

DEED OF VARIATION

Dated 28 January 2022

BETWEEN Newcastle City Council ABN 25 242 068 129 (**Council**)

AND Hunter and Central Coast Development Corporation ABN 94 688 782 063
(**HCCDC**)

BACKGROUND

- A. The Council and HCCDC entered into a Development Levy Deed of Agreement dated 30 October 2019 (**DLDA**), which commits HCCDC to undertake works on behalf of Council, subject to the terms of the DLDA.
- B. The Council has proposed changes to its development contributions framework that will see residential developments in the Honeysuckle area charged s7.11 contributions rather than s7.12 levies.
- C. Accordingly, the parties wish to vary the DLDA to reflect the new development contributions framework, in accordance with the terms of this Deed.

THE PARTIES AGREE AS FOLLOWS:

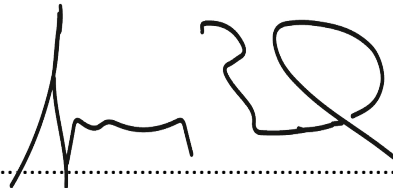
- 1. On and from 1 January 2022 the DLDA is varied in accordance with the amendments indicated in Schedule 1 and the DLDA will operate as amended from that date.
- 2. Subject to the amendments indicated in Schedule 1, the parties each affirm and confirm the ongoing effect of the DLDA.
- 3. The parties agree that this deed may be signed electronically in accordance with the *Electronic Transactions Act 2000* (NSW). A signed copy of this deed transmitted by email or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original executed copy of this deed for all purposes.
- 4. This deed will be governed by the laws of the State of New South Wales and the parties submit to the exclusive jurisdiction of the courts of New South Wales.

Executed as a deed

Signed, sealed and delivered by [Jeremy Bath], Chief Executive Officer and authorised representative for **Newcastle City Council** ABN 25 242 068 129 in accordance with a resolution dated [27 August 2019]:



Signature of Witness*



Signature of Authorised Representative

Amy R Leach

Print name of Witness

*By signing this document, the witness states that they have witnessed the signature of the signatory over audio visual link in accordance with section 14G of the *Electronic Transactions Act 2000* (NSW)

Signed, sealed and delivered by Anita)
Mitchell as authorised representative for)
Hunter and Central Coast Development)
Corporation ABN 94 688 782 063 who)
warrants that they are duly authorised to)
execute this document on behalf of)
Hunter and Central Coast Development)
Corporation in the presence of:)



.....

Signature of Witness*

Kelly O'Rourke

.....

Print name of Witness



.....

Signature of Authorised Representative

*By signing this document, the witness states that they have witnessed the signature of the signatory over audio visual link in accordance with section 14G of the *Electronic Transactions Act 2000* (NSW)

Schedule 1

Development Levy Deed of Agreement

Newcastle City Council

ABN 25 242 068 129

Hunter & Central Coast Development Corporation

ABN 94 688 782 063

Contents

Parties	1		
Preliminaries	1		
Operative part	1		
1	<i>Definitions</i>	1	
2	<i>Interpretation</i>	3	
3	<i>Operation</i>	4	
	3.1	Effective Date	4
4	<i>HFA Works</i>	4	
	4.1	HCCDC to carry out HFA Works at its cost	4
	4.2	Further agreement on HFA Works and Public Land	4
5	<i>Contributions</i>	4	
	5.1	Payment of Future Contributions	4
	5.2	Planning Agreements	5
	5.3	Method of Payment	5
	5.4	Transfer of Public Land to third party	5
6	<i>Reconciliation</i>	5	
	6.1	Reconciliation	5
	6.2	Outstanding payments	6
7	<i>Notices</i>	6	
8	<i>Dispute resolution</i>	7	
	8.1	Dispute	7
	8.2	Notice of Dispute	7
	8.3	Dispute resolution	7
	8.4	No suspension of contractual obligations	8
9	<i>General</i>	8	
	9.1	Relationship between parties	8
	9.2	Time for doing acts	8
	9.3	Further assurances	8
	9.4	Variation	8
	9.5	No assignment	8
	9.6	Counterparts	8
	9.7	Legal expenses	8
	9.8	Late payment	9

