**Response by Penllergaer Community Council (PCC) to Swansea Local Development Plan 2023 - 2038 (LDP2) Pre-Deposit Plan (Preferred Strategy) December 2024.**

**Introduction**

Underpinning the development plan process is the importance placed on the implementation, delivery and provision of sufficient infrastructure needed to support development, which in turn will need to be further supported through robust delivery and viability analysis, all under the active stewardship and concentration of Welsh Government.

Notwithstanding this and following its adoption, the current Plan (LDP1) abysmally failed to achieve either of its principal goals of housing completions and the **delivery of needed new infrastructure to both alleviate existing capacity problems and provide further facilities to support its new proposals.**

It is against this background that PCC feels strongly that until such time as Swansea LPA recognise and accordingly addresses these failings, the revised plan will inevitably suffer the same. The significance of this has not been lost on PCC, with the adversarial consequences of this effecting our community on a daily basis.

Specific reference therefore needs to be made about the City Council’s abject failings during its support, promotion, scrutiny and reporting of the Parc Mawr planning application and its resulting detrimental impact on both Penllergaer and the northwest of the County.

Our response will fully detail all of this, as it is clear from the Pre Deposit Plan that no emphasis, or indeed recognition of this is accepted and therefore reflected in the current draft document. We will also highlight other issues that we believe merit further serious consideration before the LDP process progresses any further.

**The role to be played by Penllergaer Community Council (PCC) in the LDP process.**

PCC believe that it has, to date, been excluded from the LDP process.

As a result, it is unable to recognise the role it was intended to play in this process, as set out in the Community Involvement Scheme (CIS), which says:

*3.4.2. Community Councils: The existing network of Community Councils across Swansea will be a key contact for the dissemination of information within their local area and a link to their local area. Accordingly, the CC’s will be consulted on all key stages and through their communication channels will assist the Council in raising awareness of LDP2 to their local constituents. The Community Councils will advise on the land use aspirations they have for their community so are encouraged to contribute to consultation stages. Specific reference should be paid to consultation stages to ensure meetings can be programmed early to ensure comments can be submitted within prescribed time periods.*

We would also remind you that earlier reference in this document says:

*3.3.4. Community involvement throughout the development of LDP2 should be a continuous process that enables the local community to be part of the decision-making process; creating the sort of place they want to live in, at a stage when this can make a difference. The CIS sets out how the Council proposes to proactively engage with and involve the local community and stakeholders in the preparation of LDP2. It will be important that the right people are involved at the right time to ensure effective frontloading of issues and to secure effective and meaningful engagement in the plan making process………….*

And then says:

*3.3.5. It is recognised that at certain stages it will be more effective to engage a targeted range of stakeholders or representative bodies. To keep participation effective, meaningful and manageable stakeholder events will be targeted to the most relevant bodies/representors…….*

This is only a further endorsement of the Development Plans Manual, which requires Plans to be, amongst other things:

* *based on and underpinned by early, effective and meaningful community involvement in order to understand and consider a wide range of views,*
* *deliver what is intended through deliverable and viable plans, taking into account necessary infrastructure requirements, financial viability and other market factors)*
* *distinctive by having plans setting out clearly how their area will develop and change, giving certainty for communities, developers and business.*

PCC is a key stakeholder, representing a community that has suffered more than any other because of the clear failure of LDP1. PCC now welcomes and requires a fuller and better involvement in this planning process, as required by the council’s own CIS.

This will avoid any repeat exclusion of our views as was experienced throughout LDP1 where such views were simply given *lip service*. Until the City Council recognise its past mistakes and introduces measures to remedy the catastrophic situation it created, our community will continue to suffer unnecessarily because of this.

Whilst time has already shown that many, if not all, of the fully supported grievances and objections we raised against LDP1 were totally justified, we would concentrate this initial submission on (a) the increasing traffic congestion in and around Penllergaer and (b) the worsening situation in relation to education needs in our village, both of which have been exacerbated by the improper actions of the council during the LDP1 process and its ensuing scrutiny of the Parc Mawr planning application and resulting planning consent.

**Material actions and considerations taken by the City Council over the Parc Mawr development that have had a resulting detrimental impact on Penllergaer.**

Freedom of Information and Environmental Information Regulation requests obtained by the late Councillor Wendy Fitzgerald in 2023 identified that the City Council was fully aware that, due to viability reasons, the proper and required development for the site was not achievable. The City Council was aware of this situation in 2017, prior to its submission of its Deposit Plan to Welsh Government for examination.

