

## Schedule B1

### Electronic Ticketing System and Interface

#### PART 1

(Clause 9.14)

#### 1. DEFINITIONS

In this Schedule:

**ETS Program** means the ETS delivery schedule to be agreed between TfNSW and OpCo as part of the overall Delivery Program and referred to in clause 3.1(b).

**ETS Requirements** means the requirements stated in this Schedule B1 (*Electronic Ticketing System and Interface*) and this deed, including SPR Appendix 24 (*Ticketing System Support Infrastructure*) and SPR Appendix 39 (*Operations and Customer Service Requirements*).

**OpCo ETS Works** means all works OpCo is required to carry out to facilitate installation of the ETS under:

- (a) clauses 2 to 5 of this Schedule B1 (*Electronic Ticketing System and Interface*); and
- (b) the SPR, including SPR Appendix 24 (*Ticketing System Support Infrastructure*).

**TfNSW ETS Activities** means the activities of TfNSW and/or the ETS Contractors relating to the installation, testing, commissioning, operation, replacement, inspection, repair and maintenance of the ETS.

#### 2. COORDINATION AND REPRESENTATION

- (a) OpCo must appoint a representative to coordinate and deal with matters relating to the ETS and the ETS Contractors.
- (b) The representative referred to in clause 2(a) must attend meetings relating to the ETS as requested by TfNSW. OpCo acknowledges that this may include regular meetings between TfNSW and OpCo and also working group meetings with the ETS Contractors and others.
- (c) OpCo acknowledges that:
  - (i) the ETS Contractors will perform part of the TfNSW ETS Activities upon the SLR Site at the same time as OpCo;
  - (ii) OpCo's Activities will interface with the TfNSW ETS Activities;
  - (iii) TfNSW and the ETS Contractors will be executing work on parts of the SLR Site, or adjacent to the SLR Site, at the same time as OpCo is performing OpCo's Activities; and
  - (iv) TfNSW may require OpCo to provide program information to it to coordinate TfNSW ETS Activities with the SLR Works, and this must be provided in a timely manner by OpCo.
- (d) OpCo must perform OpCo's Activities so as to minimise any interference with or disruption or delay to the TfNSW ETS Activities.

- (e) OpCo must promptly advise TfNSW's Representative of all matters arising out of the interface between OpCo and the ETS Contractors that may have an adverse effect upon OpCo's Activities or TfNSW ETS Activities.
- (f) OpCo must use its best endeavours to resolve any issues in relation to the ETS, the OpCo ETS Works and the TfNSW ETS Activities, and work closely and iteratively, with TfNSW to achieve the best solution to issues.
- (g) OpCo must obtain all information and direction from TfNSW.
- (h) OpCo is not entitled to make, and TfNSW and the State will not be held liable against, any Claim against TfNSW or the State arising out of, or in any way in connection with a direction, information, or representation by the ETS Contractors.

### 3. ETS PROGRAM AND ACCESS

#### 3.1 ETS Program

- (a) Without limiting clause 3.2 (*Provision of access*), OpCo must cooperate and work with TfNSW and the ETS Contractors regarding access to personnel, the SLR Works and the SLR for all TfNSW ETS Activities.
- (b) OpCo must prepare and finalise the ETS Program, as part of the SLR Delivery Program, in conjunction with TfNSW and the ETS Contractors. All activities associated with the ETS must comply with the SPR and the ETS Program, as updated from time to time. OpCo must ensure that the ETS Program includes all interactions between OpCo, TfNSW and the ETS Contractors, and all actions, relating to the ETS. OpCo must coordinate the TfNSW ETS Activities, and must incorporate into the ETS Program time constraints for the TfNSW ETS Activities as notified by TfNSW. OpCo and TfNSW will meet as required to finalise and agree the ETS Program.
- (c) OpCo must carefully coordinate and interface OpCo's Activities with the TfNSW ETS Activities for this purpose:
  - (i) make proper allowance in the Delivery Program for the TfNSW ETS Activities;
  - (ii) monitor the progress of the TfNSW ETS Activities;
  - (iii) notify TfNSW's Representative of any interface or sequence of activities that may affect the commencement, progress or completion of any stage and provide suggestions to recover any time that might be lost as a result;
  - (iv) provide TfNSW Representative with sufficient information about current and expected OpCo's Activities in order to assist TfNSW and the ETS Contractors to coordinate the TfNSW ETS Activities with OpCo's Activities;
  - (v) provide TfNSW and the ETS Contractors with any information or assistance reasonably required by TfNSW to assist the ETS Contractors to carry out TfNSW's ETS Activities; and
  - (vi) work in accordance with the Interface Management Plan.
- (d) OpCo must at all times be responsible for coordinating OpCo's Activities, including work sequencing, construction methods, safety and industrial relations matters with those affecting, and influenced by, the ETS Contractors' personnel and work.



**3.2 Provision of access**

- (a) In addition to the access rights and obligations in clause 9 (*OpCo's general obligations*) of the Operative Provisions, OpCo must provide TfNSW and the ETS Contractors with access to personnel, the SLR Site, the SLR Works and the SLR in accordance with:
  - (i) the ETS Program; and
  - (ii) the ETS Access Protocols for the purpose of all activities associated with the ETS, including installing, testing, commissioning, operating, maintaining, replacing, upgrading, inspecting or repairing the ETS.
- (b) Without limiting its obligations under clause 9 (*OpCo's general obligations*) of the Operative Provisions, OpCo must provide site access training for TfNSW and the ETS Contractors, which training is to include general and site specific information relating to the SLR Site, including details of delivery locations and storage facilities, safe working in a rail environment and toolbox safety talk.
- (c) OpCo must at all times:
  - (i) permit TfNSW and the ETS Contractors to execute the TfNSW ETS Activities on the applicable parts of the SLR Site or any adjacent property to the SLR Site at the same time as OpCo is performing OpCo's Activities and for this purpose ensure they have safe, clean and clear access to those parts of the SLR Site, or property adjacent to the SLR Site, required by them for the purpose of carrying out their work; and
  - (ii) take all necessary precautions to ensure that the SLR Works, Temporary Works and other improvements on the SLR site are protected from accidental damage by the ETS Contractors and provide means of receiving, storing and protecting goods and ETS Equipment.
- (d) OpCo must comply with the ETS Requirements and reasonable directions provided by TfNSW from time to time in relation to OpCo's interface and interaction with TfNSW and the ETS Contractors in relation to the ETS.

**4. DESIGN**

- (a) OpCo must design the SLR Works so as to be fully compatible with the ETS, including the preparation of Design Documentation which complies with the requirements of this deed including SPR Appendices 24 (*Ticketing System Support Infrastructure*) and 39 (*Operations and Customer Service Requirements*). In particular, OpCo must ensure that the design of the CSELR Stops takes into account the matters relating to the ETS in accordance with the SPR.
- (b) A schedule of the quantities of ETS Equipment to be provided by TfNSW is listed in Part 2 of this Schedule B1 (*Electronic Ticketing System and Interface*).

**5. INSTALLATION, TESTING AND COMMISSIONING OF THE ETS**

- (a) OpCo must perform OpCo's Activities relating to the OpCo ETS Works in accordance with the ETS Requirements.
- (b) Subject to clause 5(a), TfNSW will ensure that the ETS is installed, tested and commissioned in accordance with the ETS Program.

