

**Senate Finance and Public Administration Legislation Committee**

**ANSWERS TO QUESTIONS ON NOTICE**

**Finance and Administration Portfolio**

**Department of Finance and Administration**

Budget Estimates Hearings 2003-04 – 28 & 29 May 2003

**Question: F32**

**Outcome 2, Output 2.2.1**

**Topic: Georges River Footbridge**

**Hansard Page: F&PA 380**

**Senator Forshaw asked:**

The advice I have – and I am trying to verify this – is that the bridge was closed about 13 July 2001.

**Mr Jackson** – If you have the document in front of you I would not contradict that point.

**Senator Forshaw** – This is advice I have received from residents.

**Mr Jackson** – That can be confirmed

**Senator Forshaw** – Yes, please do.

**Answer:**

The bridge was closed to the public on 13 July 2001.

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**Question: F33**

**Outcome 2, Output 2.2.1**

**Topic: Voyager Point to East Hills Footbridge, Sydney NSW**

**Hansard Page: F&PA 383**

*Forshaw*

**Senator Faulkner asked:**

(Senator Forshaw) What they were after was having the footbridge replaced. Didn't the Commonwealth take the position initially that it would do something less than meet the full cost of that bridge and, subsequently, after some months, eventually agree to meet all the costs? Is that true or not?

(Mr Jackson) As set of legally drafted document – you have draft 1, draft 2 and draft 3, which is the final one – may evolve through and reflect the various states of negotiations at the time. As I mentioned, there were discussions and suggestions from one of the councils that they have the bridge attached to the rail bridge further down. That was not like for like and may have been substantially more expensive. Therefore, the Commonwealth would not have met the full costs of that; it would have contributed to the costs of that. The deed at the time may have reflected that, and I would have to take that on notice to check exactly what the status was.

**Answer:**

In preparing the Heads of Agreement between the Commonwealth and the Liverpool and Bankstown City Councils, an initial draft agreement was provided to the Councils on 4 October 2002 at which time the preliminary design had been agreed.

The Heads of Agreement sought to distribute the responsibility for the costs associated with the operation, maintenance and repair of the footbridge which previously sat solely with the Commonwealth as identified in Recital A of the Draft Heads of Agreement, between the Commonwealth and the respective Councils during the repair process and past transfer of ownership.

In using the term 'contribute' when describing the cost of replacing the bridge in Recital E, the Commonwealth was taking the position that it would only agree to the cost of replacing the bridge on a like-to-like basis.

The final Heads of Agreement executed on 11 March 2003 reflected the position and included a number of drafting revisions from the initial document, including the deletion of the word 'contribute'.

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**ANSWERS TO QUESTIONS ON NOTICE**

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Budget Estimates Hearings 2003-04 – 28 & 29 May 2003

**Question: F34**

**Outcome 2, Output 2.2.1**

**Topic: Georges River Footbridge**

**Hansard Page: F&PA 383**

**Senator Forshaw asked:**

The position that was adopted by council in its first draft agreement was taken after the concept design for the new bridge had been completed – replacing the existing footbridge, not some alternative structure further down the river.

**Mr Jackson:** Just to clarify, you said the draft agreement prepared by the council reflected that situation.

**Senator Forshaw** – No, the draft heads of agreement that was submitted to the council – the first draft – was subsequent to the concept design having been prepared to put in the new footbridge. So it has nothing at all to do with some alternative proposition that may have been floated at the time by one of the councils. We are talking about the bridge that is going to be built now and that was always in contemplation.

**Mr Jackson** – I would have to check the date of that first draft agreement that you have – you have that as an advantage over me. I am happy to advise further on that if the two dates correspond.

**Answer:**

The first draft Heads of Agreement was issued for consideration on 3 October 2002. This was issued after the tender for a design and construction contract had been completed and a preferred tenderer selected. The final Heads of Agreement was signed on 11 March 2003. The Commonwealth's intention was always to fully fund the repair or replacement of the footbridge to perform the same function as the existing bridge. The only circumstance where the Commonwealth would not have agreed to fully fund the replacement of the bridge would have been if the Bankstown City Council and Liverpool City Council had insisted on the construction of a bridge that performed an increased or different function.