

Matter 1 – Legal Requirements, Duty to Co-operate and Cross Boundary Issues

1. Introduction

1. This Statement is submitted on behalf of The Kesgrave Covenant Ltd, which has an interest in land within and adjoining the Borough boundary at north-east Ipswich. The Kesgrave Covenant Ltd are broadly supportive of the strategy set out by the Council in the draft Core Strategy, but have particular concerns over the lack of cross-boundary working in respect of housing provision, which results in part of the Council's objectively assessed housing need not being met by the draft Plan.

2. Response to Inspector's Questions

Question 1.3 Has the Council engaged constructively ... on strategic matters of relevance to the Plan's preparation, as required by the Duty to Co-operate?

2. There is a long history of successful joint working between the Borough Council and its neighbours on a wide range of matters, and the Ipswich Policy Area has for many years provided an effective geographic basis for cross-boundary working. We do not doubt (and the Duty to Co-operate Statement SUCD21 confirms) that proactive joint working has occurred on a number of strategic matters.
3. Our concerns relate only to the matter of strategic housing delivery.
4. On this topic, document SUCD21 acknowledged in the first bullet point on page 1 that meeting objectively assessed needs (OAN) is a strategic priority that needs to be addressed through the Duty to Co-operate. We note also that as a result of the Duty to Cooperate, a Memorandum of Understanding (MoU) has been produced relating to housing delivery in the Ipswich Housing Market Area (page 4 and Appendix 2 of SUCD21), and agreement for Ipswich and Suffolk Coastal to produce either joint or aligned Local Plans, commencing in 2016.
5. The MoU gives an OAN for Ipswich of 13,550, and an OAN for the wider Housing Market Area of 34,250, but also states that these figures may be changed. It notes that for Ipswich, 5,578 units out of the 13,550 (just over 40%) remain to be identified, and that some of these may need to be found outside the Ipswich boundary.
6. It would be helpful to have clarification of the status of the MoU, as the December 2015 Duty to Co-operate refers to the MoU at Appendix 2 as a Draft.
7. On the face of it, and on the assumption the MoU is or will shortly be signed, there would appear to be a commitment in principle to meet OAN across the wider Housing Market Area, but the document does not provide:
 - (i) Any firm commitment to what the OAN figure is;
 - (ii) Any clarity as to the actual scale of the 'missing' element of Ipswich's OAN which is to be provided elsewhere;

- (iii) Any certainty as to the broad location of the missing element (the MoU does not, for example, confirm that any unmet need from IBC would be met in the Ipswich Policy Area, it only seeks to reassure that OAN would be met across the wider Housing Market Area;
 - (iv) Any evidence per se that OAN can be met across the wider Housing Market Area in an appropriate and sustainable manner.
8. Whilst we therefore agree that, in the light of the MoU, the Council has engaged constructively with relevant organisations on relevant strategic matters, the outcome of that exercise falls short of what is needed to give sufficient clarity to the means by which OAN is to be met, the matter to which we now turn under question 1.4 below.

Question 1.4 Does the plan provide effective outcomes in terms of cross-boundary issues? In particular is the approach of policies CS2 and CS7 that 3,378 dwellings will be provided by joint working with neighbouring authorities later in the plan period (in line with policy CS6) soundly based and in accordance with national policy? Is there sufficient certainty that these housing needs will be provided for? If you consider that the plan is not sound in this respect could it be modified to make it so?

9. Paragraph 47 of the NPPF seeks to ensure that Local Development Plans identify where new housing is to be provided, either through a specific supply of deliverable sites, or, for the latter part of the Plan period, the broad locations for housing. As currently drafted, the Core Strategy does not provide any clarity on the ‘broad locations’ for the missing 5,578 units. The Duty to Co-operate Statement and the MoU are not part of the Development Plan, but even these in effect only seek to provide some reassurance that OAN will be met within the wider Housing Market Area (comprising four local authority areas), which in our view cannot be taken as being a ‘broad location’ in the context of the NPPF.
10. The rationale given in paragraph 47 is that this information is needed to ensure that housing supply is increased. For the reasons given in paragraph 7 above, whilst the MoU may give the Inspector some comfort that there is high level political will to achieve OAN across the wider Housing Market Area, the MoU is not part of the Development Plan, and in any event stops short of providing any substantive evidence as to whether/how this can be achieved.
11. Although not specifically stated in Paragraph 47, we would also suggest that the identification of broad locations at the least is necessary so that a reader of the Plan is able to understand what the implications of the development strategy actually are – the absence of clarity on the location of some 40% of the housing requirement makes it difficult to assess the impact of the Plan.
12. Paragraph 47 does contain the caveat that broad locations should be identified “where possible”. Both the Plan itself and the Duty to Co-operate/MoU clearly envisage that it will be possible to identify the locations for the additional development in due course, since they envisage either joint or aligned plans coming forward to do just that. It is not the case therefore that it is not possible to identify the locations for the additional housing development that will be needed, it is just the case that the work has not yet been done.

13. As per our original written submissions, we would also submit that, under paragraphs 47 and 179, the starting point for meeting OAN is that it should be met within the local authority area within which the need arises, and resort to joint working and meeting needs outside that area should only be necessary where the full need cannot be met locally. Whilst we accept that the likelihood is that some of the ‘missing’ element will need to be met in adjoining areas, there is additional land within the Ipswich Borough Boundary that is identified in the SHLAA as being suitable for housing (including land which The Kesgrave Covenant Ltd has an interest in).
14. The Core Strategy refers to the scope for additional housing development in the Borough boundary being “limited”, not non-existent, and therefore at this stage, we do not believe that the case has been made as to why additional locations are not being identified within the Borough boundary.
15. For the above reasons, we do not consider the approach under Policies CS2 and CS7 to meeting housing needs later in the Plan period is sound.
16. The final part of the Inspector’s question asks whether or not the Plan could be modified to make it sound. In our original representations, we set out a suite of proposed changes, which aimed to provide greater clarity on the broad locations for future development. We believe that such changes could be made, as additions to the current strategy, but would clearly require significant additional work both in terms of an evidence base to support any additional locations, and consultation.
17. However, should the Inspector consider that it is not necessary for this Core Strategy to identify the additional broad locations that we suggest, but agrees that the current framework of Policies CS2 and CS7 is insufficient to provide the clarity/certainty needed in respect of housing delivery, there are other alterations to the Policies CS2 and CS7 which could assist, including:
 - As per our original submissions, the word ‘endeavour’ should be removed from Policy CS7. If the Council considers that the Duty to Co-operate Statement/MoU provides certainty of future housing delivery, then there is no need for Policy CS7 to be qualified with the word ‘endeavour’;
 - The last sentence of Policy CS7 should be altered to make clear (a) that suitable land within the Ipswich boundary will be used first, and (b) that any residual housing need that cannot be met within the borough boundary will be met within the Ipswich Policy Area. This change would help to ensure that the NPPF requirement for housing need to be met within the district of origin is achieved so far as possible (and that any unmet need thereafter is addressed within the local area, rather than the wider housing market area). Potential wording would be as follows:

“To meet the remaining requirement of 5,578 dwellings to 2031, the Council will rely on windfall sites within the Ipswich administrative area and will work with neighbouring local

authorities to address housing need later in the plan period by identifying additional suitable locations for residential development, focussing firstly on locations within the Borough boundary, but in the event that insufficient land exists within the Borough boundary, locations outside the Borough boundary within the Ipswich Policy Area.

- Similarly, part (b) of Policy CS2 should be amended to make clear that unmet housing need from Ipswich should be met within the Ipswich Policy Area, not the wider housing market area. The proposed wording would be:

“b. Later in the plan period, working with neighbouring authorities to address housing need within the Ipswich Policy Area ~~housing market area.~~”