- (c) OpCo acknowledges that TfNSW and the ETS Contractors will not be able to commence, carry out or complete the TfNSW ETS Activities until the OpCo ETS Works have been completed, tested and commissioned in accordance with the ETS Requirements.
- (d) OpCo acknowledges that TfNSW and the ETS Contractors may conduct such testing as TfNSW determines necessary to verify that the ETS performs as required by TfNSW.
- (e) OpCo must:
  - (i) facilitate TfNSW and the ETS Contractors with the installation, testing and commissioning of the ETS Equipment by:
    - (A) fully cooperating with ETS Contractors, including providing the ETS Contractors with such assistance as may be directed by TfNSW's Representative;
    - (B) complying with obligations under this Schedule B1 (*Electronic Ticketing System and Interface*);
    - (C) coordinating and providing access in accordance with clause 3 (*ETS Program and access*); and
    - (D) providing assistance as required by TfNSW; and
  - (ii) coordinate the SLR Works with the installation, testing and commissioning of the ETS by TfNSW and the ETS Contractors at the Stops, including in accordance with the ETS Program the Delivery Program and the SPR.

**6. OPERATION AND MAINTENANCE**

- (a) OpCo must operate the ETS Equipment in accordance with the ETS Requirements.
- (b) OpCo must support revenue protection activities in accordance with clause 20.10 (*Ticketing, fare collection and revenue protection*) of the Operative Provisions.
- (c) Without limiting OpCo's obligations under the SPR, TfNSW and OpCo acknowledge that OpCo will not be responsible for:
  - (i) the provision of smartcards for the ETS, including disposable smartcards;
  - (ii) the provision of receipt paper rolls;
  - (iii) cash collection services other than as required by clause 9.25 (*Legacy Ticketing System*) of the Operative Provisions and SPR Appendix 50 (*Legacy Ticketing System*); and
  - (iv) maintenance of the ETS Equipment beyond that required by SPR Appendix 39 (*Operations and Customer Service Requirements*).
- (d) OpCo must clean the ETS Equipment in accordance with clause 20.14 (*Cleaning and presentation*) of the Operative Provisions and the SPR.
- (e) OpCo must remove Graffiti from, and rectify damage and Vandalism impacting, the ETS Equipment in accordance with clause 20.15 (*Graffiti removal and Vandalism*) of the Operative Provisions and the SPR.

- (f) OpCo must provide mains power and communications for the ETS Equipment in accordance with SPR Appendix 24 (*Ticketing System Support Infrastructure*).
- (g) OpCo must provide assistance as required by TfNSW to facilitate operation and maintenance of the ETS by TfNSW and the ETS Contractors, including cash collection services.
- (h) OpCo must undertake the operation of their ETS Activities in relation to data communications performance, rotables management, power supply performance, physical consumable performance in accordance with the requirements detailed in Attachment 1 of this Schedule B1 (*Electronic Ticketing System and Interface*).

**7. ETS AND POLICY**

- (a) OpCo acknowledges that the ETS may be modified, upgraded, removed or replaced during the Term.
- (b) Nothing in the deed will in any way limit or restrict the ability or power of TfNSW, the State or any Authority to:
  - (i) develop, install, operate and/or maintain, directly, by sub-contractors or otherwise, any fare or ticketing initiatives or systems;
  - (ii) change, extend, or deal in any way with the ETS; or
  - (iii) implement Government fare or ticketing policies.

**8. OWNERSHIP**

OpCo acknowledges that it will not own, or have any right, title or interest in, the ETS.

**9. INFORMATION AND DATA**

OpCo acknowledges that TfNSW owns all information and data in, collected by and produced by the ETS and that TfNSW may use such information and data for any purpose.

**PART 2**

ETS Equipment quantities are set out in Table 1 of Attachment 3 (*Electronic Ticketing System*) in SPR Appendix 48 (*Design Commitments*).

**Attachment 1**

**1.1 Data communications performance**

- (a) There are performance requirements for the data communication networks between the various ETS Equipment and OpCo's firewall.
- (b) Intermediate data communications units (such as access switches or gateways) provided by TfNSW or the ETS Contractors will be maintained by TfNSW or the ETS Contractors.
- (c) Intermediate data communications units (such as access switches or gateways) provided by OpCo will be maintained by OpCo.
- (d) An outage of data communication occurs whenever the capacity of the data communications falls below the required level of bandwidth including when the service is unavailable.
- (e) OpCo is responsible for the maintenance of data communications to ETS devices.
- (f) The performance requirements for OpCo related to communications of ETS Equipment are outlined in Table 1 below.

**Table 1 Communication Performance Requirements**

Responsible	Outcome Requirement	Performance
OpCo	Planned data communications outages for data communications supporting ETS Equipment	Only after end of ETS operational day and prior to the start of the subsequent ETS operational day
OpCo	Notification to TfNSW of a routine planned data communications outage for data communications supporting ETS Equipment	Minimum 10 Business Days
OpCo	Notification to TfNSW of an emergency planned data communications outage for data communications supporting ETS Equipment	Minimum 4 hours
OpCo	Notification to TfNSW of an unplanned outage incident of data communications supporting ETS Equipment	Less than 5 minutes after the start of the outage
OpCo	Availability of data communication network between any individual ETS Equipment and OpCo's firewall	No more than 1 unplanned outage of less than 4 hours duration in every 3 months.  No unplanned outages of more than 4 hours.

Responsible	Outcome Requirement	Performance
OpCo	Time taken to restore a data communication fault from time of registration of the fault	Less than 4 hours

**1.2 Power supply performance**

- (a) OpCo is responsible for Stop power supply charges, including usage and grid connection.
- (b) OpCo is responsible for the supply of cabling for power to ETS Equipment, for the maintenance of that cabling and ensuring ETS Equipment are powered.
- (c) Intermediate power supplies provided by TfNSW or Other Contractors will be maintained by TfNSW or Other Contractors.
- (d) An outage of power occurs whenever the supply of power falls below the required levels.
- (e) The performance requirements for the OpCo related to powering of ETS Equipment are outlined in Table 2 below.

**Table 2 Power performance requirements**

Responsible	Outcome Requirement	Performance
OpCo	Planned (240VAC or 24VDC) power supply outages	Only after end of ETS operational day and prior to subsequent ETS operational day
OpCo	Notification to TfNSW of a routine planned (240VAC or 24VDC) power outage for power supporting ETS Equipment	Minimum 10 Business Days
OpCo	Notification to TfNSW of an emergency planned (240VAC or 24VDC) power outage for power supporting ETS Equipment	Minimum 4 hours
OpCo	Notification to TfNSW of an unplanned outage incident of (240VAC or 24VDC) power supporting ETS Equipment	Less than 5 minutes after the start of the outage

Responsible	Outcome Requirement	Performance
OpCo	Availability of (240VAC or 24VDC) power supply to any individual piece of ETS Equipment	No more than 1 unplanned outage of less than 4 hours duration in every 3 months.  No unplanned outages of more than 4 hours
OpCo	Time taken to restore a (240VAC or 24VDC) power fault from time of registration of the fault	Less than 4 hours

**Schedule B2**

**Action in complying with Planning Approvals**

(Clauses 6.2 and 19.1)

**1. OPCO'S OBLIGATIONS IN RESPECT OF PLANNING APPROVALS**

OpCo must comply with all of the obligations, conditions and requirements of the Planning Approvals except to the extent that:

- (a) this Schedule B2 (*Actions in Complying with Planning Approvals*):
  - (i) provides that TfNSW will comply with the obligation, condition or requirement; or
  - (ii) limits OpCo's responsibility in respect of that obligation, condition or requirement;
- (b) the relevant Planning Approval contains conditions that can only be complied with prior to the date on which the Construction Site Licence commences in accordance with clause 12.1(b) of the Operative Provisions for that part of the Construction Site; or
- (c) the relevant Planning Approval conditions do not relate to OpCo's Activities.

