DELEGATED APPLICATIONS - ASSESSMENT SHEET

APPLICATION NO./ADDRESS:
S106/23/0020
Mowbray (formerly Land North of Horsham), Horsham, West Sussex,

DESCRIPTION:
Discharge of planning obligations attached to planning approval DC/16/1677 (Schedule 9, paragraphs 2.2-2.5) relating to the provision of the health facility.

RELEVANT PLANNING HISTORY:

DC/16/1677	Outline planning application with all matters reserved except access for a mixed use strategic development to include housing (up to 2,750 dwellings), business park (up to 46,450 m2), retail, community centre, leisure facilities, education facilities, public open space, landscaping and related infrastructure	Application Permitted on 01.03.2018
DC/19/0984	Non material amendments to approved application DC/16/1677 (the North Horsham Development site) for amendments to the wording of conditions 5,7,8,9,11,12,13,14,16,17,18,19,22,28, 31 & 54 and the introduction of a new condition to enable the Principal Access Works to come forward	Application Permitted on 12.06.2019
DC/21/0181	Non Material Amendment to condition 2 of DC/16/1677 (Outline planning permission for Land North of Horsham strategic site) to amend all parameter plans.	Application Permitted 12.03.2021

PLANNING ASSESSMENT
Planning Application DC/16/1677 was granted consent on 01.03.2018. Consent is sought to discharge Schedule 9, paragraphs 2.2-2.5 of the s106 relating to the Mowbray development site.

Clauses 2.1-2.5 state the following:

2. The Owners covenant with the District Council to:

2.1. Notify the CCG in writing of the date of Commencement of Development within 5 Working Days of the date of Commencement of Development;

2.2. Engage with the CCG to determine whether the Healthcare Facility should be provided;

2.3. Prior to Occupation of 450 Housing Units to provide evidence of engagement with the CCG satisfactory to the District Council to determine whether the Healthcare Facility should be provided;

2.4 Not to occupy or permit Occupation of more than 450 Housing Units until evidence of engagement with the CCG satisfactory to the District Council to determine whether the Healthcare Facility has been provided;

2.5. Prior to Occupation of the 450 Housing Units to notify the District Council in writing specifying whether the Owners have elected to:

> *2.5.1 provide the Healthcare Facility in which case the provisions of paragraph 3 of this Schedule shall apply; or*
>
> *2.5.2 not to provide the Health case Facility and the provisions of paragraph 4 of this Schedule shall apply.*

Under the provision of the legal agreement, Schedule 9 includes options for either the delivery of the Healthcare Facility onsite within the Local Centre, onsite on the Employment Land by way of contribution, or for a contribution to be paid to go towards improvements to healthcare facilities within 5km of the development.

Pursuant to clauses 2.2 and 2.3 the developers/Owner L&G have been engaging with the CCG for the provision of a health facility at the Mowbray development site. Through these discussions, which have included the District Council, it has been agreed that the Healthcare Facility will not be provided within Phase 1. This is due to various issues with delivery and the space required for the facility and its required levels of parking. It has instead been agreed between all parties that the healthcare facility will instead be delivered within the Employment Land in Phase 2 as this part of the site has the available space for the size of facility required by the CGG and its necessary parking capacity. The prospective site within the Employment land is in proximity to the planned bus route and is walkable from the village centre and nearby homes.

It is however noted that Schedule 9 does not allow for direct delivery of the Health Centre on the Employment Land by the Owner, rather the Schedule as written requires a payment to the Council to enable the delivery on the Employment land (the "On-site Healthcare Contribution"). This is triggered by the Owner first agreeing with the Council under clause 2.5.2 that they will not be providing the Healthcare Facility (defined in the agreement as only being the facility within the Local Centre). This application therefore seeks the Council's agreement that the Health Centre will not be provided in accordance with paragraph 2.5.2.

In terms of the delivery of the healthcare facility, L&G have confirmed in email exchanges and in meetings that they are committed to its delivery within the Employment land. No specific designs are available at this stage for the type/ scale of Healthcare Facility L&G and the CCG are envisioning on the Employment Land. It is therefore not possible at this time to estimate costs for delivery of the facility. As a benchmark the S106 definition of Healthcare Facility provides for a facility with the local centre of between 1,500 sq.m and 2,000 sq.m GIA (equivalent to c. 15,000 to 20,000 sq.ft) built to shell and core, or payment of the on-site/ off-site financial contribution of £1,698,210. Taking the indices as they stand today, the index linked healthcare contribution would be £2,250,461.38 if paid in March 2024 (Nb payment is not due until 650 homes are occupied.

L&G has reviewed BCIS cost data and there is no publicly available data for shell and core medical centres. Offices constructed to shell and core would not be dissimilar to a shell and core medical centre so they have used that as the most comparable. BCIS office cost data indicates that a building of the size range set out in the S106 could cost between £1.18m and £1.57m to build to shell and core (BCIS mean cost December 2023). This is well within the commuted sums indicated above.

Whilst this would cover the cost of building the health facility to shell and core, the fitting out of the health facility for its use would need to be funded alternatively, as this is not covered by the legal agreement. Discussions are ongoing between the CCG and L&G as to how the fit-out will be funded.

Officers therefore have comfort that the provision of a healthcare facility on the Employment land is a deliverable commitment by all parties, with the on-site healthcare contribution to be held by the Council prior to its spend by L&G and/or the CCG as necessary.

As there is evidence of sufficient engagement between the Owners L&G and the CCG, the Council is satisfied that clauses 2.3 and 2.4 have been satisfied and that clause 2.5.2 is triggered for the delivery of the healthcare facility.

Recommendation: Application Permitted

NOTE TO APPLICANT

POSITIVE AND PROACTIVE STATEMENT

Statement pursuant to Article 35 of the Town and Country Planning (Development Management Procedure) (England) Order 2015. The Local Planning Authority has acted positively and proactively in determining this application by assessing the proposal against all material considerations, including planning policies and any representations that may have been received, in order to be able to, where possible, grant permission.

Plans list for: S106/23/0020

Schedule of plans/documents **approved**:

Plan Type	Description	Drawing Number	Received Date
Supporting Docs	Cover letter		27.09.2023

DELEGATED

Case Officer sign/initial Jason Hawkes Date: 18.03.2024

Authorising Officer sign/initial Adrian Smith Date: 11/04/2024