



SUMMARY PROOF OF EVIDENCE

APPEAL REFERENCES: APP/W2275/Q/23/3333923 & APP/E2205/Q/23/3334094

ADDRESS: Land at Chilmington Green, Ashford Road, Great Chart, Ashford

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).

BY: Matthew Hogben – BSc (Hons) MA

1. My evidence will cover the detailed objections on behalf of KCC in its position as Local Highway Authority to the current discharge / variation requests sought as part of this Section 106B appeal. The evidence will be in relation to the following transport schedules of the Section 106 Agreement [CD1/14 - CD1/16]:
 - a. Schedule 18 – A28 dualling works together with associated bond.
 - b. Schedule 19 - Off-Site Pedestrian and Cycle Links specifically in relation to highways improvements in the schedule. Colleagues in the Public Rights of Way team are preparing a specific topic paper regarding Public Right of Way matters.
 - c. Schedule 21 - Off-site Traffic Calming.

Schedule 18

2. The purpose of the negative obligation in the Section 106 Agreement is to prevent more than 400 houses being occupied until the means to deliver the A28 dualling scheme are secured. The A28 dualling scheme has a key role in planning policy applicable to Chilmington Green, with the unimproved A28 Chilmington Green is an unacceptable and unsustainable location for development and bringing it forward without securing the means to deliver the A28 dualling scheme is unacceptable. Without the A28 dualling scheme severe highway impacts would arise. It is only with the bond that KCC will have the financial security to deliver the A28 dualling scheme. This negative obligation continues to serve a useful purpose for essentially the above reasons.
3. I do not accept that there is any reason why a bond cannot be secured - they customarily are as my evidence will show, including recently for a major highway scheme close to the development site.
4. Recent traffic surveys from KCC confirm that there is no capacity within the network during weekday peak highway periods at present and certainly not to accommodate the forecast traffic demand from the Chilmington Green development in the future in advance of the A28 dualling scheme. Furthermore, the additional forecast traffic demand arising from the Chilmington Green development, of which a significant proportion is to be built out and occupied, will significantly worsen network conditions in the future.

5. Junction modelling undertaken by the applicant's highway consultant for the Possingham Farm planning appeal for a total of 2426 dwellings being built at Chilmington Green (less than half the total of 5,750 dwellings) and a future year of only 2032 showed a severe highway impact on the A28 corridor [CD10/5]. The planning inspector agreed that whilst the mitigation schemes promoted as part of Possingham Farm planning appeal mitigated the impact of the Possingham Farm development, *'a more comprehensive solution would be required to accommodate all of the planned growth to the west of Ashford'* [CD7/1]. The recent VISSIM model produced by KCC's consultant C&A confirms that without the A28 dualling scheme there would be a severe impact on the A28 corridor as a result of the Chilmington Green development.
6. The obligations within Schedule 18 continue to serve a useful purpose. There is still a need for the A28 dualling scheme which has never been disputed by the Appellant. KCC faces a significant financial risk when forward funding highway schemes. To mitigate this risk a bond is required. KCC are legitimately concerned to ensure that the A28 dualling scheme is provided. The purpose of the negative obligation is to restrict the development to 400 dwellings until the bond is provided and therefore the purpose cannot be equally well served by discharging the requirement as demonstrated in the modelling evidence above.

Schedule 19

7. The current obligations prevent development from coming forwards without the relevant Section 106 contributions being paid beyond the specified triggers to ensure that development does not take place where the impact on the current highway and PROW network would become unacceptable.
8. The current obligations serve to provide off-site pedestrian and cycle links and provide upgrades to existing links enabling those living in Chilmington Green access to the wider community and vice versa.
9. KCC rejects the request to discharge these payments as it will not provide off-site pedestrian and cycle links in the early stages of development. The resulting removal of the upgrading and/or construction of footways and cycle routes, will only increase the already significant impact on the residents of Chilmington Green due to lack of walking and cycling links from the site currently to the wider area.

10. The obligations within Schedule 19 continue to serve a useful purpose. The obligations are required to ensure that infrastructure demands from the development are addressed and which will promote active travel, reduces the need to travel by private car and provides opportunities for health and wellbeing. The obligations continue to serve a useful purpose, and it cannot equally well be served by discharging the requirement for payment.

Schedule 20

11. The current obligations prevent development from coming forwards without the relevant Section 106 contributions being paid beyond the specified triggers to ensure that development does not take place where the impact on the current highway network would become unacceptable. The contributions will mean that KCC will be able to implement traffic calming measures on the roads that have the greatest increase in traffic levels because of the required monitoring regime.

12. The Appellants have not provided up-to-date traffic counts required for the roads set out in paragraph 1.1.(i), together with predicted traffic flows at the proposed and amended trigger points for these contributions based upon up-to-date trip rates, assignment and distribution.

13. The Appellants have asserted that deferment of contributions recognises the long-term impacts of Covid and working patterns. This is, however, a general assumption nationally and not supported by any up-to-date traffic count data for the roads set out in the Section 106 Agreement to support that assumption.

14. The Appellants have also asserted that the contribution should be split evenly across the ten roads mentioned in the schedule. Several roads identified in para 1.1.(i) have significantly higher traffic levels due to their road classification and geometry than others such as: (i) Through Great Chart village (Ashford Road and The Street) (j) Magpie Hall Road (k) Tally Ho Road (l) Woodchurch Road. The contributions should in the main be directed towards roads where traffic calming measures would be most effective, and this is in accordance with those roads that were subject to the proposed traffic calming measures at the time of the outline application determination.

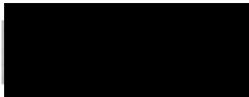
15. The obligations within Schedule 21 continue to serve a useful purpose. The obligations are required to ensure that potential traffic flows from the development on unsuitable roads are addressed through the provision of traffic flow monitoring regime to assess flows on these roads over the lifetime of the development and payments towards traffic calming measures. The obligations continue to serve a useful purpose and therefore cannot be equally well served by varying the requirement. The traffic calming measures are specific to the development.

16. I am continuing to work with the Appellants expert witness to narrow the issues and agree a Statement of Common Ground with a view to this being submitted prior to the opening of the inquiry.

STATEMENT OF TRUTH

- I believe that the facts stated within this summary proof of evidence are true.

Signed:

A black rectangular redaction box covering the signature of the appellant.

PRINT NAME: Matthew Hogben

Date: 5th February 2025