**2. TFNSW'S OBLIGATIONS IN RESPECT OF PLANNING APPROVALS**

**2.1 General**

- (a) There are a number of approvals under the EP&A Act which will apply to OpCo's Activities. The purpose of this Schedule B2 (*Actions in Complying with Planning Approvals*) is to allocate responsibility for compliance with the conditions of those approvals.
- (b) A number of the approvals comprise the Planning Approvals.
- (c) Clause 2.3 below sets out the allocation of responsibilities for compliance in relation to the approval applying to the Light Rail extension between Wentworth Park and Lilyfield (Inner West Extension Planning Approval 1).
- (d) Clause 2.4 below sets out the allocation of responsibilities for compliance in relation to the approval applying to the Light Rail extension between Lilyfield and Dulwich Hill (Inner West Extension Planning Approval 2).
- (e) Clause 3 below sets out the allocation of responsibilities for compliance in relation to the Project Planning Approval.

**2.2 Project Planning Approval**

- (a) The planning approval for the CSELR (the Project Planning Approval) has been granted.
- (b) The Project Planning Approval incorporates by reference, the Infrastructure Approval granted by the Minister for Planning, the CBD and South East Light Rail Project Environmental Impact Statement and the CBD and South East Light Rail Project Submissions Report.



- (c) The Project Planning Approval (including the Infrastructure Approval granted by the Minister for Planning CBD and South East Light Rail Project Environmental Impact Statement and the CBD and South East Light Rail Project Submissions Report) is located at and can be downloaded from [http://majorprojects.planning.nsw.gov.au/index.pl?action=view\\_job&job\\_id=6042](http://majorprojects.planning.nsw.gov.au/index.pl?action=view_job&job_id=6042).
- (d) In relation to the Project Planning Approval, TfNSW is the Applicant and will only carry out the responsibilities identified in the tables in sections 3 and 4 below.
- (e) Where an approval condition requires that OpCo submits a document to the Secretary, OpCo must first submit a draft of that document to TfNSW in sufficient time (and in any case give TfNSW no less than 5 Business Days to review) for TfNSW to comment on the draft before it is submitted to the Secretary.
- (f) Where an approval condition requires consultation with council(s), Centennial Park and Moore Park Trust, the Australian Turf Club, the University of New South Wales, Sydney Harbour Foreshore Authority, Health Infrastructure, Sydney Trains, the Community Reference Group(s), the Business Reference Group(s) and / or the Urban Domain Reference Group(s) (as defined in the Project Planning Approval), then TfNSW will be responsible for organising the consultation with these parties, relying on advice and information provided to TfNSW by OpCo.

### 2.3 Inner West Extension Planning Approval 1

TfNSW will be responsible for complying with all the conditions of Inner West Extension Planning Approval 1, except for the following:

- (a) condition 1 in relation to operational commitments outlined as part of the project, including the implementation and maintenance of operational mitigation measures;
- (b) condition 3 in relation to the Director-General's requirements in respect of implementing measures arising from the conditions of this approval. OpCo is also required to bring to the attention of TfNSW any matter that may require further investigation, and subsequent implementing of the Director General's instructions when requested by TfNSW;
- (c) condition 7 in relation to a dispute with relevant public authorities, TfNSW will be responsible for referring the matter to the Minister. OpCo is to provide all necessary information to support TfNSW in carrying out this obligation when requested;
- (d) condition 16 in relation to the implementation and/or maintenance of the Operational Environmental Management Plan;
- (e) condition 18 in relation to rectification of any damage caused by operation of the light rail system;
- (f) condition 28, in relation to the operational aspect of the Noise and Vibration Management Procedure;
- (g) condition 35 in relation to the light rail vehicle operational restrictions;
- (h) conditions 36 and 37 in relation to the track maintenance restrictions, to the extent that OpCo is responsible for managing wheel squeal resulting from small radii bends and to the extent that OpCo will maintain the track as a "fully welded on the whole running surface..." and rail grinding by automated machines;

- (i) condition 38 in relation to maintaining compliance with operational safety approvals by the Transport Safety Bureau;
- (j) condition 49 in relation to the waste management requirements, to the extent that OpCo must maintain the Operational Environment Management Plan (OEMP) which includes a Waste Management Plan that addresses items a) to d) and includes demand for water;
- (k) condition 51 in relation to maintaining and servicing recycling receptacles;
- (l) condition 57 in relation to the open burning and incineration prohibition;
- (m) condition 60 in relation to the vegetation management requirements;
- (n) condition 61 in relation to the electromagnetic interference restrictions;
- (o) condition 63 in relation to Soil and Water Quality Management Procedures, to the extent that OpCo must maintain a Soil and Water Quality Management Plan for operations that conforms with the principles and objectives outlined;
- (p) condition 66 in relation to stormwater and wastewater systems, to the extent that stormwater drainage systems managed by OpCo must be operated and maintained to meet the requirements of relevant authorities; and
- (q) condition 69 in relation to emergency response procedures and evacuation systems testing required by the Transport Safety Bureau.

#### 2.4 Inner West Extension Planning Approval 2

TfNSW will be responsible for complying with all the conditions the Inner West Extension Planning Approval 2, except for the following:

- (a) conditions A1(a-d), A2(a) and A2(b) in relation to the operational commitments outlined as part of the project, including the implementation and maintenance of operational mitigation measures relating to operational environmental impacts;
- (b) condition A3(a) and (b) in relation to any directions from the Director-General requirements in respect of implementing conditions of this approval, to the extent that TfNSW requests that OpCo comply;
- (c) condition A6 in relation to the need to obtain, renew and comply with all relevant licences, permits and approvals;
- (d) condition A7 in relation to the pollution of water prohibition;
- (e) condition B5 in relation to any ongoing obligations as a result of the Parking Management Strategy;
- (f) condition B10 in relation to maintaining access to all properties including the existing and future bushcare sites;
- (g) condition B18 (as modified) in relation to protecting any land offset in accordance with the long-term conservation mechanism and managing any compensation site within the corridor if any offset agreement with stakeholders is not managed in accordance with the revegetation and Biodiversity Compensation and Monitoring Package;

