



Bonnyrigg Living Communities Project

Explanatory Note, Voluntary Planning Agreement and Infrastructure & Services Delivery Plan

July 2008

Proposed Voluntary Planning Agreement
Bonnyrigg Living Communities Project

Explanatory Note

(in accordance with clause 25E of the Environmental Planning and Assessment Regulation 2000)

Introduction

Section 93F of the Environmental Planning and Assessment Act 1979 (The Act) provides that a planning agreement is a voluntary agreement or ... arrangement between a planning authority and a person who:

- (a) has sought a change to an environmental planning instrument, or
- (b) has made, or proposes to make, a development application, or
- (c) has entered into an agreement with, or is otherwise associated with, a person to whom paragraph (a) or (b) applies.

under which the developer agrees to dedicate land free of cost, pay a monetary contribution, or provide any other material public benefit, or any combination of these, to be used for or applied towards a public purpose.

A previous version of the agreement was publicly exhibited by Council in relation to the development of the Bonnyrigg Estate.

The agreement to which this Explanatory Note relates differs from that previously placed on exhibition in that clause 17 of the agreement has been amended from:

17 Registration of this Agreement

17.1 Registration

This Agreement will be registered on the title of the Bonnyrigg Estate Land pursuant to section 93H of the Act.

to

17 Registration of this Agreement

17.1 Registration

The parties acknowledge and agree that they will seek to ensure that the Minister imposes a condition requiring this Agreement to be complied with in the conduct of the Project as part of the Concept Plan Approval.

If the Concept Plan Approval does not contain a condition requiring this Agreement to be complied with in the conduct of the Project then this Agreement will be registered on the title of the Bonnyrigg Estate Land pursuant to section 93H of the Act.

If the Concept Plan Approval contains a condition requiring this Agreement to be complied with in the conduct of the Project, but that condition subsequently becomes unenforceable, then this Agreement will be registered on the title of the Bonnyrigg Estate Land pursuant to section 93H of the Act.

This change arose from further discussions between the Council, Bonnyrigg Partnerships Pty Limited and the Department of Housing in relation to the potential registration of the agreement on the title of the relevant land. The new clause allows for the Council to seek from the Minister for Planning in the approval of the Concept Plan a condition that requires the developer of the Project to comply with the terms of the planning agreement.

Council considers that this will provide Council with adequate security in lieu of the registration of the agreement on the title of the land under s93H of the Environmental Planning & Assessment Act 1979 (NSW) and in this regard the agreement will only be required to be registered on the title of the land if that condition is not included in the approval issued by the Minister.

Bonnyrigg Partnership has made the Concept Plan application described below and has offered to enter into a planning agreement with Fairfield City Council under which it proposes to pay certain monetary contributions and provide material public benefits on the basis that sections 94, 94A and 94EF of the Act are not applied to developments the subject of the development applications.

This written statement (referred to as an 'explanatory note') has been prepared pursuant to Section 93G of the Act and clause 25E of the Environmental Planning and Assessment Regulation 2000 and, with respect to the proposed Voluntary Planning Agreement:

- (a) Summarises its objectives, nature and effect;
- (b) Contains an assessment of its merits;
- (c) Identifies how it promotes the public interest;
- (d) Indicates how it promotes Council's charter;
- (e) Identifies the planning purposes served by the agreement;
- (f) Indicates whether the agreement conforms with Council's Capital Works Programme.
- (g) Provides a commitment to deliver all relevant infrastructure on the site;
- (h) Distinguishes infrastructure that is required to be delivered by the developer from that which is the responsibility of Government/ Council and confirms that the latter will also be delivered by the developer.

NOTE: This explanatory note is not to be used to assist in construing the Voluntary Planning Agreement.

1. Description of the proposed development and land subject of the proposed Planning Agreement

The Concept Plan Application seeks approval for the proposal known as the Bonnyrigg Living Communities Project (The Development), which Bonnyrigg Partnerships is undertaking, and has a capital investment value of \$570 million.

Approval is sought from the Minister for Planning for a Concept Plan for the overall development of the site. Upon any approval of the Concept Plan, the site will be developed in stages. Separate applications will be lodged with detailed provisions for a stage within the Concept Plan. It is noted that the dwellings within the estate that are currently privately owned are not included within the Concept Plan.

Key features of the redevelopment proposed in the Concept Plan are as follows:

- (a) There is proposed to be an overall increase in density of Bonnyrigg Estate from the approximately 930 existing homes to approximately 2,330 dwellings;
- (b) The estate the subject of the application is identified in **Appendix A**. Some public benefits provided through this agreement will be in Bonnyrigg but outside the estate area;
- (c) The existing social housing dwellings will be reduced from approximately 830 to approximately 699, with the balance of 134 dwellings replaced off-site so there is no net loss of social housing;
- (d) The current public-private mix will change from the existing 89% social housing to a maximum 30%;
- (e) It is anticipated that the redevelopment of the estate will occur in 18 stages over 13 years;
- (f) The development will provide various dwelling types including freestanding dwellings, attached dwelling in configurations of two, four, six and eight dwelling units and residential flat buildings;
- (g) The principles of Ecologically Sustainable Development (ESD) will be applied through the reuse of existing infrastructure where possible, incorporation of Water Sensitive Urban Design, and the provision of natural gas and non-potable water to dwellings where possible;
- (h) The open space will be reconfigured to create useable, attractive areas with appropriate linkages and which are proximate to all dwellings;
- (i) A community centre will be incorporated at the heart of the estate;
- (j) Crime Prevention through Environmental Design (CPTED) principles will be adopted to improve safety on the estate by encouraging surveillance and edge definition;
- (k) The connectivity for pedestrians and cyclists will be enhanced throughout the estate.

2. The objectives, nature and effect of the proposed Voluntary Planning Agreement can be summarised as follows:

1. To record the terms of an agreement between the following parties:
 - (a) Fairfield City Council of 86 Avoca Road, Wakeley, NSW, 2176 (Council) – as the Local Government Authority responsible for the subject development estate and surrounding precincts;
 - (b) Bonnyrigg Partnerships Nominee Pty Ltd, of Level 6 275 Kent Street. Sydney NSW, 2000 (Developer) – as the developer of the Bonnyrigg Estate. It should be noted that the developer has entered into a Public-Private Partnership with the Department of Housing (Owner), and for the purposes of this agreement, the developer acts for the owner; and
2. To provide for the delivery by the developer of a range of public benefits on and in the immediate vicinity of, the subject estate. A reference to public benefits includes social and physical infrastructure, whether in the form of monetary contributions, land dedications or works.
3. To identify the range of public benefits to be provided, including their location, the standard to which they are constructed, the timing of delivery and the responsibility and manner in which they are to be maintained.
4. To acknowledge that the public benefits to be provided will include:
 - (a) Design and construction of new roads and upgrade of existing roads;
 - (b) Design, construction and embellishment of public open space;
 - (c) Design and construction of a water management system that includes management of stormwater quantity and improvement in its quality;
 - (d) Design and construct a new community facility/ building within the estate;
 - (e) Provide a range of community services within Bonnyrigg, including payment of monetary contributions for Council to provide these services; and
 - (f) Provide Public Art.

Refer to **Appendix B** for more detail with respect to each of the above.

5. To acknowledge that the developer will provide these public benefits instead of any contributions that may have been required under sections 94, 94A or 94EF of the Environmental Planning and Assessment Act, that have applied to the developments the subject of the relevant development applications.

3. Assessment of the merits of the proposed Planning Agreement

Council has assessed the merits of the proposed Planning Agreement and the benefits or positive impacts of the proposed Planning Agreement include:

1. The seamless integration of existing infrastructure with that to be provided by the developer. It should be noted that the developer will be providing all infrastructure, including that which would ordinarily be provided by government/ Council through development contributions (s94, s94A or s94EF);
2. To avoid the costs and time that would be required to prepare a Development Contributions Plan;
3. To ensure the timely delivery of all infrastructure on the estate;
4. To ensure that as community needs grow during development, including increases in population, that appropriate community facilities and services are provided;
5. To acknowledge the delivery of public benefits to the value of approximately \$21.1 million and that this amount is significantly greater than the development contribution (under section 94A) that would otherwise have been required.
6. The renewal or reconstruction of infrastructure in the estate that is approximately 30 years old including upgrading and expanding community facilities;
7. To significantly improve the usability of parks and other open spaces by providing sports fields, basketball courts, cycle paths and other active uses;
8. To encourage cycling, the use of public transport and walking as alternatives to vehicle transport;
9. To contribute to the enhancement of water quality.

Council does not consider there are any negative impacts on balance.

4. How does the Planning Agreement promote the public interest?

The public interest is served in that the planning agreement:

1. Facilitates the provision of public facilities and amenities that will contribute to the enhancement of the social and economic welfare of the community and an enhanced physical and social environment;
2. Supports both the existing and future residents;
3. Provides for works and facilities that minimise off-site impacts arising from the proposed development.

How does the Planning Agreement promote the objects of the EP&A Act

The Planning agreement promotes the objects of the EP&A Act because it will:

1. encourage development that promotes the social and economic welfare of the community and a better environment;
2. encourage the orderly development of land. The whole estate is master-planned to achieve that purpose, integrating the residential land-uses with appropriate infrastructure that will be delivered, in part, through this agreement. Infrastructure includes roads, parks and community facilities.
3. provide land for public purposes, including a community facility and active as well as passive open space areas.
4. provide monetary contributions towards the delivery of community services and the dedication of community facilities to Council;
5. incorporate a water quality and quantity management scheme that is designed to be ecologically sustainable and a roads system that is designed to encourage public transport;
6. improve the amenity of affordable housing in the Estate.

5. How does the Planning Agreement promote Council's charter?

Although the consent authority in this instance is the Minister, it is considered more relevant to address the charter of Council as the body responsible for the ongoing management of this estate and surrounding precincts. Pursuant to Section 8 of the Local Government Act 1993, Council's charter follows ***(together with comments regarding how the charter is promoted by this planning agreement)***:

1. to provide directly or on behalf of other levels of government, after due consultation, adequate, equitable and appropriate services and facilities for the community and to ensure that those services and facilities are managed efficiently and effectively; ***(the planning agreement includes construction of a building to house a range of community facilities as well as monetary contributions towards the delivery of library and youth services)***.
2. to exercise community leadership
3. to exercise its functions in a manner that is consistent with and actively promotes the principles of multiculturalism
4. to promote and to provide and plan for the needs of children ***(as indicated earlier, a monetary contribution will be provided towards the delivery of youth and children's services)***.
5. to properly manage, develop, protect, restore, enhance and conserve the environment of the area for which it is responsible, in a manner that is consistent with and promotes the principles of ecologically sustainable development ***(the planning agreement provides for re-instating the creek-line to the equivalent of its natural form, mitigating potential erosion and flooding, and improving water quality. Other water management measures such as rain-gardens and linear bio-swales also improve water quality)***.
6. to have regard to the long term and cumulative effects of its decisions ***(the planning agreement provides for a management regime for some infrastructure that is to be provided)***.

7. to bear in mind that it is the custodian and trustee of public assets and to effectively account for and manage the assets for which it is responsible
8. to facilitate the involvement of councillors, members of the public, users of facilities and services and council staff in the development, improvement and co-ordination of local government
9. to raise funds for local purposes by the fair imposition of rates, charges and fees, by income earned from investments and, when appropriate, by borrowings and grants
10. to keep the local community and the State government (and through it, the wider community) informed about its activities
11. to ensure that, in the exercise of its regulatory functions, it acts consistently and without bias, particularly where an activity of the council is affected
12. to be a responsible employer.

Although other items above may be promoted, comments have been provided for some of the key matters.

6. What are the planning purposes served by the proposed Planning Agreement and does it provide for a reasonable means of achieving those purposes?

The planning purposes served by the planning agreement can best be addressed by reference to the objects of the Environmental Planning and Assessment Act at section 5. These include:

- To encourage development that promotes the social and economic welfare of the community and a better environment;
- To encourage the orderly development of land. The whole estate is master-planned to achieve that purpose, integrating the residential land-uses with appropriate infrastructure that will be delivered, in part, through this agreement. Infrastructure includes roads, parks and community facilities.
- To provide land for public purposes, including a community facility and active as well as passive open space areas.
- To provide monetary contributions towards the delivery of community services and the dedication of community facilities to Council;
- The water quality and quantity management scheme is designed to be ecologically sustainable and the roads system is designed to encourage public transport;
- To improve the amenity of the Department of Housing's affordable housing stock.
- Securing planning benefits for the Estate and the wider community so that the developments carried out in accordance with the Concept Plan deliver a net community benefit.

The above purposes will be reasonably achieved by the obligations in the Planning Agreement on the developer to provide the public benefits identified in section 3 above and as detailed in the Bonnyrigg Public Infrastructure and Services Delivery Plan (discussed below).

7. Does the Planning Agreement conform with Council's Capital Works Programme?

The planning agreement does not conform to a previously established works programme. Nevertheless, in making the application the developer has committed to the delivery of all infrastructure, facilities and services required for the site. The purpose of this planning agreement is to agree on the nature of the public benefits that would otherwise have been included in Council's Capital Works Programme, and that directly address the proposed increased density of the development.

8. Infrastructure Provision Commitment

As part of the design and planning approvals process for the project, the developer has committed to being responsible for the provision of all infrastructure, facilities and services identified as being required to support the renewed community, with this commitment secured through conditions attached to the Part 3A planning approvals for the redevelopment of Bonnyrigg, and through entering into this Voluntary Planning Agreement. The estimated value of the total infrastructure provision for the Bonnyrigg Living Communities Project is \$90 million.

The public benefits will be provided in a timely manner as they are required by the growing needs of the community.

9. Distinction between 'public' and 'private' infrastructure

The infrastructure to be provided by the developer includes physical and social infrastructure that would in other circumstances be provided through a combination of developer responsibility and government responsibility (with funding that would have been received by way of Development Contributions).

Of the total \$95 million infrastructure provision for this project, \$73.9 million is estimated to be 'private' infrastructure, that is, works that are the responsibility of the developer as part of the delivery of the development. The balance of \$21.1 million is considered to be the responsibility of government (in this case primarily Fairfield City Council). This represents the 'public' infrastructure components that serve the needs of both the community living in the development area and beyond.

10. The Public Infrastructure and Services Delivery Plan

The planning agreement provides an outline of the public benefits, whether through works, dedications or monetary contributions to be provided.

The parties have agreed that the finer detail will be documented in an annexure to the Voluntary Planning Agreement, called the Bonnyrigg Public Infrastructure and Services Delivery Plan (PISDP).

The purpose of the PISDP is to set out the detail of the design, operation, timing, maintenance and value of the 'public' infrastructure components provided in the Bonnyrigg Living Communities Project.

The ISDP outlines how and when the public benefits are to be delivered but permits some flexibility in how, what and when will be provided by way of public benefits since the Bonnyrigg Living Communities Project will be constructed over an estimated 13 years. That flexibility will be constrained by some core elements which cannot be varied without agreement from Fairfield City Council which will ensure that the essential characteristics of each contribution item is maintained throughout the life of the Bonnyrigg Living Communities Project.

As indicated in the 'Infrastructure provision commitment' above, the public benefits will be provided in a timely manner as they are required by the growing needs of the community.

APPENDIX A

The Bonnyrigg Estate - The subject of the Concept Plan application



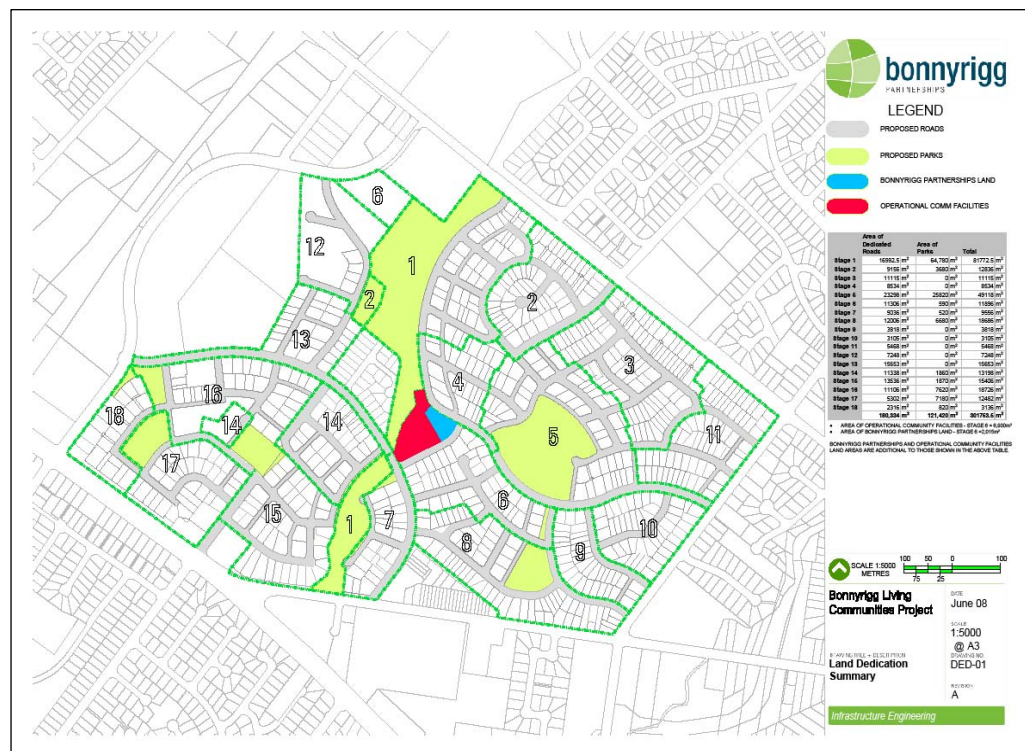
Bonnyrigg Masterplan
Scale 1:2000 @A1



APPENDIX B

Public benefits to be provided by the Developer

B1 – Land Dedications



As part of the staged development of the Bonnyrigg Living Communities Project the following shall be dedicated to Council:

- Public roads
- Community land for parks and open space
- Operational land for community facilities

B2 – Monetary Contributions

The contributions must be allocated to Community Services within the suburb of Bonnyrigg but otherwise may be spent entirely at the discretion of Council.

Bonnyrigg Library

Contributions to Bonnyrigg Centre Library and associated facilities:

1. \$75,000 towards the upgrading of the current library at Bonnyrigg Plaza to be provided prior to the issue of the final occupation certificate for the first residential dwelling in stage 1;
2. \$225,000 towards library programmes and services to be provided prior to the issue of the final occupation certificate for the first residential dwelling in Stage 4;

Youth and Children's Services

Contributions to Youth and Children's Services and Programmes:

1. \$70,000 to be provided prior to the issue of the final occupation certificate for the first residential dwelling in Stage 1.

B3 – Allocations

Public Art

Allocations to public art:

1. A minimum of \$50,000 to be allocated to the processes for the development of artwork. This will include the development of a Neighbourhood Art Strategy. In addition to this minimum funding both Bonnyrigg Management and the Developer commit to fund the process costs identified in the Neighbourhood Art Strategy.
2. A minimum of \$200,000 will be allocated toward the installation of at least five (5) major works at key points in the estate.
3. The themes and concepts developed through the Neighbourhood Art Strategy will also be expressed within other capital works and integrated into their construction. For example, themes may be expressed in the pedestrian pathways, in the design of the play areas or in the design of the community facilities.

Community Garden

Development of a Community Garden:

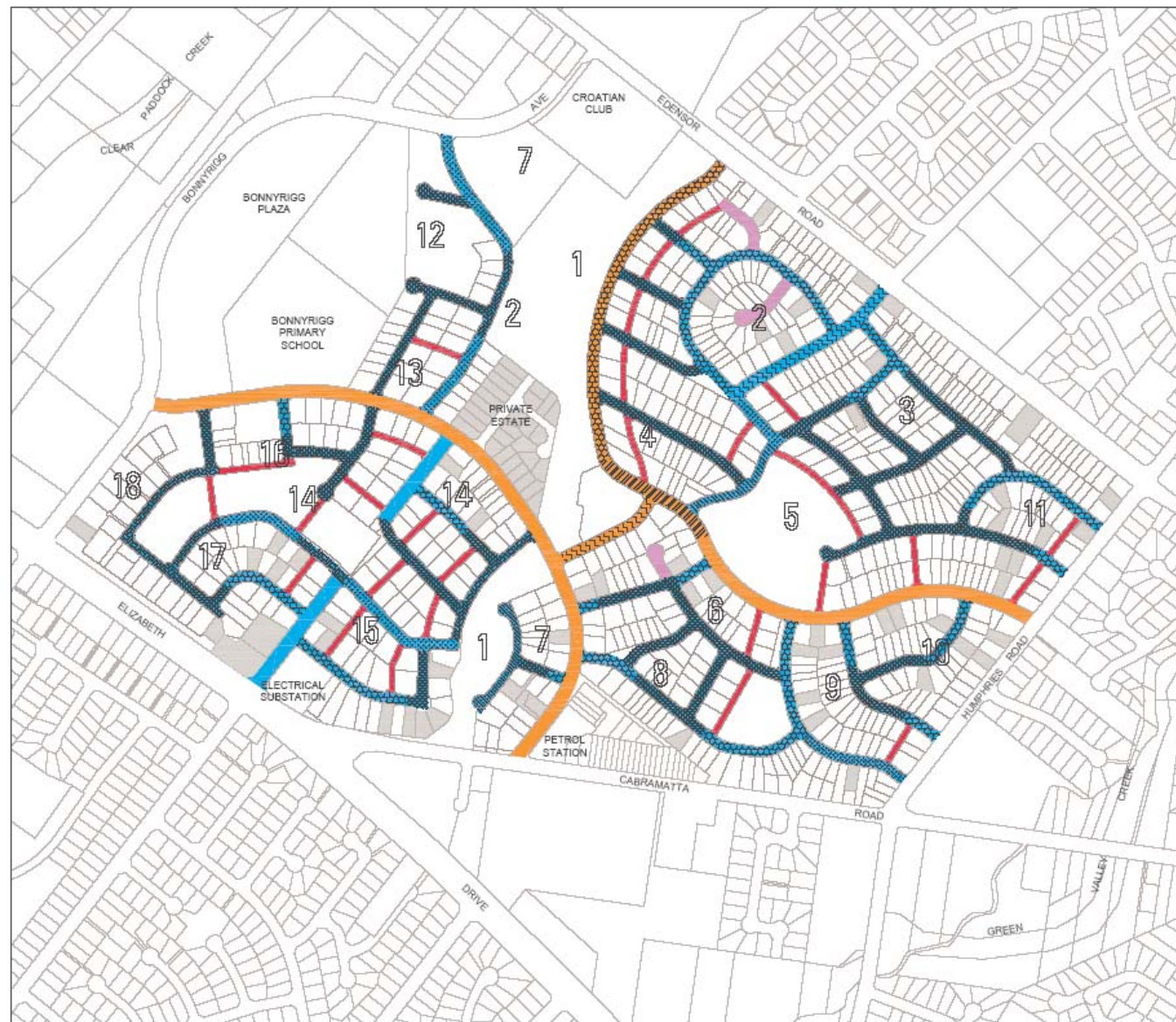
1. \$80,000 to be allocated toward the construction of the garden, the provision of tools and any other relevant assistance to ensure the success of the garden;
2. Neighbouring business, community groups, non-government organisations and others will be encouraged to contribute to the development of the garden;
3. The garden area of 1150m² shall be dedicated to Council immediately after its construction;
4. Should the local community not take up the activity, the land may be used by Council in the construction of buildings or works to allow for the delivery or housing of other community services.

B4 – Works

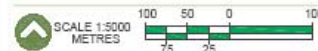
Roads

The developer will construct or upgrade all roads in the estate located as shown in the attached map and in accordance with the designs illustrated in the cross-section details.

Roads



	TYPE	1	2	3
COLLECTOR	WIDTH (M)	18	15	15.5
	STATUS	EXISTING	PROPOSED	PROPOSED
	TYPE	4		
ACCESS STREET	WIDTH (M)	10		
	STATUS	PROPOSED		
	TYPE	5	6	7
ACCESS PLACE	WIDTH (M)	20	18	15
	STATUS	EXISTING	EXISTING	EXISTING
	TYPE	8	9	10
MINOR ROAD	WIDTH (M)	10	15	12
	STATUS	PROPOSED	PROPOSED	PROPOSED
	TYPE	11		
ACCESS PLACE	WIDTH (M)	10.5		
	STATUS	PROPOSED		
	TYPE	12		
MINOR ROAD	WIDTH (M)	15		
	STATUS	EXISTING		
	TYPE	13		
MINOR ROAD	WIDTH (M)	8		
	STATUS	PROPOSED		
	TYPE			



**Bonnyrigg Living
Communities Project**

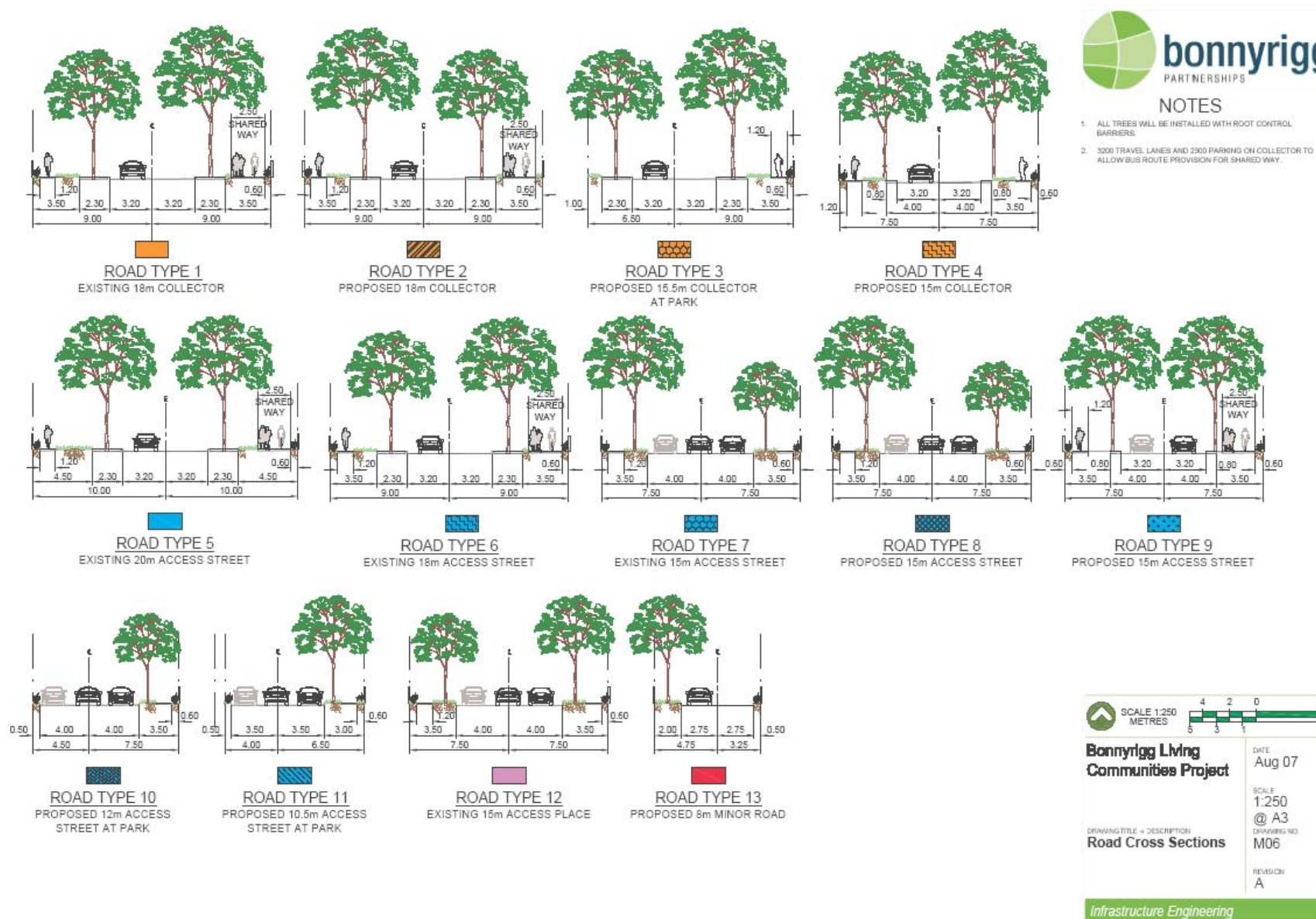
DATE
Aug 07

DRAWING TITLE = DESCRIPTION
Road Hierarchy Plan

SCALE
1:5000
@ A3
DRAWING NO.
M05

REVISION
A

Infrastructure Engineering



Bus shelters



Legend

- Proposed deviation bus route
- Proposed deviation bus stop
- Proposed future bus route
- Proposed future MOT bus route
- Proposed future bus stop

Note:

- Refer to SKM Traffic and Transport Study for further transport information
- Bus stops as per Tmap

ME_76133488_1 (W2003)

The Developer will install five internal bus stops on the site and five bus stops at the perimeter of site.

The five internal bus stops are proposed along Tarlington Parade and Bunker Parade.

Bus stops will be provided within easy walking distance (400 metres maximum) from all residences and a maximum distance of 250 metres between them.

Adequate shelter and seating will be provided to ensure that patrons are comfortable while waiting for buses.

Timetable information for the routes relevant to that stop will be provided in an easily read format, with information on connecting routes also provided to promote the utilisation of the buses.

The adjacent figure identifies the potential location of future bus stops.

Cycle-ways

The Developer will provide cycle-ways within collector roads and reserves.

Internal roads within the site will be connected to the existing cycle network without compromising pedestrian and cycle access or creating any diversions.

Connections to established pedestrian and cycle paths will be provided where appropriate and linkages to the regional cycle network along the T-Way and along Elizabeth Drive will be constructed.

Introducing direct walking and cycling connections between the residential zones to the retail, education and leisure zones within the site is considered vital for the development.

The adjacent figure identifies the location of cycle-ways.