9.9	Entire agreement	9
9.10	Invalidity	9
9.11	Waiver	9
9.12	Governing law and jurisdiction	9
10	<i>GST</i>	9
10.1	Interpretation	9
10.2	Consideration is GST exclusive	9
10.3	Gross up of consideration	10
10.4	Reimbursements	10
10.5	Tax invoices	10
10.6	Adjustment event	10
11	<i>Termination</i>	10
	Annexure A Honeysuckle Foreshore Public Domain Area and Public Domain Area	13
	Annexure B - Index of HFA Works	13

Development Levy Deed of Agreement

Date

Parties

First party

Name Newcastle City Council (**Council**)
ABN 25 242 068 129

Second party

Name Hunter & Central Coast Development Corporation
(**HCCDC**)
ABN 94 688 782 063

(collectively "**the Parties**")

Preliminaries

- A. Council collects development contributions and levies under the *Environmental Planning and Assessment Act 1979 (Act)* in accordance with the *City of Newcastle Section 7.11 Development Contributions Plan 2021-2036* and the *City of Newcastle Section 7.12 Development Contributions Plan* (together, the **Contributions Plans**).
- B. Development contributions are collected under section 7.11 of the Act and levies are collected under section 7.12 of the Act.
- C. The Contributions Plans identify the purposes for which the contributions and levies are required and collected by Council. The money collected (**Contribution Money**) is required to be spent in accordance with the Contributions Plans.
- D. Council and HCCDC have agreed that HCCDC will undertake the works listed in Annexure B to this Deed (being the Honeysuckle Public Domain Works listed in the Section 7.12 Plan as at the date of this Deed) on behalf of Council. In return, Council will transfer 80% of the Honeysuckle Contribution to HCCDC. (**Agreement**)
- E. This Deed sets out the terms of the agreement.

Operative part

1 Definitions

In this Deed, unless the context indicates a contrary intention:

Act means the *Environmental Planning and Assessment Act 1979 (NSW)*;

Business Day means a day on which banks are open for general banking business in Sydney, excluding Saturdays and Sundays;

Completion Notice means a notice setting out that the HFA Works or part thereof are complete;

Consent means:

- (a) a development consent (including a complying development certificate) issued under Part 4 of the Act; and
- (b) where appropriate, any Project Approval issued under the now repealed Part 3A of the Act,

for any Development located within the Honeysuckle Foreshore Area;

Contributions Plans means, together the Section 7.11 Plan and the Section 7.12 Plan that both commence on 1 January 2022 and includes any amendment, or supplement to, or replacement of those Contributions Plans;

Dedication Framework means the agreement between the parties setting out the terms applicable to the design, delivery, ownership and maintenance of the HFA Works dated 30 October 2019.

Deed means this document.

Development has the same meaning as in the Act;

Honeysuckle Contribution means a monetary contribution or levy paid since 5 June 2019 in accordance with a condition of Consent for development in the HFA imposed under section 7.11 (formerly section 94) or section 7.12 (formerly section 94A) of the Act;

Honeysuckle Foreshore Area or HFA means the land shown as the Honeysuckle Foreshore Public Domain Area within the boundaries marked with blue lines as set out in the topographical map at Annexure A to this Deed, which is the same as the area in Figure 3 of the Section 7.12 Plan.

HFA Works means all those works required to develop and deliver the works on or connected to the HFA as per Annexure B to this Deed, which may include survey, design, engineering, demolition, earthworks, remediation, relocation of utilities, construction works and construction of sea walls.