- (h) condition B20 in relation to maintaining as much potential Long-nosed Bandicoot habitat as possible along the rail corridor at any one time;
- (i) condition B25 in relation to vegetation screening for privacy mitigation, to the extent that the proponent is responsible for maintaining the vegetation in accordance with the criteria outlined in the reports prepared to comply with this condition;
- (j) condition B26 in relation to the sustainability initiatives, to the extent that they apply to operations;
- (k) condition B28 in relation to the flood management requirements, to the extent that the study findings must be included within the Operational Environment Management Plan;
- (l) condition B31 in relation to the sediment and stormwater management requirements, to the extent that OpCo must implement all appropriate measures to prevent soil erosion and the discharge of sediments and pollutants during operations;
- (m) conditions B32 and B33 in relation to the waste disposal requirements;
- (n) condition B34 in relation to the asbestos management requirements, to the extent of discoveries during operations;
- (o) condition B36 in relation to the property damage compensation requirements, to the extent that property damage is caused directly from OpCo operations;
- (p) conditions D1, D2 D3, D4, D5 in relation to the noise management requirements, to the extent that OpCo is responsible for operating fixed facilities to meet project specific noise levels, and is responsible for operating vehicles to meet noise criteria, and implementing findings of reviews;
- (q) condition D6 in relation to implementing the operational environmental management system, in accordance with the AS/NZS ISO 14000 Environmental Management System series;
- (r) condition D7 in relation to the urban design and landscaping works, to the extent that OpCo is responsible for maintaining assets within the performance criteria specified in the Urban Design and Stop Access Plan; and
- (s) condition D8 in relation to any ongoing obligations as a result of the Operational Performance Audit Report.

**3. TABLE OF TfNSW RESPONSIBILITY IN RELATION TO THE PROJECT PLANNING APPROVAL**

**3.1 Notes**

- (a) References in the Project Planning Approval to the Lilyfield Maintenance Facility or the maintenance facility at Lilyfield are references to the Rozelle Light Rail Facility as defined in this deed.

<b>Condition No.</b>	<b>Extent of Responsibility of TfNSW</b>
A4.	All
A7	All
A13	All, in the event of a dispute between TfNSW and a public authority or the Australian Turf Club.  In the event of a dispute between OpCo (acting on behalf of the Applicant (TfNSW)) and a public authority or the Australian Turf Club, TfNSW will be responsible for referring the matter to the Secretary. OpCo is to provide all necessary information to support TfNSW in carrying out this obligation.
A14	All
A15	All. OpCo is to provide all necessary information to support TfNSW in carrying out this obligation in relation to point (d).
A16	All. OpCo is to provide all necessary information to support TfNSW in carrying out this obligation in relation to point (d).
A17	All. OpCo is to provide all necessary information to support TfNSW in carrying out this obligation in relation to point (d).
A18	All OpCo is to provide all necessary information ,to support TfNSW in carrying out this obligation in relation to point (c).
A19	All. OpCo is to provide all necessary information to support TfNSW in carrying out this obligation in relation to points (b) and (g).
B26	In complying with this obligation, OpCo will prepare and submit to TfNSW the Traffic and Transport Management Plan.  TfNSW will be responsible for any amendment or addition required to the Traffic and Transport Management Plan to ensure its completeness for submission to the Secretary.

Condition No.	Extent of Responsibility of TfNSW
B31	<p>All, for temporary replacement parking.</p> <p>For permanent replacement parking, OpCo will, in complying with this obligation and without limiting any of its obligations under this deed including SPR Appendix 13 (Stops) and SPR Appendix 14 (Public Domain), use reasonable endeavours to retain as much parking at the Langton Centre as possible. To the extent that the number of parking spaces at the Langton Centre is reduced, OpCo will dedicate by appropriate signage an equal number of replacement parking spaces at the eastern end of Nobbs Lane for exclusive use of the Langton Centre.</p>
B33	<p>TfNSW will prepare the Pedestrian and Cyclist Network and Facilities Strategy by the date which is 90 Business Days after Financial Close.</p> <p>OpCo must implement the Strategy into the Stop Access and Design Plan(s) (Approval Condition No. B27), to the extent a requirement within the Strategy is set out in the SPR.</p>
B34	<p>All. OpCo to provide all information, upon request, to support TfNSW in carrying out this obligation.</p>
B40	<p>All</p>
B41	<p>All</p>
B52	<p>Should any additional land be required for the purpose of planting replacement trees in accordance with the Revegetation Compensation Package, TfNSW will be responsible for acquisition of that additional land and suitability of such land for the Revegetation Compensation Package, which will be within the City of Sydney and Randwick City Council local government areas.</p> <p>OpCo is to undertake all other activities in relation to this Condition, including developing, implementing and maintaining the Revegetation Compensation Package.</p> <p>For the avoidance of doubt, the maintenance period required for the Revegetation Compensation Package will expire 2 years after the revegetation compensation works are complete.</p>
B54	<p>All. OpCo must immediately notify TfNSW as soon as human remains are discovered.</p>
B60	<p>All</p>
B87	<p>All</p>
B90	<p>All. Note TfNSW's Sydney Light Rail Stakeholder and Community Engagement Strategy is the document prepared which complies with this condition.</p>

Condition No.	Extent of Responsibility of TfNSW
B91	<p>TfNSW will set up the community enquiries and complaints 24 hour telephone number, postal address and email address and website.</p> <p>OpCo is to publish details required by this condition of approval.</p>
B92	<p>TfNSW will set up a Construction Complaints Management System, including a complaints handling protocol and a complaints register. TfNSW will maintain the complaints register.</p> <p>OpCo is to comply with the complaints handling protocol.</p>
B93	<p>TfNSW will set up and maintain the website.</p> <p>OpCo is to provide all required information to TfNSW for inclusion in the website.</p>
C15	<p>TfNSW will be responsible for providing information for the assessment required by points (b) and (h).</p>

**4. TABLE OF TfNSW RESPONSIBILITY IN RELATION TO THE REVISED ENVIRONMENTAL MANAGEMENT MEASURES IDENTIFIED IN SECTION 8 OF THE SUBMISSIONS REPORT**

**4.1 Notes**

- (a) The Environmental Management Measures identified in Section 8 of the Submissions Report is an update of and supersedes the Mitigation Measures identified in Section 19, Appendix I of the Environmental Impact Statement.
- (b) Compliance with the Environmental Management Measures identified in Section 8 of the Submissions Report will also be compliance with the Mitigation Measures identified in Section 19, Appendix I of the Environmental Impact Statement that have not been superseded by the Submissions Report

<b>ID No.</b>	<b>Extent of TfNSW Responsibility</b>
<b>A.5</b>	All
<b>A.6</b>	All
<b>A.7</b>	All
<b>A.9</b>	All
<b>A.11</b>	All
<b>A.12</b>	TfNSW will only be responsible for coordination of consultation between OpCo, Randwick City Council and RMS, relying on advice and information provided to TfNSW by OpCo
<b>A.13</b>	TfNSW will only be responsible for determining bus priority measures to be incorporated into the detailed design and implemented by OpCo
<b>A.14</b>	All
<b>A.15</b>	All
<b>C.5</b>	All
<b>F.1</b>	TfNSW will only be responsible for any acquisition of land required for the Construction Site
<b>AN.1</b>	TfNSW's responsibility is limited to that identified in SPR Appendix 8.
<b>P.3</b>	All
<b>P.5</b>	TfNSW is responsible for managing the Community Information Centre. OpCo is to provide resources and information as required by SPR Appendix 8.
<b>Q.13</b>	All
<b>Q.24</b>	Refer to SPR Appendix 12. TfNSW will only be responsible for the relocation of bus routes out of George Street.
<b>Q.29</b>	TfNSW will only be responsible for local network changes outside of the Construction Site

<b>ID No.</b>	<b>Extent of TfNSW Responsibility</b>
<b>Q.31</b>	All
<b>Q.56</b>	TfNSW will only be responsible for determining what bus priority measures will be required
<b>Q.57</b>	All
<b>Q.58</b>	All
<b>Q.61</b>	All
<b>R.2</b>	All
<b>R.3</b>	All
<b>U.11</b>	All
<b>AH.1</b>	All
<b>AH.2</b>	All
<b>AH.3</b>	All
<b>AH.4</b>	TfNSW will only be responsible for road network changes required outside the Construction Site
<b>AH.5</b>	All
<b>AH.14</b>	All
<b>AH.15</b>	All
<b>AH.20</b>	All
<b>AH.37</b>	All
<b>AM.2</b>	All



## Schedule B3

### Requirements of Third Parties

(Clause 9.21)

#### 1. THIRD PARTY AGREEMENTS

1.1 Nothing in this Schedule B3 (*Requirements of Third Parties*) limits TfNSW's rights or affects OpCo's obligations under any clause of this deed.

