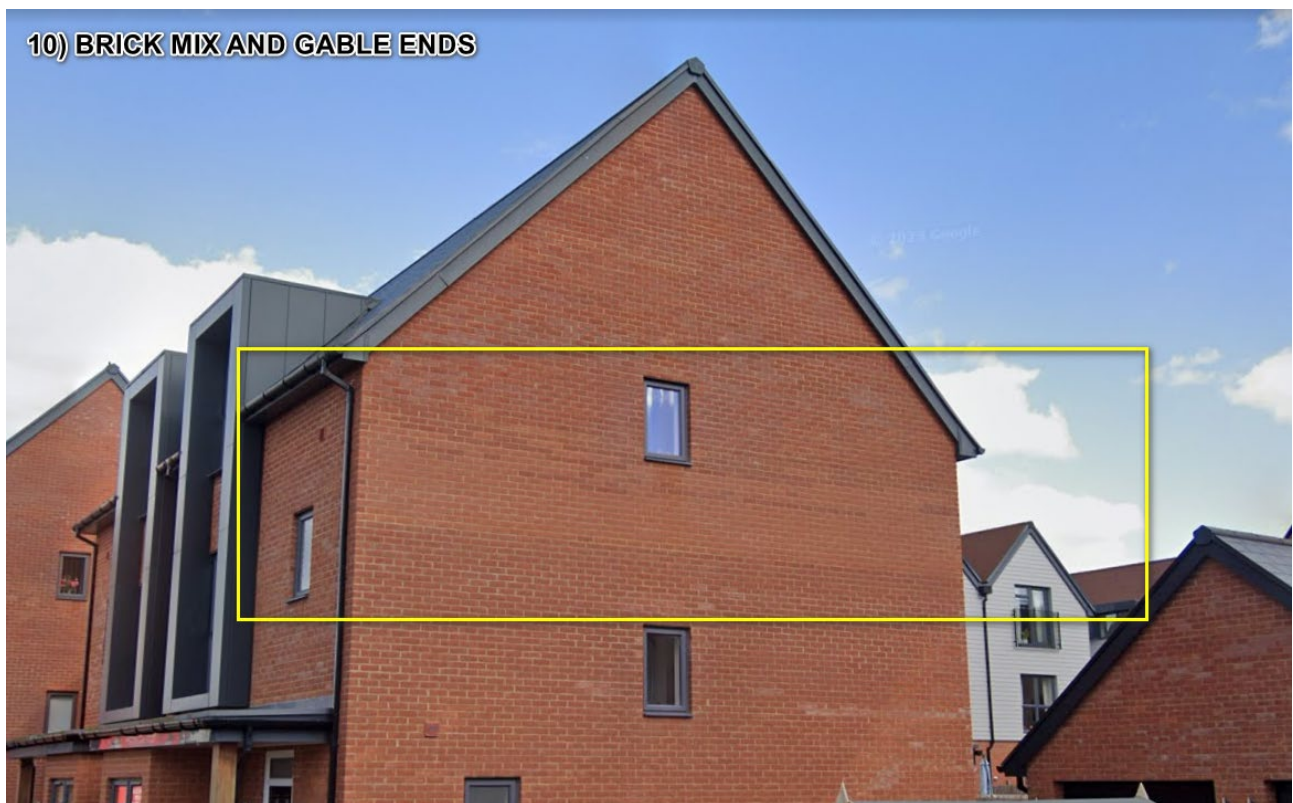


3) BOUNDARY TREATMENTS - Nearest to 153/H4Ga – 148/H4Ga

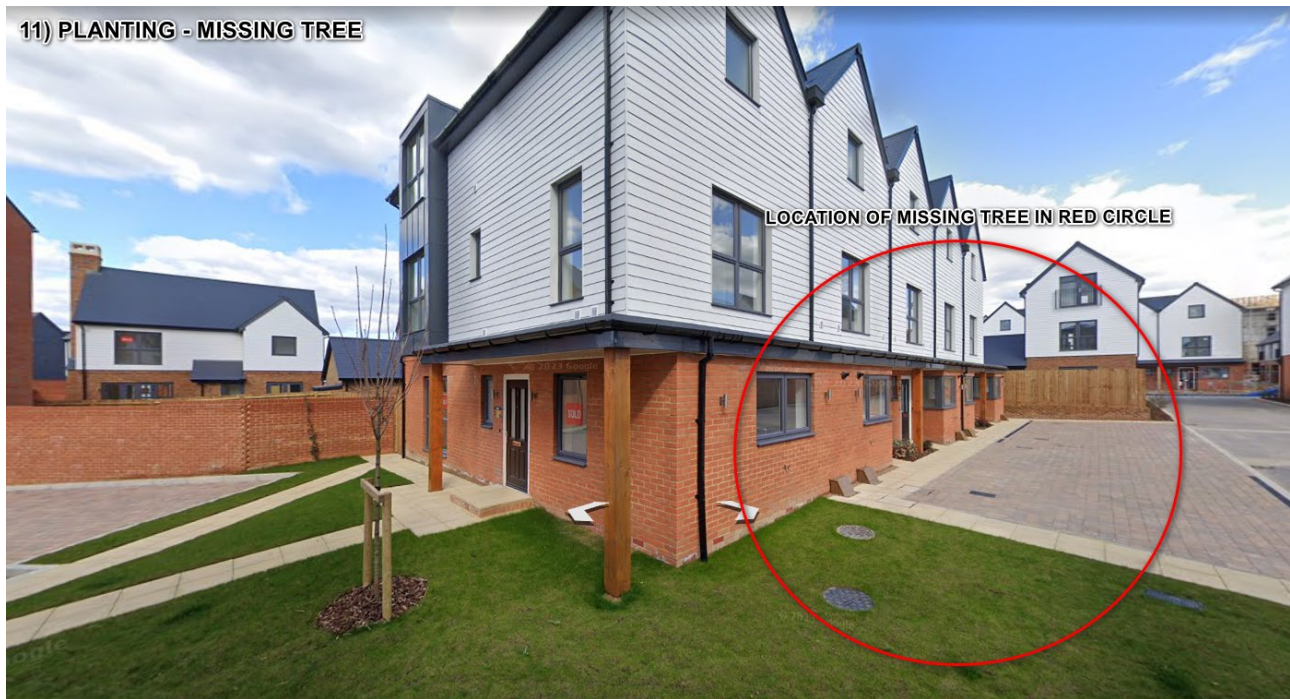


- 4) N/A
- 5) N/A
- 6) N/A
- 7) N/A
- 8) N/A
- 9) N/A

10) Brick mix and gable ends



11) Planting - Missing Tree



12) Missing VP parking bay



Planning and Development

Ask for: Joshua Brown-Araque
Email: Joshua.Brown-Araque@Ashford.gov.uk
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RE: REF: Quality Monitoring Site Visit: *Parcels B1, C1, C2, J Land at Chilmington Green, Ashford Road, Great Chart, Kent*

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This site visit is referring to the following approved plans/drawings/amendments:

Planning application:

Planning application - **12/00400/AS**

Planning Application - **17/01170/AS**

Condition: **Condition 51 - 12/00400/AS**

Drawing: **LANDSCAPE MASTERPLAN - D0301_030 REV K**

Drawing: **LANDSCAPE GA SOFTWARES 1 OF 4 - D0301_035 REV J**

Drawing: **LANDSCAPE GA SOFTWARES 4 OF 4 - D0301_038 REV J**

Drawing: **LANDSCAPE GA SOFTWARES 3 OF 4 - D0301_037 REV J**



- 1) Streetlights - removal of the streetlight heads to the north of the site (Approximate Street – Green Mews), as indicated in the attached plan (***see attached at the bottom of the page***). Could you please provide clarification on the reason for their removal? Specifically, I would like to understand whether the streetlights were incorrect, non-compliant, or if there were any issues with the approved design.

