

Andrew Ferguson
Planning and Development Manager
Regeneration and Economic Development
Newport City Council

Via email

18th May 2026

Dear Andrew,

APPLICATION FOR MODIFICATIONS TO S106 AGREEMENT RELATING TO LAND AT COT HILL, LLANWERN, NEWPORT 06/0845 DATED 2009, S106 SUPPLEMENTARY DEED RELATING TO LAND AT COT HILL, NEWPORT DATED 5TH MARCH 2014 AND 2ND SUPPLEMENTAL DEED AND DEED OF VARIATION (16/0864) DATED 23RD JUNE 2017.

Please find enclosed an application to vary the above mentioned S106 on behalf of Redrow South Wales. The application is submitted after discussions with Newport City Council and seeks the following:

- Schedule 1 Clause 1.1 – Amendments to Definitions
- Schedule 2 – Amendments in relation to Hartridge School Footpath Works, Education, Allotments and Cot Hill
- Schedule 3 – Amendments in relation to Cot Hill Junction

Greater details and justification for the proposed amendments are set out below.

Hartridge School Footpath Works

Part 6 of the S106 confirms that the current trigger was to agree a timetable and specification for works with the Council prior to occupation. This trigger has been past, and it is therefore proposed to amend the S106 as follows:

The existing paragraph 6.1 of Schedule 2 to the Principal Deed dated 2009 shall be deleted in its entirety and replaced with the following:

“6.1. To carry out the Hartridge School Footpath Works in accordance with a timetable and specification both of which are to be agreed with the Council prior to the Occupation of 700 Dwellings within the Development PROVIDED THAT for the avoidance of doubt nothing herein shall oblige the Owner to carry out any works on any land outside of their ownership and/or the Council's and there shall be no obligation upon the Owner to carry out the Hartridge School Footpath Works until such time as the Council has (at nil cost) granted to the Owner the requisite licence to enter onto such parts of the Council's land at such reasonable times and for such reasonable periods as shall be required to carry out the Hartridge School Footpath Works in accordance with the timetable agreed.”

Education

Part 7 of the S106 sets out that the developer could either develop and transfer the primary school to the Council or transfer the land and make a contribution towards the primary school.

Part 7 of the S106 dated 2009 also set out a Secondary school contribution of £2,500,000 (two million five hundred thousand pounds) was payable to the Council in accordance with the triggers set out below:

- 25% on 200th occupation,
- 25% on 500th occupation,
- 25% of 700th occupation and
- 25% on 900th occupation.

This was subsequently deleted from the 2nd Supplemental Deed and Deed of Variation.

It is proposed to vary the S106 to make an education contribution of £10,556,000 minus the cost associated with securing reserved matters approval for the primary school (£575,000). This contribution has been calculated based on the final number and mix of new homes (825) to be provided under outline planning permission (16/0864) and in accordance with the formula set out in Planning Obligations Supplementary Planning Guidance, December 2025.

The following amendments are therefore proposed.

*The existing definition of “**Primary School Contribution**” and “**Secondary School Contribution**” shall be deleted in their entirety and replaced with the following new definition:*

Education Contribution - means the sum of £10,566,000 (ten million five hundred and sixty-six thousand pounds), such sum to be reduced by £575,000 (five hundred and seventy-five thousand pounds) being the amount expended by the Owner in securing reserved matters approval (ref. 24/0537) such sum not to be Index Linked

The existing provisions of paragraph 7 of Schedule 2 to the Principal Deed dated 2009 shall be deleted in their entirety and replaced with the following:

7. Education

7.1 To pay the Education Contribution to the Council as follows:

- 50% within 1 month of the DoV being signed; and
- 50% on or before 31st July 2027

Allotments

Schedule 2 Part 9 current states that the trigger for the allotments is 36th months from commencement of development which has been exceeded. Due to the location of the allotments at the northern end of the scheme it has not been practical or safe to implement the allotments. The allotments are subject to a live reserved matters application (24/0467) which confirms the intention of the business to deliver the allotments.

It is therefore proposed that the S106 is amended as follows:

The existing paragraph 8.1 of Schedule 2 to the Principal Deed dated 2009 shall be deleted in its entirety and replaced with the following:

8. Allotments

8.1. The Owner shall lay out and make available the New Allotment Area prior to the Occupation of the 750th Dwelling, or such other date as may be agreed in writing with the Council."

Cot Hill

Schedule 2, paragraph 2 of the S106 Agreement relates to Cot Hill Junction and states the following:

2 Cot Hill Junction

- 2 1 Upon receipt to use the Cot Hill Contribution only for the purpose of carrying out the Cot Hill Phase 2 Works and for no other purpose and the Council agrees with Gallagher and the Trustees that the Council will repay (upon written request) any part of the Cot Hill Contribution paid to the Council pursuant to **paragraph 2 1 of Schedule 2** which remains unspent or unallocated at the date 3 years from the date of payment of the Cot Hill Contribution to the party who paid the contribution along with any interest accrued
- 2 2 To enter into the Section 278 Agreement with Gallagher and/or the Trustees and to serve written notice on Vinci Plc of the commencement of the Cot Hill Junction Works (and provide Gallagher with a copy of said notice) as soon as reasonably practicable following receipt of a written request from Gallagher or the Trustees to do so
- 2 3 Thereafter to procure that the Cot Hill Phase 1 Works are commenced as soon as is reasonably practicable and are completed within 10 (ten) months of the date of the service of the notice upon Vinci in accordance with **paragraph 2 2** above

This matter has been discussed with the Highway Department of NCC on a number of previous occasions and a Position Statement and associated Appendices dated December 2025, produced by Redrow which sets out discussions up to December 2025 is enclosed with this submission.