Interest Rate means the rate equivalent to the average bid rate for a one-year term displayed on the Reuters screen BBSY page at or about 10.15am (Sydney time) on the first day from which interest is to apply, plus 2% per annum;

Party means a party to this Deed.

Planning Agreement means a planning agreement as defined in section 7.4 of the Act;

Public Land means the land on which the HFA 3 Works will be located;

Reconciliation means the reconciliation carried out by HCCDC in accordance with clause 6.1(b) of this Deed;

Regulation means the *Environmental Planning and Assessment Regulation 2000*;

Section 7.11 Plan means the *City of Newcastle Section 7.11 Development Contributions Plan 2021-2036*; and

Section 7.12 Plan means the *City of Newcastle Section 7.12 Development Contributions Plan*.

2 Interpretation

In this Deed, unless the context indicates a contrary intention:

- (a) **(documents)** a reference to this Deed or another document includes any document which varies, supplements, replaces, assigns or novates this Deed or that other document;
- (b) **(references)** a reference to a party, clause, paragraph, schedule or annexure is a reference to a party, clause, paragraph, schedule or annexure to or of this Deed;
- (c) **(headings)** clause headings and the table of contents are inserted for convenience only and do not affect interpretation of this Deed;
- (d) **(person)** a reference to a person includes a natural person, corporation, statutory corporation, partnership, the Crown and any other organisation or legal entity and their personal representatives, successors, substitutes (including persons taking by novation) and permitted assigns;
- (e) **(party)** a reference to a party to a document includes that party's personal representatives, executors, administrators, successors, substitutes (including persons taking by novation) and permitted assigns;
- (f) **(requirements)** a requirement to do any thing includes a requirement to cause that thing to be done, and a requirement not to do any thing includes a requirement to prevent that thing being done;
- (g) **(including)** including and includes are not words of limitation, and a list of examples is not limited to those items or to items of a similar kind;
- (h) **(corresponding meanings)** a word that is derived from a defined word has a corresponding meaning;
- (i) **(singular)** the singular includes the plural and vice-versa;
- (j) **(gender)** words importing one gender include all other genders;
- (k) **(parts)** a reference to one or more things includes each part and all parts of that thing or group of things but nothing in this clause implies that part performance of an obligation constitutes performance of that obligation;
- (l) **(rules of construction)** neither this Deed nor any part of it is to be construed against a party on the basis that the party or its lawyers were responsible for its drafting;
- (m) **(legislation)** a reference to any legislation or provision of legislation includes all amendments, consolidations or replacements and all regulations or instruments issued under it;
- (n) **(time and date)** a reference to a time or date in connection with the performance of an obligation by a party is a reference to the time and date in Sydney, Australia, even if the obligation is to be performed elsewhere;
- (o) **(joint and several)** an agreement, representation, covenant, right or obligation:
 - (i) in favour of two or more persons is for the benefit of them jointly and severally; and
 - (ii) on the part of two or more persons binds them jointly and severally;

- (p) (**writing**) a reference to a notice, consent, request, approval or other communication under this Deed or an agreement between the parties means a written notice, request, consent, approval or agreement;
- (q) (**replacement bodies**) a reference to a body (including an institute, association or authority) which ceases to exist or whose powers or functions are transferred to another body is a reference to the body which replaces it or which substantially succeeds to its power or functions;
- (r) (**Australian currency**) a reference to dollars or \$ is to Australian currency;
- (s) (**month**) a reference to a month is a reference to a calendar month;
- (t) (**year**) a reference to a year is a reference to twelve consecutive calendar months.

3 Operation

3.1 *Effective Date*

This Deed takes effect on the date on which it is made.

3.2 *Termination of previous deed*

If and to the extent that the Deed of Agreement between Newcastle City Council and HCCDC (then known as Honeysuckle Development Corporation) dated 10 March 2004 (Initial Deed) still has legal effect on the date of this Deed, the parties:

- (a) agree that by making this Deed that the Initial Deed is terminated and has no further force or effect; and
- (b) release each other in respect to any current or future claims arising from the Initial Deed; and
- (c) acknowledge and agree that this Deed may be pleaded as a complete defence to any legal proceeding arising between the parties under the Initial Deed.

