

29 January 2010

Your Ref: A0970: CP: sf

Mr. Deon Van der Linde  
Acting Director Strategic Community Planning  
Serpentine Jarrahdale Shire  
6 Paterson Street  
Mundijong WA 6123

Dear Mr. Van der Linde

**Re: LOCAL PLANNING POLICY NO. 4 – DRAFT REVEGETATION POLICY**

The Urban Development Institute of Australia (UDIA WA) is pleased to provide comment on the Shire's *Local Planning Policy No. 4 – Draft Revegetation Policy (LPP 4)*.

UDIA (WA) is the peak body representing the property industry in Western Australia with members engaged in a range of disciplines including land development, planning, environmental planning, urban design, infrastructure and engineering. As you aware, a number of our members are developing in the SJ Shire and have provided the following constructive comments with a view to the final policy being workable for both developers and the Shire.

Industry recognises the intent and the importance of the draft policy for the Shire but there are a number of items in LPP 4 that warrant reconsideration. It is our view that the imposition of bank guarantees for street trees and revegetation works is unreasonable and an onerous requirement that will impact on industry's capacity to deliver land efficiently and cost effectively.

**Specific comments**

**Section 3.0 - Application**

- *Bank guarantees for street and verge trees and treatments will always be required ...* – The provision of street trees is not a requirement of development yet is undertaken by developers to enhance the streetscape, compliment the natural area and provide the benefits outlined in Item 1.0 of the draft policy. Bonding imposes a significant financial burden on developers and would act as a strong disincentive for providing street trees. The imposition of bank guarantees for street and verge treatments is opposed by industry.
- *The timing for establishing street and verge trees and treatments is critical and often after houses are built results in a better outcome.* While we appreciate what the Shire is trying to achieve, UDIA is strongly opposed to this proposal. The timing of house construction is beyond a developer's control and it is unreasonable that the Shire impose a bond on an activity which the developer cannot successfully deliver, that is house construction.

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- *It will be the requirement of the developer to integrate these management requirements often within a single comprehensive management plan.* In accordance with subdivision approval these items are already provided for. Additional requirements are unreasonably onerous on the developer and ultimately the land purchaser.
- *.. are to be outlined in any required comprehensive management plan and submitted for approval as part of the planning process.* While some information can be provided at planning stage much of the information that would form part of a comprehensive management plan would not be available until the more detailed subdivision design stage. The Shire should give further consideration to this proposal as it cannot be complied with.

#### Section 4.0 - Statutory Requirements and Policy Provisions

- *Inspection costs for example may be issued to the proponent as per Shires adopted Fees and Charges Schedule.* Industry does not support the new fee structure as a fee is already paid by developers which includes the cost of inspection.

#### Section 4.0 - Principles

- *Replacement at a ratio of up to 10 trees/plants for every 1 tree/plant removed or twice the area of the affected vegetation.* UDIA is strongly opposed to this requirement as it is totally excessive and will result in considerable costs that inevitably impact on affordability.
- *The Shire will require winter establishments of plants usually between May and August and maintenance bank guarantees for revegetation works.* Whilst developers generally try to plan during this timeframe to improve the survival rate, this is not always possible. For example, if civil construction finishes in August, the planting would be delayed for 9 months during which time the bank guarantee is held by the Shire. This cost implications of the bank guarantee are compounded by the delay in getting lots to the market.
- Bank guarantees have a negative impact on the capacity of the developer to produce lots, particularly in the current financial climate where access to finance is constrained. The Shire should be cognisant that land supply is threatened by the imposition of these types of costs on industry and we caution against them being imposed.
- *The maintenance period after establishment of plants will be usually between 2 and 5 years.* The term 'establishment of plants' must be clarified. A two year maintenance period is supported by industry; maintenance beyond two years should be at the discretion of the developer and not a formal requirement.

#### Section 6.1 – Ground Preparation

- *Ground preparation techniques (usually in May).* There is no practical reason to specify that ground preparation should be done in a specific month.

## Section 6.2 – Vegetation Establishment Techniques

- *Seeds and tube stock should be ordered at least nine months before required.* This is not always possible, developers have no influence over the production of tube stock and this requirement should not form part of a policy document.
- *Planting is to be carried out in early June/July, and possibly August.* This is inconsistent with Section 4 Part 2 which mentions May to August. Whilst developers generally try to plan during this timeframe it is not always possible.

## Section 6.4 - Practical Completion Inspections and Completion Criteria

- *Revegetation is to be addressed up front.* Further clarification is required on how revegetation should be addressed. This will avoid potential conflict and misinterpretation.
- *Where the plant survival rate is below 75% in one year, supplement plantings or seedlings will be required.* The developer should not be liable for replacing plants that are lost due to vandalism, fire or other circumstances that are beyond their control. This is an unreasonable requirement and has significant cost implications, particularly where a 5 year maintenance regime is imposed.
- *Where public open space requires the planting of trees and shrubs these may be bonded with bank guarantees.* The excessive use of bank guarantees has significant financial implications for the developer for the reasons cited above. The Shire must reconsider its proclivity to impose bank guarantees as they are a significant financial burden on developers and threaten land supply.

## Technical comments

- Section 6.2 requires a 50g fertiliser tablet to be planted with each seedling. This is excessive for tubestock (50 mm pots), which normally only require a 10g tablet, and are the most commonly used seedling size in revegetation. Fifty grams of fertiliser is appropriate for larger seedlings (ie 10L trees). The general provision of fertiliser use on all sites is not recommended; if a site is weed infested the fertiliser will support the weeds which are generally more competitive than the natives.

We trust that you will find these comments constructive and that they be given due consideration when finalising LPP 4. While we appreciate that the Shire is seeking to maintain a well vegetated landscape with high biodiversity values, it is incumbent on the Shire to fully understand the cost implications of its proposals that will allow the development industry to successfully deliver lots to the market on time and on budget.

UDIA is currently working closely with State Treasury to identify potential blockages to land supply and its requirements such as those proposed by draft LPP4, that potentially threaten land supply, that have captured the attention of the government. For this reason, we caution against adoption of the policy in its current format as it will result in time delays, increased costs, and reduced affordability for future land purchasers.

Thank you for the opportunity to comment.

Yours sincerely

**Debra Goostrey**  
Chief Executive Officer