Pedestrian & Bicycle Connections Plan

Legend

- Shared pedestrian/ cycleway path
- - - Pedestrian pathway
- Shared pedestrian/ cycleway path
- - - Pedestrian pathway in park

Valley Park North

Incorporate community art program

Large boulders forming weirs for the separate WSUD gardens

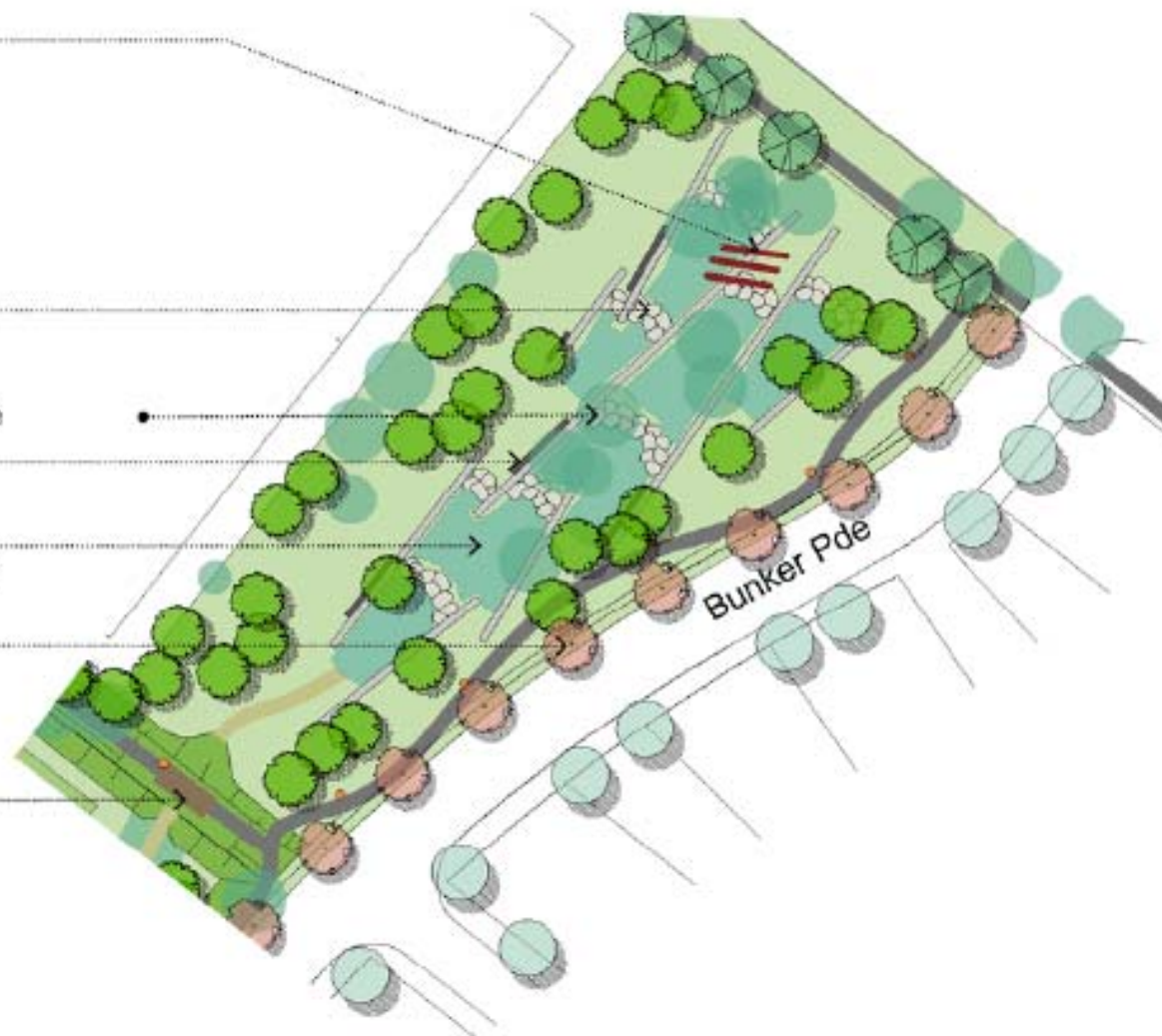
WSUD acting as entry feature to the Bonnyrigg estate

Feature concrete blade walls

Series of bio retention ponds establish repetitive landscape elements along the creek line to assist in managing storm water

Formal feature tree "ribbon" avenue to highlight edge of park along Bunker Parade

Batter with pedestrian bridge to form weir for detention basin to manage flood events



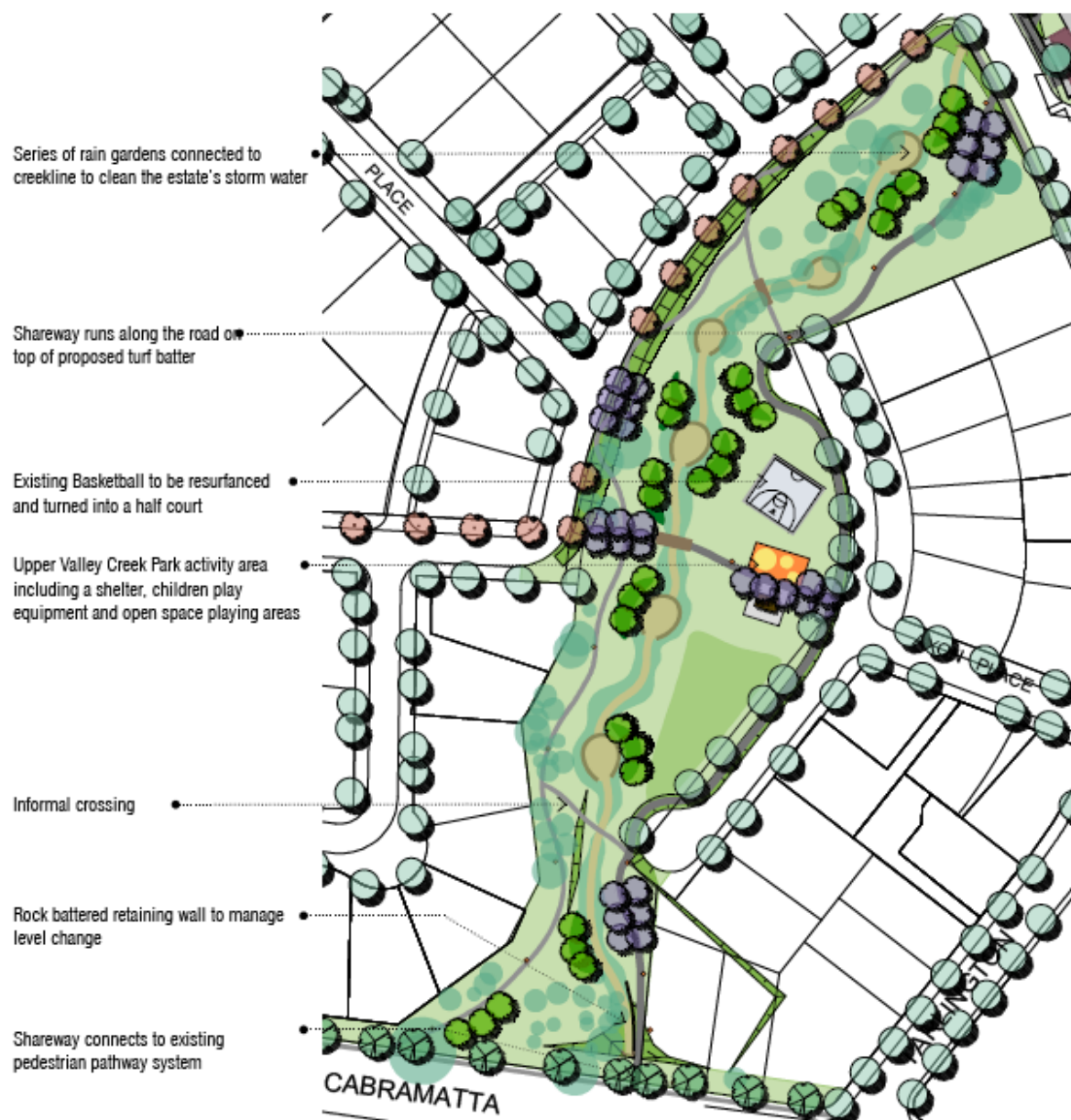
Sports Park



Community Centre Park



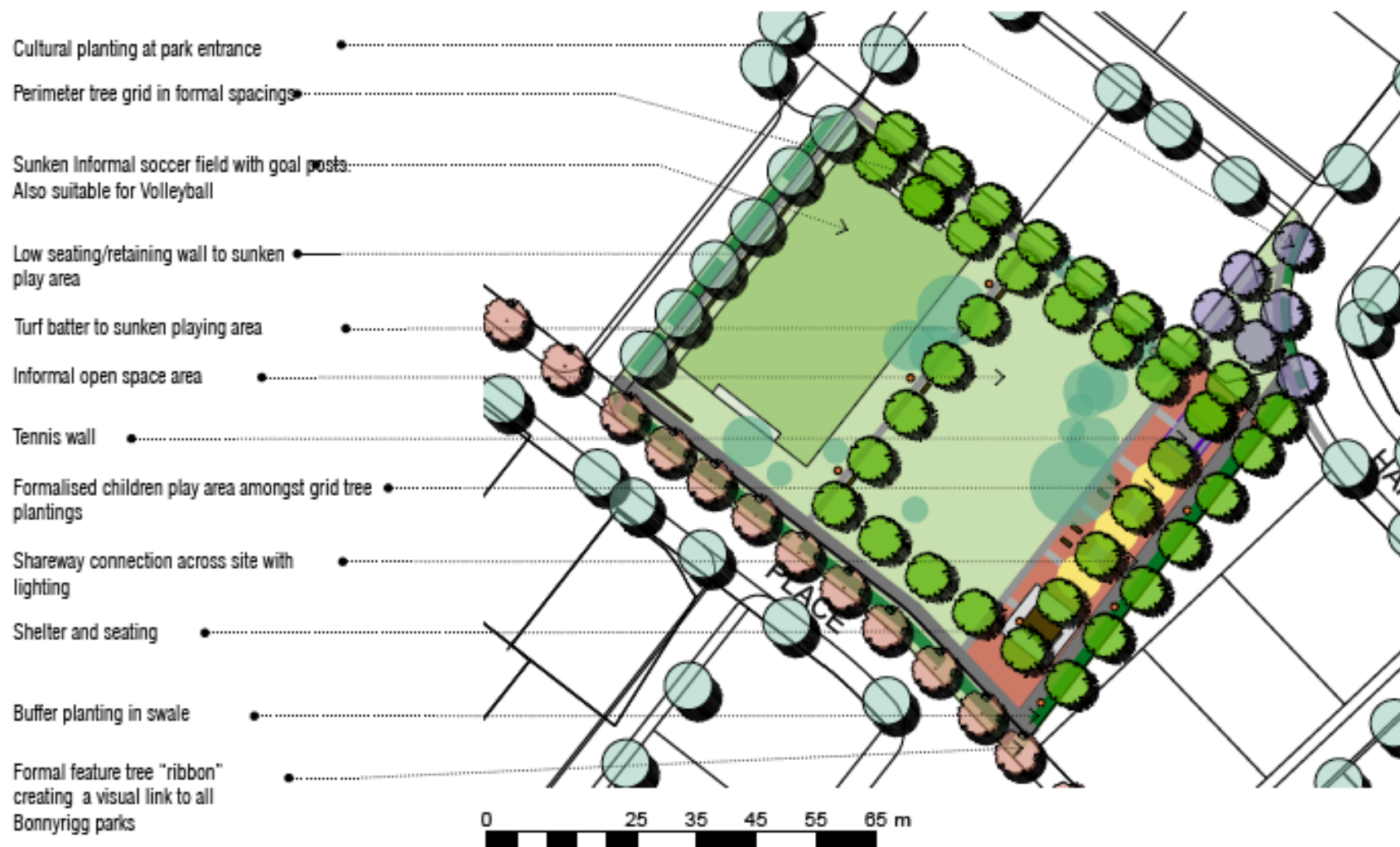
Valley Park South



Hilltop Park



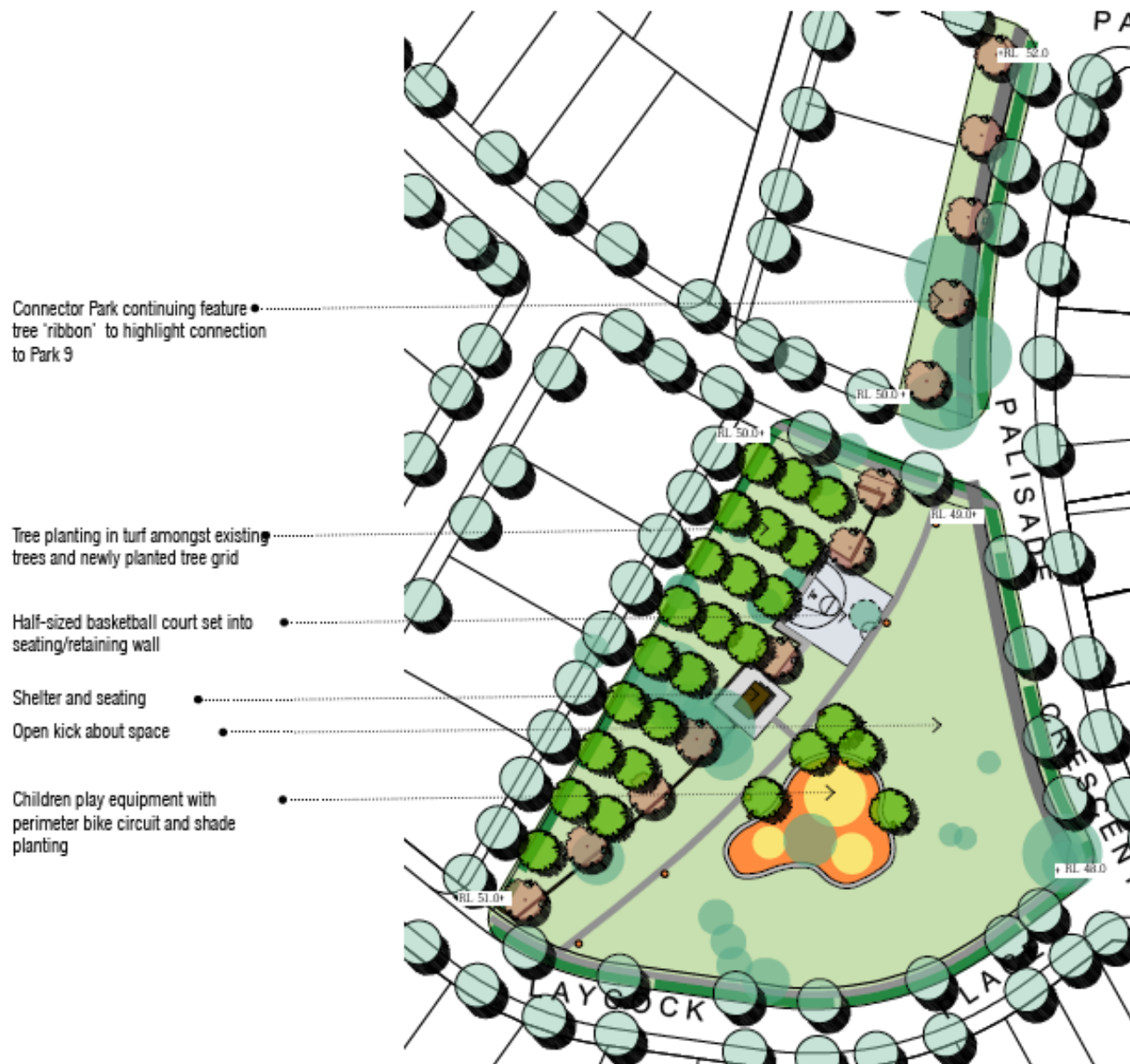
Forest Park



Village Park



Junior Play Park



Seniors' Facility

Development of a Seniors' Facility:

1. A facility shall be provided having a minimum area of fifty square metres (50m²), in addition to any buildings or works within the Seniors' Living Precinct.
2. The building shall be located in the Community Precinct or the Seniors' Living Precinct. The location is to be determined at the time of the design of the Community facility;
3. The building shall be built to the same construction standard as the Community Centre.

Community Centre

Development of a Community Centre within the Community Neighbourhood Centre:

1. The community centre will be located at the centre of the valley park, in an area known as the Bonnyrigg Neighbourhood Centre.
2. The Community centre will be adjacent to the Bonnyrigg Partnership Office, a commercial facility and the community garden. Tarlington Parade, Bunker Parade the new street that connects the two and Valley Park bound this neighbourhood centre
3. The community centre will be a purpose designed building for community use including provision of function rooms, meeting rooms, health clinic, out-reach services. The spaces will be designed to be flexible and adaptable for a range of community uses over time. The provision of larger spaces is envisaged to support activities for people with disabilities, children, seniors, general community purposes, Girl Guides and educational/ training purposes. Meeting rooms are provided for shared uses as well as a counselling room. A baby health/clinic is also provided along with a commercial kitchen and small business/enterprise development resource room.
4. Offices are also provided for use by various service providers, including Non-Government Organisations (NGO's) that provide services primarily, but not limited to, the local community.
5. As part of the design process Bonnyrigg Partnership will include a design competition to find the best design for the Community Centre, Community Garden and interfaces with the Bonnyrigg Partnership Office and commercial facility.
6. Bonnyrigg Partnership will manage the construction and delivery of the Community Centre building works.
7. Upon completion of the Community Centre the building and its curtilage, (i.e. play area, paths etc), shall be dedicated to Council. Fairfield City Council will own and manage the centre in cooperation with BP following the dedication of the land to Council.
8. A facility shall be provided having a minimum area of fifty square metres (50m²), in addition to any buildings or works within the Seniors' Living Precinct. (Refer previous item)



Multi-purpose Centre



Date: 15 July 2008

Voluntary Planning Agreement

Fairfield City Council (**Council**)

Bonnyrigg Partnerships Nominee Pty Limited (**Developer**)

MinterEllison

L A W Y E R S

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Voluntary Planning Agreement

Details	4
Agreed terms	5
1. Definitions & Interpretation	5
2. Planning agreement under the Act	8
3. Application of this Agreement	9
4. Operation of this Agreement	9
5. Development Contributions to be made under this Agreement	9
6. Completion of Works	9
7. Defects Liability	11
8. Application of the Development Contributions	12
9. Application of s94, s94A and s94EF of the Act	12
10. Escalation	12
11. Compliance with laws	12
12. Council land	13
13. Indemnity	13
14. Review of this Agreement	13
15. Dispute Resolution	13
16. Security	14
17. Registration of this Agreement	15
18. Termination	15
20. GST	16
23. Approvals and consent	19

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24.	Assignment	19
25.	Costs	19
26.	Entire agreement	19
27.	Further acts	19
28.	Governing law and jurisdiction	20
29.	Joint and individual liability and benefits	20
30.	Representations and warranties	20
31.	Severability	20
32.	Modification	20
33.	Waiver	20
34.	Force majeure	20
	Schedule 1 – Land	23
	Signing page	29

Details

Date

Parties

Name	Fairfield City Council
ABN	83 140 439 239
Short form name	Council
Notice details	86 Avoca Road, Wakeley NSW

Name	Bonnyrigg Partnerships Nominee Pty Ltd
ABN	66 123 052 362
Short form name	Developer
Notice details	13/50 Margaret Street, Sydney NSW 2000

Background

- A. On, 8 November 2007, the Developer lodged with the Director General of the Department of Planning the Concept Plan and Stage 1 Application known as the Bonnyrigg Living Communities Project, for the redevelopment of the Bonnyrigg Estate to increase the number of dwellings and improve the community facilities.
- B. Council has delegated authority to assess the Concept Plan and Stage 1 Application and is the local government authority in which the proposed redevelopment is to occur.
- C. The Department of Housing and Council own the Bonnyrigg Estate Land, the subject of the application.
- D. The Minister is the approval authority for the Concept Plan and the overall redevelopment of the Bonnyrigg Estate.
- E. The Concept Plan and Stage 1 Application, if approved, will occur in 18 stages over 13 years.
- F. The applications were accompanied by an offer by the Developer to enter into this Agreement to make development contributions towards the public facilities if the Concept Plan and Stage 1 Application was approved.

Agreed terms

1. Definitions & Interpretation

1.1 In this Agreement the following definitions apply:

- (a) **Act** means the *Environmental Planning and Assessment Act 1979* (NSW)
- (b) **Active Building Works** means works undertaken by or on behalf of the Developer as part of the dwelling construction for the Project
- (c) **Bonnyrigg Estate** means the housing estate and associated facilities located on the Bonnyrigg Estate Land.
- (d) **Bonnyrigg Estate Land** means the land to which the Concept Plan relates and which is identified in Schedule 1.
- (e) **Business Day** means a day that is not a Saturday, Sunday, public holiday or bank holiday in New South Wales, Australia.
- (f) **Claim** means all third party claims, actions, demands, proceedings, judgments and damages.
- (g) **Commencement Date** means the:
 - (i) day that the first Construction Certificate is issued with respect to the Stage 1 Approval; or
 - (ii) the day when the Council and the Department of Housing (or the authority with the power to compulsory acquire the land) sign an agreement that is mutually acceptable in relation to compensation for the compulsory acquisition of land under the *Land Acquisition (Just Terms Compensation) Act 1991* within the Bonnyrigg Estate during the term of the Project,

whichever is the earlier of.
- (h) **Concept Plan** means the concept plan application by the Developer for the enhancement and redevelopment of the Bonnyrigg Estate lodged with the Director General of the Department of Planning on 8 November 2007, as amended in accordance with the Act.
- (i) **Concept Plan Approval** means the approval given by the Minister for the Concept Plan (as Modified in accordance with the Act).
- (j) **Confidential Information** means any information and all other knowledge at any time disclosed (whether in writing and orally) by the parties to each other, or acquired by the parties in relation to the other's activities or services which is not already in the public domain and which:

- (i) is by its nature confidential;
 - (ii) is designated, or marked, or stipulated by either party as confidential (whether in writing or otherwise);
 - (iii) any party knows or ought to know is confidential; and
 - (iv) is information which may be reasonably considered to be of a confidential nature.
- (k) **Construction Certificate** means a construction certificate issued pursuant to the Act authorising construction works.
 - (l) **Contribution Item** means any single item of the Development Contributions (other than monetary contributions or the dedication of land) listed in the Infrastructure and Services Delivery Plan.
 - (m) **Defects Liability Period** with respect to each Contribution Item means six (6) months from the date the particular Contribution Item is subject to a Certificate of Practical Completion issued in accordance with clause 6.
 - (n) **Development Contribution** means a monetary contribution, the dedication of land free of cost or the provision of a material public benefit to be provided by the Developer under this Agreement or the Infrastructure and Services Delivery Plan.
 - (o) **GST** has the same meaning as GST Law.
 - (p) **GST Law** has the meaning given to that term in *A New Tax System (Goods and Services Tax) Act 1999* (Cth) and any other Act or regulation relating to the imposition or administration of the GST.
 - (q) **Infrastructure and Services Delivery Plan** means the Infrastructure and Services Delivery Plan which is attached to this Agreement as Annexure 1.
 - (r) **Law** means any constitution or provision, statute, Act, regulation, rule, ordinance, proclamation, subordinate legislation, delegated legislation, by-law, judgment, rule of common law or equity, rule, approval, consent or condition of approval or consent imposed by a competent entity exercising statutory jurisdiction in the relevant matter.
 - (s) **Minister** means the minister administering the *Environmental Planning & Assessment Act 1979* (NSW).
 - (t) **Modification** means any modification or amendment authorised pursuant to Part 4 or Part 3A of the Act to the Concept Plan Approval or the Stage 1 Approval (or later staged approvals).
 - (u) **Occupation Certificate** has the same meaning as in the Act.
 - (v) **Practical Completion** means in respect of the Contribution Items that stage in the carrying out and completion of the Contribution Item when construction is complete except for minor omissions and defects:

- (i) which do not prevent the Contribution Item from being reasonably capable of being used for their intended purpose; and
 - (ii) the rectification of which will not prejudice the convenient use of the Contribution Item.
- (w) **Project** means the redevelopment of the Bonnyrigg Estate generally in accordance with the Concept Plan Approval, the Stage 1 Approval and all subsequent staged applications (including Modifications) as approved under the Act.
- (x) **Qualified Insurer** means an insurer which is rated by Standard & Poor's as "A" or higher – or by another rating agency at an equivalent level or higher and which is:
- (i) authorised to carry on insurance business in Australia by the Australian Prudential Regulation Authority; or
 - (ii) prudentially regulated as an insurer in the United Kingdom by the Financial Services Authority.
- (y) **Regulations** means the *Environmental Planning and Assessment Regulation 2000*.
- (z) **Security** means an insurance bond to pay a certain amount on demand, in a form and from a financial institution authorised under the *Banking Act 1959* (Cth) or Qualified Insurer
- (aa) **Stage** has the meaning given to that term in clause 16.1.
- (bb) **Stage 1** means the first stage of development contemplated in the Concept Plan for 106 residential dwellings and comprising:
- *Construction of 106 dwellings, comprising a mixture of one and two storey attached and detached homes.*
 - *Subdivision into 106 torrens title or stratum lots, depending on the dwelling type to be constructed.*
 - *Retention and upgrade of existing roads, realignment and extension of Bunker Parade and construction of new roads.*
 - *Reconfiguration of the existing park in the central valley (part of which is currently known as Tarlington Reserve) and provision of public infrastructure.*
 - *Stormwater infrastructure works including construction of a stormwater detention facility in the proposed central valley park.*
 - *Retention and extension of existing services infrastructure.*
 - *Capital investment value of \$31 million.*
- (cc) **Stage 1 Application** means the application under the Act for the approval of Stage 1.
- (dd) **Stage 1 Approval** means the approval given by the Minister for the Stage 1 Application.

1.2 In the interpretation of this Agreement, the following provisions apply unless the context otherwise requires:

- (a) Headings are inserted for convenience only and do not affect the interpretation of this Agreement.
- (b) A reference in this Agreement to a business day means a day other than a Saturday or a Sunday on which banks are open for business generally in Sydney.
- (c) If the day on which the any act, matter or thing is to be done under this Agreement is not a business day, the act, matter or thing must be done on the next business day.
- (d) A reference in this Agreement to dollars or \$ means Australian dollars and all amounts payable under this Agreement are payable in Australian dollars
- (e) A reference in this Agreement to any law, legislation or legislative provision includes any statutory modification, amendment or re-enactment, and any subordinate legislation or regulations issued under that legislation or legislative provision.
- (f) A reference in this Agreement to any agreement, deed or document is to that agreement, deed or document as amended, novated, supplemented or replaced.
- (g) A reference to a clause, part, schedule or attachment is a reference to a clause, part, schedule or attachment of or to this Agreement.
- (h) An expression importing a natural person includes any company, trust, partnership, joint venture, association, body corporate or governmental agency.
- (i) Where a word or phrase is given a defined meaning, another part of speech or other grammatical form in respect of that word or phrase has a corresponding meaning.
- (j) A word which denotes the singular denotes the plural, a word which denotes the plural denotes the singular, and a reference to any gender denotes the other genders.
- (k) References to the word 'include' or 'including' are to be construed without limitation.
- (l) A reference to this Agreement includes the agreement recorded in this Agreement.
- (m) A reference to a party to this Agreement includes a reference to the servants, agents, and contractors of the party, and the party's successors and assigns.
- (n) Any schedules and attachments including the Infrastructure and Services Delivery Plan form part of this Agreement.

2. Planning agreement under the Act

The Parties agree that this Agreement is a planning agreement governed by Subdivision 2 of Division 6 of Part 4 of the Act.

3. Application of this Agreement

This Agreement is made in respect of the Project and applies to the Bonnyrigg Estate Land.

4. Operation of this Agreement

The Agreement takes effect on and from the Commencement Date.

5. Development Contributions to be made under this Agreement

- (a) The Developer will pay by bank cheque to the Council the monetary contributions set out in the Infrastructure and Services Delivery Plan by the time or times and in the manner set out in the Infrastructure and Services Delivery Plan, subject to extensions of time under the Infrastructure and Services Delivery Plan, by agreement between the Parties.
- (b) The Developer will carry out and deliver the Contribution Items by the time or times and in the manner set out in the Infrastructure and Services Delivery Plan, subject to extensions of time under the Infrastructure and Services Delivery Plan, by agreement between the Parties.
- (c) The Developer will dedicate or cause to be dedicated the land identified in the Infrastructure and Services Delivery Plan in the manner and by the time or times set out in the Infrastructure and Services Delivery Plan, subject to extensions of time under the Infrastructure and Services Delivery Plan, by agreement between the Parties.
- (d) The Developer must also carry out and complete the Contribution Items:
 - (i) in accordance with the requirements of any legislative approvals issued by, any governmental authority;
 - (ii) in accordance with any Australian Standards applicable to works of the same nature as each aspect of the Contribution Item; and
 - (iii) in a proper and workmanlike manner complying with current industry practice and standards relating to each aspect of the Contribution Item.

6. Completion of Works

- (a) If the Developer considers that any particular Contribution Item has reached Practical Completion it must, serve a notice on Council which:
 - (i) is in writing;
 - (ii) identifies the particular Contribution Item to which it relates; and
 - (iii) specifies the date on which, the Developer believes the relevant Contribution Item reached Practical Completion.

(Practical Completion Notice).

- (b) The Council must inspect Contribution Item set out in a Practical Completion Notice within fourteen (14) days of the receipt of that notice.
- (c) Within the earlier of:
 - (i) fourteen (14) days of inspecting the Contribution Item set out in a Practical Completion Notice; and
 - (ii) twenty-eight (28) days from the receipt of the relevant Practical Completion Notice,

the Council must provide notice in writing to the Developer that the Contribution Item set out in the Practical Completion Notice:

 - (iii) has been certified for Practical Completion (**Certificate of Practical Completion**); or
 - (iv) has not been certified for Practical Completion, in which case the notice must also detail the work the Council requires the Developer to carry out in order for the Contribution Item to be certified as reaching Practical Completion.
- (d) If the Council does not provide the Developer with notice in accordance with paragraph (c) the Contribution Item set out in the Practical Completion Notice will be deemed to have been subject to a Certificate of Practical Completion on the date nominated in the Practical Completion Notice.
- (e) Where the Council serves notice on the Developer pursuant to paragraph(c)(iv) the Developer must:
 - (i) procure that the works required to be carried out are completed within three (3) months from the date it is issued by the Council; and
 - (ii) it must serve upon the Council a new Completion Notice for the Contribution Item it has rectified (**New Completion Notice**); and
 - (iii) The provisions of paragraphs (b) - (f) (inclusive) apply to any New Completion Notice issued by the Developer; or
 - (iv) serve a notice on the Council that it disputes the matters set out in the notice.
- (f) Where the Developer serves notice on the Council in accordance with paragraph (iv), the dispute resolution provisions of this Agreement apply.

7. Defects Liability

7.1 Defects Notice

- (a) Where a Certificate of Practical Completion has been issued for any Contribution Item pursuant to clause 6 but that Contribution Item contains a material defect which:
 - (i) adversely affects the ordinary use and/or enjoyment of the relevant Contribution Item; or
 - (ii) will require maintenance or rectification works to be performed on them as a result of the existence of the defect,

(**Defect**), Council may issue a defects notice (**Defects Notice**) concerning that Contribution Item but only within the Defects Liability Period.
- (b) A Defects Notice must contain the following information:
 - (i) the nature and extent of the Defect;
 - (ii) the work Council requires the Developer to carry out in order to rectify the Defect; and
 - (iii) the time within which the Defect must be rectified (which must be a reasonable time and not less than fourteen (14) days).

7.2 Developer to rectify Defects

- (a) The Developer must:
 - (i) procure the performance of the work required to rectify the Defects contained within a Defects Notice after receipt of the Defects Notice; or
 - (ii) serve a notice on the Council that it disputes the matters set out in the Defects Notice.
- (b) The Developer must follow the procedure set out in clause 6 in respect of the satisfaction of the Defects Notice.
- (c) Where the Developer serves notice on the Council in accordance with paragraph (a)(ii), the dispute resolution provisions of this Agreement apply.

7.3 Right of Council to Step-In

If the Developer fails to rectify a defect which it is obliged to rectify, then the Council may have the rectification carried out by others without prejudice to any other rights and remedies the Council may have, but only after giving the Developer seven (7) days written notice of its intention to do so.

7.4 Consequence of Step-In

If Council elects to exercise the step-in rights granted to it under clause 7.3 then:

- (a) Council may:
 - (i) enter upon any part of the Bonnyrigg Estate Land that it requires access to in order to satisfy the obligations of the Developer in accordance with the Defects Notice; and
 - (ii) rectify the relevant Defects in accordance with the Defects Notice; and
- (b) the Developer must not impede or interfere with the Council in undertaking that work.

7.5 Costs of Council

Where Council exercises its step-in rights all reasonable costs incurred by Council in rectifying the relevant Defects may be claimed by Council as a liquidated debt owed by the Developer. The Developer is entitled to dispute the costs in which case the dispute resolution procedures of this Agreement will apply.

8. Application of the Development Contributions

The public purposes for which the Development Contributions are to be applied are detailed in the Infrastructure and Services Delivery Plan.

9. Application of s94, s94A and s94EF of the Act

- (a) Subject to subclause (b), this Agreement excludes the operation of sections 94 and 94A of the Act to the Project.
- (b) Sections 94 and 94A of the Act will apply, as detailed in the Infrastructure and Services Delivery Plan, to those components of the Project (if any) that exceed the residential density contemplated in the Concept Plan.
- (c) Subject to the Minister's approval, this Agreement excludes the operation of section 94EF of the Act to the Project.

10. Escalation

Where the Development Contributions comprise a monetary contribution that is required to be paid by the Developer to a maximum amount, any portion of that maximum amount that has not been paid must be increased annually from the Commencement Date in accordance with any increase in the All Groups Consumer Price Index for Sydney.

11. Compliance with laws

- (a) If a Law is changed or a new Law comes into force (both referred to as **New Law**) and the Developer is obliged by the New Law to do something or pay an amount for a purpose which it is already contractually obliged to do or pay under this Agreement then, to the extent only that the relevant obligation is required under both the New Law and

this Agreement, compliance with this Agreement will constitute compliance with the New Law and compliance with the New Law will constitute compliance with this Agreement.

- (b) If there is any doubt as to whether compliance with this Agreement will constitute compliance with the New Law, the Developer will pay such amounts required under the New Law and the Council agrees that such payments will act as a credit with respect to any future payments required under this Agreement so that the aggregate amount (as escalated in accordance with clause 10) the Developer has paid or will pay under this Agreement is not exceeded.

12. Council land

Council grants a licence to the Developer to enter land owned by the Council without cost to the extent reasonably necessary to allow the Developer to carry out and provide the Contribution Items in accordance with the Infrastructure and Services Delivery Plan.

13. Indemnity

The Developer indemnifies Council in respect of any Claim that may arise as a result of the conduct of the works referred to in clause 12, but only to the extent that any such Claim does not arise as a result of the negligent acts or omissions of Council.

14. Review of this Agreement

This Agreement may be varied or amended only by the express written approval of all the parties and in compliance with the Act.

15. Dispute Resolution

15.1 Notification

A party claiming a dispute has arisen must give the other parties to the dispute notice setting out details of the dispute.

15.2 Parties to resolve Dispute

Within 14 days of the party receiving the notice referred to in clause 15.1 the parties (or those parties the subject of the dispute) must meet to attempt in good faith to resolve the dispute or difference.

15.3 Arbitration

- (a) If within 14 days of the meeting under clause 15.2, or such further time as agreed in writing by the parties, the dispute or difference is not resolved, either party will have the right to refer the dispute to binding arbitration pursuant to the *Commercial Arbitration Act 1984* (NSW) by issuing a written notice requiring the matter to be referred.
- (b) The arbitration shall be conducted in accordance with the Institute of Arbitrators and Mediator's Australia Rules for the conduct of Commercial Arbitrations.

- (c) A party must not commence arbitration proceedings in respect of a dispute unless it has complied with clause 15.2.
- (d) The arbitrator will be appointed by the President of the Institute of Arbitrators and Mediators Australia.
- (e) The seat or legal place of arbitration shall be in Sydney NSW.
- (f) Parties to the arbitration shall be entitled to legal representation.
- (g) The laws relating to evidence will apply to the arbitration.

15.4 Confidentiality

Any information or documents disclosed by a party under this clause:

- (a) must be kept confidential; and
- (b) may only be used to attempt to resolve the Dispute.

15.5 Breach of this clause

If a party to a Dispute breaches clauses 15.1 to 15.4, the other parties to the Dispute do not have to comply with those clauses in relation to the Dispute.