4 HFA Works

4.1 *HCCDC to carry out HFA Works at its cost*

Subject to clause 5.1:

- (a) HCCDC agrees to carry out, or procure the carrying out of, the HFA Works to at least the minimum value outlined in the table in Annexure B; and
- (b) subject to clause 5.4, as between Council and HCCDC, all costs of the HFA Works must be borne by HCCDC.

4.2 *Dedication Framework*

- (a) HCCDC and Council agree that the terms of the Dedication Framework will apply to the design, delivery, ownership and maintenance of the HFA Works.

5 Contributions

5.1 *Payment of Future Contributions*

Council will pay to HCCDC on a quarterly basis an amount equalling 80% of Honeysuckle Contributions received by Council during the immediately preceding quarter. When Council makes the first payment to HCCDC under this Deed, it must pay

HCCDC 80% of Honeysuckle Contributions received from 5 June 2019 to 30 September 2019.

5.2 *Planning Agreements*

Council must not enter into a Planning Agreement relating to any Development within the Honeysuckle Foreshore Area without the prior written agreement of HCCDC.

5.3 *Method of Payment*

Any money required to be paid to a party under this Deed must be transferred by electronic funds transfer to an account specified by the party entitled to receive the payment.

5.4 *Transfer of Public Land to third party*

Nothing in this Deed prevents HCCDC from transferring the Public Land to a third party, provided that HCCDC first procures the execution by the third party of all necessary documents in favour of Council by which that third party agrees to deliver the HFA Works and the Public Land to Council on the same or similar terms as set out in this Deed and the Dedication Framework.

5.5 *Repayment of funds*

- (a) Within three (3) months of completing the HFA Works in their entirety, HCCDC will calculate:
 - (i) the total amount received by HCCDC from Council pursuant to clause 5.1 above; and
 - (ii) the total amount spent by HCCDC on the HFA Works;
 - (iii) the **Excess Amount** (if any), being the difference between the amounts in clause 5.5(a)(i) and 5.5(a)(ii) above.
- (b) If there is any Excess Amount, the parties shall discuss in good faith if the Excess Amount can be spent by HCCDC on other public works programs in HFA.
- (c) If the parties agree that the Excess Amount cannot be spent by HCCDC on other public works programs in HFA, HCCDC will promptly repay the Excess Amount to Council.

6 Reconciliation

6.1 *Reconciliation*

- (a) On each annual anniversary of this Deed, Council will provide to HCCDC a record of all Honeysuckle Contributions it received in the preceding 12 months (**Record**).
- (b) Within 10 Business Days of receiving the record required by clause 6.1(a), HCCDC will prepare and provide to Council a reconciliation showing:
 - (i) all Honeysuckle Contributions received by Council;
 - (ii) the amounts paid by Council to HCCDC under this Deed for the period documented in the Record; and
 - (iii) a summary of the current status of the HFA Works; and
 - (iv) an account of the amount spent to date by HCCDC on the HFA Works.

(c) The Record and Reconciliation is a form of Notice under clause 7.

6.2 *Outstanding payments*

If the Reconciliation shows that any payment required under clause 5 of this Deed remains outstanding, Council must pay the required amount to HCCDC within 21 Business Days of receiving the Reconciliation.

7 Amendments to Contributions Plans

7.1 The parties acknowledge that the Council or the Parliament may from time to time amend the Contributions Plans for any purpose.

7.2 If the Contributions Plans (or either of them) is amended by the Council or the Parliament, the Council will give notice to HCCDC within 10 Business Days of such amendment if the amendments affect the rights or obligations of a party under this Deed.

