

Transport Statement of Common Ground

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

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 Supplementary Agreement dated 29 March 2019 and a deed of variation dated 13 July 2022)

LPA Ref: AP-90718 and AP-90647

**Appeal Ref: APP/W2275/Q/23/3333923 and
APP/E2205/Q/23/3334904**

Hodson Development Ltd

Prepared by:

Ian Dix BSc (Hons), MSC, CMILT, MCIHT

SLR Project No.: 425.066449.00001

22 April 2025



Introduction

- 1.1 This Statement of Common Ground has been prepared between Kent County Council (KCC) acting as the Local Highway Authority for whom the Officer is Mr Matthew Hogben and the Appellant, Hodson Development Ltd for whom the expert witness on highway and transport issues is Mr Ian Dix of SLR.
- 1.2 The scope of this Statement of Common Ground is to consider the following schedules:
- 1) Schedule 18 – A28 dualling works
 - 2) Schedule 19 - Off-Site Pedestrian and Cycle Links
 - 3) Schedule 21 - Off-site Traffic Calming.
- 1.3 Within the sections of each of this Schedules the areas of agreement and disagreement are set out. Where there are areas of disagreement KCC's view is set out followed by SLR's view representing the Appellant.

Schedule 18 – A28 Dualling Works

Areas of Agreement

- 1.4 In highway capacity terms in the context of the guidance in the NPPF on whether there would be a severe residual cumulative impact it is agreed that during the progress of the Chilmington Green development that there would be a need to improve the A28 to mitigate weekday peak hour congestion related implications. Without mitigation on the section of the A28 covered by the elements below there would be a severe impact during the working day, especially weekday peak periods.
- 1.5 The elements of the mitigation would include:
- 1) Improvements to the Matalan roundabout, the Loudon Way junction and Tank roundabout
 - 2) Dualling of the A28 between the Matalan Roundabout and Tank Roundabout
 - 3) Associated improvements for pedestrians and cyclists to improve the accessibility of the development.

Areas of Disagreement

- 1.6 The timing of the need for the works is not agreed. The Appellant contends that this is not a matter before the Inspector as the request under Modification Request 91 is whether the requirement for the Bond can be discharged. The Council contends that the removal of Schedule 18 paragraph 1 would have the effect of allowing the development to proceed beyond 400 occupations without the A28 dualling works being secured.



KCC

1.7 KCC's position is that:

- Modification request 91 as sought has the effect of removing the restriction on occupations at Chilmington Green and therefore allows the development to proceed without providing the A28 Dualling Scheme which is unacceptable to the Council. There would be no mechanism to force the Appellant to enter into a Section 278 Highway Agreement to pay for the A28 dualling works. It appears to be claimed that KCC should be obliged to enter into a fundamentally different Section 278 Highway Agreement whereby it is required to enter into a contract for the A28 dualling works, but without any financial security for that expenditure (no bond) and no negative obligation on occupations. Modification Request 93 would also have the effect of removing any obligation on the Appellant to pay for the works at all, thus passing the full cost onto the public purse.
- KCC is of the view that it is clear that Chilmington Green without provision of the A28 dualling scheme will cause a severe impact on the local highway network during the working day, especially weekday peak periods. Even with less than half of Chilmington Green as set out in Section 7 of Mr Hogben's Proof of Evidence there is a severe impact on the A28 corridor during the working day, especially weekday peak periods. KCC consider the A28 dualling scheme is obviously necessary to mitigate the impact of the proposed development. KCC considers it impossible to conceive that permission could have been granted for Chilmington Green without the A28 dualling scheme. As KCC has made clear in the bond session on the 15th April 2025 there are no sources of funding for it to deliver the A28 dualling scheme.
- the requirement in the Section 106 Agreement for a Bond for the identified costs of the A28 scheme is needed to allow the proposed approach of the improvements works to be a forward funded scheme.
- such a Bond is available within the market.
- the Bond is needed to allow the scheme to be forward funded.
- no other security has been proposed and no other funding model to avoid passing the burden onto KCC and the public has been proposed.

1.8 This was the stated position at the relevant Round Table Session on 15th April 2025.

Appellant

1.9 The Appellant's position is that:

- the Bond required cannot be achieved
- the A28 works are one of the reasons that the development is not viable

1.10 The reasons why the Bond cannot be obtained were stated at the relevant Round Table Session on 15th April 2025.

1.11 The viability of the development is to be the subject of formal examination and not a matter on which Mr Dix is giving evidence.