1.2 OpCo acknowledges that TfNSW has entered into, or will enter into, an agreement with:

- (a) City of Sydney, entitled "Development Agreement Sydney Light Rail Project" dated 19 December 2013 (**City of Sydney Development Agreement**);
- (b) Centennial Park and Moore Park Trust, entitled "Development Deed Sydney Light Rail Project" dated 7 July 2014 (**Centennial Park and Moore Park Trust Development Agreement**);
- (c) Randwick City Council, entitled "Development Agreement Sydney Light Rail Project" dated 29 September 2014 (**Randwick City Council Development Agreement**);
- (d) Sydney Harbour Foreshore Authority, entitled "Development Agreement Sydney Light Rail Project" substantially in the form of the document with the reference number 232566494\_1 uploaded to the Sydney Light Rail Data Room on 3 December 2014 (**Sydney Harbour Foreshore Authority Development Agreement**); and
- (e) Airport Motorway Limited and Airport Motorway Custodians Pty Limited as trustee of the Airport Motorway Trust (AML) and Roads and Maritime Services (RMS), entitled "Sydney Light Rail – Eastern Distributor Master Interface and Access Deed" substantially in the form of the document with the reference number 231899059.02 uploaded to the Sydney Light Rail Data Room on 29 October 2014 (**Eastern Distributor Interface and Access Deed**),

together referred to in this Schedule B3 (*Requirements of Third Parties*) as the Third Party Agreements and each is a Third Party Agreement.

1.3 In sections 2 to 6 of this Schedule B3 (*Requirements of Third Parties*), a reference to a Third Party is a reference to the relevant non-TfNSW party to the relevant Third Party Agreement.

1.4 In performing OpCo's Activities, OpCo:

- (a) must comply with, satisfy, carry out and fulfil all of the obligations, conditions and requirements of each Third Party Agreement (other than those obligations set out in the relevant table below) as if it were named as TfNSW in that Third Party Agreement so as to ensure that TfNSW is able to fully meet its obligations under each Third Party Agreement or otherwise at law;
- (b) must comply with and fulfil any other conditions, obligations or requirements allocated to OpCo in this Schedule B3 (*Requirements of Third Parties*) that are additional to or more stringent or onerous than the conditions and requirements described in clause 1.4(a);

- (c) must assist TfNSW in any way that TfNSW reasonably requires to enable TfNSW to perform the obligations identified for TfNSW to perform in each table below; and
  - (d) may not exercise any of TfNSW's discretions or rights under any Third Party Agreement unless agreed by TfNSW in writing.
- 1.5 Where a Third Party Agreement provides that:
- (a) OpCo must; or
  - (b) TfNSW must ensure that OpCo will,  
  
do something or comply with an obligation, OpCo must, in performing OpCo's Activities, do that thing or comply with that obligation.
- 1.6 Where OpCo is required to comply with an obligation under a Third Party Agreement pursuant to this Schedule B3 (*Requirements of Third Parties*), and that obligation provides for TfNSW to give a document, notice or information to a Third Party or the Independent Certifier or another party:
- (a) OpCo must not provide any such document, notice or information directly to the Third Party or the Independent Certifier or another party; and
  - (b) OpCo must provide a draft of such document, notice or information to TfNSW within a reasonable time sufficient for TfNSW to review and comment on the document, notice or information and provide it to the Third Party or the Independent Certifier or another party within the time period required by that Third Party Agreement.
- 1.7 Where a Third Party Agreement provides for a Third Party or the Independent Certifier or another party to provide a document, notice or information to TfNSW, to the extent that the document, notice or information is relevant to rights or obligations to be complied with by OpCo, TfNSW will provide a copy of the document, notice or information to OpCo within a reasonable time after receipt of the document, notice or information from the Third Party or the Independent Certifier or other party.
- 1.8 OpCo must, in carrying out OpCo's Activities:
- (a) comply with any reasonable directions of TfNSW's Representative to the extent that they reflect the conditions and requirements of each Third Party Agreement or other requirement of each Third Party;
  - (b) ensure that no act or omission of OpCo constitutes, causes or contributes to any breach by TfNSW of its obligations to each Third Party under each Third Party Agreement or otherwise at law; and
  - (c) otherwise act consistently with the terms of each Third Party Agreement.
- 1.9 Whenever, pursuant to the terms of a Third Party Agreement, TfNSW makes an acknowledgement or gives a release or warranty, indemnity or covenant to the Third Party under any clause of a Third Party Agreement then, subject to what is provided in this Schedule B3 (*Requirements of Third Parties*) and the other terms of this deed, OpCo is deemed to make the same acknowledgement or give the same release or warranty, indemnity or covenant to TfNSW on the same terms as the acknowledgement, release or warranty, indemnity or covenant made or given by TfNSW under each Third Party

Agreement in the same way as if the relevant terms of the acknowledgement, release or warranty, indemnity or covenant were set out in full in this deed.

- 1.10 OpCo acknowledges that to the extent that each Third Party Agreement contains a provision pursuant to which the Third Party is stated to make no representation as to the state of affairs, OpCo agrees that TfNSW similarly makes no representation to OpCo in respect of that state of affairs in the same way as if the relevant terms of each Third Party Agreement were set out fully in this deed.
- 1.11 Nothing in any Third Party Agreement or this Schedule B3 (*Requirements of Third Parties*) limits TfNSW's rights or OpCo's obligations in relation to Revenue Service or Completion or the rectification of Defects under this deed.
- 1.12 Except as expressly entitled under this deed, OpCo bears the full risk of:
- (a) complying with the obligations under this Schedule B3 (*Requirements of Third Parties*);
  - (b) any acts or omissions of a Third Party or its employees, agents, contractors or officers; and
  - (c) will not be entitled to make, and TfNSW will not be liable upon, any Claim arising out of or in any way in connection with:
    - (i) the risks referred to in this clause 1.12; or
    - (ii) any acts or omissions of a Third Party or its employees, agents, contractors or officers.
- 1.13 The terms used in the tables below that are capitalised but are not defined in this deed have the same meaning as in the relevant Third Party Agreement.
- 1.14 OpCo must, on behalf of TfNSW, comply with all the obligations of TfNSW under the Third Party Agreements, except for those obligations set out in the clauses listed in the first column of the relevant table below and subject to the provisions set out in the second column of the relevant table below.