16. Security

- 16.1 Prior to the issue of the first Construction Certificate for the applicable approved stage (**Stage**), the Developer must deliver to Council two Securities, for the amounts calculated in accordance with the terms of section 5.3 of the Infrastructure and Services Delivery Plan, in favour of the Council.
- 16.2 If the Security is not transferable by delivery, it shall be accompanied by an executed transfer or such other documentation as is necessary to effect a transfer of the Security. The costs (including all stamp duty or other taxes) of and incidental to the transfer and retransfer, shall be borne by the party providing the Security.
- 16.3 If the Developer does not carry out and deliver the Development Contributions by the time or times and in the manner set out in the Infrastructure and Services Delivery Plan, without limiting any other remedies available to the Council, the Council may call on the Security in respect of the relevant Stage provided that 5 Business Days notice is given to the Developer.
- 16.4 In respect of a relevant Stage, unless the Council has made or intends to make a demand against any Security issued by the Developer, in accordance with clause 16.3, the Council must, upon a written request being made by the Developer return the Security within 10 Business Days of such a request being made as follows:
 - (a) upon provision of the Development Contributions for that Stage, the first Security (column 4 in the table to section 5.3 of the Infrastructure and Services Delivery Plan); and
 - (b) if applicable, upon the expiration of the Defects Liability Period, the second Security (column 5 in the table to section 5.3 of the Infrastructure and Services Delivery Plan), otherwise concurrently with the first Security.

- 16.5 The developer must provide a further Security to Council in the amount indicated in section 5.1.4 of the Infrastructure and Services Delivery Plan, to cover potential damage to public road infrastructure within the stage where Active Building Works are being undertaken. This security will be held by Council until the final occupation certificate is issued for the Project. Council may call on this Security with 5 Business Days notice to the Developer during the term of the Project to meet any costs associated with the repair of public road infrastructure within the stage where Active Building Works are being undertaken that is damaged as a result of the Active Building Works and that is not the subject of future works on that road by the Developer as contemplated under this Agreement..
- 16.6 The Developer must ensure that any Security provided under clauses 16.1 and 16.5 remains valid and effective until it is returned in accordance with clause 16.4, including providing the Council with replacement Security if that initially provided expires prior to it being returned.
- 16.7 The Parties agree that if a condition is imposed on an approval or consent for a stage of the Project that requires the applicant for approval to procure bonds, security or guarantees for damage to Council infrastructure, clause 16.5 need not be complied with and Council will return any Security under clause 16.5.

17. Registration of this Agreement

17.1 Registration

The parties acknowledge and agree that they will seek to ensure that the Minister imposes a condition requiring this Agreement to be complied with in the conduct of the Project as part of the Concept Plan Approval.

If the Concept Plan Approval does not contain a condition requiring this Agreement to be complied with in the conduct of the Project then this Agreement will be registered on the title of the Bonnyrigg Estate Land pursuant to section 93H of the Act.

If the Concept Plan Approval contains a condition requiring this Agreement to be complied with in the conduct of the Project, but that condition subsequently becomes unenforceable, then this Agreement will be registered on the title of the Bonnyrigg Estate Land pursuant to section 93H of the Act.

17.2 Obligations of Developer

The Developer must do all things necessary to procure the registration of this Agreement under clause 17.1

17.3 Discharge of Agreement

Upon satisfaction of the Developer's obligations under this Agreement with respect to a Stage, the Council agrees to provide to the Developer a release and discharge of this Agreement with respect to the land within that Stage within 10 Business Days of receiving a request from the Developer.

18. Termination

This Agreement terminates on the declaration by a Court of competent jurisdiction that the Concept Plan Approval is invalid.

19. Position of Council

19.1 Consent authority

The parties acknowledge that Council is a consent authority with statutory rights and obligations pursuant to the terms of the Act and the *Local Government Act 1993* (NSW) (together the **Legislation**).

19.2 Agreement does not fetter discretion

This Agreement is not intended to operate to fetter, in any unlawful manner:

- (a) the power of the Council to make any law; or
- (b) the exercise by Council of any statutory power or discretion,

(Discretion).

19.3 Severance of provisions

- (a) No provision of this Agreement is intended to, or does, constitute any unlawful fetter on any Discretion. If, contrary to the operation of this clause, any provision of this Agreement is held by a court of competent jurisdiction to constitute an unlawful fetter on any Discretion, the parties agree:
 - (i) they will take all practical steps, including the execution of any further documents, to ensure the objective of this clause 19 is substantially satisfied; and
 - (ii) in the event that paragraph (i) cannot be achieved without giving rise to an unlawful fetter on a Discretion, the relevant provision is to be severed and the remainder of this Agreement has full force and effect.
- (b) Where the Legislation permits the Council to contract out of a provision of that Legislation or gives the Council power to exercise a Discretion, then if the Council has in this Agreement contracted out of a provision or exercised a Discretion under this Agreement, then to that extent this Agreement is not to be taken to be inconsistent with the Legislation.

19.4 No Obligations

Nothing in this Agreement will be deemed to impose any obligation on the Council to exercise any of its functions under the Legislation in relation to the Bonnyrigg Estate Land or the Project.

20. GST

20.1 Defined GST terms

Defined terms used in this clause 20 have the meaning ascribed to them in the GST Law.

20.2 GST to be added to amounts payable

If GST is payable on a Taxable Supply made under, by reference to or in connection with this Agreement, the party providing the Consideration for that Taxable Supply must also pay the GST Amount as additional Consideration. This clause does not apply to the extent that the Consideration for the Taxable Supply is expressly agreed to be GST inclusive, unless otherwise expressly stated, prices or other sums payable or Consideration to be provided under or in accordance with this Agreement are exclusive of GST.

20.3 GST obligations to survive termination

This clause 20 will continue to apply after expiration of termination of this Agreement.

21. Confidentiality

21.1 Agreement not Confidential

The terms of this Agreement are not confidential and this Agreement may be treated as a public document and exhibited or reported without restriction by any party.

21.2 Other Confidential Information

- (a) The parties acknowledge that:
 - (i) Confidential Information may have been supplied to some or all of the parties in the negotiations leading up to the making of this Agreement; and
 - (ii) the parties may disclose to each other further Confidential Information in connection with the subject matter of this Agreement.
- (b) Subject to paragraphs (c) and 21.2(d), each party agrees:
 - (i) not to disclose any Confidential Information received before or after the making of this Agreement to any person without the prior written consent of the party who supplied the Confidential Information; or
 - (ii) to take all reasonable steps to ensure all Confidential Information received before or after the making of this Agreement is kept confidential and protected against unauthorised use and access.
- (c) A party may disclose Confidential Information in the following circumstances:
 - (i) in order to comply with the Law, state government policy, local government policy or any listing rule; or
 - (ii) to any of their employees, consultants, advisers, financiers or contractors to whom it is considered necessary to disclose the information, if the employees, consultants, advisers, financiers or contractors undertake to keep the information confidential.
- (d) The obligations of confidentiality under this clause 21 do not extend to information which is public knowledge other than as a result of a breach of this clause.

22. Notices

22.1 Any notice, consent, information, application or request that must or may be given or made to a party this Agreement is only given or made if it is in writing and sent in one of the following ways:

- (a) Delivered or posted to that party at its address set out below
- (b) Faxed to that party at its fax number set out below
- (c) Emailed to that party at its email address set out below

Council

Attention: Executive Manager, City Outcomes

Address: Fairfield City Council
86 Avoca Road
Wakeley NSW

Fax Number: (02) 9725 0222

Email: mail@fairfieldcity.nsw.gov.au

Developer

Attention: Project Company Representative

Address: Bonnyrigg Partnerships Nominee Pty Ltd
Level 6\275 Kent Street
Sydney NSW 2000

Fax Number: +61 2 8254 6951

Email: mapage@westpac.com.au

22.2 If a party gives the other party 3 Business Days notice of a change of its address or fax number, any notice, consent, information, application or request is only given or made by that party if it is delivered, posted or faxed to the latest address or fax number.

22.3 Any notice, consent, information, application or request is to be treated as given or made at the following time:

- (a) If it is delivered, when it is left at the relevant address;
- (b) If it is sent by post, two (2) Business Days after it is posted;
- (c) If it is sent by fax, as soon as the sender receives from the sender's fax machine a report of an error free transmission to the correct fax number.

22.4 If any notice, consent, information, application or request is delivered, or an error free transmission report in relation to it is received, on a day that is not a Business Day, or if on a

Business Day, after 5pm on that day in the place of the party to whom it is sent, it is to be treated as having been given or made at the beginning of the next Business Day.

23. Approvals and consent

- 23.1 Except as otherwise set out in this Agreement, and subject to any statutory obligation, a party may give or withhold an approval or consent to be given under this Agreement in that party's absolute discretion and subject to any conditions determined by the party. A party is not obliged to give reasons for giving or withholding consent or for giving consent subject to conditions.

24. Assignment

The Developer must not transfer, assign or novate or similarly deal with ('**Dealing**') its rights or obligations under this Agreement unless, prior to any such transfer, assignment, or novation, the Council consents to the proposed Dealing and the Developer procures that the transferee, assignee or novatee executes and delivers to the Council prior to any such Dealing taking effect, a deed in favour of the Council in form and substance acceptable to the Council (acting reasonably) whereby:

- (a) the transferee, assignee or novatee becomes contractually bound with the Council to perform all of the Developer's obligations (including obligations which may have arisen before the transfer, assignment or novation takes effect); and
- (b) the Developer is released from any obligations under or by virtue of this Agreement which at the time of any proposed assignment or novation contemplated by this clause are required to be performed or satisfied by the Developer at any time from or after the date on which that assignment or novation takes effect under this Agreement.

25. Costs

Each party will pay its own costs in relation to the negotiation, preparation and execution of this Agreement.

26. Entire agreement

This Agreement contains everything to which the Parties have agreed in relation to the matters it deals with. No party can rely on an earlier document, or anything said or done by another party, or by a director, officer, agent or employee of that party, before this Agreement was executed, except as permitted by law.

27. Further acts

Each party must promptly execute all documents and do all things that another party from time to time reasonably requests to affect, perfect or complete this Agreement and all transactions incidental to it.

28. Governing law and jurisdiction

This Agreement is governed by the law of New South Wales. The parties submit to the non-exclusive jurisdiction of its courts and courts of appeal from them. The parties will not object to the exercise of jurisdiction by those courts on any basis.

29. Joint and individual liability and benefits

Except as otherwise set out in this Agreement, any agreement, covenant, representation or warranty under this Agreement by two (2) or more persons binds them jointly and each of them individually, and any benefit in favour of two (2) or more persons is for the benefit of them jointly and each of them individually.

30. Representations and warranties

The Parties represent and warrant that they have power to enter into this Agreement and comply with their obligations under the Agreement and that entry into this Agreement will not result in the breach of any law.

31. Severability

If a clause or part of a clause of this Agreement can be read in a way that makes it illegal, unenforceable or invalid, but can also be read in a way that makes it legal, enforceable and valid, it must be read in the latter way. If any clause or part of a clause is illegal, unenforceable or invalid, that clause or part is to be treated as removed from this Agreement, but the rest of this Agreement is not affected.

32. Modification

No Modification of this Agreement will be of any force or effect unless it is in writing and signed by the parties to this Agreement.

33. Waiver

The fact that a party fails to do, or delays in doing, something the party is entitled to do under this Agreement, does not amount to a waiver of any obligation of, or breach of obligation by, another party. A waiver by a party is only effective if it is in writing. A written waiver by a party is only effective in relation to the particular obligation or breach in respect of which it is given. It is not to be taken as an implied waiver of any other obligations or breach or as an implied waiver of that obligation or breach in relation to any other occasion.

34. Force majeure

34.1 Definition

Force Majeure Event affecting a person means anything outside that party's reasonable control including, but not limited to, fire, storm, flood, earthquake, explosion, war, invasion, rebellion, sabotage, epidemic, labour dispute, failure or delay in transportation, act or omission (including

laws, regulations, disapprovals or failures to approve) of any third person (including, but not limited to, subcontractors, customers, governments or government agencies).

34.2 Occurrence of Force Majeure Event

If a Force Majeure Event affecting a party precludes that party (**Precluded Party**) partially or wholly from complying with its obligations under this Agreement then:

- (a) as soon as reasonably practicable after that Force Majeure Event arises, the Precluded Party must notify Council of:
 - (i) the Force Majeure Event;
 - (ii) which obligations the Precluded Party is precluded from performing (**Affected Obligations**);
 - (iii) the extent to which the Force Majeure Event precludes the Precluded Party from performing the Affected Obligations (**Precluded Extent**);
 - (iv) the expected duration of the delay arising directly out of the Force Majeure Event; and
 - (v) suggest an alternative method, if any, of satisfying its obligation under this Agreement;
- (b) the Precluded Party's obligation to perform the Affected Obligations will, to the Precluded Extent, be suspended for the duration of the actual delay arising directly out of the Force Majeure Event (**Actual Delay**); and
- (c) the Precluded Party's obligations to perform any obligations dependent on the Affected Obligations will be suspended until the Precluded Party resumes performance.

34.3 Procedure

- (a) The Precluded Party must use all reasonable efforts and diligence to remove the force majeure or ameliorate its effects as quickly as practicable.
- (b) The parties agree that any costs associated in ameliorating a force majeure event will be a cost of the Developer.
- (c) The Parties agree that this force majeure provision does not apply to an obligation of a Party to transfer land or to pay money.
- (d) If the Parties are unable to agree on the existence of an event of force majeure or the period during which the obligations of the Parties, and any time periods, are suspended during the continuance of the force majeure, that dispute must be referred for determination under clause 10 of this Agreement.
- (e) The Parties agree that a force majeure includes the actual commencement of any legal proceedings by any person challenging the validity of the Concept Plan or Stage 1 approval for the Project or any provision of this Agreement.

- (f) If a force majeure event cannot be resolved to the mutual satisfaction of Council, Minister and the Developer, and as a result of a force majeure event the Developer, in its sole discretion, determines that it is unable to undertake the development, the Developer may terminate this Agreement by notice to the other Parties in which event none of the Parties will have any claim against each other under this Agreement.

Schedule 1 – Land

DoH LAND		DoH LAND	
Lot	DP	Lot	DP
299	262452	157	262449
302	262452	174	262449
303	262452	175	262449
304	262452	176	262449
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DoH LAND

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DoH LAND

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DoH LAND

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Doh LAND	
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Doh LAND	
Lot	DP
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87	262456
197	262449
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379	262454
270	262455
311	262452
389	262454

Vacant Land No Open Space	
Lot	DP
70	853680
425	262454

**THE 11 PROPERTIES BELOW
ALSO NOTED IN DETAILED
LISTING ABOVE & SECOND
SPREADSHEET
(as noted on DOH Superlots)**

Lot	DP
454	839627
6622	790377
397	262454
397	262454
5	262453
5	262453
5	262453
454	839627
65	262453
409	262452
409	262452

**DOH OPEN SPACE PROPERTIES
(NO DWELLINGS)**

Lot	DP
415	262449
416	262449
417	262449
418	262452
419	262454
413	262455

FAIRFIELD CITY COUNCIL LAND

Lot	DP
414	262456

Annexure 1: Infrastructure and Services Delivery Plan

Signing page

EXECUTED as an agreement.

Dated:

Executed by *[name and position]* on behalf
of **Fairfield City Council**

Signature of witness

Name of witness (print)

**Signed for Bonnyrigg Partnerships
Nominee Pty Ltd** by an authorised officer in
the presence of

Signature of witness

Name of witness (print)

← _____
Signature of *[name and position]*
(Please delete as applicable)

Name of officer (print)

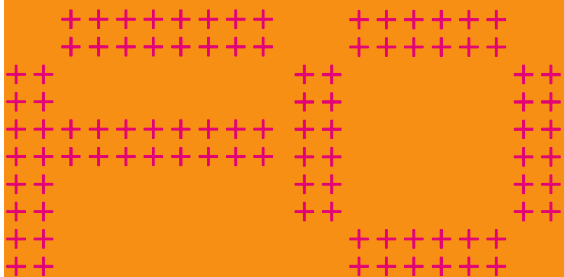
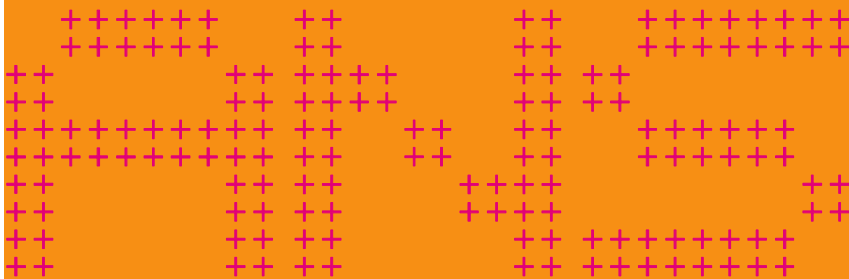
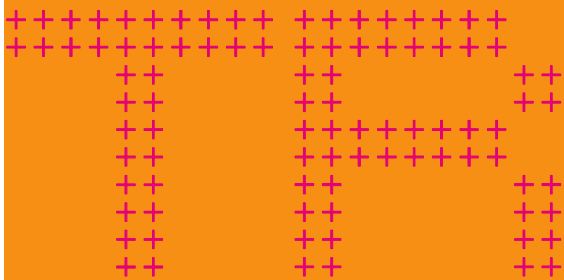
← _____
Signature of officer

← _____
Name of officer (print)

Office held

Bonnyrigg Infrastructure and Services Delivery Plan

June 2008



urbis

Bonnyrigg Infrastructure and Services Delivery Plan

Prepared by Bonnyrigg Partnerships

Level 14
55 Clarence Street
Sydney NSW 2000

June 2008

Prepared for Bonnyrigg Partnerships
and Fairfield City Council

URBIS STAFF RESPONSIBLE FOR THIS REPORT WERE:

Director	John Wynne
Associate Director	
Consultant	
Support Staff	
Job Code	SA3338
Report Number	Bonnyrigg Infrastructure and Services Delivery Plan - 180608 - Final

1	PURPOSE OF PLAN	1
2	THE PROJECT.....	3
3	INFRASTRUCTURE, FACILITIES AND AMENITIES NEEDED FOR THE NEW COMMUNITY.....	5
3.1	Infrastructure needs.....	5
3.2	Infrastructure and services provision commitment	6
4	APPORTIONMENT OF PUBLIC INFRASTRUCTURE AND SERVICES PROVISION.....	7
4.1	Summary of costs of public benefits and their apportionment according to developer and Council responsibilities.....	7
5	INFRASTRUCTURE AND SERVICES TO BE PROVIDED	12
5.1	Total infrastructure provision	12
5.1.1	Physical Infrastructure	12
5.1.2	<u>Social Services</u>	17
5.2	Detailed scope of works for items relevant to the VPA.....	23
5.2.1	<u>Collector road upgrades</u>	24
5.2.2	<u>Local roads adjacent to public open space</u>	26
5.2.3	<u>Internal bus shelters</u>	29
5.2.4	<u>Perimeter bus shelters</u>	30
5.2.5	<u>Cycle-ways</u>	31
5.2.6	<u>Valley Park</u>	32
5.2.7	<u>Hilltop Park</u>	39
5.2.8	<u>Forest Park</u>	41
5.2.9	<u>Village Park</u>	43
5.2.10	<u>Junior Play Park</u>	45
5.2.11	<u>Civil works associated with open space</u>	47
5.2.12	<u>Detention basins</u>	48
5.2.13	<u>Creek-line upgrade</u>	49
5.2.14	<u>Gross pollutant traps</u>	51
5.2.15	<u>Rain-gardens</u>	52
5.2.16	<u>Community Centre</u>	54
5.2.17	<u>Provision of community garden</u>	56
5.2.18	<u>Upgrade of Bonnyrigg library</u>	58
5.2.19	<u>Provision of public art</u>	58
5.2.20	<u>Youth services</u>	60
5.2.21	<u>Seniors program space</u>	60
5.3	Timing of infrastructure provision.....	62
6	FLEXIBILITY AND STAGING OF PLAN.....	69

PURPOSE OF PLAN

APPENDICES

Appendix A Plans of proposed contribution items

Appendix B Staged development plan

1 Purpose of plan

The Bonnyrigg Living Communities Project comprises the renewal of the existing public housing area commonly known as Bonnyrigg Estate, and is being undertaken by Bonnyrigg Partnerships in a Public Private Partnership with the Department of Housing. Bonnyrigg Partnerships is responsible for the physical renewal of the estate, including the integration of high quality public and private housing, public parks and community facilities, as well as the provision of tenancy and facilities management services for a 30 year period.

A concept plan has been prepared to guide the physical renewal of the existing area, which currently comprises low density residential development and local public open space. Residential development will continue to be the dominant land use, although at an increased density and in a different form than currently exists. Existing public open space will be reconfigured and embellished to meet the needs of the local community. A new multi-purpose centre comprising community, small scale retail and commercial activities will also be developed in the centre of the site. The physical renewal of the area will be supported by the appropriate provisions of physical and community infrastructure necessary to support the new community. The renewal of Bonnyrigg will occur in a carefully staged manner.

The purpose of the Bonnyrigg Infrastructure and Services Delivery Plan (ISDP) is to set out the detail of the design, operation, timing, maintenance and estimated value of the 'public' infrastructure components provided in the Bonnyrigg Living Communities Project. This ISDP will provide clarity on these infrastructure commitments while making provision for flexibility over time for Bonnyrigg Partnerships and Fairfield City Council (Council) to negotiate refinements or changes to the details of the infrastructure provisions over time.

The infrastructure needed to support the community of the renewed area has been identified as part of the design and planning of the project. For the purposes of this plan, the infrastructure needs comprise two elements, being:

- Physical infrastructure: Physical works including construction and embellishment of roads, open space, drains, buildings, etc and dedication of land to Council; and
- Social infrastructure: Provision of services, programs and support and monetary contributions to serve the needs of the community.

Bonnyrigg Partnerships has committed to being responsible for the provision of all infrastructure identified in this plan as being required to support the renewed community. This commitment will be secured through entering into a Voluntary Planning Agreement (VPA) under which development contributions will be made for the provision of infrastructure. The estimated value of the total infrastructure provision for the Bonnyrigg Living Communities Project is \$95 million.

The infrastructure to be provided by Bonnyrigg Partnerships includes physical and social infrastructure that would in other circumstances, be provided through a combination of developer responsibility and government responsibility (with funding provided by way of Section 94 contributions or similar). Of the total \$95 million infrastructure provision for this project, \$73.7 million is estimated to be for 'private' infrastructure (i.e. primarily serving the needs of the community living in the development area) and therefore the responsibility of the developer, and \$21.3 million being the responsibility of government (in this case primarily Fairfield City Council) for the 'public' infrastructure components which serve the needs of both the community living in the development area and beyond.

In recognition of the commitment by Bonnyrigg Partnerships for the full provision of the total required infrastructure, the Voluntary Planning Agreement (VPA) associated with the project will do two things:

- Require Bonnyrigg Partnerships to implement the terms of this plan throughout the life of the project.
- Remove the requirement for Bonnyrigg Partnerships to pay any Section 94 or other developer contributions for the life of this project.

As part of the collaborative nature of the relationship between Fairfield City Council and Bonnyrigg Partnerships, the below list of principals outlines both parties current position for the use of infrastructure, services and monies on the Bonnyrigg living Community Project area and the surrounding local area.

- That all parties seek to achieve the best possible outcomes for the Bonnyrigg estate (and its redevelopment), and for the broader Bonnyrigg area.
- That Fairfield City Council and Bonnyrigg Partnerships will work collaboratively wherever possible so as to achieve the maximum benefit for the community;
- There should be no duplication of currently existing services, and the services to be provided by the parties should be complementary.
- That all monies that are contributed are to be expended in Bonnyrigg for the benefit of the present and future community moving forward.
- Contributions must support the project for its full term; not just the first few years.
- That both parties will facilitate and ensure that any opportunities to leverage grants funding will be taken. Both parties will collaborate to optimize any opportunities to leverage grants funding. Accordingly, should funding be obtained then the scale, design, construction standards and other aspects of the facilities proposed in this Infrastructure and Services Delivery Plan shall be reviewed. The benefits of the grants shall consider the whole of costs and project related issues.
- Maximum community involvement should be sought where possible.

2 The project

The Bonnyrigg Living Communities Project comprises the renewal of the existing public housing land commonly known as Bonnyrigg Estate and is being undertaken by Bonnyrigg Partnerships in a Public Private Partnership with the Department of Housing. The actual corporation representing the project company contract under the PPP with Housing NSW is Bonnyrigg Partnerships Nominees Pty. Ltd. Bonnyrigg Partnerships is owned jointly by two members of the Bonnyrigg Partnership consortium, Becton Property Group and Westpac.

The Bonnyrigg Partnerships consortium comprises the following participants;

- Bonnyrigg Developments (Becton Property Group)
- Westpac
- Spotless
- St George Community Housing

Bonnyrigg Partnerships is responsible for the physical renewal of the estate, including the integration of high quality public and private housing, public parks and community facilities, as well as the provision of tenancy and facilities management services for a 30 year period.

The three key objectives in delivering the Bonnyrigg Living Communities Project are:

- *Community renewal of Bonnyrigg Estate*: The aim is the social and physical renewal of the estate to improve the existing quality of life for tenants, to better manage tenancy issues, to improve resident safety and to better match the housing needs of the tenants. The physical renewal will occur by improving the urban design of the estate and through better integration with the wider community by diluting the concentration of social housing by mixing it with private housing. The social renewal will occur through the integrated management of the tenants, facilities and through consultation with the community.
- *Providing better services and creating new opportunities for local people*: In partnership with other agencies, residents and community leaders, the Department of Housing (DoH) is committed to working to find ways to upgrade public safety improve health and community services and create new opportunities for local people to improve education and skills and find jobs.
- *Building a stronger community*: This involves working with the diverse Bonnyrigg communities to find better ways to listen to each other, to help build skills and strengthen community ties and local leadership.

A Concept Plan has been prepared to guide the physical renewal of the existing public housing estate, which currently comprises low density residential development and local public open space. Residential development will continue to be the dominant land use. The existing public open space will be reconfigured to address the local road network and better meet the needs of the local community. A multi-purpose centre comprising community and commercial activities (including ancillary retail servicing the needs of the immediate community) will also be accommodated in the centre of the site.

The site will be subdivided into approximately 780 new lots. Many of the new lots will be further subdivided by strata title or community title, depending on the dwelling type to be constructed on the lot. The Bonnyrigg Living Communities Project is expected to produce a total yield of approximately 2,330 dwellings. The Concept Plan proposes to reconfigure and rationalise the existing public open spaces so that the open space network better meets the needs of existing and future residents with regard to both the quantity and quality of open space, including passive and active recreation opportunities.

The Bonnyrigg Living Communities Project will be constructed in 18 stages over an approximate 13 year period to minimise disruption to the existing community and minimise lead-ins, temporary connections or dependency upon undeveloped stages for service and access provisions. The proposed staging of the development also enables the upgrade of existing community services and other infrastructure works to be phased in as the population and needs increase.

The proposed Concept Plan comprises the following key components:

- Demolition of existing dwellings in stages.
- Staged construction of approximately 2,330 dwellings in 18 stages over approximately 13 years, including lifted apartments, attached homes (in 2, 3, 4, 6 and 8-plex configurations) and detached homes.
- Staged construction of a multi-purpose centre comprising community and commercial uses, (including ancillary retail servicing the needs of the immediate community).
- Retention and upgrade of existing roads, construction of new roads and provision of a pedestrian and bicycle movement network.
- Reconfiguration and upgrade of existing public open space, including extensive landscaping and infrastructure to cater for a wide range of different users and enhance safety and security.
- Stormwater infrastructure works, including water sensitive urban design measures to control the quantity and quality of stormwater that will also enhance the appearance of the site and provide passive recreation opportunities.
- Retention, extension and upgrades of existing services infrastructure to maintain supply through construction to cater for the increased population.

	Current	Proposed	Increase
Dwellings	833 dwellings	2,330 dwellings	1,497 dwellings
Population	2,895 people	6,032 people (projected 2021)	3,137 people

The physical renewal of the estate will also be supported by a range of community support initiatives delivered through a Community Renewal Services Plan delivered by Bonnyrigg Management in collaboration with Fairfield City Council.

3 Infrastructure, facilities and amenities needed for the new community

The infrastructure needed to support the community of the renewed area has been identified as part of the design and planning of the renewed area. For the purposes of this report, these infrastructure needs are considered to comprise two elements, being:

- Physical infrastructure: physical works including construction and embellishment of roads, open space, drains, buildings and dedication of land to Council, etc.
- Social infrastructure: provision of services, programs and support and monetary contributions to serve the needs of the community.

3.1 Infrastructure needs

Detailed investigations have been completed to identify the infrastructure, community facilities and services needed to support the enlarged community contained in the redeveloped estate. These detailed investigations and reports have been included in the technical documentation accompanying the Concept Plan submitted for approval under Part 3A of the Act, and includes the following:

- Bonnyrigg Masterplan - Urbis
- Incoming Community Report – Urbis
- Social Needs Report – Urbis
- Demographic Report – Urbis
- Social Impact Assessment – JSA
- CPTED Analysis – Urbis
- Tmap – SKM
- ESD Opportunities – Advanced Environmental
- Environment and Construction Management Plan – Hughes Trueman
- Water Cycle Management Report – Hughes Trueman
- Master Plan Infrastructure Report – Hughes Trueman
- Community Engagement Report – JSA
- Social Impact Assessment Peer Review – Urbis
- BASIX Assessment – Advanced Environmental
- Lighting Strategy Plan – Vision Design
- Economic Impact Assessment – Macroplan

These studies have been carried out to provide a researched basis for understanding the physical, social and economic needs of the community, and to evaluate the requirement for provision of infrastructure, community facilities and services both on and off site. This research has informed the design and preparation of the proposed concept plan and the associated supporting documentation for the proposed urban renewal. This research has been supplemented and validated through detailed review by Fairfield City Council and other government agencies. As a result of the consultation with Council and other government agencies it was agreed that the infrastructure and services contemplated in the ISDP would adequately meet the likely physical, social, environmental and economic needs of the Bonnyrigg Estate community now and in the future.

3.2 Infrastructure and services provision commitment

As part of the design and planning approvals process for the project, Bonnyrigg Partnerships has committed to being responsible for the provision of all infrastructure identified in the ISDP as being required to support the renewed community, with this commitment secured through entering into a Voluntary Planning Agreement (VPA). The estimated value of the total infrastructure provision for the Bonnyrigg Living Communities Project is approximately \$95 million.

4 Apportionment of public infrastructure and services provision

The public benefits to be provided by Bonnyrigg Partnerships include physical and social infrastructure that is provided through a combination of developer responsibility and Council responsibility. Other government authorities may require that the developer provide additional public infrastructure and this will be the responsibility of the developer.

The purpose of the Bonnyrigg Infrastructure and Services Delivery Plan (ISDP) is to document the public benefits that are required and will be provided on and in the vicinity of the estate, all of which are to be delivered by the developer as required by the VPA. The details of this infrastructure are outlined in Part 5 of this plan.

The ISDP also identifies the respective costs of developer and Council responsibilities for the purpose of indicating the value of the infrastructure and to assist in determining the security to be provided. The Voluntary Planning Agreement (VPA) will refer to this plan to describe the delivery by the developer of Council responsibilities that would otherwise be funded through Section 94 and/or other development contributions.

The ISDP sets out the detail of the design, construction, operation, timing, maintenance and completion processes for all public benefit components provided in the Bonnyrigg Living Communities Project.

4.1 Summary of costs of public benefits and their apportionment according to developer and Council responsibilities

The estimated costs of the Bonnyrigg Living Communities Project are summarised as follows:

Item	Approximate Cost
Value of development of the entire estate including physical construction and service provision	\$570 Million
Value of the construction of public and private dwellings	\$475 Million
Total estimated value of the provision of public infrastructure and community facilities (both on and off site)	\$95 Million

Of the total \$95 million infrastructure provision for this project, \$73.7 million is estimated to be the developer's responsibility, and \$21.3 million is considered to be the responsibility of Fairfield City Council.

In summary:

Value of public benefits to be provided through the Voluntary Planning Agreement (VPA) and ISDP	\$21.3 Million
Value of public benefits that the developer has committed to deliver irrespective of the provisions of the VPA.	\$73.7 Million

In addition to the \$21.1 Million infrastructure works associated with the traffic and transport, open space, water management and community facilities proposed as part of the project an additional \$345,000 has been included for community services that would not normally be provided as part of a

Council Section 94 contribution plan. Also the developer proposes to construct a purpose built building to house staff managing the community and estate at a cost of \$1.4 million and a further \$6.1 million for staff and programs relating the community services.