Notwithstanding this, the City Council failed to disclose this information to the Inspectors and continued to support and promote the site through the LDP process. This dereliction of duty by Council Officers in endorsing and then promoting a strategy that was known to be flawed was also known to be destined for failure.

These material actions taken by the City Council have already had a detrimental impact on Penllergaer. This will only get worse if corrective measures are not introduced in LDP2.

We would remind you that the development of the site was **predicated** (Emphasis added) on (a) the delivery of a relief road that would address the traffic congestion in and around J47 of the M4 motorway and (b) provide a new three form entry Primary School.

**Both infrastructure requirements will, because of these viability reasons, never be provided.** (Emphasis added)

The City Council needs to face up to the reality of this to avoid a worsening situation that has been caused by the earlier negligent actions of its Officers.

In essence, the City Council was faced with the same problem in 2017, but on that occasion, it chose to effectively overlook the problem to avoid any continuing embarrassment with Welsh Government that would be caused by the further delay in submitting its Deposit Plan.

The relief road through the site was probably the most important element of necessary infrastructure, outside the control of the City Council and controlled by others, that was integral to the traffic strategy proffered by the City Council. This relief road unquestionably underpinned its entire Plan, particularly the concentration and reliance of additional housing in the northwest of the County.

Without the Parc Mawr site there was no relief road and without the relief road there was no Plan. This was a situation that the developer has used to its advantage, to the detriment of our community and the County at large.

Furthermore, we would refer to the Arup strategic travel model that was relied upon by the City Council to underpin the visions and objectives of its Plan. It recognised that the greatest problem was in the northwest of the County around J47 of the M4. The study concluded that traffic movements would increase by nearly 30% across the County in 2025 and traffic conditions will inevitably be worse than in 2014. It went on to say that without infrastructure measures and public transport enhancements the impact will be significantly adverse in respect of **delay, congestion, air quality, noise and economic disbenefits.**

That is the situation we now face.

It is obvious to our community, as it has always been, that the developer’s ambitions for the site did not go beyond the initial construction phase for 184 houses. Based on the disclosure of correspondence more recently obtained through FOI and EIR, this is a situation that is fully familiar to the City Council and only too evident by the subsequent actions of the Council in its agreement with the developer of the S106 legal agreement.

Councillor Wendy Fitzgerald in October 2020 highlighted her concerns about the Officer’s disregard concerning the timely and necessary provision of essential infrastructure at Parc Mawr.

Despite repeated requests up to her death, Councillor Fitzgerald never received a response that addressed her concerns. As a result, we are left with the situation we now have in Penllergaer – no relief road, increased traffic congestion and no primary school that satisfies the needs of our children.

For the City council to ignore this situation and promote a vision and strategy for LDP2 that avoids the problems caused by its earlier actions is unacceptable.

**Failure to address the education needs of our community.**

The manner in which the City Council has pampered to the developer and its viability problems is only further evidence that the developer’s ambitions for the site do not go beyond the initial construction phase for 184 houses.

In this instance, we would remind you of the requirements of Policy SD C, which says:

*Site C is allocated for a comprehensive, residential led, mixed use development of circa 644 homes* ***during the Plan period****,* ***incorporating Primary School****, leisure and recreation facilities, public realm, public open space and appropriate community and commercial uses.*

It goes on to say:

*DEVELOPMENT REQUIREMENTS*

*• Deliver 3 form entry Primary School incorporating community facilities to be* ***sited in a central location to serve new and existing communities*** *and provide safe Active Travel to school. The school must provide an adequate drop off area and incorporate changing facilities on the basis that these could be available for use by the community in association with the school playing fields.*

All would appear quite straightforward.

The planning policy dictated that a primary school was to be built on the site in a central location and within the Plan period. This all would appear to generally accord with pages 61 and 62 of the planning report, but we have highlighted issues that raise serious questions over the subsequent actions of Officers in the drafting of the S106 Agreement.

The report says:

*In terms of education provision and obligations, the comments of the Council’s education department will obviously be important to assess the proposed approach for school delivery.* ***The fundamental LDP requirement for the site is that a 3 form entry school will be delivered at this location****. It requires that the school incorporates community facilities to serve the new, as well as the existing, community. The size of the school stipulated in the LDP arose from detailed discussions with the applicant and the Council’s Education Department at the time of LDP production, and again during the Examination of the Plan.*