2. **CITY OF SYDNEY DEVELOPMENT AGREEMENT**

<b>City of Sydney Development Agreement</b>	
<b>Clause</b>	<b>Extent of compliance by OpCo (if any)</b>
1.1(b)(ii)	All with respect to design and nil with respect to Planning Approval.
1.1(b)(iv)	Nil
1.1(b)(v)	Nil
1.1(b)(vi)	Nil
1.2	Nil
3	Nil
4.1	Nil
5.1(a)	Nil
5.1(b) (i)	Nil
5.1(b) (ii)	Nil
5.1(b) (iii)	OpCo is required to obtain all relevant Authorisations in respect of the Project, except for the Planning Approval and Roads Act Approval. TfNSW will be responsible for obtaining the Planning Approval and Roads Act Approval only.
5.1(c)	Nil
5.1(d)	Nil
5.1(e)	Nil
5.1(j)	Nil
5.4	TfNSW and OpCo will jointly engage and share the cost of the Independent Certifier (refer to Schedule A15 ( <i>Independent Certifier Deed</i> )).
6.2(d)	All except that TfNSW will be responsible for its role in varying the Agreement.
6.2(e)(i)(A)	All except TfNSW will deliver the notification to the City, based on a draft notification provided by OpCo to TfNSW under clause 1.6 of this Schedule B3 ( <i>Requirements of Third Parties</i> ).
6.2(e)(i)(B)	Nil
6.2(e)(i)(C)	Nil
6.2(e)(ii)(A)	All except TfNSW will deliver the notification to the City, based on a draft notification provided by OpCo to TfNSW under clause 1.6 of this Schedule B3 ( <i>Requirements of Third Parties</i> ).
6.2(f)	Nil
6.3	Nil
6.4(a)	Nil
6.4(b)	Nil
6.4(d)(i)	Nil

<b>City of Sydney Development Agreement</b>	
<b>Clause</b>	<b>Extent of compliance by OpCo (if any)</b>
6.6(f)	Nil
6.7	OpCo must provide advice and information to TfNSW to enable TfNSW to work with the City to fulfil TfNSW's obligations under this clause. OpCo must construct the hoardings in accordance with the design developed by TfNSW and the City.
6.9(c)	Nil
6.9(d)(ii)	Nil
6.9(d)(iii)	All except TfNSW will deliver the notification to the City, based on a draft notification provided by OpCo to TfNSW under clause 1.6 of this Schedule B3 ( <i>Requirements of Third Parties</i> ).
6.10(b)	Nil
7.1	Nil
8.1	Nil
8.2	Nil
8.3	Nil
8.4	Nil
9.2(d)	Nil
10.4	Nil
11	Nil
13.1	Nil
13.2	Nil
13.3	Nil
13.4	Nil
13.5	Nil
15	Nil
17.2(b)	OpCo must take account of City events and functions and must allow the smooth running of the events or functions, as required by the City.
18.1(a)	Nil
18.2	Nil
18.3	OpCo must provide advice and information to TfNSW to enable TfNSW to work with the City to fulfil TfNSW's obligations in relation to coordination for inspections. OpCo must, if required by TfNSW, allow TfNSW representative(s) to attend the inspections.

<b>City of Sydney Development Agreement</b>	
<b>Clause</b>	<b>Extent of compliance by OpCo (if any)</b>
18.4	OpCo must provide advice and information to TfNSW to enable TfNSW to work with the City to fulfil TfNSW's obligations in relation coordination of the periods of access. OpCo must, if required by TfNSW, allow TfNSW representative(s) to attend during the periods of access by the City.
18.7	Nil
19.2(b)	OpCo must provide advice and information to TfNSW to enable TfNSW to work with the City to fulfil TfNSW's obligations under this clause. OpCo must carry out the relocation, removal, modification or protection of the relevant Utilities and comply with sub-clause (vii).
19.3(c)	OpCo must provide advice and information to TfNSW to enable TfNSW to meet with the City to resolve the disagreement in question.
20.5(c)(iv)(B)	All except that TfNSW will refer the matter to the Independent Certifier and procure that the Independent Certifier makes the determination.
21	Nil
23.1(c)	OpCo must provide advice and information to TfNSW to enable TfNSW to work with the City to fulfil TfNSW's obligations under this clause.
23.1(d)	Nil, except that TfNSW may consult OpCo before giving consent.
23.2	OpCo must provide advice and information to TfNSW to enable TfNSW to work with the City to fulfil TfNSW's obligations under this clause. OpCo must comply with the agreed maintenance plan and pruning protocol contemplated by this clause.
25.1(b)	OpCo must provide advice and information to TfNSW to enable TfNSW to work with the City to fulfil TfNSW's obligations under this clause.
26.1(b)	OpCo must provide advice and information to TfNSW to enable TfNSW to work with the City and to exercise TfNSW's rights under this clause.
26.1(c)	OpCo must provide advice and information to TfNSW to enable TfNSW to work with the City to fulfil TfNSW's obligations under this clause.
26.2	OpCo must provide advice and information to TfNSW to enable TfNSW to work with the City and to exercise TfNSW's rights under this clause.
26.3(a)	As provided under the deed.
26.3(c)(iii)	Nil
26.3(e)	Nil
27	OpCo is required to comply with all of TfNSW's obligations set out in clause 27, except that TfNSW will be responsible for stakeholder and community engagement and communications to the extent set out in Appendix 8.
28.2	OpCo must provide advice and information to TfNSW to enable TfNSW to fulfil TfNSW's obligations under this clause.

<b>City of Sydney Development Agreement</b>	
<b>Clause</b>	<b>Extent of compliance by OpCo (if any)</b>
28.3	OpCo must provide advice and information to TfNSW to enable TfNSW to fulfil TfNSW's obligations under this clause.
28.5	Nil
<b>Schedule 2</b>	
1(a)	All except that TfNSW will deliver the notification to the City, based on a draft notification provided by OpCo to TfNSW under clause 1.6 of this Schedule B3 ( <i>Requirements of Third Parties</i> ).
2(a)	All except that TfNSW will deliver the notification to the City, based on a draft notification provided by OpCo to TfNSW under clause 1.6 of this Schedule B3 ( <i>Requirements of Third Parties</i> ).
<b>Schedule 3</b>	Nil
<b>Schedule 4</b>	
4(e)	Nil
4(f)	Nil
9	OpCo is required to comply with the first sentence only of this clause.
<b>Schedule 6</b>	
Part 1 cl 20	Nil
<b>Schedule 7</b>	
1.1.2	Nil
1.1.3	Nil
1.2.2	OpCo is required to comply with the first and second paragraphs of this clause. TfNSW will be responsible for the third paragraph of this clause, which relates to a possible Stop at Wimbo Park.
1.2.2A	OpCo must provide advice and information to TfNSW to enable TfNSW to work with the City to fulfil TfNSW's obligations under this clause.
1.4.3	OpCo is required to comply with TfNSW's obligations in this clause, except for the dedication to the City of the balance of land not required for Light Rail purposes.
1.5.3	OpCo is required to ensure that the design of the Project does not preclude the future construction of a bridge in accordance with the concept design.
1.16.6	OpCo is required to comply with TfNSW's obligations in this clause, except that TfNSW will retain ownership of the conduits.
1.18.1	OpCo is required to comply with TfNSW's obligations in this clause, except that TfNSW will be responsible in respect of the area outside the Construction Site.
2.6.1	OpCo is required to comply with TfNSW's obligations in this clause, except that TfNSW will be responsible for stakeholder and community engagement to the extent set out in Appendix 8.