In summary:

Value of community services public benefits to be provided through the Voluntary Planning Agreement (VPA)	\$345,000
Value of community services public benefits that the developer has committed to deliver irrespective of the provisions of the VPA.	\$7.5 Million
Total estimated value of the provision of community services and facilities	\$7.85 Million

The public benefits are apportioned according to who would ordinarily be responsible for their delivery using the following criteria:

Infrastructure item	Council responsibility Portion	Total Cost (\$) Approx.	Apportioned Cost (\$) Approx.	Capital Works (\$)	Services / Processes (\$)	Criteria used
Collector Road upgrades (Works in kind)	100%	\$2,229,000	\$2,229,000	\$2,229,000		Upgrade of existing collector roads network are a 'public' responsibility given also that they provide through access to a broader community. Note that works to Elizabeth Drive and Cabramatta Road being arterial roads are the responsibility of the RTA
Local roads adjacent to public open space (linking open space to roads) (Works in kind)	100%	\$1,997,000	\$1,997,000	\$1,997,000		Only that portion adjacent to parks included in calculation. Other road sections are required to gain access to private dwellings
Internal bus shelters (Works in kind)	50%	\$191,000	\$95,000	\$95,000		Part private responsibility along <u>new</u> bus route to achieve desired mode split and reduce car-parking provision

Perimeter bus shelters (Works in kind)	100%	\$191,000	\$191,000	\$191,000		Existing bus routes, new shelters are 'public' responsibility.
Cycleways (Works in kind)	100%	\$480,000	\$480,000	\$480,000		Road and Park improvements are 'public' responsibility
Valley Park (North) (Works in kind)	100%	\$3,232,000	\$3,232,000	\$3,232,000		All park embellishment work is a 'public' responsibility. The 'private' responsibility is to provide the land so as to address the significant reduction in private open space.
Valley Park (South) (Works in kind)	100%	\$808,000	\$808,000	\$808,000		
Hilltop Park (Works in kind)	100%	\$1,318,000	\$1,318,000	\$1,318,000		
Forest Park (Works in kind)	100%	\$494,000	\$494,000	\$494,000		
Village Park (Works in kind)	100%	\$560,000	\$560,000	\$560,000		
Junior Play Park (Works in kind)	100%	\$470,000	\$470,000	\$470,000		
Civil Works associated with park upgrades (Works in kind)	100%	\$1,356,000	\$1,356,000	\$1,356,000		
Pipes and pits (Works in kind)	50%	\$168,000	\$84,000	\$84,000		Storm-water management upgrade works (including all creek works) are a 'public' responsibility. Basic storm-water management systems are a 'private' responsibility
Detention basins (Works in kind) {Maximum Works in kind for Eastern Detention Basin}	50%	\$976,000 { \$ 172,000}	\$488,000 { \$ 172,000}	\$488,000 { \$ 172,000}		
Creek-line upgrade (Works in kind)	100%	\$2,607,000	\$2,607,000	\$2,607,000		
Gross pollutant traps (Works in kind)	50%	\$736,000	\$368,000	\$368,000		
Rain-gardens	50%	\$2,480,000	\$1,241,000	\$1,241,000		

(Works in kind)						
Community building (Works in kind)	100%	\$2,353,000	\$2,353,000	\$2,353,000		Community Facilities and Services are a 'public' responsibility.
Upgrade of Bonnyrigg Library (Cash contribution) 75% services/process 25% capital works	100%	\$300,000	\$300,000	\$75,000	\$225,000	Community Facilities and Services are a 'public' responsibility
Provision of a community garden (Works in kind)	100%	\$80,000	\$80,000	\$80,000		Community Facilities and Services are a 'public' responsibility
Provision of public art (Works in kind) 20% services/process 80% capital works	100%	\$250,000	\$250,000	\$200,000	\$50,000*	Community Facilities and Services are a 'public' responsibility * Increase allowance for process costs as required by Bonnyrigg Partnerships
Provision of youth services (Cash contribution) 100% services/process	100%	\$70,000	\$70,000		\$70,000	Community Facilities and Services are a 'public' responsibility
Seniors program space (Works in kind)	100%	\$189,000	\$ 189,000	\$ 189,000		Community Facilities and Services are a 'public' responsibility
TOTAL			\$21,260,000	\$20,915,000	\$345,000	

The above table indicates items that will be provided by the developers as 'works in kind' and those which will be provided by way of cash contribution. The cost of the items being provided as 'works in kind' are based upon specifications set out in Section 5.2 of the ISDP and are estimates only. The cost estimates for 'works-in-kind' are estimates based upon the present rates and actual costs of undertaking the works will vary from the estimates. Subject to the appropriate specified construction standard being satisfied, any cost savings achieved during construction by the developer do not need to be passed onto Council. Likewise the developer accepts the risks of any cost increases.

It is important to recognise that the above figures do not include any costs associated with the dedication of land to Fairfield City Council for use for the purposes of roads and public open space. A significant amount of roads existing in the area are currently owned by Fairfield City Council. As part of the redevelopment process, some of these will be closed and new roads and public open space areas created, and then dedicated to Council at no cost to Council. These closures will occur under the provisions of the Housing Act and the Land Acquisitions (Just Terms Compensation) Act.

In addition, a significant amount of existing public open space in the area will be redeveloped as part of the masterplanning of the estate. Much of this open space is currently owned by Housing NSW. During the redevelopment the location and shape of public open space will be changed and then dedicated back to Council at no cost.

Compensation for Compulsory Acquisition by Housing NSW for land owned by Fairfield City Council is based on a 'peppercorn' payment in reflection of the dedication at no cost to the City of land being prepared suitable for its intended use as public road, public open space and operational community land.

5 Infrastructure and services to be provided

This section provides a summary of the infrastructure and services to be provided to support the community in the renewed area. The section is divided into three parts, being:

Section 5.1 –Description of the all infrastructure and services to be provided in the redevelopment of the area, covering both private infrastructure (i.e. primarily serving the needs of the community living in the development area) and therefore the responsibility of the developer, and 'public' infrastructure components which serve the needs of both the community living in the development area and beyond.

Section 5.2 – Description and detail of technical specifications for the infrastructure and services considered to comprise only the 'public' infrastructure and services (i.e. those which serve the needs of both the community living in the development area and beyond).

Section 5.3 – Outline of the anticipated timing (by reference to the stage of development construction) of the public infrastructure and services.

5.1 Total infrastructure provision

The following provides a broad description of the nature and extent of public benefits that will be provided by the developer of the site. It is important to note that all infrastructure will be connected to and integrated with similar infrastructure outside the estate.

5.1.1 Physical Infrastructure

The broad range of physical infrastructure to be provided to serve the renewed estate is summarised as follows:

Road Works

- Upgraded and re-sealed roads totalling 4,500m in length and 74,000m² of re-sealed pavement area.
- 8,200m in length and 105,000m² of newly constructed pavement will be constructed as new roads.
- 27,400m² of new or replaced street footpath, including shared cycle/pedestrian links will be provided.

Stormwater

- Construction of a single, stormwater detention facility for each of the three separate catchments - namely central, eastern and western. The central and western catchment facilities are proposed to be constructed within open space contained within the estate. However the eastern catchment facilities are proposed to be located off site and may be for water quantity (OSD) or water quality improvement. The location and extent of which will be defined and agreed upon with Council with the Stage 3 DA submission, but will be capped at a total cost of \$171,870 (including all land and capital works). These basins will provide approximately 9,300m³ of combined stormwater detention storage.
- It is also proposed to create a series of water quality control facilities, for treatment of runoff prior to discharge from the site. These facilities shall include wetlands, rain gardens, bio-retention swales and sinks. The area of these facilities is approximately 5,300m².
- Construction of new minor road stormwater systems will total approximately 3,700m of pipe and associated pits.
- Sub-soil drainage provided within the new roads and proposed tree wells will total approximately 12,700m of pipe.

Potable Water

- The existing potable water supply within the development area will be extended and upgraded where necessary. The majority of existing pipe will be retained with all new pipe work connecting into the existing system, thus providing approximately 7,100m of new potable water mains, with approximately 3,700m to be removed.

Recycled Water

- It is intended to supply recycled water to the development. A recycled water main will be laid throughout the entire development, greatly reducing the potable water demand and assisting in satisfying the BASIX requirements for portable water demand reductions. The recycled main will be laid parallel to the potable water main where possible in new roads and on opposing sides of the road for existing roads to minimise existing service disruption. The estimated length of recycled water main is 12,200m.

Sewer

- The existing sewer within the development area will be retained if possible or extended where necessary. In addition to the sewer reticulation works, a number of sewer main upgrades, both on and off site, will be constructed due to the increase in density of the Bonnyrigg renewal. The new sewer reticulation and carrier mains will be connected to the existing Sydney Water system, entailing approximately 8,000m of new sewer main and associated manholes.

Telecommunications

- While some of the existing telecommunications infrastructure can be retained as part of the renewal process, a significant portion of the site will require new services. These new works shall be undertaken as part of the infrastructure renewal and will be contained within a shared trench arrangement with electrical, broadband and gas reticulation. The additional telecommunications conduit and cabling will total approximately 5,100m.
- Existing telecom ducts and cabling will be retained where possible, but will need to be removed where they do not follow proposed road alignments. Telstra have been contacted and the Access Planning division has indicated that Telstra have no future upgrades planned for the area and that no servicing issues are apparent.
- In addition to the standard telecommunications cabling it is proposed to reticulate a broadband network throughout the estate for information technology purposes. It is estimated that the new cabling will total approximately 12,700m.
- Future long term and additional provision of Telstra and Optus services for the area will need to be reviewed with the service providers.

Gas

- Gas supply to the future dwellings will be supplied from the retained mains and extended services as part of the works. The existing mains are of various sizes with the supply feed main being located in Edensor Road.
- The gas supplier, Alinta has been consulted throughout the design process. Alinta have indicated that they would supply gas to the entire development area in a shared trench arrangement at no extra cost to Bonnyrigg Partnerships. Alinta have also advised us that the existing network has the capacity to serve the development. It is anticipated that approximately 12,200m of new gas piping will need to be installed to supply the entire development proposal

Electrical

- As much of the existing electrical services as possible will be retained during the renewal process. Any new electrical reticulation will be provided in a shared trenching arrangement within proposed roads and will connect to the existing electrical supply system. The new reticulation will consist of both low and 11 kV high voltage and associated pad-mount substations and switching gear. Due to the Integral Energy's normal augmentation program and the reduction in electrical usage on a per dwelling basis there are no additional off-estate major works required solely for the servicing the renewal area.

- New electrical reticulations will approximate 5,900m of conduit and cabling; the number of new light poles will be approximately 290; and pad mount substations provided will be approximately 21.
- The electricity supply across the whole of Bonnyrigg will need to be increased. Additional substations will be required to service the proposal. High voltage and Low voltage cabling will need to be installed across all future stages.
- Integral Energy have indicated that plans are in place to augment their zone substation in Monash Place. Integral also intend to construct a new zone substation at Abbotsbury, these upgrade measures and the connection between these sites with high voltage transmission lines will ensure that the entire renewal development can be serviced adequately throughout the staged process. Until this infrastructure is constructed the current electrical supply can support 1,400 dwellings. Integral Energy have indicated that the upgrades would occur within the next 3 years. As the expected development program will not create more than 1,400 dwellings until 2013, it is expected that Integral Energy's current program is suitable. However, further discussion with Integral Energy should take place leading up to, and during the detailed design stage of the project.

Trees and landscaping

- Street trees shall be planted on both sides of all streets except 'access streets'
- Locate 'cultural plantings' in formal groupings or strategic locations as feature trees to provide cultural interest and a sense of place – Cultural plantings are species which relate to the different cultural groups from indigenous to South East Asian to Middle Eastern and which can be grown at Bonnyrigg.
- Adopt a copping approach to street tree planting except at entries.
- Use formally spaced alley planting to designated entry points to Bonnyrigg, and along park edges as indicated.
- Use nominated species as shown in species list and to areas located in the street tree master plan.
- Street trees are to be located in rain gardens to obtain passive irrigation from stormwater runoff. One tree per ten 90 degree car spaces and one tree per three parallel car spaces.

Pedestrian and bicycle connections

- Minimum of two paths to each street (one to each sides).
- Shareways to be 2.4m wide brushed concrete.
- Standard path to be 1.2m wide brushed concrete.
- Pathways to be generally located 600mm off boundary.

Public transport facilities

- Provide a movement network that links residents to the activity nodes, including public transport infrastructure, to encourage its use.
- Integrate the pedestrian and bicycle network with the road network to promote passive surveillance.
- The treatment of Tarlington Parade and Bunker Parade and the design of the connecting road are to be designed to accommodate bus movements.
- Provide bus stops in locations that will provide for good access to public transport services for the majority of residents.

WSUD and Water Management

- Roadside tree bays to form raingardens to collect road runoff prior to discharge to a piped system.
- Piped systems to drain through a GPT prior to discharge to secondary treatment facilities.

- Piped outlets to Tarlington Reserve to discharge above ground to raingardens or linear creek line.
- Potable water demand reduction via reticulated recycled water supply.
- On-site detention to limit discharges to the pre-development rates.
- All street kerb lines on parks are to be broken to allow infiltration into turfed buffer zones.
- Raingardens to creek line to provide bio-retention.

Parks

- Create visual rewards through location of amenities in highly visible locations, to enhance visual character, identity, surveillance and limit vandalism.
- Utilise open space for integrated stormwater management incorporating water sensitive urban design principles.
- Parks are to be located on main roads or provide perimeter road address for standard roads.
- Visibility across parks should be maintained with limited inclusions of shrub planting or other objects that inhibit site lines.
- Use unobtrusive physical barriers to discourage undesired vehicular access to parks.
- Pedestrian paths to be located on desire lines as indicated.
- Provide shade trees and structures to seating and play areas.
- Provide detail grading and retaining systems to allow for levels associated with existing trees to be retained.
- All lighting to conform to relevant Australian standards.
- Trees are to be planted in mulched garden beds where possible and are to be selected with a clear trunk to 2m.
- Plant species are to be indigenous except for 'cultural plantings' as indicated. Seed stock is to be sourced locally and used for generation of all plant material.

Vegetation Management

- Design and implement formal WSUD infrastructure components to perform a variety of functions including stormwater treatment and detention and erosion and sediment control.
- Restore and enhance bushland and riparian environments using local provenance seed to increase habitat and biodiversity. For fauna at all strata, being aquatic, grass, shrub and canopy.
- Plan and maintain a diversity of sporting and recreational opportunities including quality, multi-use public open space facilities that meet community expectations and enhance aesthetic and recreational amenity.
- Design quality streetscape environments that encourage street activity, promote transitional spaces between the private and public domain and improve visual amenity by retaining and increasing streetscape vegetation.
- Ensure the design and management of landscape zones considers local environmental constraints, water use minimisation, management of stormwater processes, social equity and economic viability..

Shade Structures and Amenities

- Each park is to feature at least one shade and seating structure to provide architectural focus for that park.
- Structures are to meet the ground with no raised foundation.

- Structures are to be simple steel framed skillion roofed structures with vertical or near vertical uprights.
- BBQs and formal picnic settings to generally be located with or adjacent shade structures.

Furniture

- Provide a suite of furniture that responds to formal, feature and informal requirements.
- Bubblers to be located in locations shown.
- Bollards to be located along park boundaries with roads to restrict unwanted vehicle access where required.

Sporting and Recreational Facilities

- To provide access to sporting facilities in keeping with the SIA.
- To provide access to a variety of recreational and play opportunities in appropriate locations relevant to immediate residents.
- To provide a mix of both active and passive and formal and informal recreation/play opportunities across the spectrum of age groups.

Public Art

- Integrate artworks across the estate to provide visual links and provide a consistent identity.
- Use furniture, pathways, play facilities and any other infrastructure items as potential art elements or canvas for art.

Community Centre

- The community centre will be located at the centre of the valley park, in an area know as the Bonnyrigg Neighbourhood Centre. The Community centre will be adjacent to the Bonnyrigg Partnership Office, a commercial facility and the community garden. Tarlington Parade, Bunker Parade the new street that connects the two and Valley Park bound this neighbourhood centre.
- The community centre will be a purpose designed building for community use including provision of function rooms (for events such as birthday party's and weddings for example), meeting rooms, Health clinic, out reach services.
- The Community Centre and its curtilage will be dedicated to Council upon completion.

Community Garden

- To be co-located with community centre. Storage requirements are be included in community Centre.
- Garden to be shared or allotment style with access along a series of grid paths.
- Garden to be initially secured with a 1.8m security fence and accessed through multi-purpose centre.
- Delivery and vehicular access for soils etc to be provided.
- Provide signage inviting all to participate.
- The community garden and associated access will be dedicated to Council upon completion.

Site Nursery

- The nursery is located in a central and accessible location, adjacent to the amenities building in Valley Park. It is to provide all necessary facilities for seedling production only.
- To provide facilities for educational workshops associated with the production nursery.

- To use the nursery and its produce to screen or buffer unsightly components of the development at various stages.
- To form links between the site nursery and the community gardens when constructed.
- To be temporary and exist for the life of the development project only.
- To provide an opportunity for private or public existing trees to be transplanted and retained in pots until replanting.

Lighting

- Provide a good standard of lighting. Lighting to comply with Australian Standards for public lighting AS1158.
- Lighting that illuminates pedestrian areas as well as roads.
- Provide high quality lighting, which will not conflict with plating or create large areas of shadow.
- Light poles and fittings to be consistent with other site elements to form a family of site objects in tune with both the architecture and environment.
- Lighting design and placement to illuminate potential areas of concealment.
- Lighting to be provided in areas of high public use, with type and design of lighting dependent on need, location and use.
- Pathways, driveways, building entrances and exits and common external spaces should be well lit.
- Bollard top lighting to be avoided where possible.

5.1.2 Social Services

A range of community support infrastructure will be provided in the development, namely:

Bonnyrigg Library

- Monetary contribution to the upgrading of Bonnyrigg Library.
- Monetary contribution to the services being provided from Bonnyrigg Library.

Youth Services

- Monetary contributions to youth support programs, services or facilities.

Public Art

- Development of the public art strategy for the proposed public art installations and themes.

Community Renewal Services Plan (CRSP)

- \$6.1 million for staff, services and programs relating the community services for past and future residents from the local community.

Bonnyrigg Management Office

- The construction of a purpose built building to house staff managing the community and estate at a cost of \$1.4 million. The tenants of this building include Bonnyrigg Management; an organisation created to manage and coordinate the community renewal services proposed in the CRSP, Spotless; an organisation to maintain the social housing and Bonnyrigg Partnership buildings, St George Community Housing; an organisation that manages the social housing tenants.

5.1.3 Land Management (Acquisition and Dedication)

A significant amount of Public Land exists within the Bonnyrigg Living Communities Project estate.

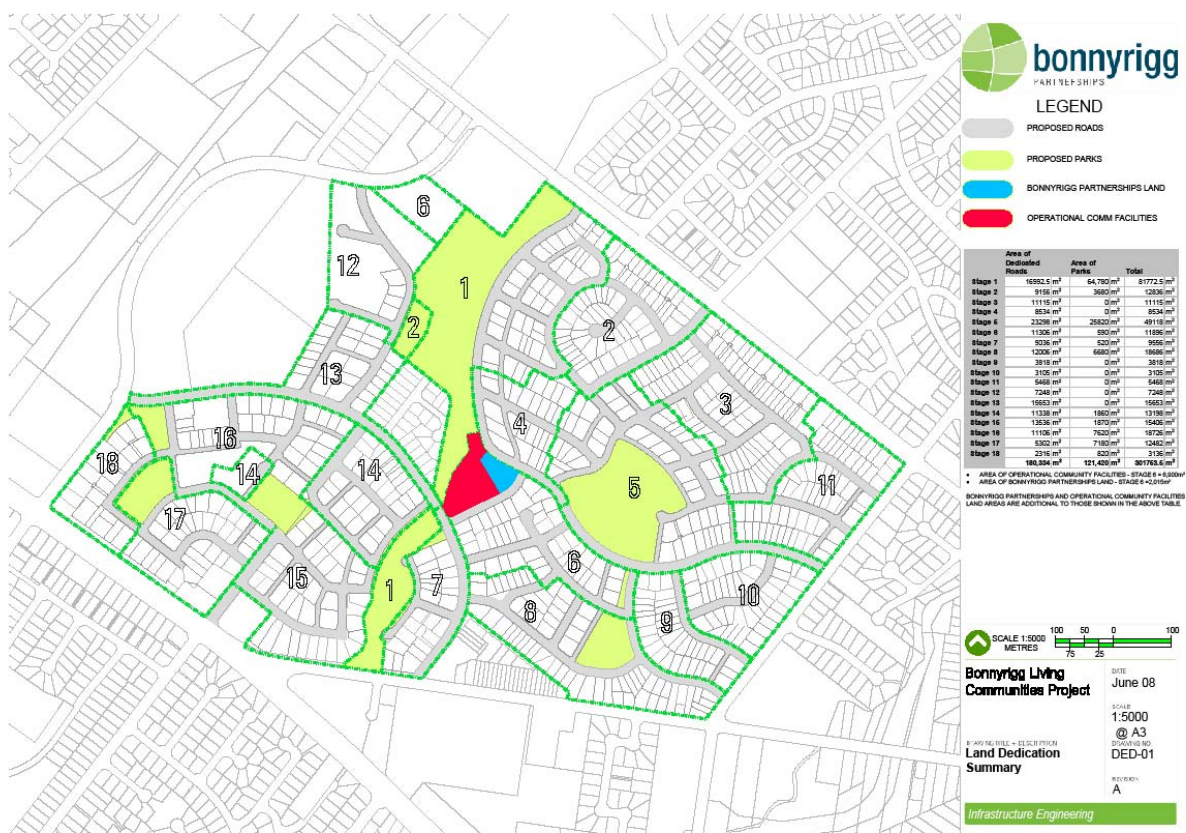
Much of that land will remain as public land during and after the redevelopment process, while additional public land will also be created.

There are three types of land proposed to be dedicated to Council upon the completion of the works identified in this plan. These are:

- Public Roads (in accordance with the provisions of the Roads Act, 1993);
- Community Land for use as Parks and Open Space (in accordance with the provisions of the Local Government Act 1993); and
- Operational Land to be used for Community Facilities (in accordance with the provisions of the Local Government Act 1993).

Diagram 1. identifies each of these in their final state at the end of the project (see also Appendix A).

Diagram 1.



Public Roads

The proposed redevelopment will require that some of the existing public roads within the Bonnyrigg Estate be closed or partially closed, and new public roads built and dedicated in accordance with the new planning layout.

All public roads and pathways currently vested in Fairfield City Council within the Bonnyrigg Living Communities Project area are shown in diagram 2. and at Appendix A.

Diagram 2.



Closure or partial closure of the existing public roads will be carried out by compulsory acquisition by the Department of Housing under the Housing Act 2001 and Land Acquisition (Just Terms Compensation) Act. Compulsory acquisition of public roads by the Department of Housing from Fairfield City Council would have the effect of closing the roads.

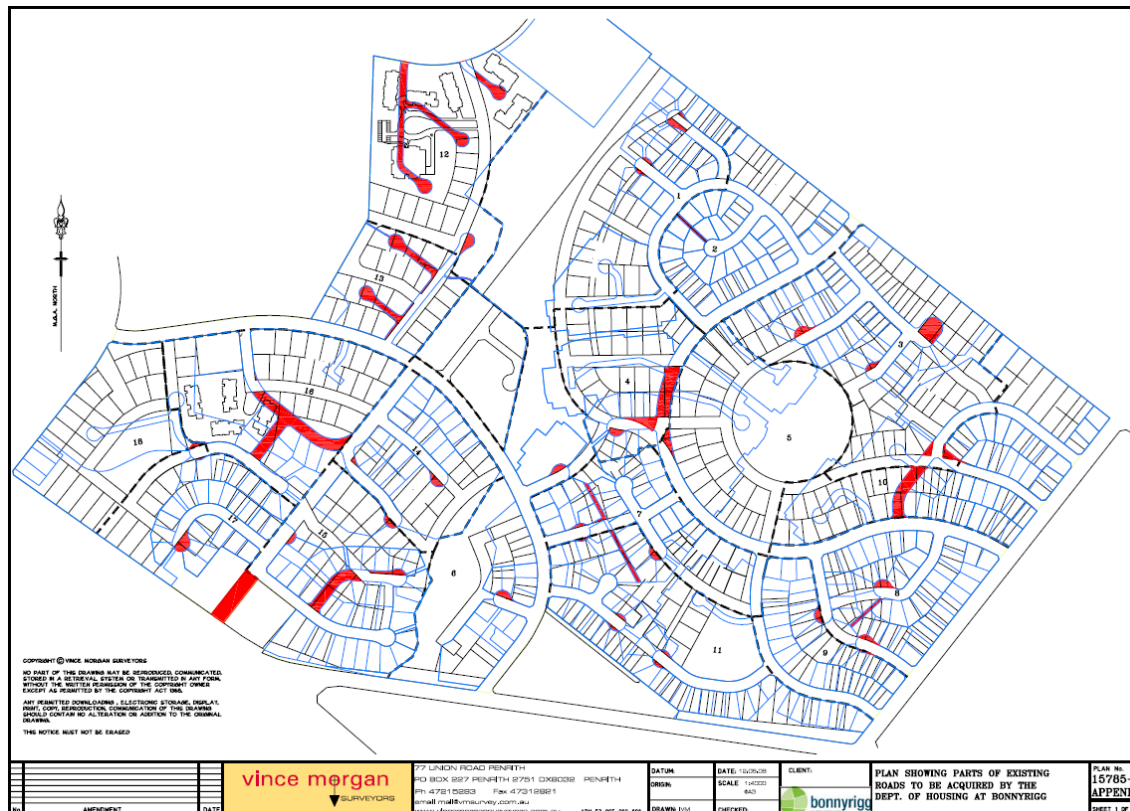
Council's agreement would be required prior to any acquisition and road closure process. The dimensions and areas of each public road or part thereof intended to be acquired must be determined by survey and defined on plans of acquisition for lodgement at the Department of Lands.

In summary, the current road network is open and under the care and control of Council. Following the closure of the roads, they are both tilted to DOH and physically closed to traffic, as it will become part of the construction site. Following the completion of works and the handover inspections, the proposed roads will be dedicated to Council as part of the subdivision process.

The completed roads, as illustrated in diagram 1, will be dedicated back to Council and opened as public roads.

Diagram 3. identifies those portions of the exiting roads that would be acquired by the Housing NSW to allow for the relevant road closures. (refer also to Appendix A).

Diagram 3.



Parks and Open Space

Existing public open space areas within the Bonnyrigg Living Communities Project are currently owned by the Department of Housing with the exception of Bunker Parade Reserve (Lot 414 DP262456) which is owned by Fairfield City Council. The location of Bunker Reserve is shown in diagram 2 above.

During the redevelopment process the location and shape of Bunker Reserve will be changed to suit the new road and lot layout and so it will be necessary for the Department of Housing to acquire part or all of the existing reserve from Fairfield City Council under the Land Acquisition (Just Terms Compensation) Act.

Given that all open space land will be dedicated to Council at the completion of the development, it is appropriate that Council transfer the ownership of Bunker Parade Reserve to the Department of Housing at nominal or nil cost.

During the redevelopment the location and shape of public open space will be changed. The existing and new open space areas will also be enhanced and redeveloped and then dedicated back to Council as Public Reserve.

Diagram 1 illustrates the land to be dedicated to Council as parks and open space at the end of the project.

Operational Land to be used for Community Facilities

The Community Neighbourhood Park will be developed as the Bonnyrigg Neighbourhood Centre. This will provide for a range of uses that include:

1. Community Building (including out-buildings and play area);
2. Community Garden;
3. Car-parking;
4. Landscaped areas;
5. Bonnyrigg Partnerships Offices;
6. Commercial facility.

With the exception of the land on which the last two are located, all this land will be dedicated to Council.

The land parcel is identified in diagram 1, will be in separate title, and will have an area of approximately 6,900 square metres. This area is intended as a hub for Community based uses, generally not commercial in nature (although complimentary facilities to the commercial facility, like child-care centres, community development uses and the like may be appropriate).

The land is to be classified as operational so as to:

- a) provide some flexibility in the design particularly at the interface with open space and areas around the community building and community garden (no restrictions in relation to compliance with management plans); and
- b) Provide some flexibility in terms of the duration and nature of leasing arrangements..

The area available for expansion of either the community building, community garden or other uses will be determined following further consultation with the community and will be subject to compliance with all relevant development controls.

Council intends to classify this land as Operational Land. Council may, in the future, choose to prepare a comprehensive Plan of Management and reclassify the land as 'Community Land'.

5.1.4 Maintenance

The works undertaken as part of the renewal process will be under the developer's care and control, including all maintenance and liability, until the infrastructure and facilities are dedicated to Council. Following the dedication Council would maintain these in the same manner as would apply to any infrastructure or facilities owned by Council.

However, the defects period would enable Council to ensure that the works were not defective and provide Council with the opportunity and rights to take moneys (call-in bonds) or undertake works (step-in rights) to ensure that the works are dedicated only when an appropriate standard of construction has been achieved.

Defects securities are supplied by the Developer to Council in accordance with the table in section 5.3 of this plan. Each defects security should be released at the end of the defect period.

While this should satisfy the provisions of the defects period the parties agree that there needs to be security held by Council to protect against damages to infrastructure due to the dwelling construction.

Another security shall be provided for this purpose. This additional security will be held for the duration of the project, (ie final occupancy of the final dwelling) to cover possible damage to infrastructure items.

The total security to be held is based upon the entire kerb length, (25400m), averaged over 18 stages, (1411m), with a multiplier of 33% for the single developer approach on the estate and multiplied by a rate of \$220/m, totalling \$102,000. This bond shall be in lieu of kerb and gutter damages bonds ordinarily required to be provided by the developer during dwelling construction.

Regarding the potential ongoing maintenance and future embellishment of the infrastructure and facilities on the estate, the developer proposes that following dedication of these, the maintenance will be Councils responsibility (defects excluded). However, the developer and Bonnyrigg Management, would seek to undertake additional maintenance and services on Council land. This could include, maintenance of facilities, replacement or upgrading of facilities, materials, landscaping, public art, furniture and other embellishments. This will also relate to other activities on Council land, such as, Site Nursery Management, Management of Clean-Up Australia Day (and other community based activities) and Land Care (Westpac funded) activities and the like.

5.2 Detailed scope of works for items relevant to the VPA

This section of the report provides details of the public infrastructure items provided in the redevelopment of the area and summarised in Section 4.1 of this report.

List of Items provided

1. Collector road upgrades
2. Local roads adjacent to public open space
3. Internal bus shelters
4. Perimeter bus shelters
5. Cycle-ways
6. Valley Park
7. Hilltop Park
8. Forest Park
9. Village Park
10. Junior Play Park
11. Civil works associated with park upgrades
12. Detention basins
13. Creek-line upgrade
14. Gross pollutant traps
15. Rain-gardens
16. Community building
17. Provision of community garden
18. Provision of public art
19. Upgrade and provision of services relating to Bonnyrigg library
20. Youth services or facilities
21. Seniors programs space

The following provides a detailed description of each of these items, and which includes the following information:

- Core elements of the items that are essential to the design outcomes for the item and cannot be varied without a variation to the VPA.
- Design elements and guidelines of the items that through mutual agreement between the parties can be varied to allow flexibility as the project proceeds over the next 13 years.
- Relevant Council, authority or other design guidelines specified for the items.
- Specifications of the design and construction standards of the proposed item.

Security and bonding provisions relating to each of these items is covered in section 5.3 below. The terms and conditions of the formal definitions applying to the project are contained within the Voluntary Planning Agreement (VPA) applying to the project.

Any of the above contribution items must be carried out and completed as follows:

- In accordance with the requirements of any legislative approval issued, by any government authority.
- In accordance with any Australian Standards applicable to works of the same nature as each aspect of the contribution item.
- In a proper and workmanlike manner complying with current industry practice and standards relating to each aspect of the contribution item.

5.2.1 Collector road upgrades

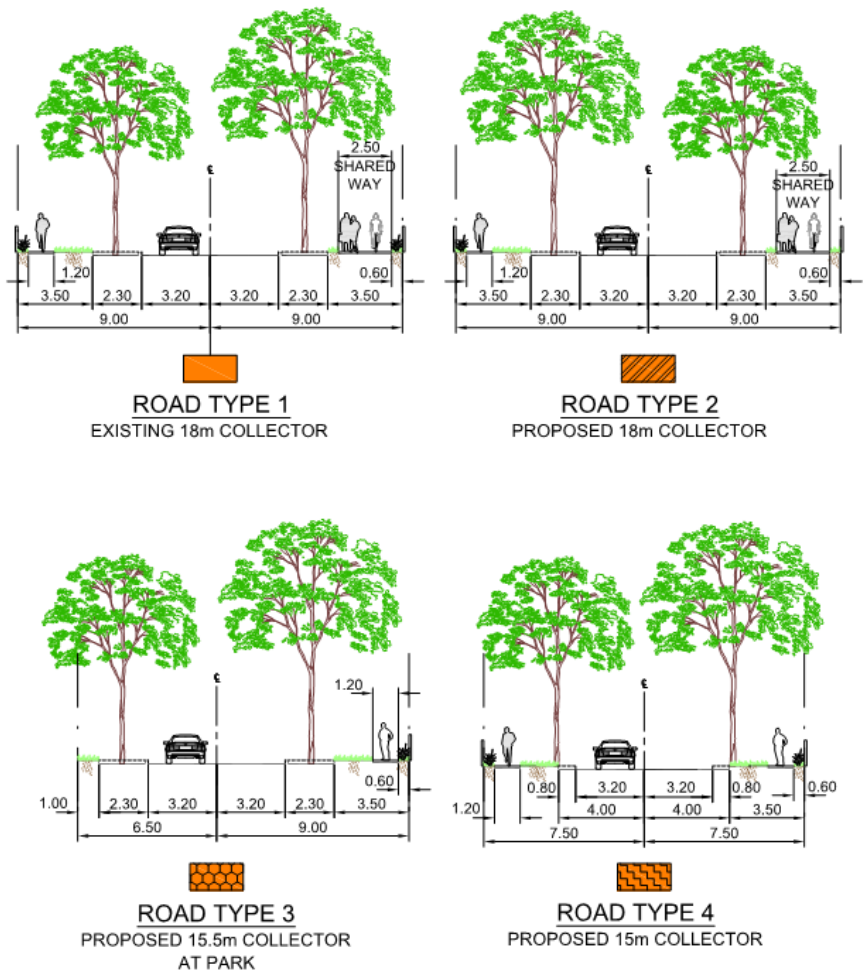
Description and Core Elements

Existing roads in the site area will be retained and upgraded. The collector road network upgrading works, will include provisions for the replacement or improvement of pavements, kerbs and gutter, appropriate traffic control devices, street trees, footpaths and furniture

Design and Construction Specifications

Four types of collector roads will be provided and upgraded in the renewed area, being defined as follows:

- Type 1 – Existing Collector Road to remain (18m wide road reserve);
- Type 2 – Proposed Collector Road (18m wide road reserve);
- Type 3 – Proposed Collector Road (15.5m wide road reserve); and
- Type 4 – Proposed Collector Road (15m wide road reserve).