7.3 As soon as practicable after a notice under clause 7.2 is given, the parties will amend this Deed, should it be so required, in good faith, in accordance with the principles of this Deed (In particular, as outlined in the Background to this Deed), and in line with the amendment to the Plans.

7.4 If, within 20 Business Days after a notice is given under clause 7.2, the parties have not agreed on the amendments under clause 7.3, the dispute resolution procedure in clause 9 will apply with any Arbitrator appointed under clause 9 required to take into account all relevant matters, which include the following matters:

- (a) The obligations and powers of each party under section 7.11 and section 7.12 of the Act; and
- (b) The words completed by HCCDC as at the date of the amendment the subject of the notice given under clause 7.2; and
- (c) All Honeysuckle Contributions allocated and paid under this Deed as at the date of the amendment the subject of the notice given under clause 7.2.

8 Notices

Any notice given under or in connection with this Deed (**Notice**):

- (a) must be in writing and signed by a person duly authorised by the sender;
- (b) must be addressed as follows and delivered to the intended recipient by hand, by prepaid post to the address below, or by electronic mail to the email address below, or at the address or email address last notified by the intended recipient to the sender after the date of this Deed:

(i) to Newcastle City Council: PO Box 489, Newcastle NSW 2300
Email: mail@ncc.nsw.gov.au
Attention: The Chief Executive Officer;

(ii) to Hunter and Central Coast Development Corporation: PO Box 813, Newcastle NSW 2300
Email: HCCDC@HCCDC.nsw.gov.au
Attention: The Chief Executive;

- (c) is taken to be given and made:
 - (i) in the case of hand delivery, when delivered;
 - (ii) in the case of delivery by post, six Business Days after the date of posting (if posted to an address in the same country) or ten Business Days after the date of posting (if posted to an address in another country); and
 - (iii) if delivered by electronic mail, subject to paragraph (d), at the time the email containing the Notice left the sender's email system, unless the sender receives notification that the email containing the Notice was not received by the recipient; and
- (d) if under paragraph (c) a Notice would be taken to be given or made on a day that is not a Business Day in the place to which the Notice is sent, or later than 5 pm (local time), it is taken to have been given or made at 9 am on the next Business Day in that place.

9 Dispute resolution

9.1 *Dispute*

If an issue, dispute or difference between or among any of the parties arises out of, or in relation to, this Deed or its subject matters (**Dispute**), a party to the Dispute (**Disputant**) must not commence any proceedings in any court or tribunal, relating to the Dispute unless the Disputants have complied with this clause except where a Disputant seeks urgent injunctive or declaratory relief.

9.2 *Notice of Dispute*

A Disputant may give written notice (**Notice of Dispute**) to the other Disputant specifying:

- (a) the nature of the Dispute;
- (b) the alleged basis of the Dispute; and
- (c) the position which the Disputant issuing the Notice of Dispute believes is correct.

9.3 *Dispute resolution*

If the Disputants do not agree within 10 Business Days after the last date on which a Notice of Dispute is given (or within another period agreed in writing by them) about:

- (a) the dispute resolution technique (e.g. expert determination) and procedures to be adopted;
- (b) the timetable for all steps in those procedures; and
- (c) the selection and compensation of the independent person required for such technique,

the Disputants must mediate the Dispute in accordance with the mediation rules of the Law Society of New South Wales applicable at the time of the Dispute, and the President of the Law Society of New South Wales / President of IAMA, or the President's nominee will select the mediator and determine the mediator's remuneration.

9.4 *No suspension of contractual obligations*

Subject to any injunctive or declaratory order obtained under clause 9.1, the referral to, or undertaking of, a dispute resolution process under this clause 9 does not suspend the parties' obligations under this Deed.