<b>City of Sydney Development Agreement</b>	
<b>Clause</b>	<b>Extent of compliance by OpCo (if any)</b>
3.1.1	OpCo is required to comply with TfNSW's obligations set out in the first paragraph of this clause.
3.5.1	OpCo is required to comply with TfNSW's obligations set out in the first paragraph of this clause.
4.1	Nil
4.2	Nil



3. **CENTENNIAL AND MOORE PARK TRUST DEVELOPMENT AGREEMENT**

<b>Centennial Park and Moore Park Trust Development Agreement</b>	
<b>Clause</b>	<b>Extent of compliance by OpCo (if any)</b>
1(b)(iii)	Nil
1(b)(iv)	Nil
2.1(a)	Nil
2.1(b)(i)	Nil
2.1(b)(ii)	Nil
2.1(b)(iii)	OpCo is required to obtain all relevant Authorisations in respect of the Project, except for the Planning Approval and Roads Act Approval. TfNSW will be responsible for obtaining the Planning Approval and Roads Act Approval only.
2.1(c)	Nil
2.1(d)	Nil
2.1(e)	Nil
2.1(i)	Nil
2.2(e)	Nil
2.3(b)	Nil
2.4(a)	TfNSW and OpCo will jointly engage and share the cost of the Independent Certifier (refer to Schedule A15 ( <i>Independent Certifier Deed</i> )).
3.1	Nil
3.2	Nil
3.3(a)	Nil
3.4	Nil
3.5	Nil
3.6	OpCo must provide advice and information to TfNSW to enable TfNSW to work with the Trust to fulfil TfNSW's obligations under this clause.
4.2(d)	Nil
4.2(e)	Nil
6.4	Nil
7	Nil
9.1	Nil
9.2	Nil
9.3	Nil
9.4	Nil
9.5	Nil

<b>Centennial Park and Moore Park Trust Development Agreement</b>	
<b>Clause</b>	<b>Extent of compliance by OpCo (if any)</b>
9.6(c)	Nil
10.2(c)	All except that TfNSW will be responsible for its role in varying the Agreement in accordance with clause 13.5(d).
10.2(d)	All except that TfNSW will be responsible for its role in varying the plan attached as Appendix A.
10.3(a)	All except that TfNSW will be responsible for coordinating consultation and collaboration between OpCo and the Trust.
10.3(b)	Nil
10.3(d)	Nil
10.3(f)	Nil
10.3(g)	Nil
10.3(h)	Nil in relation to parts of the Early Works that are not part of OpCo's scope. Otherwise, all except that TfNSW will be responsible for resubmitting the Design Documentation to the Trust.
11.2(c)	OpCo must provide advice and information to TfNSW to enable TfNSW to work with the Trust to fulfil TfNSW's obligations under this clause.
11.2(d)	OpCo must provide advice and information to TfNSW to enable TfNSW to work with the Trust to fulfil TfNSW's obligations under this clause.
11.2(e)	OpCo must provide advice and information to TfNSW to enable TfNSW to work with the Trust to fulfil TfNSW's obligations under this clause.
12.5(b)	Nil
12.5(c)	Nil
12.7(c)	OpCo must provide advice and information to TfNSW to enable TfNSW to work with the Trust to fulfil TfNSW's obligations under this clause.
12.9(a)	Nil
12.10(c)	OpCo must provide advice and information to TfNSW to enable TfNSW to work with the Trust to fulfil TfNSW's obligations in relation to coordination for inspections.
12.10(d)	All and OpCo must, if required by TfNSW, allow TfNSW representative(s) to attend during the periods of access by the Trust.
12.10(e)	All and OpCo must, if required by TfNSW, allow TfNSW representative(s) to attend during the periods of access by the Trust.
12.11(d)(ii)	OpCo must provide advice and information to TfNSW to enable TfNSW to work with the Trust to fulfil TfNSW's obligations under this clause.
12.11(f)	All and OpCo must, if required by TfNSW, allow TfNSW representative(s) to attend during the periods of access by the Trust.
12.14	Nil
13.3(b)(ii)	All except that TfNSW will refer the matter to the Independent Certifier and procure that the Independent Certifier makes the determination.

<b>Centennial Park and Moore Park Trust Development Agreement</b>	
<b>Clause</b>	<b>Extent of compliance by OpCo (if any)</b>
13.3(c)	All except that TfNSW will refer the matter to the Independent Certifier and procure that the Independent Certifier makes the determination.
13.3(d)	Nil in relation to the parts of the Early Works that are not part of OpCo's scope. If OpCo wishes to refer a matter for resolution under clause 7.3, it must do so through TfNSW.
13.3(e)	Nil
13.4(b)(i)	All in relation to the parts of the Early Works that are part of OpCo's scope, except that TfNSW will refer matters for resolution.
13.4(b)(ii)(A)	Nil
13.5(d)	OpCo must provide advice and information to TfNSW to enable TfNSW to work with the Trust to fulfil TfNSW's obligations under this clause.
13.5(e)	Nil
13.5(f)	Nil
13.5(i)	OpCo must provide advice and information to TfNSW to enable TfNSW to work with the Trust to fulfil TfNSW's obligations under this clause.
13.5(j)	Nil
14.1(d)(viii)	OpCo must provide advice and information to TfNSW to enable TfNSW to work with the Trust to fulfil TfNSW's obligations under this clause.
15.1(b)	Nil
15.1(d)	OpCo must provide advice and information to TfNSW to enable TfNSW to work with the Trust to fulfil TfNSW's obligations under this clause.
15.1(e)	Nil
15.1(f)	OpCo must provide advice and information to TfNSW to enable TfNSW to fulfil TfNSW's obligations under this clause.
15.1(g)	OpCo must provide advice and information to TfNSW to enable TfNSW to fulfil TfNSW's obligations under this clause.
15.1(h)	OpCo must provide advice and information to TfNSW to enable TfNSW to work with the Trust to fulfil TfNSW's obligations under this clause.
15.1(j)	Nil
15.1(k)	Nil, except that TfNSW may consult OpCo before giving consent.
15.1(m)	Nil
15.2(a)	OpCo must provide advice and information to TfNSW to enable TfNSW to work with the Trust to fulfil TfNSW's obligations under this clause. OpCo must comply with the agreed Maintenance Plan contemplated by this clause.
15.2(c)	Nil
15.2(d)	OpCo must provide advice and information to TfNSW to enable TfNSW to fulfil TfNSW's obligations under this clause.