Redrow's interpretation of the previous discussion is that agreement was reached in 2023 that a signalised junction is not required at Cot Hill and an Active Travel contribution of £250,000 should be paid.

Given the time lapsed since the previous agreement and staff changes within the Highway Department, a request was received from the Highway Department on 6th January 2026 for the following information:

- Updated traffic surveys and an updated network analysis to demonstrate that the junctions are within capacity, taking into consideration the comments made by Capita in 2018.
- A detailed assessment of the existing LILO junction at the SDR/Cot Hill
- An assessment of the pedestrian/cycling routes to identify any potential improvements and must include:
 - o The SDR
 - o Beatty Road Roundabout
 - o SDR / Ringland Circular / Hartridge Farm Roundabout
 - o The Subway/underpass linking Dawson Close and Cot Hill.

Redrow commissioned SLR to produce this information -Technical Note 2 – Development Vehicular Access, April 2026. A summary of the Technical Note is set out below:

- Observed traffic flows (2018, 2023 and 2026) are consistently and significantly lower than those forecast in the Halcrow TA.
- In February 2026, when surveys were undertaken, 357 dwellings (32.5%) were already occupied, yet traffic levels still fell well below the original forecasts.
- Updated junction modelling using PICADY and ARCADY shows:
 - o The A48 / Cot Hill LILLO junction operates within capacity in 2026 and in a 2036 forecast year, even when all development traffic is included.
 - o The Beatty Road roundabout (north) and Ringland Circular / Hartridge Farm Road roundabout (south) both have sufficient capacity to accommodate development traffic and the associated U-turn movements created by the LILLO arrangement.
- Even in worst-case scenarios, queues and delays remain within acceptable limits, and flat-profile modelling indicates further resilience due to peak spreading.

Highway Safety & Design

- A review of five years of collision data (2020–2024) shows no recorded injury collisions at the A48 / Cot Hill junction.
- Some minor departures from current design standards were identified, but:
 - o They are very small in scale,
 - o They present no demonstrated safety risk, and
 - o The junction was previously approved and audited through a full Section 278 process.
- There is therefore no highway safety justification to change the junction form.

Active Travel

- The A48 corridor benefits from continuous, high-quality shared-use paths on both sides of the road.
- Routes are generally flat, wide (typically 3m) and well maintained, with grade-separated underpasses north and south of Cot Hill.
- Only one minor constraint was identified where the path briefly narrows near the A48, which could be improved.
- An underpass existing at Dawson Close which is subject to a time restriction, closing overnight between 19.00 and 7.30 however this does not affect any key pedestrian or cycle movements, as both the GP surgery and Milton Primary School are closed during these hours.

Conclusion

The Technical Note confirms that the junction is suitable and safe and no upgrade works are required by the consented scheme. Opportunities do exist to make improvements to active travel through relocating a sign along the A48 and making a contribution towards improved surveillance (e.g. CCTV) at the Dawson Close underpass is proposed to enhance user safety. Therefore, a financial contribution of £250,000 is proposed and accords with Policies SP 1 Sustainability, SP15 Integrated Transport, GP1 Climate Change, GP 4 Highways and Accessibility, GP 6 Quality of Design and T5 Walking and Cycling of the adopted LDP.

Redrow are therefore proposing to make the following amendments to the S106 Agreement as follows:

DEFINITIONS – CLAUSE 1.1

*The following new definition shall be inserted after the definition of “**Acceptable Cost Guidelines**”:*

Active Travel Contribution - means the sum of £250,000 (two hundred and fifty thousand pounds) payable by the Owner to the Council in lieu of the Phase 2 Cot Hill Works, such sum to be applied by the Council towards the design, improvement and implementation of pedestrian and cycle infrastructure and other active-travel measures serving the Development, such sum not to be Index Linked

The definition of “Cot Hill Phase 2 Works” shall be deleted in its entirety.

Within the definition of “Cot Hill Junction Works” the words “and the Cot Hill Phase 2 Works” shall be deleted.

Within the definition of “Cot Hill Junction Works Drawing” the words “and indicatively shows the Cot Hill Phase 2 Works” shall be deleted.

VARIATIONS TO SCHEDULE 2

A new paragraph 12 of schedule 2 to the principal deed shall be added which reads as follows:

“12. ACTIVE TRAVEL CONTRIBUTION”

“12.1 To pay the Active Travel Contribution upon Occupation of the 600th Dwelling within the Development”

VARIATIONS TO SCHEDULE 3

The existing paragraph 2.1 of schedule 3 to the principal deed shall be deleted in its entirety.

A new paragraph 10 of schedule 3 to the principal deed shall be added which reads as follows:

“10. Active travel contribution”

“10.1 upon receipt to use the active travel contribution towards the design and implementation of active travel infrastructure improvements within the vicinity of the development and for no other purpose and the council agrees with the owner that the council will repay (upon written request) any part of the active travel contribution paid to the council pursuant to paragraph 2.1 of schedule which remains unspent or unallocated at the date 3 years from the date of payment of the active travel contribution to the party who paid the contribution along with any interest accrued.”

To support the above proposed variation, please find enclosed the following information:

- Application Form to Modify the S106 Agreement
 - S106 Agreement relating to Land at Cot Hill, Llanwern, Newport 06/0845 Dated 2009,
 - S106 Supplementary Deed relating to Land at Cot Hill, Newport Dated 5th March 2014
 - 2nd Supplemental Deed and Deed of Variation (16/0864) Dated 23rd June 2017
 - Expenditure to Date on the Primary School information (Confidential)
 - Cot Hill Position Statement, December 2025 plus associated Appendices
 - Technical Note 2 – Development Vehicular Access, April 2026, SLR
 - Draft Copy of Proposed Deed of Variation
-

Yours sincerely

Zoe Aubrey
Strategic Land Manager