***These specific requirements, for a 3 form entry school to be at the heart of the new neighbourhood****, have been integrated into the masterplan and were* ***promoted by the Council and the applicant in its Statement of Common Ground submitted to the Examination****. The 3 form entry school requirement was prescribed in the LDP to align with the Education Department’s forward planning strategy in terms of the nature and location of new schools required to serve current and future populations. As such, unless consultations with the Education Department indicate there has been a change to the Council’s strategy for future education provision for this area, it remains the case that* ***the development must enable a 3 form entry school to be delivered at the site.*** *The exact contributions and/or buildings to be constructed at the site will need to be appropriate having regard to ‘CIL Regulations’ and be appropriately related to what the application itself generates in terms of obligations. Whatever is agreed for stipulation in the s106 as being an appropriate quantum of contributions to be paid /****size of school building to be constructed by the developer****, it is important that the area of land reserved for the primary school is large enough to facilitate the delivery of a 3 form school over time. This approach will be in accordance with the LDP requirements and policy objectives, subject to appropriate facilities within the school being intended to be made available for wider community use. The above approach to education measures will ensure the Council can continue to strategically plan in a co-ordinated, sustainable manner for Swansea’s growth, and safeguards the recreational and educational needs of its communities now and into the future. Having regard to the plans submitted,* ***the applicant has indeed considered the school requirements in some detail, including its appropriate location, and has suitably determined that the facility should be an integral part of the scheme****. This has been evident during the applicant’s comprehensive masterplanning of the site. The phasing of the delivery of the school (including whether it is proposed to be delivered and opened in stages, having regard to the demand generated by the development and where this is agreed to by the Education Department),* ***will need to be the subject of detailed considerations as part of the s106 agreement. The s106 negotiations will also determine the amounts, and timings, of any financial contributions that may be considered necessary in lieu of the applicant themselves constructing the school.*** *Clearly such discussions will need to involve the Education Department. Such considerations need also to have regard to the viability evidence that underpinned the allocation of the site in the LDP and any updated evidence on viability matters if that is submitted. Financial viability matters are of course of relevance not just for education provision. It is a vital factor for consideration of the whole phasing programme for the development and all infrastructure requirements, having regard to the requirements set out in LDP policy****.***

It is clear from this report that the provision of the school on the site is a fundamental requirement of the LDP.

The school is intended to serve the new and existing communities, all of which was confirmed by both the developer and the council in the SoCG evidence it provided to the Inspectors during the examination of the Deposit Plan. (The subsequent actions of both the City Council and the developer raise serious concerns over the adequacy and credibility of this document. However, the purpose of this submission is to address the consequences of these actions)

The school is to be built by the developer, but later provisions are made to absolve the developer of this obligation in lieu of financial obligations imposed through the S106 that would need to reflect the demand generated by the development and also align with the Education Department’s forward planning strategy in terms of the nature and location of new schools required to serve current and future populations.

The report on education matter concludes by saying:

***“I am not aware of viability being raised by the applicant at this stage as a reason to not be able to deliver any development requirements set out in the Plan”.***

The correspondence released through FOI/EIR disclosure does not support this statement. The statement is a clear misrepresentation of the facts and should not have been made.

The planning consent was subject to the signing of a S106 Agreement. Contemporaneous with the signing of this agreement, the developer exercised its right to absolve itself from its building obligations for the school.

The financial considerations flowing from this, and agreed between the developer and the council, did not reflect the education provision associated with the demand generated by the development. Instead, disproportionate financial contributions that were agreed related simply to housing completions, effectively presenting little or no financial burden on the developer or reflection of the building cost.

If the developer’s ambition went beyond the initial phase, the stage payments agreed between the parties presented a funding mechanism to the Council that would not enable the financing of the building cost of the school to be undertaken in the necessary timely manner. Additional short to middle term funding would have been required to cover the funding shortfall created by the inevitable delay in housing completions. But, of course, this did not matter if the developer ambitions went no further than the initial phase, and the drafting of the S106, accordingly, restricted the developer’s financial exposure in this instance and provided the developer with an exit strategy.

Therefore, the initial payment to be made on completion of the 100th house is a meagre £100 000.

To put this all into context, the 100 homes represent **16%** of the demand generated by the development at this point in time, but the financial contribution is only **0.01%** of the building cost of the school.

The developer was also required to pay the design cost for the school on the commencement of the development. This sum was £242 836, if it is not spent by the City Council, will shortly become repayable to the developer. If the City Council intend to fulfil the building obligations for the primary school, this money should have already been expended.

Finally, perhaps the greatest indicator that the developer’s intention for the site and its education obligations do not go beyond the initial phase; is that the agreement provides for any financial contributions that are paid to the Council by the developer can be used on education facilities within a 3 miles radius of the development within Swansea.

This clearly does not accord with Policy SD C.

All the above identify that the education problem we have in Penllergaer is largely of the City Council’s own making, a worsening situation that needs to be addressed in LDP 2.