The proposed upgrading of these collector roads comprises the following details:

	Length
Type 1	1440 M
Type 2	174 M
Type 3	475 M
Type 4	148 M
Total	2237 M

A plan showing the location of the above road types is shown below and A3 sized copies of the plans are contained in Appendix A.



Relevant Design Guidelines

Relevant design standards applying to the upgraded collector roads are:

- Fairfield City Council Residential Subdivision Guide
- NSW RTA Road Design Guide
- Australian Model Code for Residential Developments

5.2.2 Local roads adjacent to public open space

Description and Core Elements

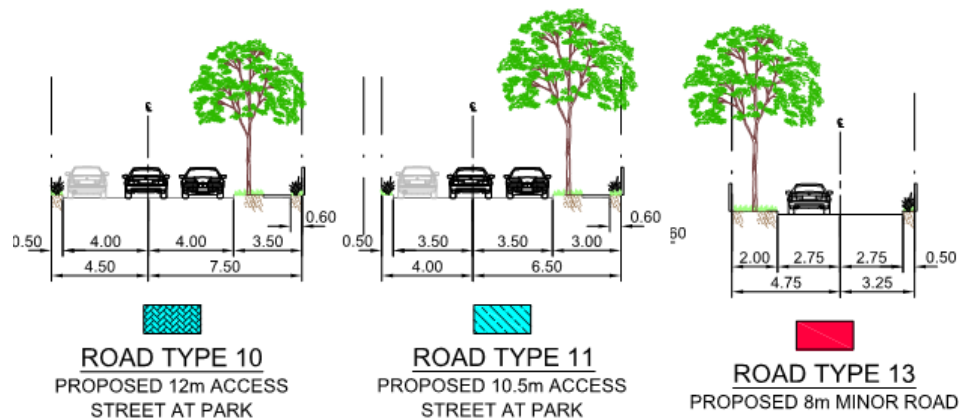
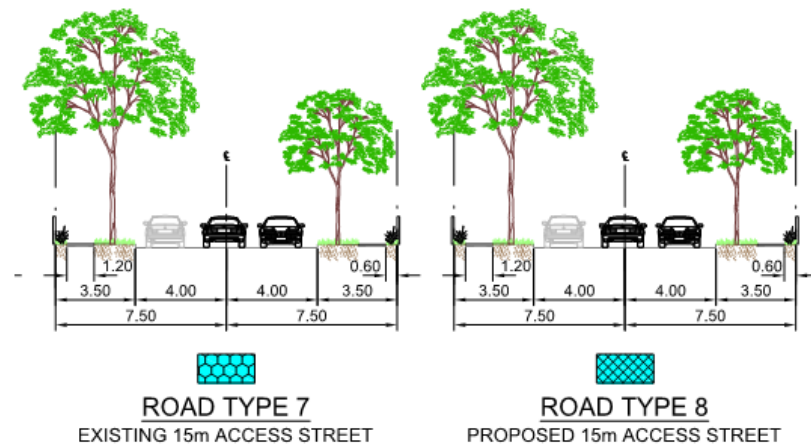
The masterplanning for the renewed area provides wherever possible for roads to front onto areas of public open space. The purpose of this is to enhance the safety, accessibility, amenity and usability of the open space areas. These roads will include provisions for pavements, kerbs and gutter, appropriate traffic control devices, street trees, footpaths and furniture.

Design and Construction Specifications

A range of road types will be constructed to front onto public open space. The road types that will front the open space are as follows:

- Type 1 – Existing Collector Road to remain (18m wide road reserve);
- Type 3 – Proposed Collector Road (15.5m wide road reserve);
- Type 4 – Proposed Collector Road (15m wide road reserve);

- Type 7 – Existing Access Street (15m wide road reserve);
- Type 8 – Proposed Access Street (15m wide road reserve)
- Type 10 – Proposed Access Street (12m wide road reserve)
- Type 11 – Proposed Access Street (10.5m wide road reserve)
- Type 13 – Proposed Access Place (8m wide road reserve)



The proposed upgrading of these collector roads comprises the following details:

	Length
Type 1	352 M
Type 2	40 M
Type 3	475 M
Type 4	30 M
Type 5	0 M
Type 6	0 M
Type 7	273 M
Type 8	136 M
Type 9	0 M
Type 10	761 M
Type 11	302 M
Type 12	0 M
Type 13	381 M
Total	2750 M

A plan showing the location of the above road types is shown below and A3 sized copies of the plans are contained in Appendix A.



Relevant Design Guidelines

Relevant design standards applying to the roads are:

- Fairfield City Council Residential Subdivision Guide
- NSW RTA Road Design Guide
- Australian Model Code for Residential Developments

5.2.3 Internal bus shelters

Description

In order to enhance public transport usage and accessibility of residents to public transport, proposed new bus routes through the renewed area have been identified and bus stops are to be provided in conjunction with those routes.

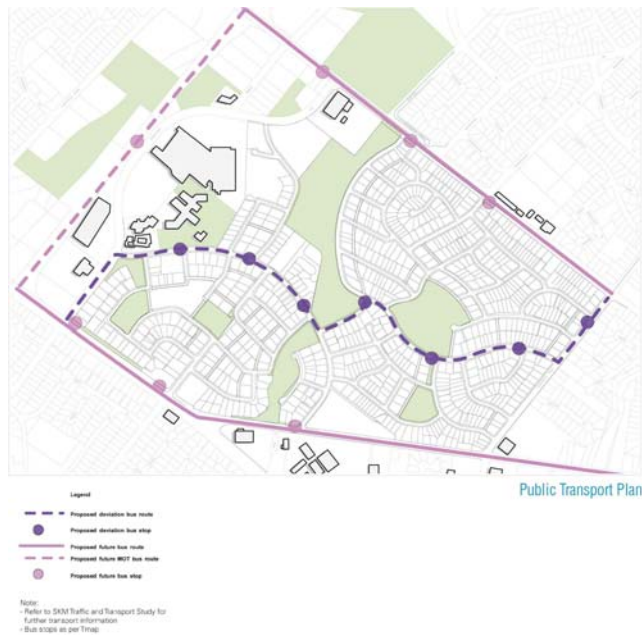
Core Elements

Internal bus stops are to be provided within easy walking distance from all residences and have adequate shelter and seating to ensure patrons are comfortable while waiting for buses. Timetable information is to be provided on each bus stop.

Design and Construction Specifications

- Six internal bus stops are proposed along Tarlington Parade and Bunker Parade.
- Bus stops will be provided within easy walking distance (400 metres maximum) from all residences and a maximum distance of 250 metres between them.
- Adequate shelter and seating will be provided to ensure that patrons are comfortable while waiting for buses.
- Timetable information for the routes relevant to that stop will be provided in an easily read format, with information on connecting routes also provided to promote the utilisation of the buses.

The internal bus stops will be located generally in accordance with the Public Transport Plan shown below and A3 sized copies of the plans are contained in Appendix A.



Relevant Design Guidelines

- Bus Stop Installation Guide for Local Councils, STA, 2002
- NSW RTA Road Design Guide 'Safer-by-Design' principles (including the NSW Police 'Safer by Design' crime prevention through environmental design (CPTED) principles)

5.2.4 Perimeter bus shelters

Description

In order to enhance public transport usage and accessibility of residents to public transport, upgraded and new bus stops are to be provided on roads surrounding the site.

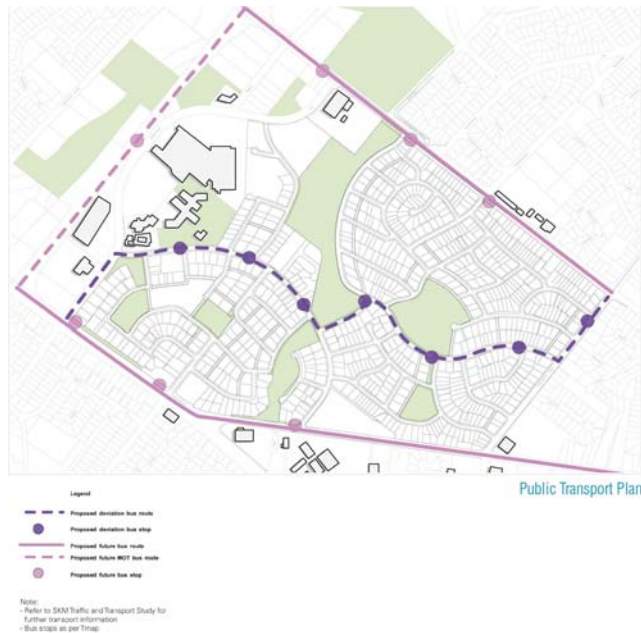
Core Elements

Perimeter bus stops are to be provided within easy walking distance from all residences and have adequate shelter and seating to ensure patrons are comfortable while waiting for buses. Timetable information is to be provided on each bus stop.

Design and Construction Specifications

- Six perimeter bus stops are proposed.
- Bus stops will be provided within easy walking distance (400 metres maximum) from all residences and a maximum distance of 250 metres between them.
- Adequate shelter and seating will be provided to ensure that patrons are comfortable while waiting for buses.
- Timetable information for the routes relevant to that stop will be provided in an easily read format, with information on connecting routes also provided to promote the utilisation of the buses.

The perimeter bus stops will be located generally in accordance with the Public Transport Plan shown below and A3 sized copies of the plans are contained in Appendix A.



Relevant Design Guidelines

- Relevant design standards applying to the bus stops are Bus Stop Installation Guide for Local Councils, STA, 2002. *Maintenance Provisions*

5.2.5 Cycle-ways

Description

The masterplanning of the renewed area seeks to maximize the opportunities for residents and visitors to access the area and surrounds by alternative means to private vehicles. A comprehensive, designated bicycle path network is proposed for the area.

Core Elements

The bicycle paths are to be created as part of a 'shareway' with local footpaths or as a stand alone, dedicated cyclepaths. Internal roads within the site will be connected to the cycle network. Connection to established pedestrian and cyclepaths will be provided where appropriate and linkages to the regional cycle network along the T-Way and Elizabeth Drive will be constructed.

Design and Construction Specifications

The bicycle paths are to be created as part of a 'shareway' with local footpaths or as a stand alone, dedicated bicycle path. The bicycle paths will be constructed to be:

- 2.5 metres wide for the 'shareways', with the bicycle component having a minimum width of 1.2 metres.
- 1.2 metres wide where constructed as a stand alone bicycle path.
- The paths will be constructed of brush concrete.
- Internal roads within the site will be connected to the existing cycle network.

- Connections to established pedestrian and cycle paths will be provided where appropriate and linkages to the regional cycle network along the T-Way and along Elizabeth Drive will be constructed.
- There will be 2,700 metres of cycle-ways along roads and approximately 1,000 metres through parks.

The bicycle paths will be constructed in accordance with the Pedestrian and Bicycle Connections Plan shown below and A3 sized copies of the plans are contained in Appendix A:



Relevant Design Guidelines

- Fairfield City Council Residential Subdivision Guide
- NSW RTA Road Design Guide
- Australian Model Code for Residential Developments

5.2.6 Valley Park

Description

As part of the overall network of public open space, the Valley Park open space area will be created.

Core Elements

The Valley Park should comprise at least three areas including an entry park, sports park, community neighbourhood park. All parks should be embellished with rain gardens, WSUD devices, bridges at strategic crossings to facilitate park access and integrate pedestrian and cycle movements across the site, new trees, shrubs and low planting, ribbon planting to highlight connections through the site, public park seating, some cultural tree plantings and macrophyte planting to designate wet zones associated with the creekline.

The sports park must include children's play equipment, well-lit shelters for shade and seating, a civic area offering shelter, formal gardens and seating, a full size and junior soccer field upgrade, open turf area for active play, amenities building, nursery and car parking.

The community neighbourhood park must include a community garden and a spill out turf area, kick around area and shelter associated with the community centre.

At least one other park area should include upgrade of a new half basketball court and children's play equipment.

Design and Construction Specifications

Valley Park comprises four distinct areas, being:

1. The entry park on the corner of Edensor Road and Bunker Parade;
2. The sports park; and
3. The community neighbourhood park.
4. The upper valley creek park.

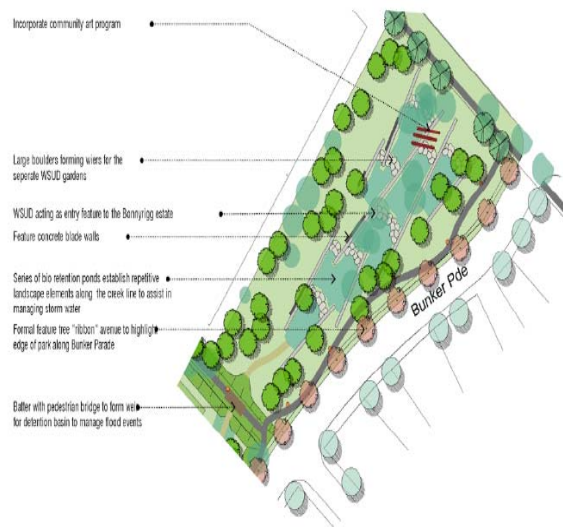
These four areas making up the Valley Park are described below:

1. Entry Park

The entry park includes:

- Rain gardens and dry creek bed to collect and treat the estates storm water runoff (seasonally inundated)
- 1.2m pedestrian path ways
- 2.5 m share-ways for pedestrians and cyclists
- Bridges at strategic crossings to facilitate park access and integrate pedestrian and cycle movements across the estate
- WSUD at Bunker/Edensor Road entry creating a visual entry feature and managing water quality
- Feature concrete blade walls protruding from WSUD gardens creating entry interest
- Series of cultural tree plantings to highlight view and pedestrian links
- Individual trees to be kept to a minimum in park areas. Promote tree copses in mulched garden beds
- Ribbon planting to highlight connections through site
- Public park seating along paths
- Macrophyte planting to designated wet zones associated with creekline

The figure below identifies the proposed park layout and proposed design elements and A3 sized copies of the plans are contained in Appendix A.



2. The Sports Park

The sports park includes:

- Rain gardens and dry creek bed to collect and treat the estates storm water runoff (seasonally inundated)
- 1.2m pedestrian path ways
- 2.5 m share-ways
- Bridges at strategic crossings to facilitate park access and integrate pedestrian and cycle movements across the estate
- Series of cultural tree plantings to highlight view and pedestrian links
- Individual trees to be kept to a minimum in park areas. Promote tree copses in mulched garden beds
- Ribbon planting to highlight connections through the site
- Children's play equipment (0-4yrs old)
- Well-lit shelters for shade and seating in locations of maximum surveillance
- Civic area to provide facilities for the closely related retirement village offering shelter, formal gardens, seating, retaining/seating walls and viewing platform over sports areas
- Public park seating along paths
- Full size and junior soccer field upgrade
- Batters surrounding sport field's act as viewing platforms
- Open turf area for active play
- Amenities building to provide toilets, home and visitor change-rooms, sports storage room and basic canteen for sporting events. (subject to detailed brief) - Potential to integrate with site nursery
- Car park / overflow car park for proposed soccer fields and general park activities
- Site Nursery: The nursery is located in a central and accessible location, adjacent to the amenities building in Valley Park. It is to provide all necessary facilities for seedling production only and will

provide facilities for educational workshops associated with the production nursery. Plants from the nursery will be used to screen or buffer unsightly components of the development at various stages. The nursery will be temporary and exist for the life of the development project only.

The figure below identifies the proposed park layout and proposed design elements and A3 sized copies of the plans are contained in Appendix A:

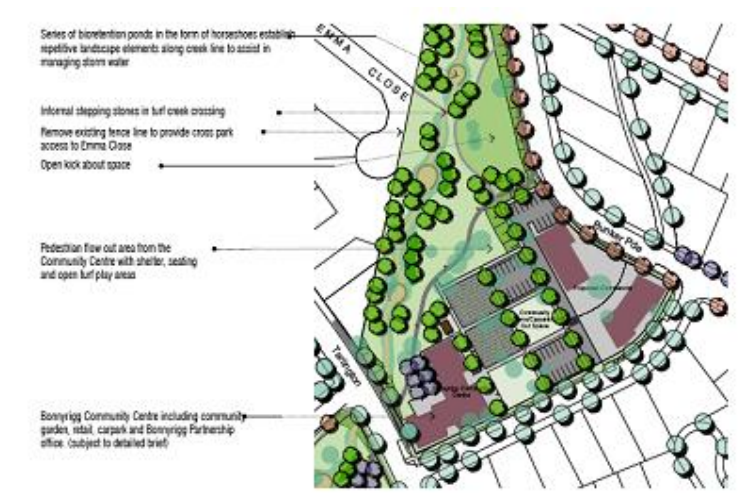


3. *Community Neighbourhood Park*

The community neighbourhood park includes:

- Rain gardens and dry creek line to collect and treat estate storm water runoff
- 2m wide x 0.5m deep (on average) bio-swale to form creekline
- 1.2m pedestrian path ways
- 2.5m share-ways integrating with the Community Centre's path system
- Pedestrian bridges to provide cross park access
- Community Garden (as described in section 5.2.19)
- Spill out turf area and shelter associated with Community Centre.
- Series of cultural tree plantings to terminate key views
- Individual trees to be kept to a minimum. Promote tree copses in mulched beds
- Ribbon planting to highlight connections through the site
- Public park seating to path ways
- Open turf area for active play
- Car parking to the Community Centre, Bonnyrigg Partnerships Office and Commercial Building

The figure below identifies the proposed park layout and proposed design elements A3 sized copies of the plans are contained in Appendix A:

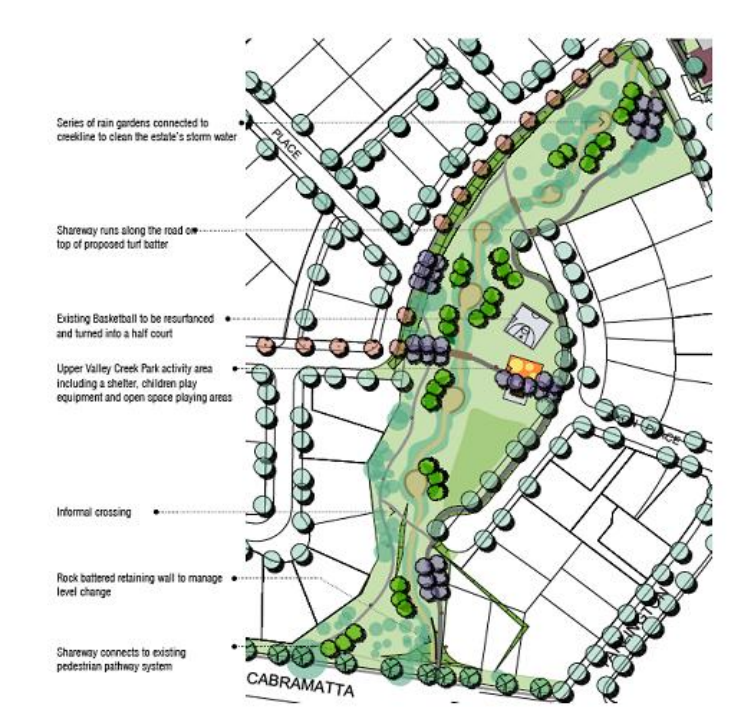


4. The upper valley creek park

The Park includes:

- Rain gardens and dry creek line to collect and treat estate storm water runoff
- Macrophyte planting to designated wet zones associated with creekline
- 2m wide x 0.5m deep (on average) bioswale to form creekline
- 1.2m concrete pedestrian path ways as shown
- 2.5 m shareways as shown
- Pedestrian bridges to provide cross park access
- Part removal of existing basketball court and upgrade with new half court
- Shelter and seating structure on intersection of view lines from Axon and Harricks Place
- Series of cultural tree plantings to terminate key views and celebrate specific intersections
- Individual trees in park areas to be kept to a minimum. Promote tree copses in mulched beds
- Childrens play equipment (5-10 year old)
- Public park seating on path ways
- Open turf areas for active play
- Retain existing trees where possible

The figure below identifies the proposed park layout and proposed design elements and A3 sized copies of the plans are contained in Appendix A:



Detailed specifications for the development of the Valley Park are provided in the table below.

Item	Qty.	Unit
Structured medium height scrubs and groundcovers including 75mm mulch, 300mm topsoil (ameliorated site topsoil), 1 No. shrub (15ltr) and 3 groundcovers (5ltr)	4,345	m2
Low grasses and groundcover planting including 75mm mulch, 300mm topsoil (ameliorated site topsoil), 3 No. 150mm tubes, 6 No. 75mm tubes	11,924	m2
Edging between planting beds and turfed areas		Item
Supply & lay "A" grade turf - including fertilizer.	48,313	m2
Supply and plant trees including stakes and ties (allow average size tree approx 100-200ltr)	342	No.
Concrete footpaths to open space areas (454m at 2.5m width)	1135-	m2
Concrete footpaths to open space areas (856m at 1.2m width)	1027	m2
Crushed granite gravel including road base	332	m2
Site Nursery Approximately 1000sqm facility including fencing, driveway and delivery area, propagation area, igloos (seedling area) tools and lockable office/storage (included in amenities block),	1	Item
Shelters: One Jamboree size shelter (approx 80sqm cover) and three Classic size shelters (approx 16sqm	4	No.

Item	Qty.	Unit
cover each)		
BBQ facility Push-button stainless steel gas or electric BBQ (2 hot plates per facility) with masonry enclosure	3	No.
Amenities building including services connections	Approx 190sqm floor area	m2
Playground Equipment Valley Park: 100sqm of play zone to each @ \$380/sqm	2	No.
Resurface and make good existing half basketball court (asphalt surface painted with acrylic line markings)	1	No.
Public seats including concrete footing	17	No.
Rubbish bin enclosures including concrete footing	6	No.
Feature Retaining Wall / meeting space wall	1	No.
Major pedestrian bridge	-	No.
Minor pedestrian bridge crossing	-	No.
Terraced viewing area to playing fields	1	Item
Parking area including stormwater and lighting	400	m2
Extra over for overflow car parking	400	m2
Tree surgery to selected trees		Item
Feature Pavements to node areas		Item
Pole top safety lighting to park areas only (based on poles at 20m spacing for 2,416 lm of pathways) Relocate existing light poles and fittings to new fields		Item
Allow for metering for lighting to public parks		Item
Watering and maintenance of soft landscape works for 12 month period for each stage.	68,505	m2

5.2.7 Hilltop Park

Description

As part of the overall network of public open space, the Hilltop Park open space area will be created. The Hilltop Park is a reconfiguration of the existing Bunker Reserve and is located on the highest part of the site.

Core Elements

The Hilltop Park should retain the majority of existing trees, new trees, shrubs and low planting, provide integrate pedestrian and cycle movements, children's play equipment, retain the existing basketball court, informal soccer field, ribbon planting to highlight connections through the site, well-lit shelters for shade and seating, public park seating, open turf area for active play.

Design and Construction Specifications

Hilltop Park will provide a variety of recreational activities for all ages, with key features including:

- The majority of existing trees retained.
- 2.5m shareways.
- Lighting to paths and structures.
- 1.2m pedestrian path ways.
- Children and toddlers playground.
- Well-lit, large shelter with seating for parent viewing and family picnics.
- BBQ.
- Tennis wall and hard surfaced area for games such as handball and hop scotch.
- Existing basketball court upgraded.
- Informal soccer field with goal posts.
- Feature tree ribbon to highlight connections through the neighbourhood.
- Open space playing areas for active children's play.
- Informal spaces created between existing trees which allow for passive recreation opportunities.
- Public seating.

Design and Construction Specifications

The specifications for the development of the park and the scope of works to be provided are provided in the table below.

Item	Qty.	Unit
Low grasses and groundcover planting including 75mm mulch, 300mm topsoil (ameliorated site topsoil), 3 No. 150mm tubes, 6 No. 75mm tubes	225	Item
Edging between planting beds and turfed areas		Item
Supply & lay "A" grade turf - including fertilizer.	22,190	m2
Supply and plant trees including stakes and ties (allow	58	No.

Item	Qty.	Unit
average size tree approx 100-200ltr)		
Concrete footpaths to open space areas (212m at 2.5m width) for shareways	530	m2
Concrete footpaths to open space areas (416m at 1.2m width)	499	m2
Crushed granite gravel including road base	2,248	m2
Shelter One Jamboree size shelter (approx 100sqm cover)	2	No.
BBQ facility Push-button stainless steel gas or electric BBQ (2 hot plates per facility) with masonry enclosure	1	No.
Playground Equipment to Park No 1 400sqm of total play zone @ \$380/sqm	2	No.
Resurface and make good existing basketball court (asphalt surface painted with acrylic line markings)	1	No.
Public seats including concrete footing	13	No.
Rubbish bin enclosures including concrete footing	2	No.
Feature Retaining Wall / meeting space wall / tennis wall	1	No.
Tree surgery to selected trees	-	Item
Feature Pavements to node areas		Item
Pole top safety lighting to park areas only (based on poles at 20m spacing for 2,416 lm of pathways)		Item
Allow for metering for lighting to public parks		Item
Watering and maintenance of soft landscape works for 12 month period for each stage.	26,925	m2

The figure below identifies the proposed park layout and proposed design elements and A3 sized copies of the plans are contained in Appendix A:



5.2.8 **Forest Park**

Description

As part of the overall network of public open space, the Forest Park open space area will be created. This park caters for older children through to parents and the aged with provision of informal green open spaces, formalised sports areas, and children's play equipment all in a structured arrangement.

Core Elements

The Forest Park should comprise integrate pedestrian and cycle movements, children's play equipment, informal soccer field, well-lit shelters for shade and seating, public park seating, open turf area for active play and new trees, shrubs and low planting,.

Design and Construction Specifications

The Park includes:

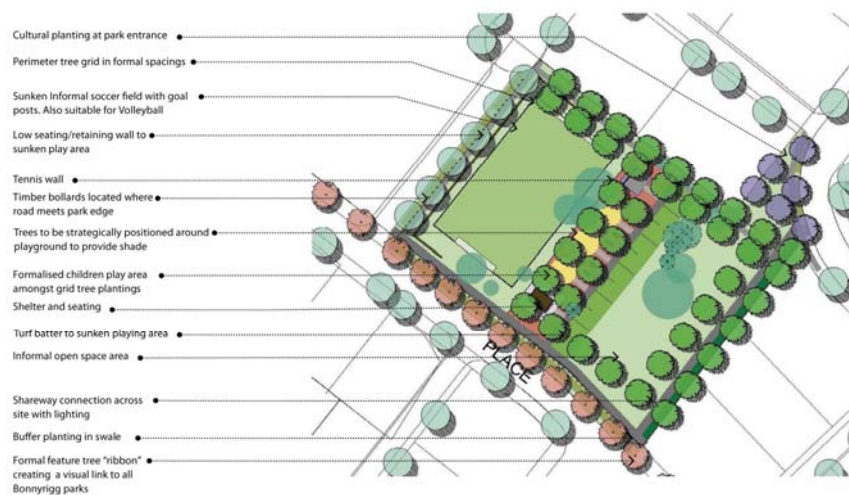
- Open turf areas creating a variety of active play opportunities.
- Sunken junior soccer field with goal posts.
- 2.5m shareways.
- 1.2m pedestrian path ways.
- Children's play equipment.
- Well-lit shelter/meeting point located axially with Monash Place.
- Tennis / footballer bound wall.
- Public park seating.
- Trees to conform to a grid spacing across entire park.
- Low retaining wall to assist in retaining level junior soccer field and serving as informal seating.

Design and Construction Specifications

The specifications for the development of the park and the scope of works to be provided are provided in the table below.

Item	Qty.	Unit
Low grasses and groundcover planting including 75mm mulch, 300mm topsoil (ameliorated site topsoil), 3 No. 150mm tubes, 6 No. 75mm tubes	100	m2
Edging between planting beds and turfing areas	1	Item
Supply & lay "A" grade turf - including fertilizer.	4,555	m2
Supply and plant trees including stakes and ties (allow average size tree approx 100-200ltr)	29	No.
Concrete footpaths to open space areas (55m at 1.2m width) for footpaths	66	m2
Crushed granite gravel including road base	869	m2
Shelter One Feature size shelter (approx 30sqm cover)	1	No.
Playground Equipment 100sqm of play zone @ \$380/sqm	1	No.
Hardstand area for tennis wall	1	No.
Public seats including concrete footing	5	No.
Rubbish bin enclosures including concrete footing	2	No.
Feature retaining wall / meeting space wall / tennis wall	1	No.
Tree surgery to selected trees		Item
Feature Pavements to node areas		Item
Pole top safety lighting to park areas only (based on poles at 20m spacing for 2,416 lm of pathways)		Item
Allow for metering for lighting to public parks		Item
Watering and maintenance of soft landscape works for 12 month period for each stage.	5,702	m2

The figure below identifies the proposed park layout and proposed design elements and A3 sized copies of the plans are contained in Appendix A:



5.2.9 Village Park

Description

As part of the overall network of public open space, the Village Park open space area will be created. This park creates a pedestrian corridor and entry park and provides additional amenity for toddlers and young children. The park creates a strong link with Bonnyrigg Avenue and the shopping precinct.

Core Elements

The Village Park should retain existing trees, new trees, shrubs and low planting, provide integrate pedestrian and cycle movements, children's play equipment, well-lit shelters for shade and seating, , open turf area for active play, with rain gardens and WSUD devices

Design and Construction Specifications

The park includes:

- Raingarden and swales to collect and treat stormwater runoff.
- 1.2 m concrete pedestrian pathway to provide perimeter access.
- 2.5 m shareways to provide cross site connection with pedestrian lighting to be provided.
- Informal gravel path to visually connect across the park.
- Formalised gravel entry square with seating.
- Turf mounds (max. 1m high) to form wave-like pattern in ground plane.
- Trees planted to ridgeline.
- Feature tree avenue to highlight main shareway.
- Childrens play equipment (0-4 years old).
- Well-lit shelter for overiewing, seating family and picnics.
- Public park seating.
- Macrophyte planting to swales.

- Open turf area for active play.
- Existing trees retained.

Design and Construction Specifications

The specifications for the development of the park and the scope of works to be provided are provided in the table below.

Item	Qty.	Unit
Low grasses and groundcover planting including 75mm mulch, 300mm topsoil (ameliorated site topsoil), 3 No. 150mm tubes, 6 No. 75mm tubes	963	m2
Edging between planting beds and turfed areas		Item
Supply & lay "A" grade turf - including fertilizer.	9,236	m2
Supply and plant trees including stakes and ties (allow average size tree approx 100-200ltr)	61	No.
Crushed granite gravel including road base	514	m2
Shelter to Park No 5 One Feature Shelter (approx 30sqm cover)	1	No.
Playground Equipment (0-4 years old) Approximately 100sqm play zone @ \$380/sqm	1	No.
Public seats including concrete footing	3	No.
Rubbish bin enclosures including concrete footing	2	No.
Feature Retaining Wall / meeting space wall (Park 5)	1	No.
Tree surgery to selected trees		Item
Feature Pavements to node areas		Item
Pole top safety lighting to park areas only (based on poles at 20m spacing for 2,416 lm of pathways)		Item
Allow for metering for lighting to public parks		Item
Watering and maintenance of soft landscape works for 12 month period for each stage.	11,333	m2

The figure below identifies the proposed park layout and proposed design elements and A3 sized copies of the plans are contained in Appendix A:



5.2.10 Junior Play Park

Description

As part of the overall network of public open space, the Junior Play Park open space area will be created. This park is designed to facilitate the play of younger children through its open space and recreational facilities. The park also creates a green link to the Hilltop Park.

Core Elements

The Junior Play Park should provide integrate pedestrian and cycle movements, new trees, shrubs and low planting, ribbon planting to highlight connections through the site, children's play equipment, well-lit shelters for shade and seating, , open turf area for active play.

Design and Construction Specifications

The Park includes:

- The retention and expansion of existing tree groves.
- 1.2m pedestrian path ways.
- 2.5m shareways.
- A feature tree avenue to encourage pedestrian movement and visual connection to Hilltop Park.
- Children's play equipment and bike circuit (0-6 years old).
- Shelter for gathering and seating.
- Public park seating.
- Basketball half court.
- Low retaining wall to manage level change in the park and strengthen feature tree 'ribbon' and which also acts as seating wall.
- Open turf area for active play.

Design and Construction Specifications

The specifications for the development of the park and the scope of works to be provided are provided in the table below:

Item	Qty.	Unit
Structured medium height scrubs and groundcovers including 75mm mulch, 300mm topsoil (ameliorated site topsoil), 1 No. shrub (15ltr) and 3 groundcovers (5ltr)	100	m2
Edging between planting beds and turfed areas		Item
Supply and Lay "A" Grade turf incl. fertilizer	6,928	m2
Supply and plant trees including stakes and ties (allow average size tree approx 100-200ltr)	35	No.
Concrete footpaths to open space areas (141m at 1.2m width)	169	m2
Shelter	1	No.
Playground Equipment Approximately 300sqm play zone @ \$380/sqm	1	No.
1/2 Basketball court / Kids bike riding circuit	1	No.
Public seats including concrete footing	3	No.
Rubbish bin enclosures including concrete footing	2	No.
Feature Retaining Wall / meeting space wall	1	No.
Tree surgery to selected trees		Item
Feature Pavements to node areas		Item
Pole top safety lighting to park areas only (based on poles at 20m spacing for 2,416 lm of pathways)		Item
Allow for metering for lighting to public parks		Item
Watering and maintenance of soft landscape works for 12 month period for each stage.	7,532	m2

The figure below identifies the proposed park layout and proposed design elements and A3 sized copies of the plans are contained in Appendix A:



A range of civil engineering works are required to support the embellishment of the public open space areas, including earthworks, sub-soil drainage, retaining walls, irrigation and soil enhancement.

The proposed development of the parks will have associated costs relating to civil works (earthworks). The specifications for the civil works associated with the parks development for:

- ### Relevant Design Guidelines

- 080715 ISDP- Final

5.2.12 Detention basins

Description

A series of detention basins are needed to manage water flows into the broader public waterway system, and is therefore a public responsibility.

Core Elements

Construction of a single, stormwater detention or water quality facility for each of the three separate catchments - namely central, eastern and western. These facilities would either reduce or maintain the current downstream flooding situation through the detention of stormwater or improve the current downstream water quality. These facilities will as a minimum adequately mitigate the quality or quantity impacts created by the development upon the downstream catchments.

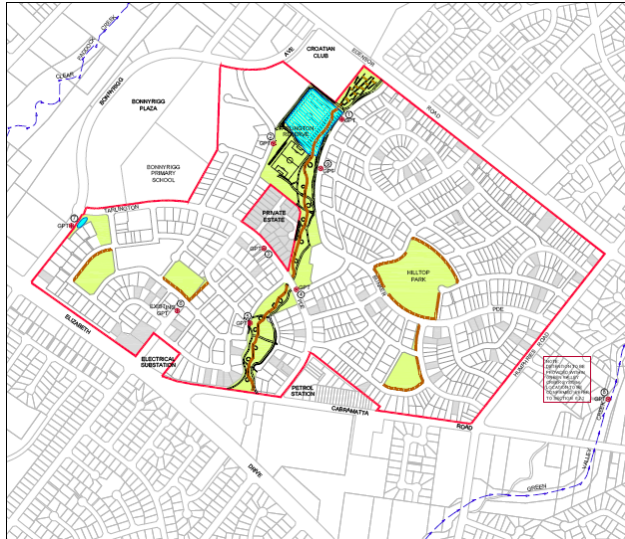
Design and Construction Specifications

Construction of a single, stormwater detention facility for each of the three separate catchments - namely central, eastern and western. The central and western catchment facilities are proposed to be constructed within open space contained within the estate. However the eastern catchment facilities are proposed to be located off site and may be for water quantity (OSD) or water quality improvement. The location and extent of which will be defined and agreed upon with Council with the Stage 3 DA submission, but will be capped at a total cost of \$171,870 (including all land and capital works). Based on the assumption that the Eastern Catchment works consist of on-site detention facilities, these basins will provide approximately 9,300m³ of combined stormwater detention storage.

The specifications for the provision of detention basins and the scope of works are provided in the table below:

Item	Qty.	Unit
Bulk earthworks budget for on-site detention basins, Central and Western Catchment Basins	\$389,520	Item
Eastern catchment off-site works including stripping bulk earthworks, berm construction, turfing, modifying culvert, spillway and scour protection	\$171,870	\$ Capped amount
Additional earthworks and landscaping embellishment for works in parks for detention areas (includes subsoil drainage, filter material, liner, additional planting, rip-rap, pits, embellishments and additional maintenance.	\$ 414,000	item

The following plan shows the location of the proposed detention basins and A3 sized copies of the plans are contained in Appendix A:



Relevant Design Guidelines

- Australian Rainfall and Runoff
- NSW Floodplain Development Manual
- Fairfield City Council Stormwater Drainage Policy

5.2.13 Creek-line upgrade

Description

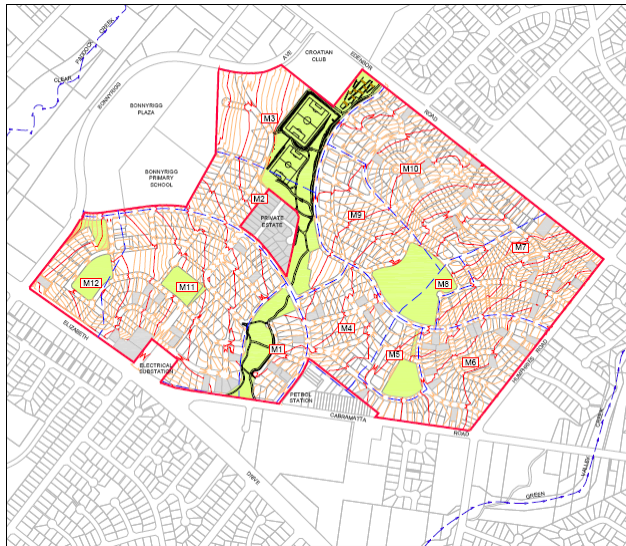
The Developer proposes to undertake works in order to mitigate any potential flooding, for erosion and water quality issues and incorporating environmentally sustainable options for water catchment, attenuation, storage and treatment.

Core Elements

The central valley low point shall be upgraded with rain gardens, sub soil drainage, scour protection, macrophyte planting, drainage structures and pedestrian bridges.

Design and Construction Specifications

The following plan shows the location of the proposed creek line upgrades and A3 sized copies of the plans are contained in Appendix A:



The specifications for the provision of works to creek lines are provided in the table below.

Item	Qty.	Unit
Excavation to form rain-gardens.	6,350	m3
Trim and grade to form	4,850	m2
Geo-fabric	5,800	m2
Permeable material or liners	5,000	m2
Scour protection.	950	m2
Topsoil to planting areas	2,163	m2
Drainage-- low flow system and connections to existing system	897	m
Macrophyte planting	2,163	m2
Concrete structures, stone battering, gravel beds, sand loam and sand medium	4,765	m2
Temp. sediment control		Item
Major 5 m span pedestrian bridge crossing	2	No.
Minor 2 m span pedestrian bridge crossing	2	No.

Relevant Design Guidelines

- Australian Rainfall and Runoff
- NSW Floodplain Development Manual
- Fairfield City Council Stormwater Drainage Policy

5.2.14 **Gross pollutant traps**

Description

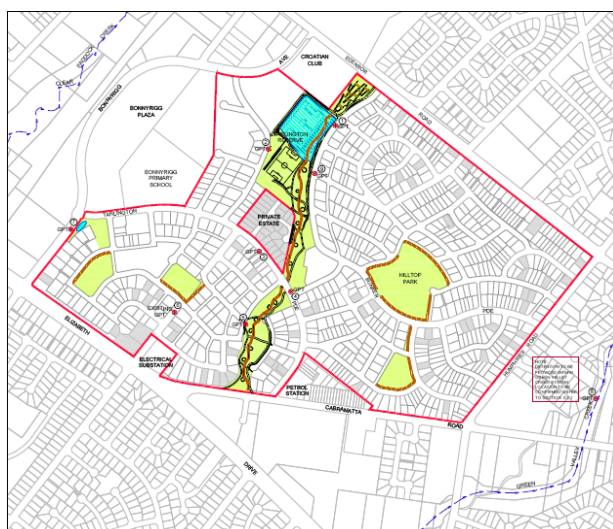
The Developer proposes to include gross pollutant traps (GPTs) in order to mitigate for any potential water quality impacts on the broader public waterway system.

Core Elements

The Developer will provide at least one large ($>1\text{m}^3/\text{sec}$ treatable flow rate) GPTs and 8 small ($<1\text{m}^3/\text{sec}$ treatable flow rate) GPTs for the central, eastern and western catchment discharges.

Design and Construction Specifications

Plans showing details of the GPT's are shown below and A3 sized copies of the plans are contained in Appendix A:



The specifications for the installation of GPTs and the scope of works associated with adoption of this water quality measure are provided in the table below:

Item	Qty.	Unit
GPTs small – medium $<1\text{m}^3/\text{sec}$ treatable flow rate	8	No.
GPTs large $>1\text{m}^3/\text{sec}$ treatable flow rate	1	No.

Relevant Design Guidelines

- Managing Urban Stormwater: Source Control
- Fairfield City Council WSUD Strategy

5.2.15 Rain-gardens

Description

The Developer proposes to include rain-gardens in order to mitigate for any potential water quality impacts.

Core Elements

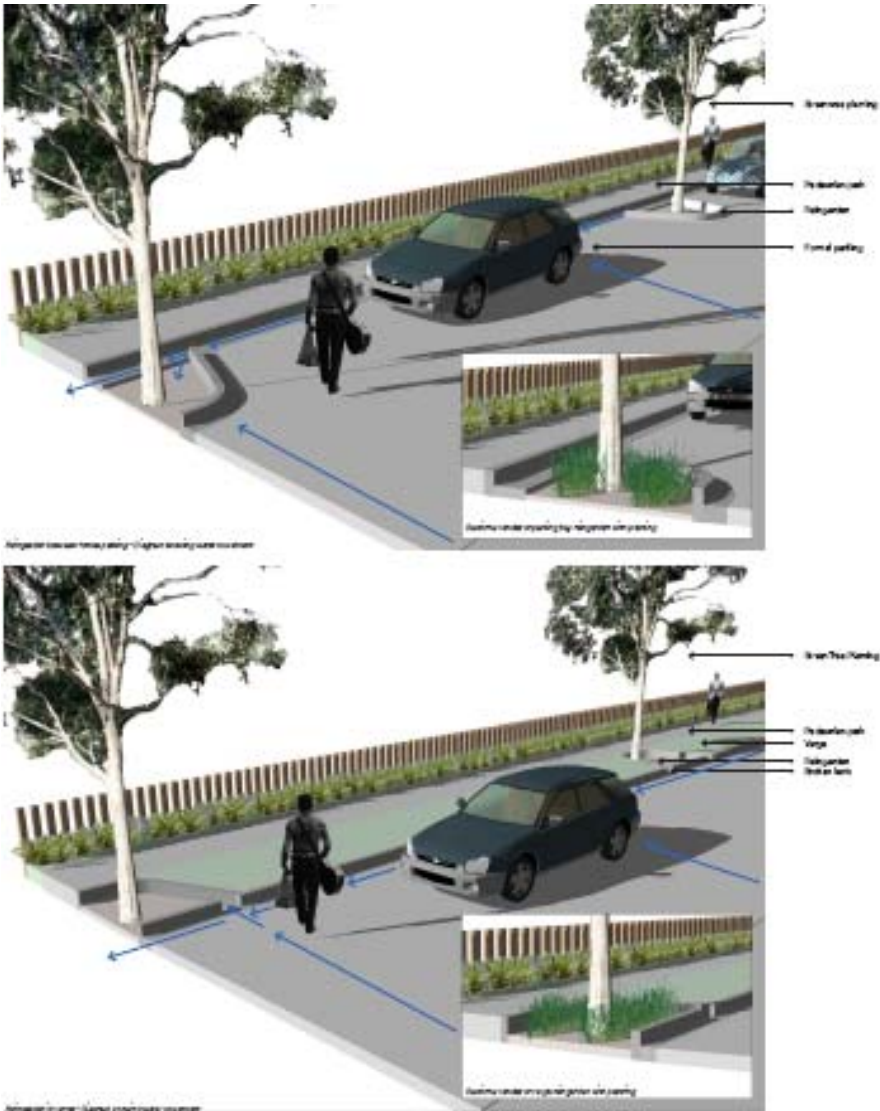
A series of rain gardens or water quality control facilities for treatment of runoff prior to discharge from the site will be provided. The Developer will incorporate rain gardens into tree bays on major collector roads and other road as indicated in the plan below..

Design and Construction Specifications

In addition to stormwater detention and major site facilities it is also proposed to create a series of water quality control facilities, for treatment of runoff prior to discharge from the site. These facilities shall include rain gardens incorporated into tree bays on the major collector roads that traverse the site, There are proposed to be 378 tree bays/wells which will cover an area of approximately 3,400m²

Plans of the proposed rain gardens are illustrated as follows and full sized copies of these plans are provided in Appendix A.





The specifications for the installation of rain-gardens and the scope of works associated with adoption of this water quality measure are provided in the table below:

Item	Qty.	Unit
Subsoil	5,700	Metre
Tree wells, including planting medium, root barrier (road side), filter medium.	378	No.
Trees	378	No.
Planting	640.51	m2

Relevant Design Guidelines

- Managing Urban Stormwater: Source Control
- Fairfield City Council WSUD Strategy Maintenance Provisions

5.2.16 Community Centre

Description

The community centre will be located at the centre of the valley park, in an area known as the Bonnyrigg Neighbourhood Centre. The Community centre will be adjacent to the Bonnyrigg Partnership Office, a commercial facility and the community garden. Tarlington Parade, Bunker Parade the new street that connects the two and Valley Park bound this neighbourhood centre. The centre will be active and vibrant and will have a number of uses to ensure this occurs. The community building will form part of the Bonnyrigg Neighbourhood Centre, which comprises the community building, a building suitable of providing a range of commercial activities and the community garden.

The community centre will be a purpose designed building for community use including provision of halls, meeting rooms, health clinic, out-reach services. The spaces will be designed to be flexible and adaptable for a range of community uses over time. As part of the design process Bonnyrigg Partnership will include a design competition to find the best design for the Community Centre, Community Garden and interfaces with the Bonnyrigg Partnership Office and commercial facility. The appointed designer shall design the community centre in consultation with both Bonnyrigg Partnership and Fairfield City Council.

Bonnyrigg Partnership will manage the construction and delivery of the Community Centre building works. Upon completion of the Community Centre the building and its curtilage, (i.e. play area, paths etc), shall be dedicated to Council.

The community centre is modelled on best practice principles which include the co-location of community buildings in a multipurpose neighbourhood precinct. Access to the adjoining outside play area will be for general community usage with access limited only for times when the supervised play group is underway to enable delivery of their program to their participants.

Core Elements

The provision of larger spaces (hall/meeting rooms) is envisaged to support activities for people with disabilities, children, seniors, general community purposes, Guides and training. Meeting rooms are provided for shared uses as well as a counselling room. A baby health/clinic is also provided along with a commercial kitchen and small business/enterprise development resource room. Offices are also provided for use by services for NGO's providing services to the local community. These include 5 separate office spaces of various sizes for flexible uses. The total minimum area for this facility is 621m².

FCC will own and manage the centre in cooperation with BP following the dedication of the land to Council associated with the community centre, community gardens and curtilage.

As part of the design process Bonnyrigg Partnership will include a design competition to find the best design for the Community Centre, Community Garden and interfaces with the Bonnyrigg Partnership Office and commercial facility. The appointed designer shall design the community centre in consultation with both Bonnyrigg Partnership and Fairfield City Council.

Design and Construction Specifications

The specifications for the community building are provided in the table below

Description	No, size	Purpose	Design criteria or capabilities	Gross Floor Area
Hall	one	Multi-purpose space	Good acoustics	150
Larger shared space/ Meeting rooms	2 x 40 m ²	Shared space – training, meetings etc Total large space for multipurpose use: 230	Seat 25 people each Good acoustics	80
Employment/training/ Small business resource/Equipment room	1 x 20 m ²		Photocopier, fax, IT etc	20
Counselling room	20 m ²	Shared space for confidential interviews	High acoustics	20
Small offices	2 x 24 m ²	Used by NGO's (1 Guides)	Office fit out	48
Office for 2 staff				20
Medium Offices	1 X 40 m	Used by NGO's	Office fit out	40
Large office	1 x 50 m ²	Support Play Group Offices	Office fit out – 9 phone and computer points	50
Baby health Clinical/First aid room	1 x 16 m ²	Baby health clinic / doctor / nurse / sick bay		16
Kitchen	1 x 36 m ²		Commercial standard	36
Toilets	3 x		F WC x 3 / M WC x 3 / WC Accessible / baby change table	80
Storage		1 = hall / 1 = office area		15
Men's shed	1 x 36 m ²	Men's shed		36
Garden shed	1 x 10 m ²	Garden shed – seeding area		10
			Total	621

External Other				
Play Area. Playground Equipment Approximately play zone @ \$380/m ² plus shade and fencing	145m ²			
Car Park - shared with other facilities of the Bonnyrigg Neighbourhood Centre	600m ²		Area to be determined following future Development Application	
Construction Specification				
Single storey masonry medium level commercial build				
Fit Out requirements				
Standard Storage – rooms Air conditioning Landscaping Designed for accessibility Sustainable Design – Recycled water reticulation / solar panels for hot water FF&E, including fixed desks, partitions, window and light fittings and fixtures. Excludes computers, pax hardware electronic equipment. and loose furniture				

5.2.17 Provision of community garden

Description

The Developer proposes to establish a community garden, which is important to the Bonnyrigg community. The garden will:

- Create the opportunity for the community to participate and engage in horticulture.
- Help people eat well and provide a place to keep active.
- Promote learning about the environment with an understanding of garbage reduction, composting, recycling and water usage.
- Potentially provide a source of employment.
- Promote ownership of the estate.

- Involve people in protecting and caring about the estate.
- Teach young people skills.
- Reduce crime and antisocial behaviour.
- Provide a community focus point central to the estate.
- Ameliorate the reduced allocation of private open space across the estate, through provision of privately tendered allotments.
- Grow fresh fruit, vegetables and herbs in a specifically configured space with all necessary facilities provided.
- Promote residents in active compost production.

Community gardens provide a focal point for community development and interaction. They are intended as places where residents come together to undertake self directed projects. While funding is useful in kick starting community gardens it is acknowledged that building up the garden, finding resources for it, creating 'something from nothing' and seeking partnerships to support ventures is in part the process which enables community ownership.

Prior to the construction of Hilltop Park the precise location of the community garden will be agreed between FCC and BP.

Core Elements

The Community Garden should comprise a garden area suitable for shared or allotment style garden plots with associated fencing, access, soil enhancement and tools. The area set aside for the community garden is 1150m².

Should the local community not take up the Community Garden activity, 50% of the land set aside for the community garden may be used by Council in the construction of buildings or works to allow for the delivery or housing of other community services.

Design and Construction Specifications

The garden is proposed to be developed to meet the following:

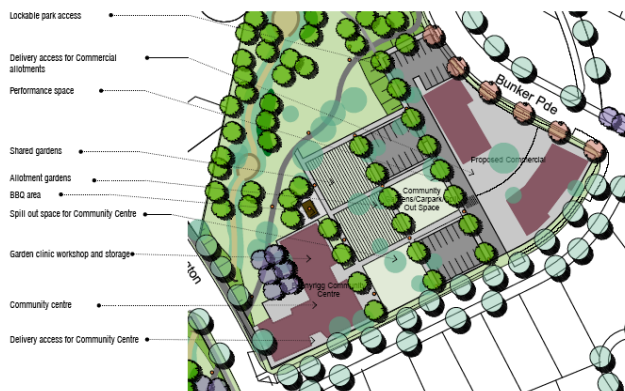
- To be co-located with community centre in the Bonnyrigg Community Neighbourhood Centre. Storage requirements are be included in community centre.
- Garden to be shared or allotment style with access along a series of grid paths.
- Garden to be initially secured with a 1.8m security fence and accessed through multi-purpose centre.
- Delivery and vehicular access for soils etc to be provided.
- Provide signage inviting all to participate.
- Provide signage inviting all to participate.
- Facilitate in on site recycling of organic waste generated by residents

Item	Qty	Unit
Garden (two squares)	1150	m2
Hard stand area	190	m2
Security fence	110	M
Paving	445	m2
Timber edging	590	m
Soil conditioning	220	M3
Tools	1	Item

Upon completion of the works associated with the community garden, the land associated with the community garden grid (i.e. two of the six squares shown in the below diagram) shall be dedicated to Council. The \$80,000 is for the physical establishment of the garden. Support for the purposes of engaging the community with the garden will be made by Bonnyrigg Partnerships in accordance with the Community Renewal Services Plan.

The car parking and access driveways shall be constructed as part of the Bonnyrigg Neighbourhood Centre and shall be shared by all users of the Neighbourhood Centre, Community Centre, Bonnyrigg Partnerships Office and the Commercial Facility. The requirements for parking shall be determined through further development applications as part of the NSW planning requirements. Following completion of these works it is intended that the car parks associated with the Community Centre and Bonnyrigg Partnership office will be dedicated to Council.

The figure below identifies the proposed community garden layout and location and A3 sized copies of the plans are contained in Appendix A.



5.2.18 Upgrade of Bonnyrigg library

Description and Core Elements

Provide contribution to expansion and services for the Bonnyrigg Branch Library of \$300,000. An initial \$75,000 portion of the monies will be made available to support the physical upgrading of the current Bonnyrigg library. The remaining \$225,000 will be utilised to provide services and programs from the Bonnyrigg Branch Library.

FCC will also seek grants to leverage additional value from the contribution.

5.2.19 Provision of public art

Description and Core Elements

Installation of culturally sensitive and appropriate art/painting/sculptures to be provided within open spaces to promote community ownership and pride.

In addition to the current community involvement by Bonnyrigg Partnership as part of the Community Renewal Service Plan for all process of the development, \$50,000 of the \$250,000 to be utilised towards Public Art will be available to establish a Community Arts Strategy, which is the **process** of the development of the art works. Required supplementary funding for the Community Arts Strategy will be

made available if required by Bonnyrigg Partnerships through the Community Renewal Services Plan. This will be applied flexibly to meet community needs over the life of the project.

Neighbourhood Arts Strategy (that is, arts activities) would include an ongoing and regular programs of creative activities throughout the life of the development to build up skills and encourage social connections between cultures (as well as between existing and incoming residents). The processes and outcomes of the Neighbourhood Arts Strategy would also feed into themes, concepts and designs for the infrastructure on the estate.

- The Neighbourhood Arts Strategy is more than just about art. The collaborative creative process aims to build trust and connections between people in the community.
- Council will assist Bonnyrigg Partnerships to prepare the Neighbourhood Arts Strategy (including purpose, guiding principles, broad strategies, and its connection to public artworks) to best meet the needs of the diverse Bonnyrigg community. Council and Bonnyrigg Partnerships will work together to develop clear milestones and deliverables. A process will be established to facilitate cooperation between FCC and BP.

Concepts for Public Artworks across the estate will be developed from the program of creative activities (this is to ensure that the public art concepts genuinely flow from community interests and priorities). This work will be done by professional artists in consultation with community. The manufacture and installation of the public artwork will be funded from the \$250,000. The process for the use of this money, which includes the provision of a minimum of 5 major works, uses a community arts model which involves the local community in the design and interpretation of the materials. The number and location of the public art facilities shall be identified as part of the Community Arts Strategy.

The construction budget would provide for interpretive works along paths, at playgrounds etc. and will also respond to the history and cultural representations of the estate.

BP and FCC agreed to actively identify opportunities to work together on creative/ artistic programs with the community.

Design and Construction Specifications

The proposed process for community and Fairfield City Council input into choice of artist, location, themes, design (including materials), fabrication and installation of artworks within the common areas is set out below:

- Establish Steering Committee (Environment Project Team) including residents and key staff in FCC and BP
- Review relevant contractual, planning, services and branding documentation
- Seek additional funding for the development of the Neighbourhood Art Plan implementation through grants.
- Develop artist's brief and engage artists
- Conduct Community consultation

5.2.20 Youth and Children services

Description and Core Elements

Following the recent renovation of the Bonnyrigg Youth Centre the developers propose to contribute \$70,000 to Fairfield City Council for the provision of youth and children services. The services to be provided to young people are outlined extensively in the Community Renewal Services Plan. Support for young people is by way of appropriate design of open space programs provided by Bonnyrigg Partnerships and through the Education, Employment and Training Strategy.

Principles and purpose for which contribution is to be used

- There is a Youth Centre in Bonnyrigg which has been recently renovated
- The funding program administration will be carried out by Fairfield City Council
- Grants program will attract greater youth service provision to the Bonnyrigg area
- Grants will target programs for youth 8 to 11 and 12 to 25 years connected with Bonnyrigg.
- Delivery of programs will benefit young people living in Bonnyrigg and will range from centre based activities to external school holiday activities
- A small grants committee will be created to assess project proposals with Bonnyrigg Partnerships invited to participate in the process.
- Funding will deliver facilities or programs that have been identified through FCC strategic planning processes as well as consultation with young people, service providers and relevant stakeholders.

5.2.21 Seniors Program Space

Description

As outlined in pages 44-45 in the Community Renewal Service Plan, Bonnyrigg Partnerships proposes to develop a Seniors Living Precinct in close proximity to Bonnyrigg Plaza and public transport. While there is considerable flexibility in the approach, at this stage it is proposed that such a Precinct consists of Independent Living Units (ILU's), low and high care facilities, seniors housing and facilities and services appropriate to support community care provision.

The ILUs and aged care facility will be developed under the SEPP Senior Living. The extent of integration between public and private residents in the unit development will need to be carefully considered regarding strata title arrangements, and other legal and management considerations. However, there is commitment to ensuring that the public and private dwellings are designed to a high standard and are visually indistinguishable.

A Community and Day Programs for Seniors' as part of the Seniors' facilities are recommended as part of the SIA (page 265). The proposal to provide a nominal 50 sqm physical space to accommodate the seniors programs which will operate in the Seniors Living Precinct. This space will be constructed to the same standard (construction cost for internal and external works) as the community building.

Further to this, on page 103 of the JSA SIA suggests including appropriate facilities in senior living area including:

- Small Seniors' Service Centre, including meeting rooms and outreach offices.
- Well-designed open space, provision for community garden, outdoor seating, BBQ areas, seating and shaded landscaped areas for quiet enjoyment. These facilities have been proposed to be created as a purpose built civic space in the Valley Park (specifically the sports park No. 2). The area will include a shelter, BBQ, picnic seating etc.
- Partner with ethno-specific services to provide access and appropriate service provision for CALD groups in the BLCA.

It is acknowledged that provision for day programs for older people living on the Estate and in the surrounding community will be important to promote interaction and inclusion. The provision of these facilities in the senior's precinct will be ensured through the contract arrangements with the NGO provider. It is important to ensure that these day programs, meals, and activities are available to all (public and private) older residents on the Estate. It is also recommended that outreach facilities for professional services be provided in the seniors precinct (SIA page 178).

Core Elements

The Developer will provide at least a 50 sqm physical space to accommodate the seniors programs which will operate in the Seniors Living Precinct. This space will be constructed to the same standard (construction cost for internal and external works) as the community building.

Design and Construction Specifications

Description	No, size	Purpose	Design criteria or capabilities	Gross Floor Area m2
Senior Program Space	One	Multi-purpose space		50 m2
Construction Specification			Fit Out requirements	
Single storey masonry medium level commercial build			Standard Storage – rooms Air conditioning Landscaping Designed for accessibility Sustainable Design –Recycled water reticulation FF&E, including fixed desks, partitions, window and light fittings and fixtures. Excludes computers, pax hardware electronic equipment. and loose furniture	

5.3 Timing of infrastructure and land dedication provision

The provision of required infrastructure, community facilities and services to cater for the needs of the community will be provided at defined times in accordance with the staged development plan outlined in Appendix B. This is intended to ensure that infrastructure is provided in a timely way to accommodate the needs of the gradually increased population as the renewal occurs over time. In each case the contribution (by way of works in kind, cash or land dedication) will be made prior to the issue of the final occupation certificate for the first residential dwelling in each stage of development.

The following table provides a broad summary of the proposed timing and value of the infrastructure. The purpose of this is to demonstrate the benefit of the VPA and ISDP to the community and to assist in determining an amount for security to enforce BP's commitment.

Stage	Estimated value of works (not monetary contributions)	Indicative Infrastructure and Services for Stage	Security for Contribution Provision	Defects Security
Stage 1	\$9.682 Million	<ul style="list-style-type: none"> Upgrade of collector roads within the Bonnyrigg Estate. Works for the provision of roads adjacent to parks. Provision of cycleways within Bonnyrigg Estate and connections to established cycleways outside the Bonnyrigg Estate. Installation of public art. Construction of detention basins. Provision of gross pollutant traps. Works for the construction and embellishment of the 'Valley Park'. Construction and embellishment of works along creek lines to contribute to site water management to improve drainage, planting, riparian protection and pedestrian crossings. Installation of water quality measures. 	\$ 9,060,305	\$ 476,858
		<ul style="list-style-type: none"> Contribution of funding for youth and children services. \$70,000 Contribution of funding for 		

		<ul style="list-style-type: none"> upgrade of Bonnyrigg library. \$75,000 Land dedication associated with the provision of facilities 		
Stage 2	\$0.491 Million	<ul style="list-style-type: none"> Works for the construction of the bus shelters. Works for the construction and embellishment of the 'Valley Park' Provision of cycleways within Bonnyrigg Estate and connections to established cycleways outside the Bonnyrigg Estate. Installation of water quality measures. 	\$ 466,181	\$ 24,536
		<ul style="list-style-type: none"> Land dedication associated with the provision of facilities 		
Stage 3	\$0.032 Million	<ul style="list-style-type: none"> Works for the construction of the bus shelters. 	\$30,242	\$1,592
		<ul style="list-style-type: none"> Land dedication associated with the provision of facilities 		
Stage 4	\$0.879 Million	<ul style="list-style-type: none"> Upgrade of collector roads within the Bonnyrigg Estate. Works for the construction of the bus shelters.. Provision of cycleways within Bonnyrigg Estate and connections to established cycleways outside the Bonnyrigg Estate. Works for the construction and embellishment of the 'Valley Park' Installation of water quality measures. 	\$ 621,104	\$32, 690
		<ul style="list-style-type: none"> Contribution of funding for Bonnyrigg library services. Stage 4 or at 440 total dwellings. \$225,000 Land dedication associated with the provision of facilities 		

Stage 5	\$2.667 Million	<ul style="list-style-type: none"> • Upgrade of collector roads within the Bonnyrigg Estate. • Works for the provision of roads adjacent to parks. • Contribution of funding for the provision of bus shelters. • Provision of cycleways within Bonnyrigg Estate and connections to established cycleways outside the Bonnyrigg Estate. • Works for the construction and embellishment of the 'Hilltop Park'. • Installation of water quality measures. • Installation of public art. 	\$ 2,533,532	\$133,344
		<ul style="list-style-type: none"> • Land dedication associated with the provision of facilities 		
Stage 6	\$2.793 Million	<ul style="list-style-type: none"> • Upgrade of collector roads within the Bonnyrigg Estate. • Works for the construction and embellishment of the 'Valley Park'. • Installation of water quality measures. • Construction of the community centre, Stage 6 or at 776 total dwellings.. • Construction of the community garden, Stage 6 or at 776 total dwellings. 	\$ 2,653,169	\$139,640
		<ul style="list-style-type: none"> • Land dedication associated with the provision of facilities 		
Stage 7	\$0.591 Million	<ul style="list-style-type: none"> • Upgrade of collector roads within the Bonnyrigg Estate. • Works for the construction of the bus shelters.. • Provision of cycleways within Bonnyrigg Estate and connections to established cycleways outside the 	\$ 561,411	\$ 29,548

		<p>Bonnyrigg Estate.</p> <ul style="list-style-type: none"> • Works for the construction and embellishment of the 'Valley Park'. • Installation of water quality measures. 		
		<ul style="list-style-type: none"> • Land dedication associated with the provision of facilities 		
Stage 8	\$0.900 Million	<ul style="list-style-type: none"> • Works for the provision of roads adjacent to parks. • Provision of cycleways within Bonnyrigg Estate and connections to established cycleways outside the Bonnyrigg Estate. • Works for the construction and embellishment of the 'Junior Play Park'. • Construction of detention basins. • Provision of gross pollutant traps. • Installation of public art. 	\$ 854,555	\$44,977
		<ul style="list-style-type: none"> • Land dedication associated with the provision of facilities 		
Stage 9	\$0.0 Million		Nil	Nil
Stage 10	\$0.0 Million		Nil	Nil
Stage 11	\$0.0 Million		Nil	Nil
Stage 12	\$0.018 Million	<ul style="list-style-type: none"> • Provision of Senior program Space in Senior precinct • Provision of cycleways within Bonnyrigg Estate and connections to established cycleways outside the Bonnyrigg Estate. 	\$ 196,422	\$ 10,338
		<ul style="list-style-type: none"> • Land dedication associated with the provision of facilities 		

Stage 13	\$0.891 Million	<ul style="list-style-type: none"> • Upgrade of collector roads within the Bonnyrigg Estate. • Provision of cycleways within Bonnyrigg Estate and connections to established cycleways outside the Bonnyrigg Estate. • Installation of water quality measures. 	\$ 846, 866	\$ 44, 572
		<ul style="list-style-type: none"> • Land dedication associated with the provision of facilities 		
Stage 14	\$0.134 Million	<ul style="list-style-type: none"> • Works for the construction of the bus shelters. • Provision of cycleways within Bonnyrigg Estate and connections to established cycleways outside the Bonnyrigg Estate. • Works for the construction and embellishment of the 'Valley Park'. • Installation of water quality measures. 	\$ 127,690	\$ 6,721
		<ul style="list-style-type: none"> • Land dedication associated with the provision of facilities 		
Stage 15	\$0.163 Million	<ul style="list-style-type: none"> • Provision of cycleways within Bonnyrigg Estate and connections to established cycleways outside the Bonnyrigg Estate. • Works for the construction and embellishment of the 'Valley Park'. • Installation of water quality measures. 	\$ 154, 651	\$ 8,140
		<ul style="list-style-type: none"> • Land dedication associated with the provision of facilities 		
Stage 16	\$0.902 Million	<ul style="list-style-type: none"> • Works for the provision of roads adjacent to parks. • Works for the construction of the bus shelters.. • Provision of cycleways within Bonnyrigg Estate and connections to established cycleways outside the 	\$ 857,318	\$ 45,122

		<p>Bonnyrigg Estate.</p> <ul style="list-style-type: none"> • Works for the construction and embellishment of the 'Forest Park'. • Works for the construction and embellishment of the 'Village Park' • Installation of public art. 		
		<ul style="list-style-type: none"> • Land dedication associated with the provision of facilities 		
Stage 17	\$0.750 Million	<ul style="list-style-type: none"> • Works for the provision of roads adjacent to parks. • Works for the construction of the bus shelters. • Provision of cycleways within Bonnyrigg Estate and connections to established cycleways outside the Bonnyrigg Estate. • Works for the construction and embellishment of the 'Village Park'. • Installation of public art. 	\$ 712,857	\$ 37,519
		<ul style="list-style-type: none"> • Land dedication associated with the provision of facilities 		
Stage 18	\$0.178 Million	<ul style="list-style-type: none"> • Works for the provision of roads adjacent to parks. • Works for the construction of the bus shelters.. • Provision of cycleways within Bonnyrigg Estate and connections to established cycleways outside the Bonnyrigg Estate. • Construction of detention basins. • Provision of gross pollutant traps. 	\$ 169,199	\$ 8,905
		<ul style="list-style-type: none"> • Land dedication associated with the provision of facilities 		

The description of the stages in the Staging Plan and in the table above, is indicative only. For example, the order in which the stages may be implemented and the area of land the subject of each

stage may change. It is intended that the infrastructure and capital works that are included within a stage precinct be upgraded or procured as contemplated in the ISDP. In relation to security, if the estimated value of the contributions for that stage change because of an alteration in the stage descriptions, then the security to be provided should reflect the change in value. In which case the defects security will represent 5% of the value of the capital works excluding monetary contributions.

