

**Case Officer:** Richard Greig

**Recommendation:** Approve

**Applicant:** Dorchester Group

**Proposal:** Discharge of Clause 2.1.1 of the Eighth Schedule of the S106 agreement of 18/00825/HYBRID requires both the location of the Health Care Facilities (a) along with the specification of the Health Care Facilities (b). Clause 2.1.3 of the Eighth Schedule of the S106 agreements requires the Health Care Facilities to have been constructed to the reasonable satisfaction of the District Council and Care Quality Commission and services provided available to the public (a) and that the facilities are to be used for no other purpose than as a pharmacy and consulting rooms for a period of ten years

**Expiry Date:** 28 July 2023

**Extension of Time:** 28 July 2023

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

- 1.1. The former USAF/RAF Upper Heyford airbase site is located 7km northwest of Bicester, in an isolated rural location, within the parishes of Upper Heyford, Somerton and Ardley.
- 1.2. The former airbase is located at the top of a plateau and is set within otherwise open countryside. Land to the west falls sharply to the Cherwell valley and Oxford Canal (the Canal itself has been designated a Conservation Area). The Grade I listed Rousham Park is located in the valley to the southwest of the site. The Rousham, Lower Heyford and Upper Heyford Conservation Area adjoins the airbase site, whilst the airbase itself has been designated a Conservation Area in view of the international importance of the site and the significant Cold War heritage interest.
- 1.3. There are several designated Scheduled Monuments and listed buildings, and other non-designated heritage assets of national importance on the former airbase site, as well as other unlisted buildings that make a positive contribution to the character or appearance of the conservation area, and much of the airfield is also of ecological importance including a Local Wildlife Site.
- 1.4. The parent permission to which this application relates, was a hybrid submission (Ref: 18/00825/HYBRID) inclusive of 1,175 new dwellings, new employment buildings, retail space and a new medical centre. This application relates to the latter which forms part of the Village Centre North Phase of the Heyford Park development.

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

- 2.1. This application seeks to discharge Clause 2.1.1 and Clause 2.1.3 of the Eighth Schedule to the Planning Obligation by Deed of Agreement (dated 8 September 2022) under section 106 of the Town and Country Planning Act 1990 relating to Land at Larsen Road, Upper Heyford.

### **3. RELEVANT PLANNING HISTORY**

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

Application Ref: 18/00825/HYBRID

- Hybrid Planning Application
- Approved 9 September 2022

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

4.1. No pre-application discussions have taken place regarding this proposal.

### **5. RESPONSE TO PUBLICITY**

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

### **6. RESPONSE TO CONSULTATION**

6.1. No consultations undertaken.

### **7. APPRAISAL**

7.1. As referenced under section 2 of this report, this application relates to a Planning Obligation (Clause 2.1.1 and Clause 2.1.3 of the Eighth Schedule) by Deed of Agreement secured under section 106 of the Town and Country Planning Act 1990 in respect to hybrid planning permission 18/00825/HYBRID.

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 2.1.1 of the Eighth Schedule requires a) the location of the Health Care Facilities within the site; and, b) the Health Care Facilities Specification, to be submitted to and approved by the District Council, prior to the occupation of any dwelling.

7.4. In response to the above, the location of the Health Care Facilities, integral to the hub of the community, within the Village Centre North phase, provides a logical base. In turn, it is acknowledged that the Health Care Facilities Specification conforms to the '*Health Building Note 11-01: Facilities for Primary and Community Care Services*', as directed by the '*Health Care Facilities Specification*' definition under the Eighth Schedule.

7.5. Accordingly, the details are considered to satisfy the requirements of Clause 2.1.1 of the Eighth Schedule.

- 7.6. Turning to Clause 2.1.3 of the Eighth Schedule, the Health Care Facilities are to be a) constructed and provided to the reasonable satisfaction of the District Council and Care Quality Commission and the services therein made available to the public, prior to the occupation of 300 dwellings; and, b) not to be used for any purpose other than Health Care Facilities for a period of ten years from being provided to ensure they remain open and available for those purposes to serve the residents of the development.
- 7.7 In response to the above it is acknowledged that the facilities have been delivered to the reasonable satisfaction of the relevant authorities and made available to the public. Moreover, the applicant has confirmed that the nature of the lease (i.e., to be occupied as a pharmacy and consulting rooms) and the length of term (i.e., 15 years) are such that the facilities would remain open and available to the wider community in excess of the specified 10-year period.
- 7.8 Accordingly, the details are considered to satisfy the requirements of Clause 2.1.3 of the Eighth Schedule.

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

- 8.1. Having regard to the above it is considered that the obligations (i.e. Clause 2.1.1 of and Clause 2.1.3 of the Eighth Schedule) no longer serve a useful purpose and should be discharged accordingly.

## **9. RECOMMENDATION**

That Clause 2.1.1 and Clause 2.1.3 of the Eighth Schedule of the Section 106 Agreement in respect of Application 18/00825/HYBRID be discharged in accordance with the submitted document, namely '*Health Care Facilities Specification Heyford Park Dorchester Living Ltd 31st March 2023*'.

Case Officer: Richard Greig

DATE: 19 July 2023

Checked By: Andy Bateson

DATE: 19<sup>th</sup> July 2023

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