



Our Ref: A064211

Your Ref: 2047 & 3295

Date: 10 April 2014

Rhondda Cynon Taf County Borough Council

Spatial Development Team
Regeneration and Planning
Floor 3
Sardis House
Sardis Road
Pontypridd
CF37 1DU

Dear Sir/Madam,

**Modifications to the Community Infrastructure Levy (CIL) Draft Charging Schedule
Representations on behalf of Talbot Green Development Ltd**

Further to our representations on behalf of Talbot Green Developments Limited (TGDL) dated 7 August 2013 and our request to appear at the forthcoming Examination, we write to update the Inspector on material matters and to respond to the Council's Report of Comments and Responses, dated October 2013.

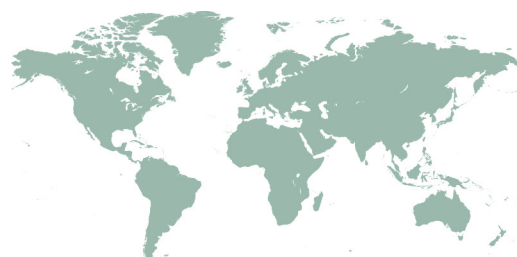
Our original representations objected to the Council's failure to entertain Discretionary Relief despite the potential for a duplication of payment towards strategic highway infrastructure and the unfairness this creates and, importantly, the potential to render an LDP strategic site allocation (Talbot Green Town Centre – LDP policy SSA8) unviable as a result.

Since our original representations full planning permission was granted on 27 November 2013 for phase 1 of the town centre (a Sainsbury's supermarket and associated development, including highway infrastructure) under reference 12/1102/10 (attached). The development was subject to a s106 agreement dated the same day (also attached). The Inspector's attention is drawn to Clause 1 of Schedule 3 and the associated definition of "Strategic Highway Contribution". We also attach the committee report for this application and draw the Inspector's attention to the italic text on page 164.

Finally, we can confirm that while the LPA resolved to grant permission for the outline planning application for the entire town centre on 18 July 2013 (i.e. the phase 1 supermarket and the remaining 'phase 2' element – LPA ref: 11/1330), the associated s106 agreement remains

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unsigned and accordingly the application remains undetermined. We attach the committee report for application 11/1330 and draw the Inspector's attention to the conditions listed out from page 11 and request that it be noted that:

- No condition is included which lists out the approved plans (thus effectively precluding a s73 application to vary the scheme). While it has been informally indicated that Council officers will use delegated powers to include such a condition, there is no currently guarantee that this will happen; and
- Condition 65(i) requires the signalisation of the Glamorgan Vale Retail Park Roundabout (which is one of the elements included on the Council's Regulation 123 list).

It is clear from the above that:

1. Implementation of permission 12/1102 for phase 1 of the town centre (programmed for summer 2014) will trigger the payment of £2.05M towards improvements of the A4119/A473 roundabout; infrastructure which is included on the Council's Regulation 123 list (see s106 agreement dated 27 November 2013);
2. This payment provides mitigation for both phase 1 and phase 2 of the proposed town centre (see page 164 of the application 12/1102 committee report);
3. There is no guarantee that a s73 application will be possible to amend the details of the phase 2 development even in a minor way, should that prove necessary (see conditions set out in the application 11/1330 committee report). Even were such a condition to be added under delegated powers to allow a s73 application in principle, potential changes to phase 2 may nonetheless necessitate a new full or outline planning application;
4. In such circumstances (if a CIL Charging Schedule were in place) a CIL payment would be required for the infrastructure set out on the Council's Regulation 123 list, including the improvements to the A4119/A473 roundabout and signalisation of the Glamorgan Vale roundabout.
5. No account would be taken of the £2.05M which would already have been paid under the terms of the s106 agreement. The Council's refusal to entertain Discretionary Relief or enter into a Memorandum of Understanding would therefore result in a 'double dipping' payment, contrary to clear guidance in this respect (and, indeed, natural justice considerations).
6. The viability of the Council's strategic site allocation would thus be put in question. No account appears to have been taken of this.

We note that the Council's response to our earlier representations, set out on page 31 of their 'Report of Comments and Responses', dated October 2013, appears to confuse our representations made on behalf of TGDL with those made on behalf of another client (Sainsburys Supermarkets Ltd – see page 28 of the



Report of Comments and Responses). The Council are incorrect to state "The condition suggested by the objector has been attached to the relevant consent" as, in fact, permission has yet to be issued for application 11/1330.

Finally, we can confirm that we have invited the Council to enter into a Memorandum of Understanding in order to avoid a potential 'double dipping' payment and await their response in this regard. In the absence of entering into such a document we consider it essential for the Council to entertain Discretionary Relief in order to avoid unfair 'double dipping' payments and to avoid placing unfair strain on the development of one of the Council's key strategic sites, potentially rendering it unviable and undeliverable.

Thank you for your consideration.

Yours faithfully,



Director

For and on behalf of WYG

Encl

Full planning permission 12/1102/10 dated 27.11.13 for phase 1 of the town centre

Section 106 agreement in respect of permission 12/1102/10

Committee report in respect of permission 12/1102/10

Committee report in respect of outline application 11/1330 for the whole town centre (phase 1 & phase 2)