Reporting of Infrastructure and Services Provision

Bonnyrigg Partnership will provide an annual status report of allocation and expenditure of funds to Fairfield City Council which includes:

- the date or dates on which the monetary contributions were made to Council, the purpose for which the contribution was made and the amount;
- the date or dates on which physical infrastructure and land was dedicated to Council with a description.
- Status of all securities

Similarly, Fairfield City Council will report allocation and expenditure of funds to Bonnyrigg Partnerships

6 Flexibility and staging of plan

This ISDP provides clarity on the 'public' infrastructure components provided in the Bonnyrigg Living Communities Project. A key feature of this ISDP is the provision for flexibility in time within which Bonnyrigg Partnerships and Council can negotiate refinements or changes to the details of the infrastructure provisions and the timing.

Whilst the ISDP allows a degree of flexibility within which Bonnyrigg Partnerships and Council can negotiate (if in the interests of the community it is deemed necessary), refinements or changes to the details of the infrastructure and its timing for delivery contained within this ISDP, this flexibility is subject to the following limitations and assurances:

- (a) conditions attached to the Part 3A or subsequent planning approvals for the redevelopment of Bonnyrigg; and
- (b) the Core Elements identified in the ISDP cannot be varied without an amendment to the Voluntary Planning Agreement (VPA)

The project will be implemented in 18 stages over a 13 year period to minimise disruption to the existing community. Implementation over a longer period will also minimise lead-ins, temporary connections or dependency upon undeveloped stages for service and access provisions.

Another advantage of staging of the development is that it will enable the upgrade of existing community issues and other infrastructure works to be phased in as the population and the population's needs increase.


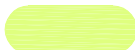


Staging of the project will be generally in accordance with the indicative development staging outlined in the ISDP Appendix B. However, Bonnyrigg Partnerships and Council recognise that the stages depicted in the indicative staging plan apply for over a thirteen year period and accordingly they should only be treated as indicative stages. It may become necessary to amend the staging plan and the timing for delivery of development contributions.

In the event that it becomes necessary to make any changes to the staging plan or variations to the carrying out and delivery of development contributions, Council and BP can reach agreement to vary or modify the timing for delivery and nature of the specifications of development contributions provided that:

- the parties discuss any suggested variations or amendments prior to the making of any application,
- the public purpose of any contribution is achieved in conjunction with the development of the applicable stage.
- the Core Elements for each contribution item are maintained.

Appendix A Plans of contribution items

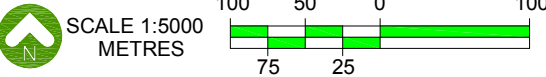
LEGEND

- PROPOSED ROADS
- PROPOSED PARKS
- BONNYRIGG PARTNERSHIPS LAND
- OPERATIONAL COMM FACILITIES

	Area of Dedicated Roads	Area of Parks	Total
Stage 1	16992.5 m ²	64,780 m ²	81772.5 m ²
Stage 2	9156 m ²	3680 m ²	12836 m ²
Stage 3	11115 m ²	0 m ²	11115 m ²
Stage 4	8534 m ²	0 m ²	8534 m ²
Stage 5	23298 m ²	25820 m ²	49118 m ²
Stage 6	11306 m ²	590 m ²	11896 m ²
Stage 7	9036 m ²	520 m ²	9556 m ²
Stage 8	12006 m ²	6680 m ²	18686 m ²
Stage 9	3818 m ²	0 m ²	3818 m ²
Stage 10	3105 m ²	0 m ²	3105 m ²
Stage 11	5468 m ²	0 m ²	5468 m ²
Stage 12	7248 m ²	0 m ²	7248 m ²
Stage 13	15653 m ²	0 m ²	15653 m ²
Stage 14	11338 m ²	1860 m ²	13198 m ²
Stage 15	13536 m ²	1870 m ²	15406 m ²
Stage 16	11106 m ²	7620 m ²	18726 m ²
Stage 17	5302 m ²	7180 m ²	12482 m ²
Stage 18	2316 m ²	820 m ²	3136 m ²
	180,334 m ²	121,420 m ²	301753.5 m ²

- AREA OF OPERATIONAL COMMUNITY FACILITIES - STAGE 6 = 6,900m²
- AREA OF BONNYRIGG PARTNERSHIPS LAND - STAGE 6 =2,015m²

BONNYRIGG PARTNERSHIPS AND OPERATIONAL COMMUNITY FACILITIES LAND AREAS ARE ADDITIONAL TO THOSE SHOWN IN THE ABOVE TABLE.



Bonnyrigg Living
Communities Project

DRAWING TITLE + DESCRIPTION
Land Dedication
Summary

DATE
June 08

SCALE
1:5000
@ A3
DRAWING NO.
DED-01

REVISION
A

Infrastructure Engineering



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No.	
AMENDMENT	
DATE	

vince morgan
SURVEYORS

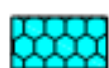
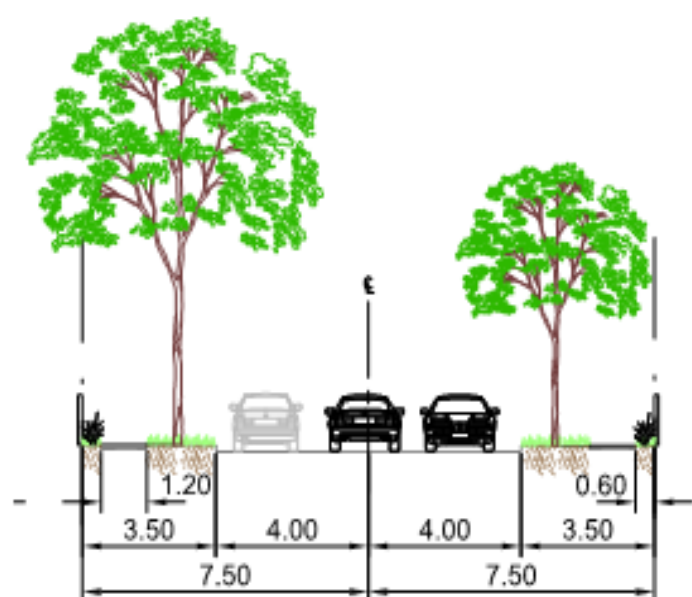
77 UNION ROAD PENRITH
PO BOX 227 PENRITH 2751 DX8032 PENRITH
Ph 47215293 Fax 47312821
email mail@vmsurvey.com.au
www.vincemorgansurveyors.com.au
ABN 52 065 060 808

DATUM:	DATE: 20.11.07
ORIGIN:	SCALE 1:4000 @A3
DRAWN: IVM	CHECKED:

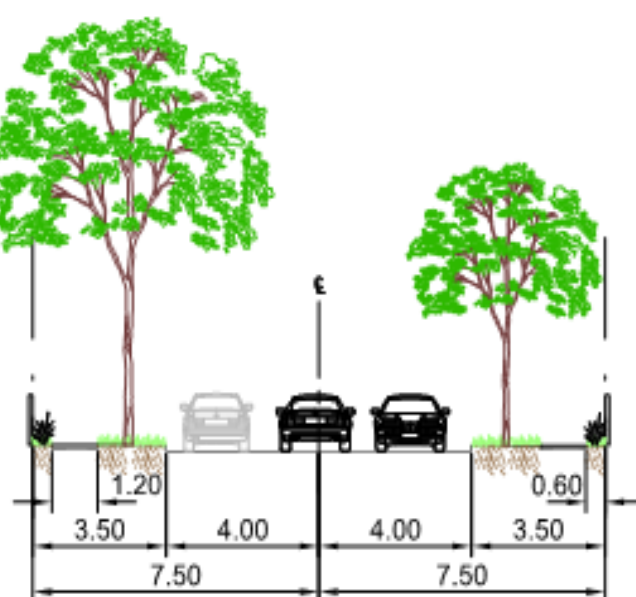
CLIENT:

PLAN SHOWING LOCATION OF
BUNKER RESERVE AND ROADS AT
BONNYRIGG

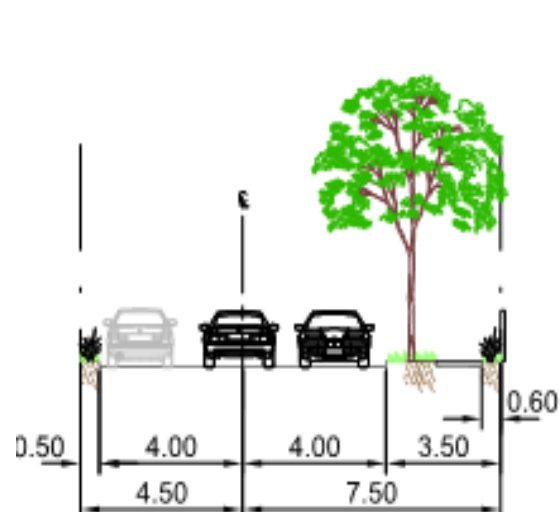
PLAN No.
15785-1P2
APPENDIX C
SHEET 1 OF 1 SHEETS



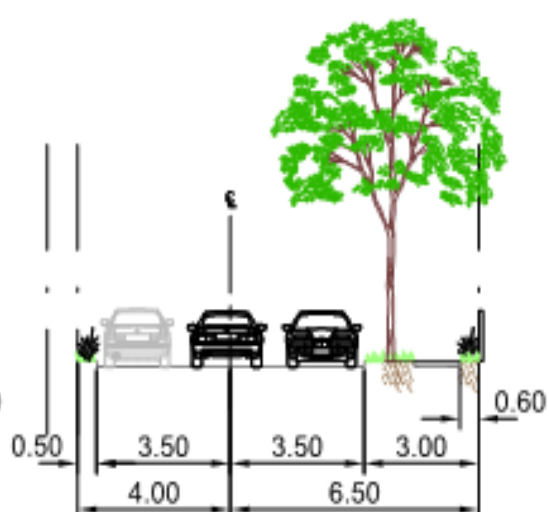
ROAD TYPE 7
EXISTING 15m ACCESS STREET



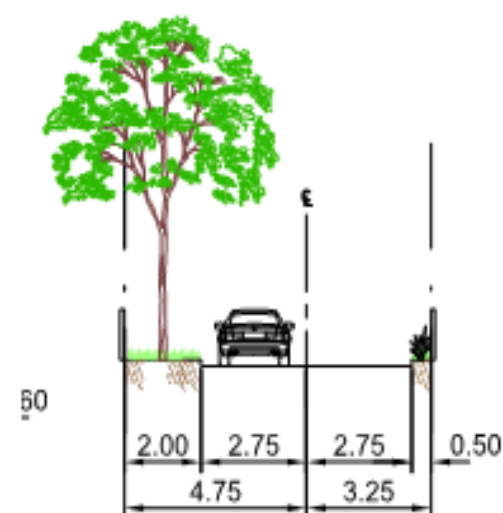
ROAD TYPE 8
PROPOSED 15m ACCESS STREET



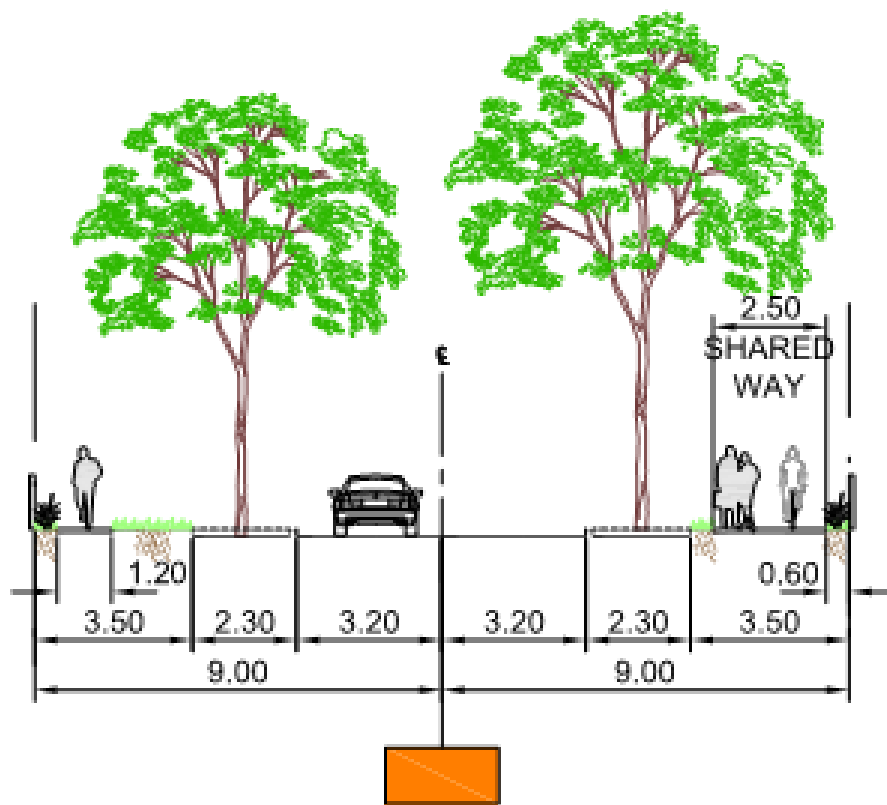
ROAD TYPE 10
PROPOSED 12m ACCESS
STREET AT PARK



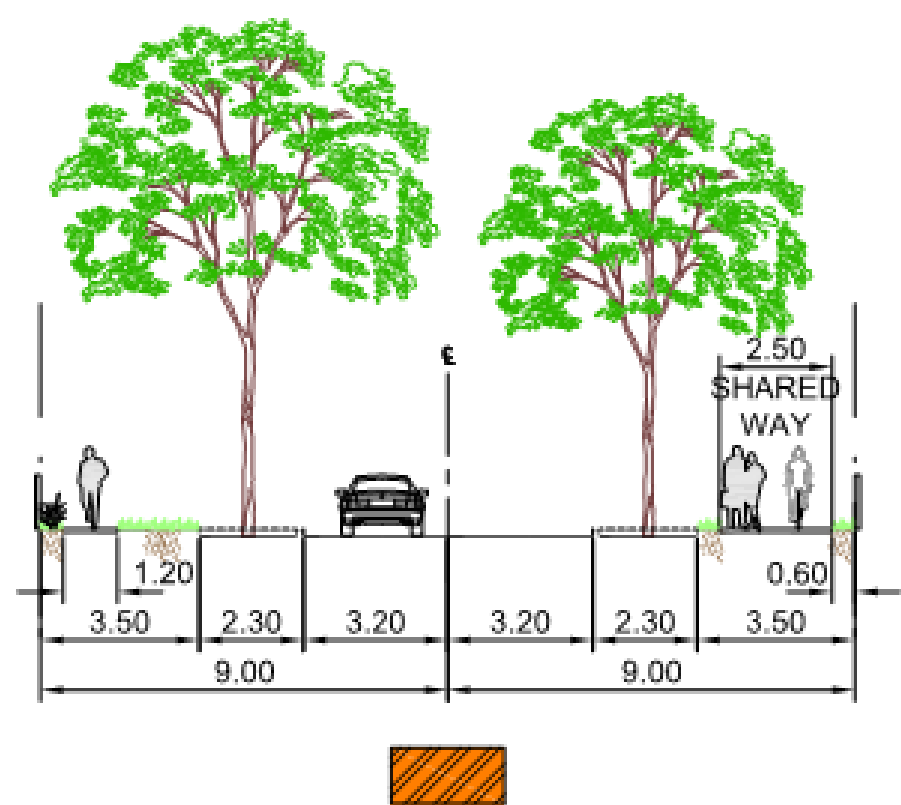
ROAD TYPE 11
PROPOSED 10.5m ACCESS
STREET AT PARK



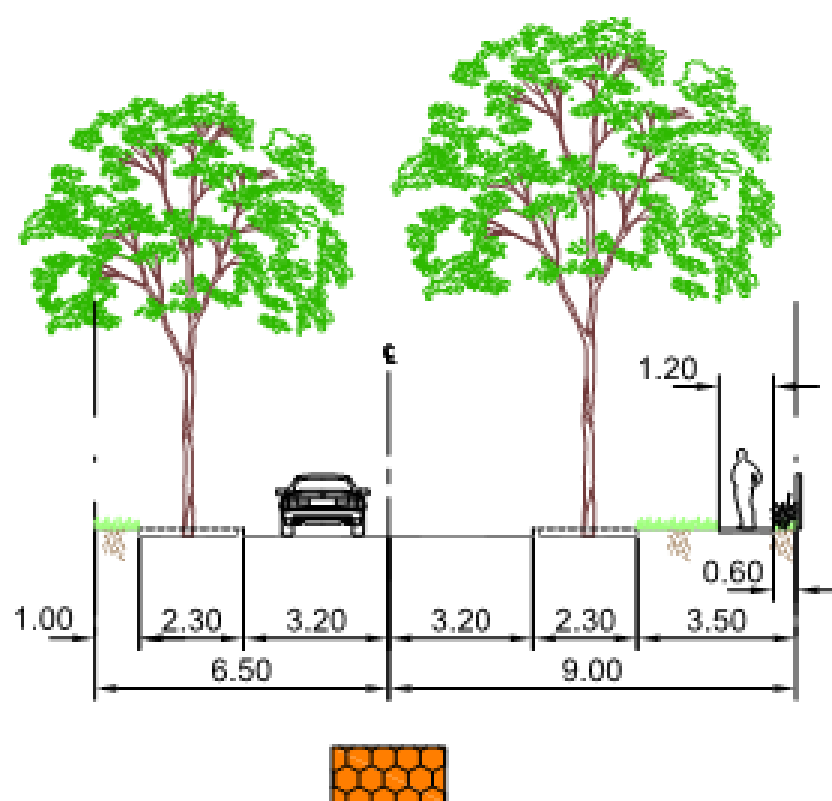
ROAD TYPE 13
PROPOSED 8m MINOR ROAD



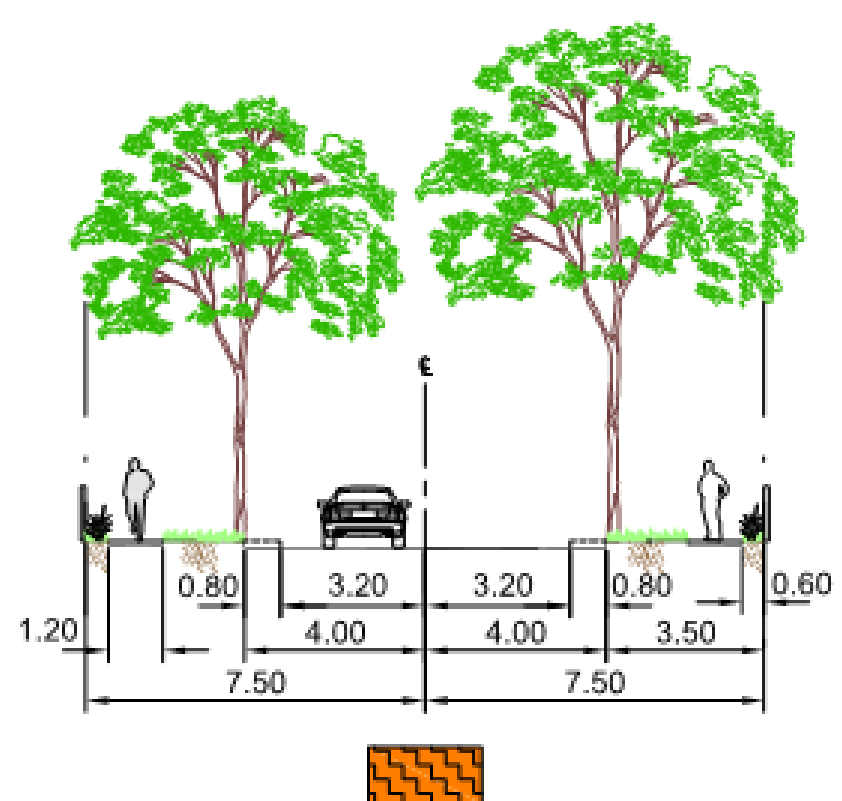
ROAD TYPE 1
EXISTING 18m COLLECTOR



ROAD TYPE 2
PROPOSED 18m COLLECTOR



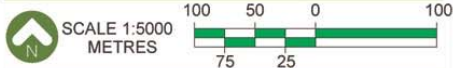
ROAD TYPE 3
PROPOSED 15.5m COLLECTOR
AT PARK



ROAD TYPE 4
PROPOSED 15m COLLECTOR



COLLECTOR	TYPE	1	2	3
	WIDTH (m)	18	18	15.5
	STATUS	EXISTING	PROPOSED	PROPOSED
ACCESS STREET	TYPE	4	6	7
	WIDTH (m)	15	18	15
	STATUS	PROPOSED	EXISTING	EXISTING
ACCESS PLACE	TYPE	8	9	10
	WIDTH (m)	15	15	12
	STATUS	PROPOSED	PROPOSED	PROPOSED
MINOR ROAD	TYPE	11		
	WIDTH (m)	10.5		
	STATUS	PROPOSED		



Bonnyrigg Living
Communities Project

DATE
Aug 07

DRAWING TITLE + DESCRIPTION
Road Hierarchy Plan

SCALE
1:5000
@ A3
DRAWING NO.
M05

REVISION
A

Infrastructure Engineering



Public Transport Plan

Legend

- Proposed deviation bus route
- Proposed deviation bus stop
- Proposed future bus route
- Proposed future MOT bus route
- Proposed future bus stop

Note:
- Refer to SKM Traffic and Transport Study for further transport information
- Bus stops as per Tmap



Legend

- Shared pedestrian / cycleway path in road reserve
- Pedestrian pathway in road reserve
- Shared pedestrian / cycleway path in park
- Pedestrian pathway in park
- Existing pedestrain path
- Existing RTA cycle path
- Existing off-road cycle path
- Proposed bike parking

Pedestrian & Bicycle Connections Plan

Incorporate community art program

Large boulders forming wiers for the
seperate WSUD gardens

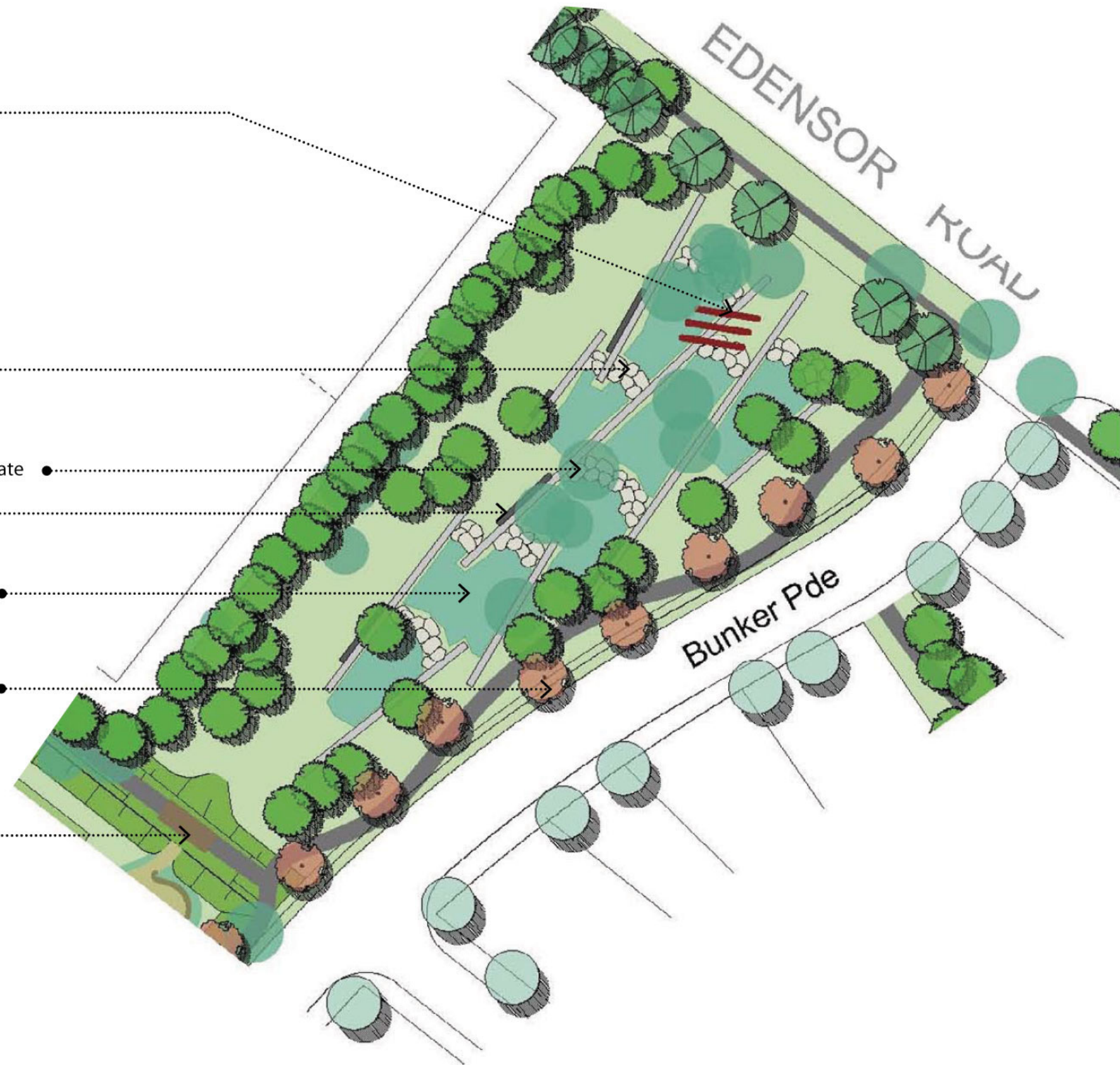
WSUD acting as entry feature to the Bonnyrigg estate

Feature concrete blade walls

Series of bio retention ponds establish repetitive
landscape elements along the vegetated swale
to assist in managing storm water

Formal feature tree "ribbon" avenue to highlight
edge of park along Bunker Parade

Batter with pedestrian bridge to form weir
for detention basin to manage flood events



0 25 35 45 55 65 m

Full size soccer field to be retained and upgraded

Series of bioretention ponds establish repetitive landscape elements along creek line to assist in managing storm water

Civic space located on major cross site link to provide seating and shade areas for residents of the retirement precinct near by

Overland swale channels surface stormwater to vegetated swale

Pedestrian bridges located at desired pedestrian crossings connected to shopping centre and public transport

Junior soccer field

Shrub, groundcover and grass planting areas to have wide radius for easy maintenance.

Cultural tree plantings positioned on axis of bisecting street network (refer tree planting strategy)

Location of proposed site nursery. Future use as sports area e.g. basketball or volleyball

Children's play equipment and Shade structure

Trees to be strategically positioned around playground to provide shade



Perspective: Vegetated swale and constructed rain garden



Series of bioretention ponds in the form of horseshoes establish repetitive landscape elements along vegetated swale to assist in managing storm water

Timber bollards to extent of Emma Close

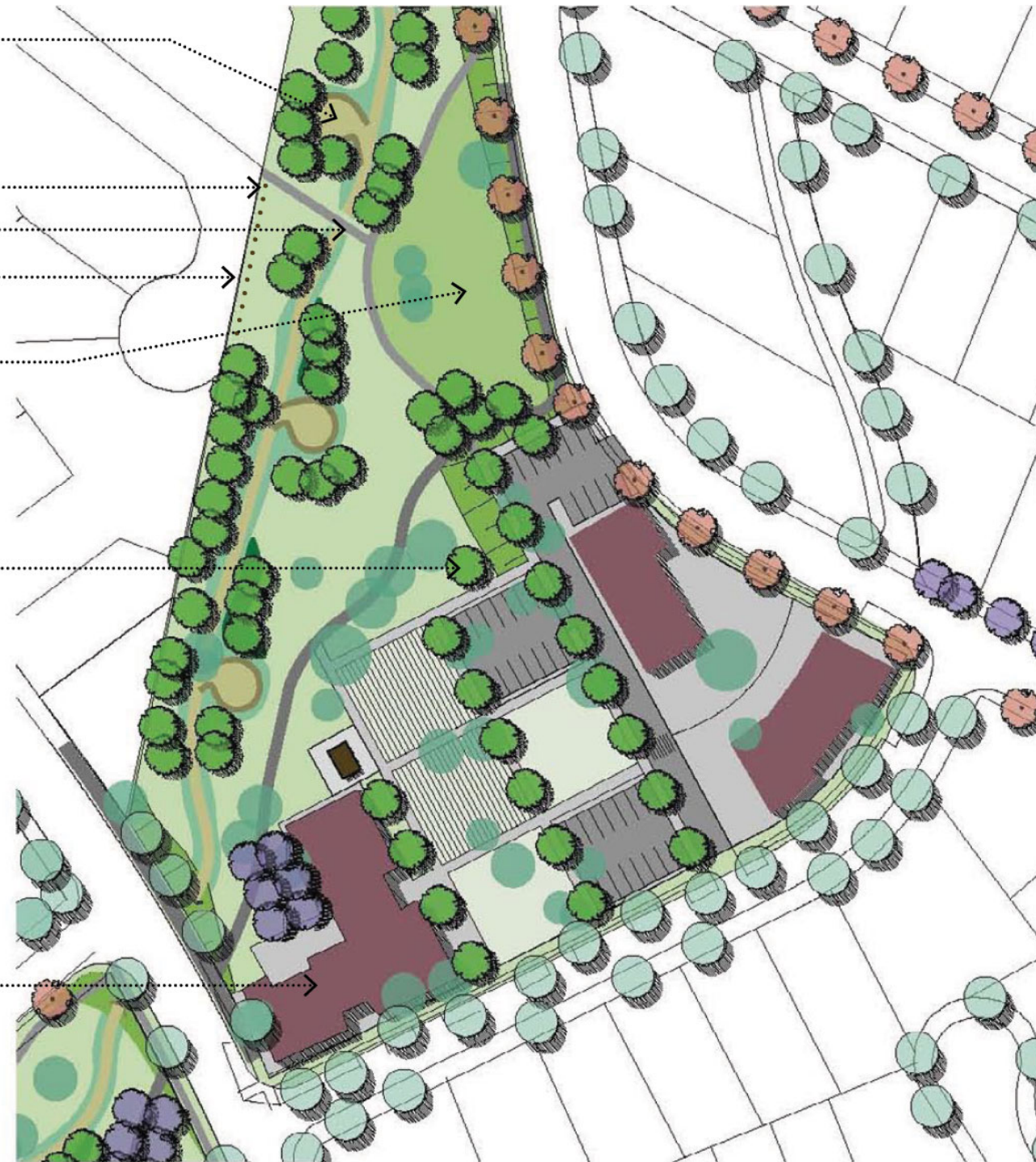
Informal stepping stones in turf creek crossing