Additionally, could you confirm if Kent County Council (KCC) has been involved in this matter? Given that this area becomes significantly dark at night, which could pose a potential safety concern, I would also appreciate any information on when the street lighting will be reinstated.

An update on this issue would be very helpful for understanding the current situation and any forthcoming actions.

- 2) Could you provide an update on when the final street surface is scheduled to be laid? Several areas on the gate site are currently in poor condition, with uneven surfaces, elevated curbs, and various potholes. Additionally, some driveways have particularly steep ramps, which may pose a risk of vehicle damage.

Could you also confirm the expected timeline for the full resurfacing of the roads and when they are anticipated to be formally adopted by KCC Highways?

(Please see the attached images of various examples of the issues)

- 3) Stepped properties – A small number of properties feature stepped entrances without ramped or level access, which raises accessibility concerns. **Condition No. 51** of the outline planning permission requires the submission of details at the reserved matters (RM) stage to demonstrate that all dwellings will have level access. However, a small number of properties still lack both level and ramped access. Since stepped entrances can significantly hinder accessibility, it is essential to ensure that all dwellings are designed with either level or ramped access and promote inclusivity.

Please see below a list of the properties without level access:

- No.1 Chilmington Avenue
- No.3 Chilmington Avenue

- 4) Grass verges along woodland rise – Along woodland rise are several grass verges which separate the pathway and the highway and act as buffer points for visitor parking bays off the main highway. Some of these areas are un kept and in a poor condition. Why are these not maintained and who should be maintaining them? They reflect poorly on the street scene and need attention.
- 5) Gable end brick colour difference – on various properties, the gable end bricks differ from the main building brickwork, a better mix of bricks would be ideal, if the same pallet used for the building could be blended with the gables that would be beneficial visually. (***Please see photos attached of the issue***)

- 6) Soft landscaping – There seems to be several trees which seem to be either dead or missing/not planted in parcel B1, C1, C2, J This is only trees within the public realm and not private gardens. Below I have listed the species of tree and the approximate location which is annotated on the below plan. These trees are vital to street scene and will need replacing or re planting within the appropriate planting season.
- Along Meadows Grove Is originally a row of 4 trees on the grass verge, of those 4 trees one is missing, this tree will need to be replaced as visually the row of trees look out of place with one missing. The missing tree is a (LSW) – Liquidambar Styraciflua Worplesdon.
 - On Meadows Grove between plot 13 (Meadows Grove) and 1 (Chilmington Crescent) on the northwest side of the highway nearest to the metal fence and in-between the two parking bays split by grass, three trees 2 x (Buj) trees and 1 (Cej) tree are proposed, none of these trees have been planted.
 - In a breakout between two Vp parking bays on Chilmington crescent is meant to be a tree on this breakout (LsW), the tree is not planted in place.
 - Brambles Place – 2 (Agl) Trees and a (ARH) are not in place, the resident of No.10 woodland rise seems to have removed the ARH and taken up the grass to the side of the dwelling and replaced with a white stone, this looks poor from the street scene? Are you aware of the resident's work to the side and surrounding the VP bays? It it's recommended that the area around the bays to be put back to grass. I am unsure as to whether the homeowner owns this strip of land.

Overall, the site maintains a sufficient level of quality. While there are a few minor issues that require attention, I believe they are easily addressable by working collaboratively together.

If you wish to discuss this further on a Teams call or site visit, I would be happy to arrange that.

Thank you for your attention to these matters.

Yours Faithfully

Joshua Brown-Araque
Quality Monitoring Officer

Please continue below for reference photos and location reference.

- 1) Street light issue.



2) Street condition – raised surfaces etc.

2) Street condition – raised surfaces – some access to parking with some not accessible.



3) Stepped properties



4) Grass verges



5) Gable end brick difference.



Gravel issue:

