

## CONSTRUCTION MANAGEMENT PLANS

My name is Suzanne Gardiner, and I have been a resident of the City of Melville for all but one year of my life. I lived in Applecross initially, and then moved to Mount Pleasant in 2020.

I congratulate the Council on its recent initiatives to take more account of the negative impacts of development on the City's ratepayers, residents, businesses and visitors, with this Construction Management Plan being one of these initiatives.

The stated intent of this plan is "to minimise the impact of construction on the riverine environment, adjoining landowners, the surrounding road network and to help protect the City's assets". The plan goes some way to achieving the objectives listed. Nevertheless, there still appears to be a significant shortfall in the acknowledgement of the effect of development on adjoining landowners. My reference point particularly relates to the Canning Bridge Activity Centre, as this is the area in which I am most familiar.

The plans for the CBAC were supposed to revitalise the area. My opinion is that the development works that have resulted from the CBACP have resulted in an area that is more blighted than before. An area that desperately needed revitalisation has, as a consequence of the implementation of the CBACP, resulted in an area less liveable, less green, and is extremely difficult to get around in. This is not a comment on the finished developments (as bad as many of them are), but the PROCESS of development. It is the building process itself that is a major part of the blight problem, and it is unlikely to improve in the next 10 – 20 years.

If the building process was relatively quick, the impact could be dealt with/put up with. But the current developments are taking 2 – 5 years, and simply because of this time frame, the community affected by the development needs more protection. More importantly, the adjacent landowners and nearby affected businesses should have the right to more protection the longer the development is likely to take to construct.

It appears to me that construction companies are provided with rights that far exceed the rights of others in the community. They can be noisier, block roads and footpaths, are not held to account for agreements with neighbours (eg BA20 or BA20A where the only recourse for neighbours is through the civil courts), use their numbers and vehicles to bully and intimidate neighbours, get parking restrictions waived etc. This level of power, if not controlled by the City which is meant to create a liveable environment for the ratepayers, residents, businesses and visitors, will be abused. My observation is the level of abuse of this power has become worse.

Being considerate is part of being a good corporate citizen. The LPP and Plan should reflect this.

My issues with the Plan are as follows.

**Definitions.** The interpretation of the Plan is dependent on how some words are interpreted, and hence whether the intent of the policy/Plan is enforceable. What does "adjoining landowners"

mean? Does it cover lessees for example? Does “road reserve” mean the road and verge? Further work needs to be undertaken to identify words or phrases that require definition.

**Adjoining landowners’ assets need to be maintained and protected.** Neither the intent nor objectives of the Plan specifically state this. It is a poor attitude that the City is only concerned with its own assets being maintained and protected. I further feel that it should also be stated that the City acknowledges the right of adjoining landowners to the **quiet enjoyment** of their assets. The objectives should add another dot point “To maintain and protect adjoining landowners’ assets and to protect occupiers rights to the quiet enjoyment of the adjoining premises.”.

**The longer the development time frame, the greater the requirement for the developer to be considerate to adjoining landowners.** The Plan says nothing on this matter. A short period of noise, disruption from parking etc may be acceptable, but not if it goes on for 5 years. It is also not an excuse if a builder estimates a 1-2 year time frame but it extends well beyond this (whether or not for reasons within their control). Concessions granted for a shorter time frame should be cancelled and even more strict controls applied.

**Road and footpath obstruction.** A clear and safe pedestrian access must be maintained at all times and the Plan should reflect this. Clause 3(b) is written in a wishy washy manner open to interpretation. Scaffolded path access is required if there is no other alternative to providing access. I again refer to the issue of the longer the build, the greater then need to provide safe pedestrian access at all times. I remind the City that most land occupiers are not allowed to block a footpath at any time, so why is a long term exemption given to a builder?

**Structures within the road reserve.** Clause 3(f) appears to be open to interpretation. If the road reserve includes the actual road, is the developer allowed to erect a structure upon it? Particularly in the light of the fact that the clause later refers to the “verge” which infers the verge is a subcomponent of the road reserve. To put my position clearly, no structure should be allowed on the road itself as this is a clear use of public land (presumably without financial recompense to the relevant authority, although my opinion does not change if there is recompense) for private gain. With respect to the verge, provided pedestrian access is maintained then structures should be allowed. However, the wording is unclear as to whether access to the verge extends beyond the building site. It could be inferred that the builder can erect structures on adjoining or nearby land, particularly if that adjoining or nearby land is publicly owned (eg a park). This should not be allowed.

**Work hours.** Regarding clause 4(b), if there is a nearby residence, then work hours should never be allowed to extend beyond 7.00am – 7.00pm Monday to Saturday. It is unreasonable not to allow householders at least one day a week plus their evenings that they can plan events with surety of quiet enjoyment.

**Control of sand and dust.** Clause 4(b) needs to add a requirement for remediation of affected neighbours if sand and dust is not controlled.

**Vehicle wash downs.** Why is this clause required in the City of Melville for a construction site?

**Compliance.** If a builder does not comply with their CMP (or indeed any other conditions attached to the approval process), there appears no method to effectively enforce it (short of court action). Developments of above \$5,000,000 (for example) should be required to post a bond with the Council to effect compliance and/or remediation, such bond to be topped up within 28 days if the bond is used, or their building licence will be suspended until the bond is topped up.

**Dilapidation reports, consultation with neighbours etc.** Before a Plan is approved the **City** (NOT the developer) should write to each identified stakeholder advising what has supposedly been said to them/agreed by them/seen by them/signed by them. The stakeholder should be given 28 days to respond. If the stakeholder has been bullied, it gives them a cooling off period. If the stakeholder has been misrepresented, then they have the opportunity to correct the record.



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