10 **General**

10.1 *Relationship between parties*

- (a) Nothing in this Deed:
 - (i) constitutes a partnership between the parties; or
 - (ii) except as expressly provided, makes a party an agent of another party for any purpose.
- (b) A party cannot in any way or for any purpose:
 - (i) bind another party; or
 - (ii) contract in the name of another party.
- (c) If a party must fulfil an obligation and that party is dependent on another party, then that other party must do each thing reasonably within its power to assist the other in the performance of that obligation.

10.2 *Time for doing acts*

- (a) If the time for doing any act or thing required to be done or a notice period specified in this Deed expires on a day other than a Business Day, the time for doing that act or thing or the expiration of that notice period is extended until the following Business Day.
- (b) If any act or thing required to be done is done after 5 pm on the specified day, it is taken to have been done on the following Business Day.

10.3 *Further assurances*

Each party must promptly execute all documents and do all other things reasonably necessary or desirable to give effect to the arrangements recorded in this Deed.

10.4 *Variation*

A provision of this Deed can only be varied by a later written document executed by or on behalf of all parties.

10.5 *No assignment*

Subject to clause 5.4, a party cannot assign or otherwise transfer its rights under this Deed without the prior written consent of the other party.

10.6 *Counterparts*

This Deed may be executed in any number of counterparts. All counterparts taken together constitute one instrument.

10.7 *Legal expenses*

Each party must pay its own legal costs and disbursements in connection with the negotiation, preparation, execution and carrying into effect of this Deed.

10.8 *Late payment*

If any amount payable under this Deed by a party (**Payor**) to the other party (**Payee**) becomes overdue by more than one month, then without prejudice to all other remedies available to the Payee, the Payor must pay interest on the outstanding amount charged at the Interest Rate, from (but excluding) the date the amount became payable until the date it is paid.

10.9 *Entire agreement*

Subject to the Dedication Framework, the contents of this Deed constitute the entire agreement between the parties and supersede any prior negotiations, representations, understandings or arrangements made between the parties regarding the subject matter of this Deed, whether orally or in writing.

10.10 *Invalidity*

- (a) A word or provision must be read down if:
 - (i) this Deed is void, voidable, or unenforceable if it is not read down;
 - (ii) this Deed will not be void, voidable or unenforceable if it is read down; and
 - (iii) the provision is capable of being read down.
- (b) A word or provision must be severed if:
 - (i) despite the operation of paragraph (a), the provision is void, voidable or unenforceable if it is not severed; and
 - (ii) this Deed will be void, voidable or unenforceable if it is not severed.
- (c) The remainder of this Deed has full effect even if clause 10.10(b)(i) or (ii) applies.

10.11 *Waiver*

A right or remedy created by this Deed cannot be waived except in writing signed by the party entitled to that right. Delay by a party in exercising a right or remedy does not constitute a waiver of that right or remedy, nor does a waiver (either wholly or in part) by a party of a right operate as a subsequent waiver of the same right or of any other right of that party.

10.12 *Governing law and jurisdiction*

- (a) The laws applicable in New South Wales govern this Deed.
- (b) The parties submit to the non-exclusive jurisdiction of the courts of New South Wales and any courts competent to hear appeals from those courts.

11 GST

11.1 *Interpretation*

Words or expressions used in this clause 11 which are defined in the *A New Tax System (Goods and Services Tax) Act 1999* (Cth) have the same meaning in this clause.

11.2 *Consideration is GST exclusive*

Any consideration to be paid or provided for a supply made under or in connection with this Deed, unless specifically described in this Deed as "GST inclusive", does not include an amount on account of GST.

11.3 *Gross up of consideration*

Despite any other provision in this Deed, if a party (**Supplier**) makes a supply under or in connection with this Deed on which GST is imposed (not being a supply the consideration for which is specifically described in this Deed as “GST inclusive”):

- (a) the consideration payable or to be provided for that supply under this Deed but for the application of this clause (**GST Exclusive Consideration**) is increased by, and the recipient of the supply (**Recipient**) must also pay to the Supplier, an amount equal to the GST payable by the Supplier on that supply; and
- (b) the amount by which the GST Exclusive Consideration is increased must be paid to the Supplier by the Recipient without set off, deduction or requirement for demand, at the same time as the GST exclusive consideration is payable or to be provided.

