

**Case Officer:** Richard Greig

**Recommendation:** To Discharge

**Applicant:** Dorchester Group

**Proposal:** Discharge of Schedule 4, Clause 12.1 of the S106 Agreement for 16/02446/F to provide a Training and Employment Plan (TEMP)-Phase 9, Heyford Park

**Expiry Date:** 5 July 2021

**Extension of Time:** 24 February 2023

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## **1. APPLICATION SITE AND LOCALITY**

- 1.1. The application site, equating to approximately 12 hectares in area, comprises a part of the former RAF/USAF Upper Heyford airbase, designated as a new settlement (Heyford Park). The site is bounded by Camp Road to the north, Kirtlington Road to the west, agricultural land to the south and to the east by the existing settlement of Upper Heyford.

## **2. DESCRIPTION OF PROPOSED DEVELOPMENT**

- 2.1. This application seeks to discharge Clause 12.1 of Schedule 4 to the Planning Obligation by Deed of Agreement (dated 6 April 2020) under section 106 of the Town and Country Planning Act 1990 relating to Land at Phase 9, Heyford Park, Upper Heyford, Oxfordshire.

## **3. RELEVANT PLANNING HISTORY**

- 3.1. following planning history is considered relevant to the current proposal:

Planning Reference: 16/02446/F

- Erection of 296 residential dwellings (Use Class C3) comprising a mix of open market and affordable housing, together with associated works including provision of new and amended vehicular and pedestrian accesses, public open space, landscaping, utilities and infrastructure, and demolition of existing built structures and site clearance works.

- Granted 7 April 2020.

## **4. PRE-APPLICATION DISCUSSIONS**

- 4.1. No pre-application discussions have taken place with regard to this proposal.

## **5. RESPONSE TO PUBLICITY**

- 5.1. The nature of this application is such that no formal publicity period is required to be undertaken.

## **6. RESPONSE TO CONSULTATION**

- 6.1. Below is a summary of the consultation responses received at the time of writing this report. The responses are available to view in full on the Council's website, via the online Planning Register.

### NON-STATUTORY CONSULTEES

6.2. Economic Growth

*"The Training and Employment Plan provided for this development is a valuable first step. It requires, however, the addition of practical details and the support of partners to be most effective.*

*The more structured CEP framework developed by OxLEP could help to achieve this, indicating how this could be achieved over time by the applicant alongside the practical support of public agency partners through a small 'steering group'."*

## **7. APPRAISAL**

- 7.1. As referenced under section 2 of this report, this application relates to a Planning Obligation (Clause 12.1 of Schedule 4) by Deed of Agreement secured under section 106 of the Town and Country Planning Act 1990.

- 7.2. As set out under section 106A of the Town and Country Planning Act 1990 a planning obligation may only be modified or discharged by agreement between the appropriate authority and the person or persons whom the obligation is enforceable; or, in accordance with section 106B (Appeals) of the aforementioned Act. Where an application is made to discharge an obligation, as is the case in this instance, the authority may determine:

- a) that the planning obligation shall continue to have effect without modification;
- b) if the obligation no longer serves a useful purpose, that it shall be discharged; or,
- c) the obligations continues to serve a useful purpose (but with modifications).

- 7.3. Clause 12.1 of Schedule 4 requires, prior to the development being implemented, the submission and approval in writing of a TEMP (defined under the Deed of Agreement as a 'training and employment plan').

- 7.4. Following the initial submission and consultation with Economic Growth the TEMP has been revised accordingly to specify the arrangements by which the owners will provide the appropriate number (i.e., 15) of construction apprenticeships during the construction of the development and how those numbers will be delivered – in accordance with the prescribed requirements of the TEMP, as defined under the Deed of Agreement.

## **8. PLANNING BALANCE AND CONCLUSION**

- 8.1. Having regard to the above and the submission of the TEMP it is considered that the obligation (i.e., Clause 12.1 to Schedule 4) no longer serves a useful purpose and should be discharged accordingly.

**9. RECOMMENDATION**

That Clause 12.1 of the Fourth Schedule of the Section 106 Agreement in respect of Application 16/02446/F be discharged in accordance with the submitted 'Dorchester Living Training and Employment Plan (TEMP) Heyford Park Phase 9, dated 31 August 2022 (Rev A).

Case Officer: Richard Greig

DATE: 21/02/2023

Checked By: Andy Bateson

DATE: 24<sup>th</sup> February 2023

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