Schedule 19 – Offsite Pedestrian and Cycle Links

Areas of Agreement

1.12 There are five separate elements to consider:

- 1) Magpie Hall Road
- 2) National Cycle Route (NCR) 18
- 3) Great Chart to the Matalan Roundabout
- 4) Greensands Way
- 5) Byway AW245

1.13 Taking each of these in turn:

Magpie Hall Road

1.14 These works within the second Paragraph 2 of Schedule 19 would be to provide footways on either side of Chilmington Green Road between the southern boundary of the Chilmington Green development and the housing along Magpie Hall Road to Stubbs Cross where this is feasible within the publicly adopted highway.

1.15 Prior to the occupation of the 3,999th unit either a contribution of £200,000 would be paid to allow KCC to undertake the works or the works would be implemented by the Appellant under a S278 Agreement. The latter option of the improvements is now being proposed as a potential option as it is KCC's preference for developers to implement highway works through the Section 278 process where feasible rather than to accept contributions.

1.16 The S106 Agreement would need to be amended to reflect this.

National Cycle Route (NCR) 18

1.17 To improve NCR18 KCC would like to make Bartletts Lane a "Quiet Lane" where road markings and signage is used to manage vehicle speeds. This approach is agreed.

1.18 Prior to the occupation of the 1,999th unit a contribution of £25,000 would be paid to KCC to facilitate this.

1.19 The S106 Agreement would need to be amended to reflect this.

Great Chart to the Matalan Roundabout

1.20 The need for signage improvements for the route from Great Chart to the Matalan Roundabout is not required as this is not the direct route that pedestrians/cyclists will take from the appeal site in a northerly direction.



Greensands Way and Byway AW245

- 1.21 Improvements to Greensands Way within the vicinity of the site and to improve Byway AW245 where it does not run through the site to make then more attractive for pedestrians and cyclists are agreed. These improvements will be specified by KCC in due course.
- 1.22 External funding of £142,000 has already been provided to make some improvements to the Greensands Way both within and outside the site boundary in order to provide connectivity within the site and for external residents to the site. However further funding is required towards improvements to AW222 and AW226. Funding of £54,000 is required and is payable prior to the occupation of the 3,000th unit.
- 1.23 On-site improvements to Byway A245 between Chilmington Avenue Phase 2 and Chilmington Green Road are required prior to the 1,500th unit. This will need to be delivered by the appellant through a Section 278 Highway Agreement. KCC will provide the specification of this improvement.
- 1.24 An off-site contribution of £25,000 is also required towards AW245 and is payable prior to the occupation of the 1,500th unit.
- 1.25 The S106 Agreement would need to be amended to reflect this.
- 1.26 The amendments to the S106 Agreement needed to reflect the matters agreed above would be modifications to Schedule 19 as opposed to a discharge of the obligations sought under modification 94. The mechanism for achieving this would need to be agreed between the parties.

Areas of Disagreement

- 1.27 There are no matters of disagreement in relation to Schedule 19 subject to modifications being made to obligations within this schedule of the S106 Agreement.
- 1.28 The Appellants believes that this is a compromise which is subject to viability of the development.

Schedule 21 – Offsite Traffic Calming

Areas of Agreement

- 1.29 The first set of traffic monitoring which was required prior to the first occupation has been undertaken.
- 1.30 The requirements for traffic monitoring will be undertaken prior to the occupation of the 1,500th, 3,000th and 4,500th and final dwelling.
- 1.31 The following are the roads that need to be considered:

- 1) Great Chart Village



2) Magpie Hall Road

3) Mock Lane

4) Criol Lane

5) Coulter Road

1.32 Taking each of these roads in turn:

1.33 To allow for the above, two contributions would be made with £157,300 being paid prior to the occupation of the 1,600th unit to allow for works along The Street in Great Chart Village and on Mock Lane and £182,350 being paid prior to the occupation of the 3,100th unit.

1.34 The payment of the contributions being timed to be within approximately 4 months of the first and second monitoring being undertaken to give time to consider where works are needed.

1.35 The amendments to the S106 Agreement needed to reflect the matters agreed above would be modifications to Schedule 19 which are revised from those sought under modifications 97 and 98. The mechanism for achieving this would need to be agreed between the parties.

Areas of Disagreement

1.36 There are no matters of disagreement in relation to Schedule 21 subject to modifications being made to obligations within this schedule of the S106 Agreement.

Signed on behalf of the Appellants

Mr Ian Dix

BSc (Hons), MSc, CMILT, MCIHT

MCIHT



Date: 22.04.25

Position: Director, SLR

Signed on behalf of Kent County Council

Mr Matthew Hogben

BSc (Hons), MA



Date: 22.04.25

Position: Principal Transport and
Development Planner





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