11.4 *Reimbursements*

If a payment to a party under this Deed is a reimbursement or indemnification, calculated by reference to a loss, cost or expense incurred by that party, then the payment will be reduced by the amount of any input tax credit to which that party is entitled for that loss, cost or expense.

11.5 *Tax invoices*

The Recipient need not make a payment for a taxable supply made under or in connection with this Deed until the Supplier has given the Recipient a tax invoice for the supply to which the payment relates.

11.6 *Adjustment event*

If the GST payable in relation to a taxable supply made under or in connection with this Deed varies from the additional amount paid or payable by the Recipient under clause 11.3, so that:

- (a) a further amount of GST is payable in relation to that Supply; or
- (b) a refund or credit of GST is obtained in relation to the Supply,

then the Supplier will:

- (c) provide a corresponding refund or credit to; or
- (d) be entitled to receive the amount of that variation from,
the Recipient.

Any payment, credit or refund under this clause 11.6 is taken to be a payment, credit or refund of the additional amount payable under clause 11.3. If an adjustment event occurs in relation to a taxable supply made under or in connection with this Deed, the Supplier must issue an adjustment note to the Recipient in relation to that supply within 10 Business Days after becoming aware of the adjustment.

12 **Termination**

This Deed will terminate and have no further force or effect when the parties agree in writing:

- (a) to terminate the deed; or
- (b) that all obligations under the Deed have been satisfied.

Executed as a deed

Signed, sealed and delivered by Jeremy)
Bath, Chief Executive Officer and)
authorised representative for **Newcastle**)
City Council ABN 25 242 068 129 in)
accordance with a resolution dated 27)
August 2019:)



.....
Signature of Witness

Amy R Leach
.....

Print name of Witness



.....
Signature of Authorised Representative

Signed, sealed and delivered by Anita)
Mitchell as authorised representative for)
Hunter and Central Coast Development)
Corporation ABN 94 688 782 063 who)
warrants that they are duly authorised to)
execute this document on behalf of)
Hunter and Central Coast Development)
Corporation in the presence of:)

.....
Signature of Witness

.....
Signature of Authorised Representative

.....
Print name of Witness



Annexure B - Index of HFA Works

Category	Project		Financial Year					
	Location	Works	2019/2020	2020/2021	2021/2022	2022/2023	2023/2024	2024/2025
Open space and recreation	Honeysuckle Foreshore	Delivery of Tree of Knowledge Park Stage 2					1,200,000 - \$1,500,000	\$3,800,000 - \$4,500,000
Open space and recreation	Honeysuckle Foreshore	Delivery of Honeysuckle waterfront promenade			\$2,500,000 - \$2,700,000	\$500,000 - \$600,000	\$1,200,000 - \$1,300,000	\$800,000 - \$900,000
Open space and recreation	Honeysuckle Foreshore	Opening and landscaping of Cottage Creek as open space		\$2,400,000 - \$2,800,000	\$1,700,000 - \$1,900,000	\$1,100,000 - \$1,300,000	\$600,000 - \$700,000	
Public Domain Works	Honeysuckle Drive	Replacement of bridge deck over Cottage Creek to improve flood conveyance		\$2,500,000				
Open space and recreation	Honeysuckle Foreshore	Delivery of Worth Place Park West		\$3,600,000	\$900,000	\$200,000		
Total		\$23,000,000 - \$25,400,000		\$8,500,000 (min) - \$8,900,000 (max)	\$5,100,000 (min) - \$5,500,000 (max)	\$1,800,000 (min) - \$2,100,000 (max)	\$3,000,000 (min) - \$3,500,000 (max)	\$4,600,000 (min) - \$5,400,000 (max)