Remove existing fence line to provide cross park access to Emma Close

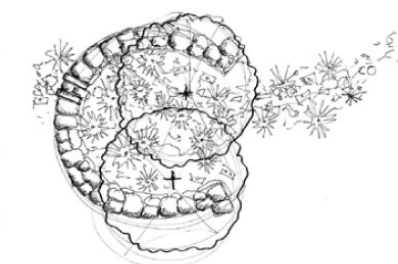
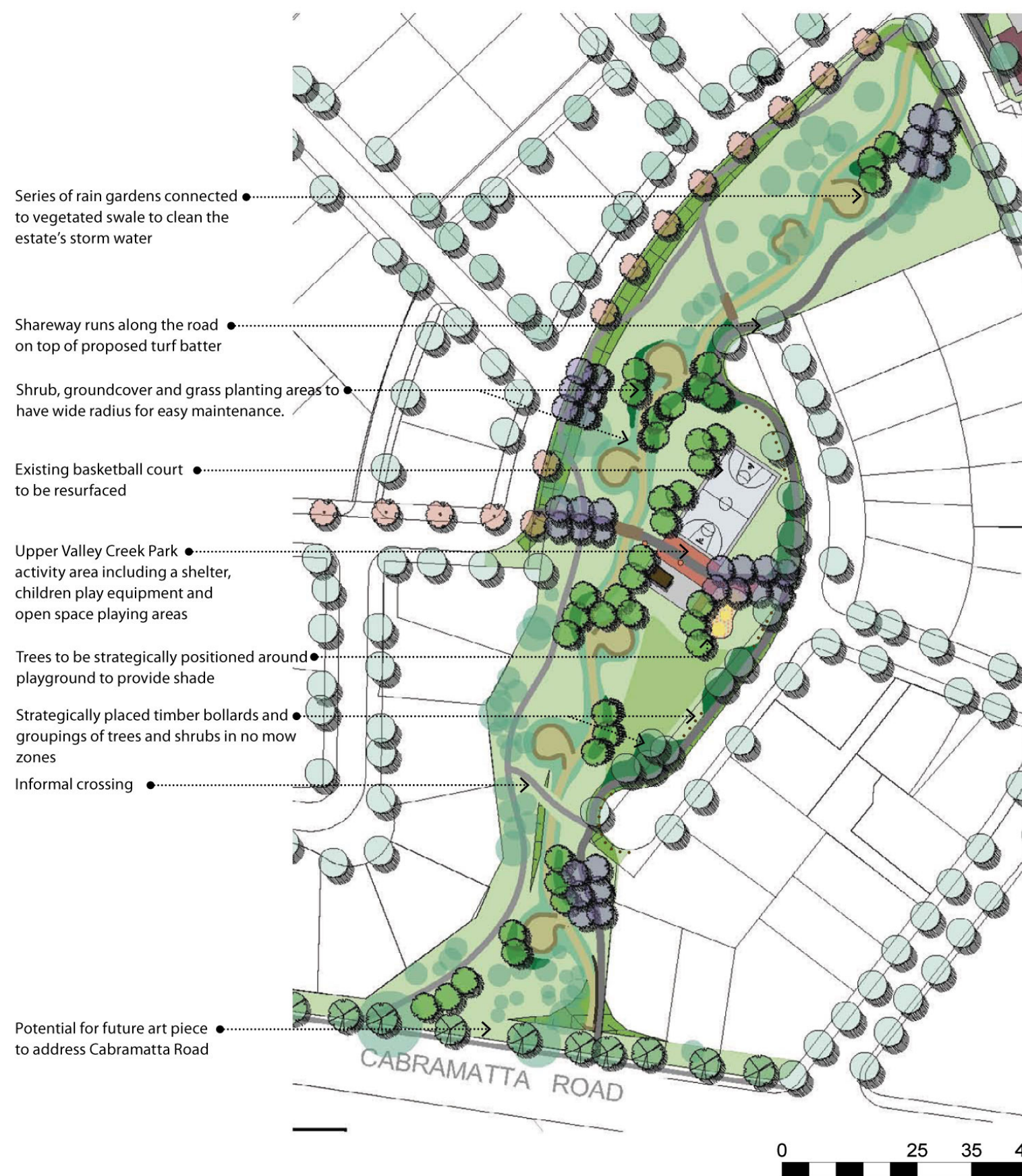
Open kick about space

Pedestrian flow out area from the Multi-purpose Centre with shelter, seating and open turf play areas

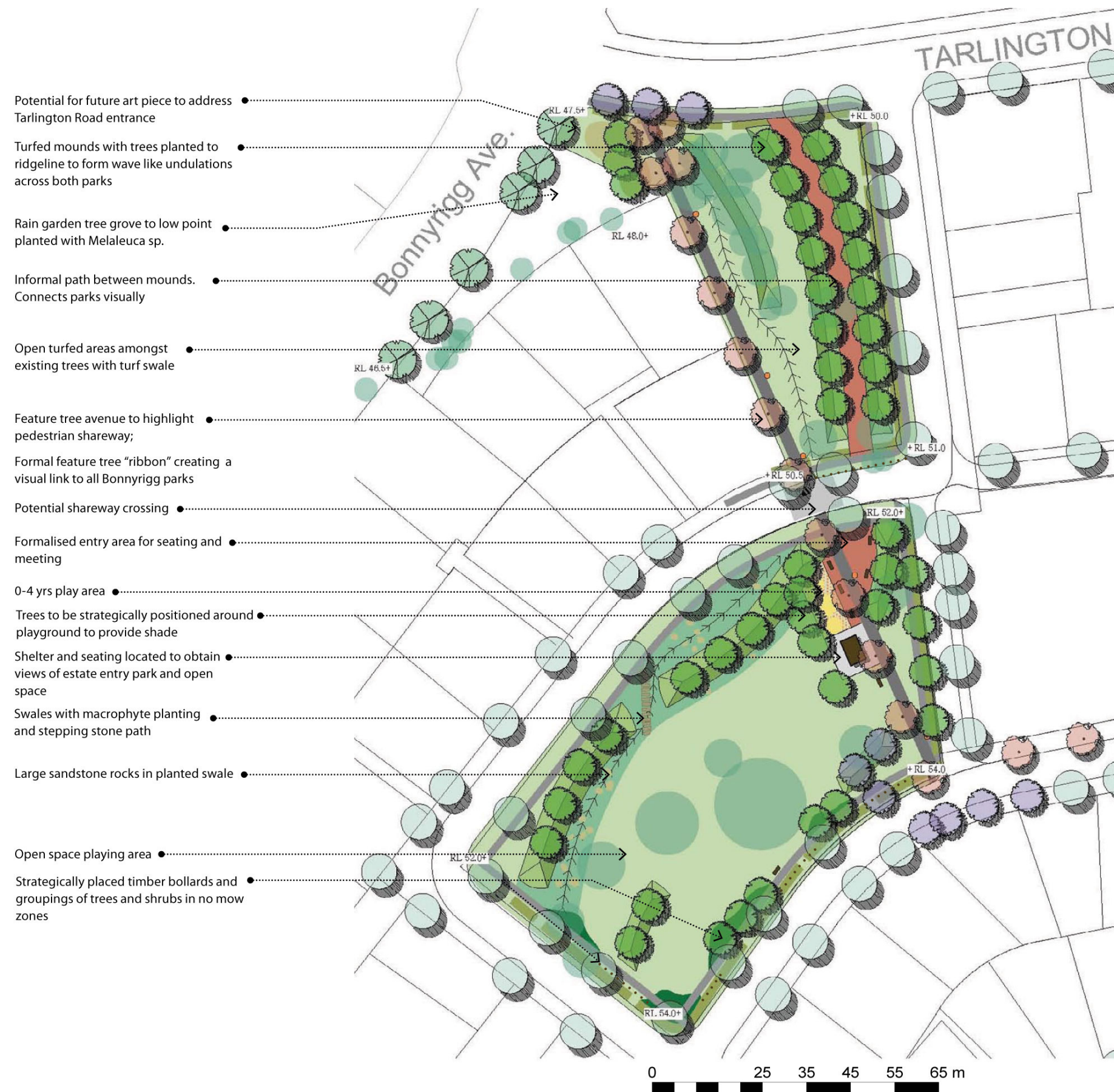
Bonnyrigg Multi- purpose Centre including community garden, retail, carpark and Bonnyrigg Partnership office. (subject to detailed brief)

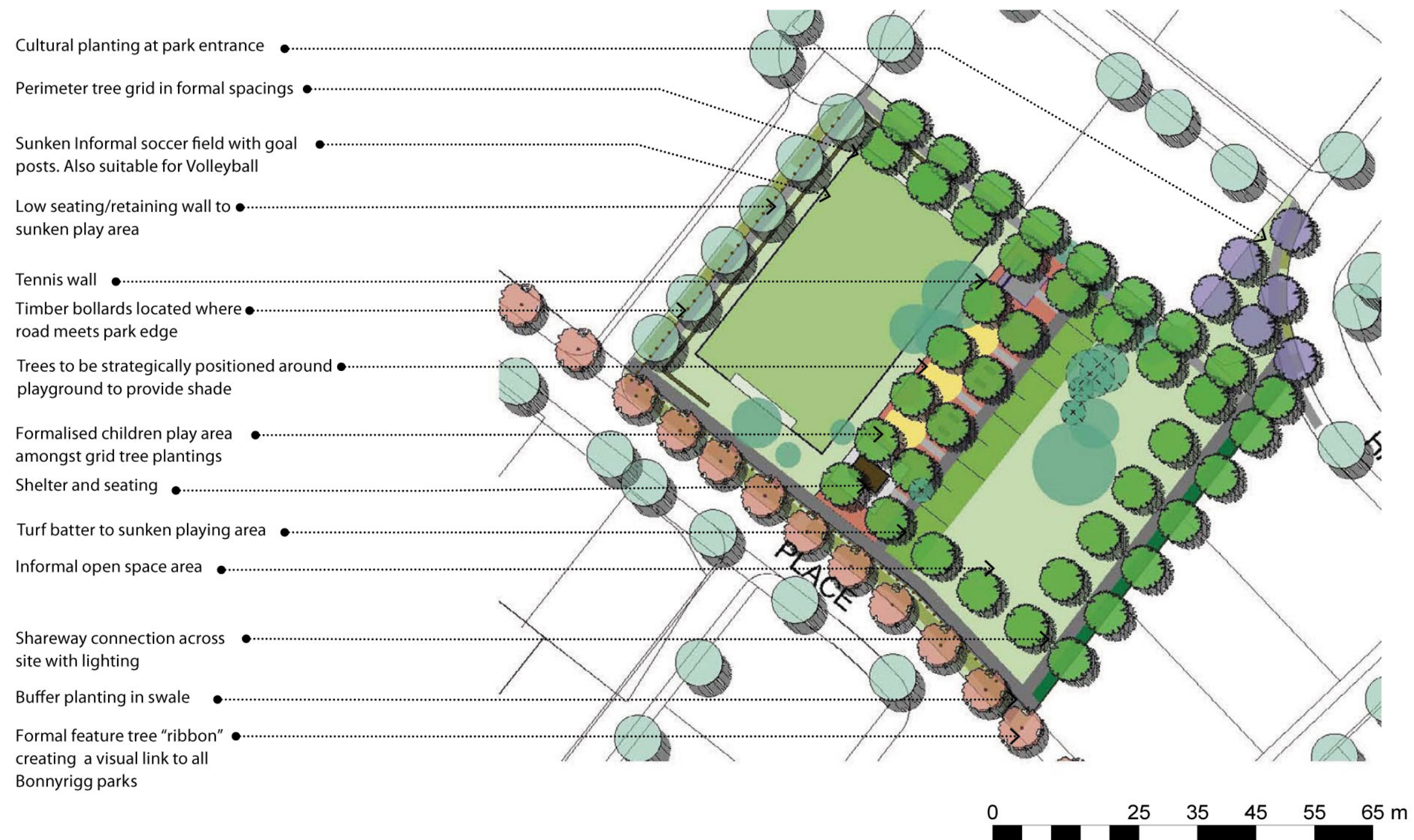


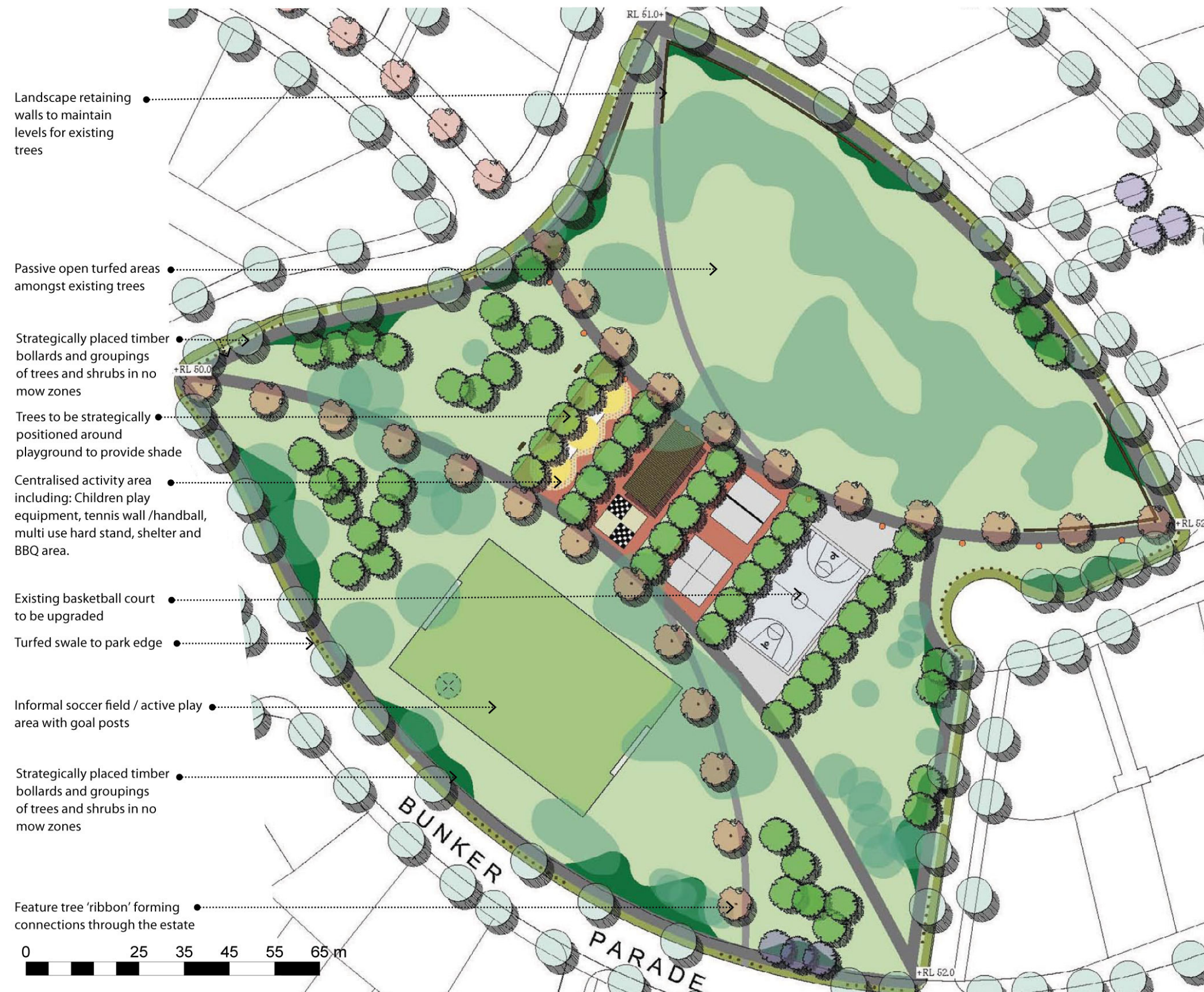
0 25 35 45 55 65 m



Perspective: Vegetated swale and constructed rain garden







Connector Park continuing ●
feature tree 'ribbon' to
highlight connection to Park 9

Tree planting in turf amongst
existing trees and newly
planted tree grid

Half-sized basketball court set
into seating/retaining wall

Shelter and seating ●

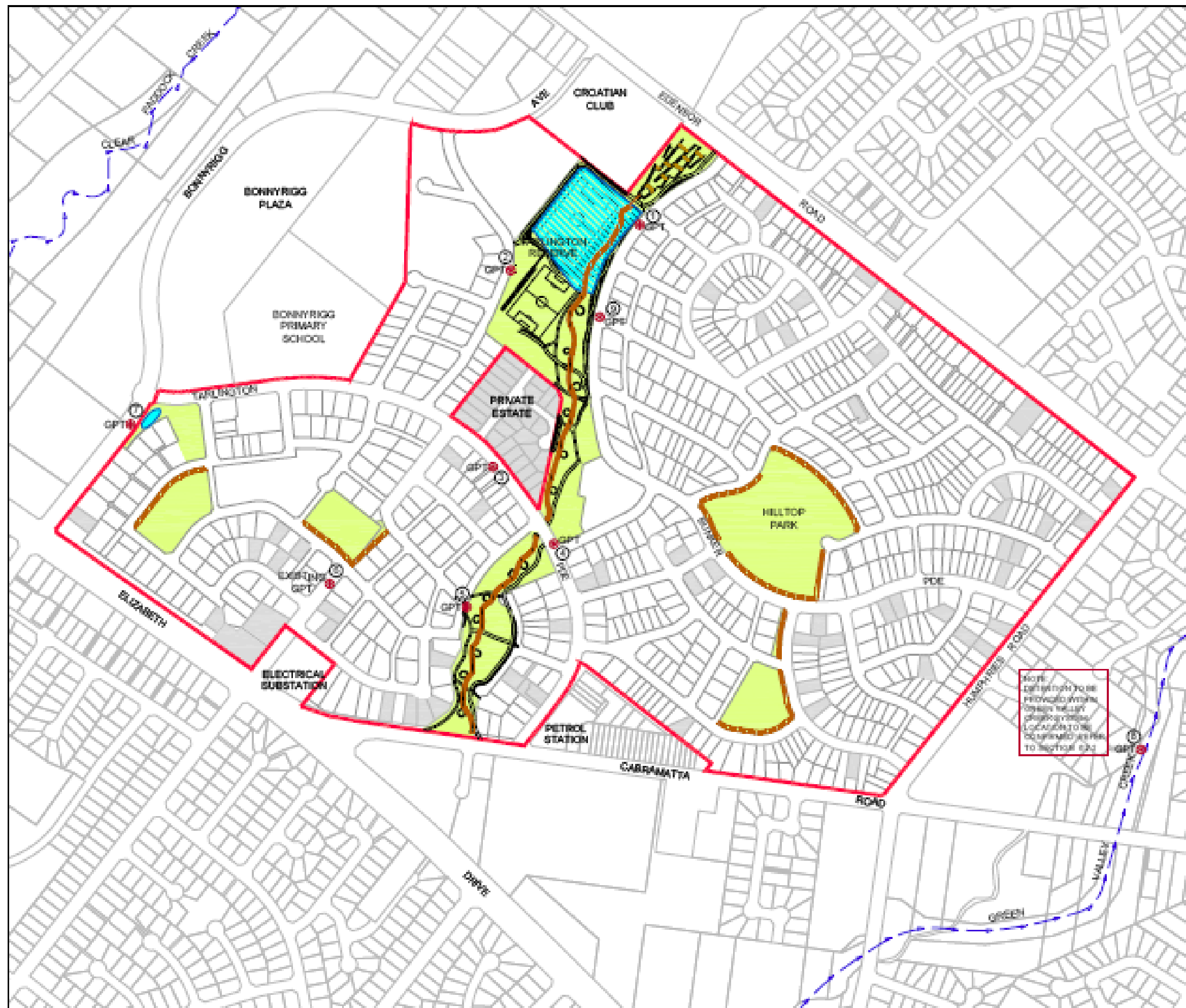
Open kick about space ●

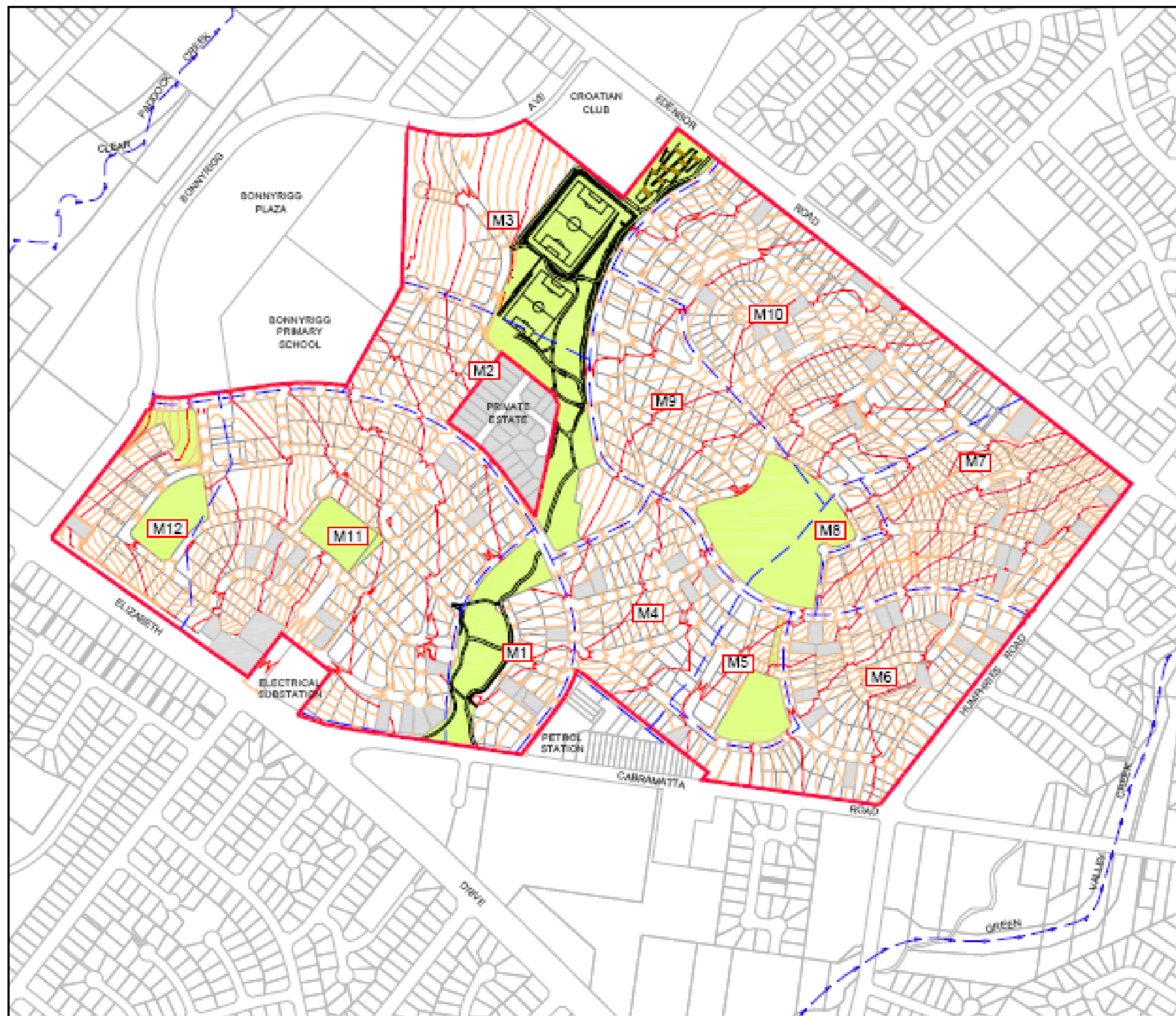
Children play equipment with
perimeter bike circuit and
shade planting

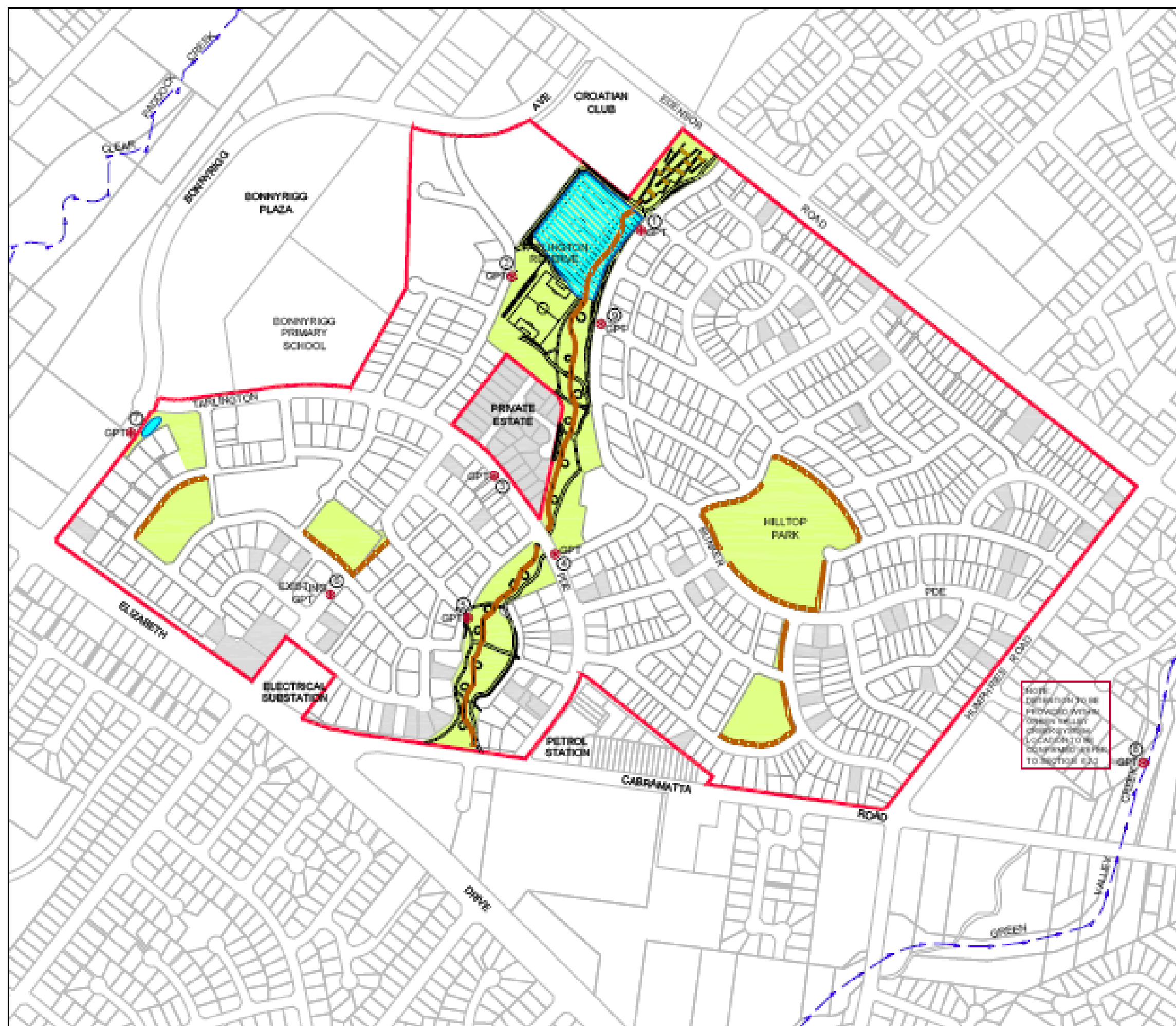
Trees to be strategically
positioned around
playground to provide shade

Strategically placed timber
bollards and groupings
of trees and shrubs in no
mow zones





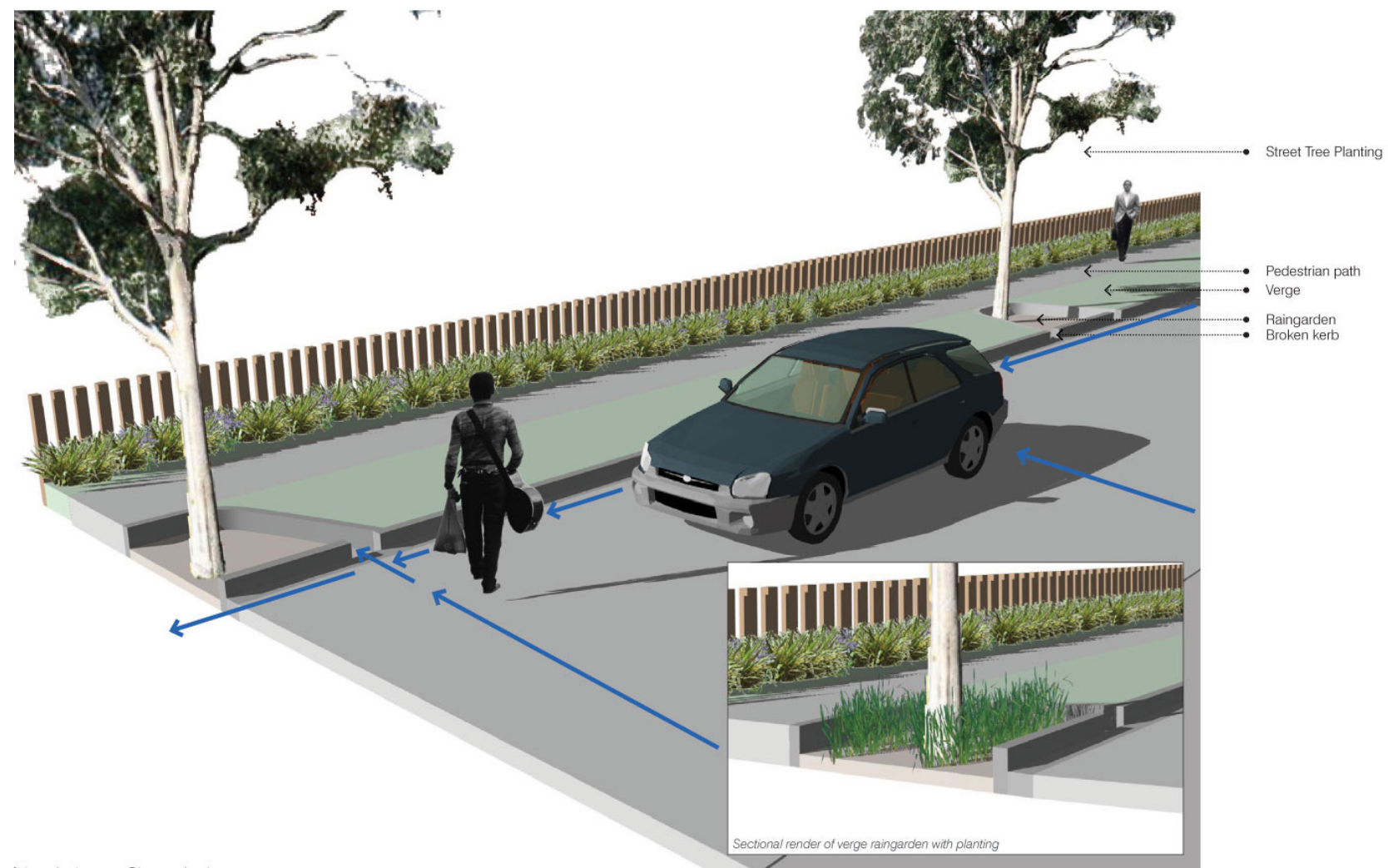








raingarden between formal parking - Diagram showing water movement



raingarden in verge - Diagram showing water movement

Example Raingardens

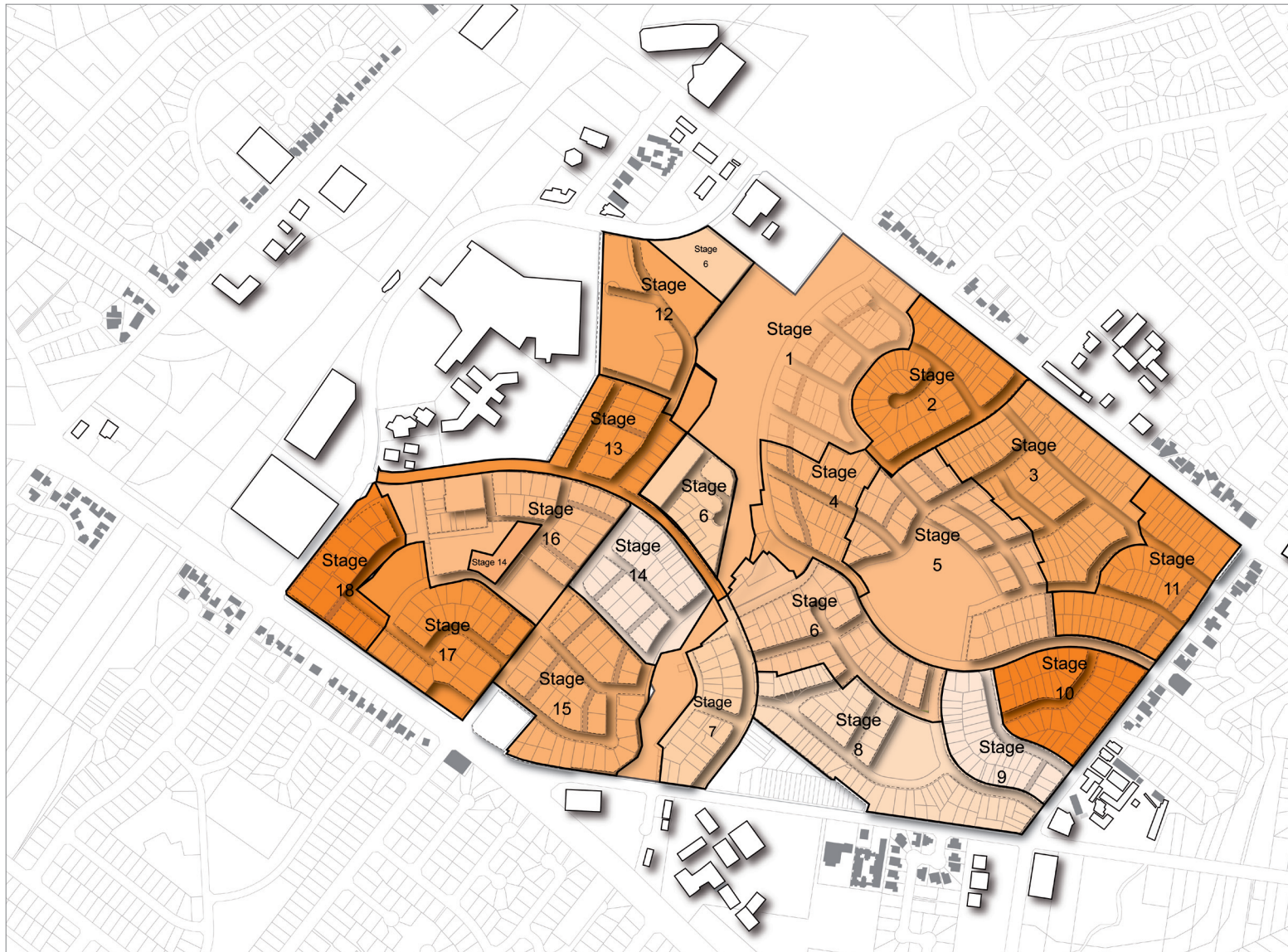


- Macrophyte Planting
- Bioretention medium
- Minimum 300 x 300 boulders
- Boulder footing
- Spade edge to vegetation buffer zone



- Spade edge to vegetation buffer zone
- Native buffer macrophyte mix
- Minimum 300 x 300 boulders
- Native macrophyte mix in creek line
- Bioretention medium

Appendix B Staged Development Plan



INDICATIVE STAGE	INDICATIVE DWELLING YIELD
1	106
2	110
3	160
4	64
5	165
6	171
7	94
8	116
9	57
10	96
11	109
12	320
13	100
14	145
15	120
16	230
17	94
18	75