<b>Centennial Park and Moore Park Trust Development Agreement</b>	
<b>Clause</b>	<b>Extent of compliance by OpCo (if any)</b>
15.2(e)	OpCo must provide advice and information to TfNSW to enable TfNSW to work with the Trust to fulfil TfNSW's obligations under this clause. OpCo must comply with the agreed Pruning Protocol contemplated by this clause.
15.3	All except TfNSW will agree the terms of access. OpCo must provide advice and information to TfNSW to enable TfNSW to work with the Trust to fulfil TfNSW's obligations under this clause.
15.4	All except TfNSW will agree the design and the responsibility for management of passengers with the Trust. OpCo must provide advice and information to TfNSW to enable TfNSW to work with the Trust to fulfil TfNSW's obligations under this clause.
15.5	Nil
16.3(c)	OpCo must provide advice and information to TfNSW to enable TfNSW to consult with the Trust to fulfil TfNSW's obligations under this clause.
17.1(b)	Nil, except that TfNSW may consult OpCo before giving consent.
17.2(a)	Nil, except that TfNSW may consult OpCo before giving consent.
17.3(a)	As provided under the deed.
17.3(c)(iii)	Nil
17.3(d)	Nil
17.5	Nil
18.1	Nil
18.2(b)	All except TfNSW will agree any alternate uses with the Trust. OpCo must provide advice and information to TfNSW to enable TfNSW to work with the Trust to fulfil TfNSW's obligations under this clause.
18.2(c)(ii)(A)	Nil
18.2(c)(iii)	All except TfNSW will agree the relevant amount for Replacement Trees with the Trust.
18.2(e)(i)	Nil except OpCo must provide advice and information to TfNSW to enable TfNSW to work with the Trust to fulfil TfNSW's obligations under this clause.
18.2(g)(i)	Nil except OpCo must provide advice and information to TfNSW to enable TfNSW to work with the Trust to fulfil TfNSW's obligations under this clause.
18.2(h)(i)	Nil except OpCo must provide advice and information to TfNSW to enable TfNSW to work with the Trust to fulfil TfNSW's obligations under this clause.
19.2	OpCo is required to comply with all of TfNSW's obligations set out in clause 19, except that TfNSW will be responsible for stakeholder and community engagement and communications to the extent set out in Appendix 8.

<b>Centennial Park and Moore Park Trust Development Agreement</b>	
<b>Clause</b>	<b>Extent of compliance by OpCo (if any)</b>
20.2	OpCo must provide advice and information to TfNSW to enable TfNSW to fulfil TfNSW's obligations under this clause.
20.3	OpCo must provide advice and information to TfNSW to enable TfNSW to fulfil TfNSW's obligations under this clause.
<b>Schedule 2</b>	
1(a)	All, except that TfNSW will deliver the notification to the Trust, based on a draft notification provided by OpCo to TfNSW under clause 1.6 of this Schedule B3 ( <i>Requirements of Third Parties</i> ).
2(a)	All. TfNSW will deliver the notifications to the Trust, based on a draft notifications provided by OpCo to TfNSW under clause 1.6 of this Schedule B3 ( <i>Requirements of Third Parties</i> ).
2(c)(i)	OpCo must provide advice and information to TfNSW to enable TfNSW to consult with the Trust to fulfil TfNSW's obligations under this clause.
3(a)	All, except that TfNSW will deliver the notification to the Trust, based on a draft notification provided by OpCo to TfNSW under clause 1.6 of this Schedule B3 ( <i>Requirements of Third Parties</i> ).
3(c)	OpCo must provide advice and information to TfNSW to enable TfNSW to consult with the Trust to fulfil TfNSW's obligations under this clause.
4.25	All, except that TfNSW will become a member of the MEOG.
4.27	OpCo must provide advice and information to TfNSW to enable TfNSW to consult with the Trust to fulfil TfNSW's obligations under this clause.
4.37	OpCo must provide advice and information to TfNSW to enable TfNSW to consult with the Trust to fulfil TfNSW's obligations under this clause.
5.1(b)	OpCo must provide information to TfNSW in relation to the assessed safety risks associated with bus operation.
<b>Schedule 4</b>	
Part 1 cl 17	Nil
Part 2 (a)(ii)	OpCo must provide advice and information to TfNSW in relation to parts of the Early Works that are part of OpCo's scope, to enable TfNSW fulfil TfNSW's obligations under this clause.
<b>Schedule 5</b>	
2.9	OpCo must provide advice and information to TfNSW to enable TfNSW to fulfil TfNSW's obligations under this clause.
<b>Schedule 7</b>	
A - E	All except any requirements relating solely to the Early Works not part of OpCo's scope.

4. **RANDWICK CITY COUNCIL DEVELOPMENT AGREEMENT**

<b>Randwick City Council (RCC) Development Agreement</b>	
<b>Clause</b>	<b>Extent of compliance by OpCo (if any)</b>
1.1(b)(ii)	All with respect to design and nil with respect to Planning Approval.
1.1(b)(iv)	Nil
1.1(b)(v)	Nil
1.2	Nil
3	Nil
4.1	Nil
5.1(a)	Nil
5.1(b)(i)	Nil
5.1(b)(ii)	Nil
5.1(b)(iii)	OpCo is required to obtain all relevant Authorisations with respect to the Project, except for the Planning Approval and Roads Act Approval. TfNSW will be responsible for obtaining the Planning Approval and Roads Act Approval only.
5.1(c)	Nil
5.1(d)	Nil
5.1(e)	Nil
5.1(k)	Nil
5.2	Nil
5.4	TfNSW and OpCo will jointly engage and share the cost of the Independent Certifier (refer to Schedule A15 ( <i>Independent Certifier Deed</i> )).
6.2(d)	All except that TfNSW will be responsible for its role in varying the Agreement.
6.2(e)(i)(A)	All except TfNSW will deliver the notification to the RCC, based on a draft notification provided by OpCo to TfNSW under clause 1.6 of this Schedule B3 ( <i>Requirements of Third Parties</i> ).
6.2(e)(i)(B)	OpCo must provide advice and information to TfNSW to enable TfNSW to work with the RCC to fulfil TfNSW's obligations under this clause.
6.2(e)(ii)(A)	All except TfNSW will deliver the notification to the RCC, based on a draft notification provided by OpCo to TfNSW under clause 1.6 of this Schedule B3 ( <i>Requirements of Third Parties</i> ).
6.2(f)	Nil
6.3(a)	OpCo must provide advice and information to TfNSW to enable TfNSW to work with the RCC to fulfil TfNSW's obligations under this clause.
6.3(b)	Nil
6.3(c)	OpCo must provide advice and information to TfNSW to enable TfNSW to work with the RCC to fulfil TfNSW's obligations under this clause.

<b>Randwick City Council (RCC) Development Agreement</b>	
<b>Clause</b>	<b>Extent of compliance by OpCo (if any)</b>
6.4(a)	Nil
6.4(b)(i)	Nil
6.4(b)(iii)	OpCo must provide advice, information and make personnel available to TfNSW to enable TfNSW to work with the RCC to fulfil TfNSW's obligations under this clause.
6.4(b)(iv)	Nil
6.4(d)(i)	Nil
6.4(d)(ii)	Nil
6.5(b)	Nil
6.6(e)	OpCo must provide advice and information to TfNSW to enable TfNSW to work with the RCC to fulfil TfNSW's obligations under this clause.
6.6(f)	Nil, except that OpCo may be required to participate in the competitive process in relation to the proposed works.
6.7	OpCo must provide advice and information to TfNSW to enable TfNSW to work with the RCC to fulfil TfNSW's obligations under this clause. OpCo must construct the hoardings in accordance with the design developed by TfNSW and the RCC.
6.10(a)	OpCo must provide advice and information to TfNSW to enable TfNSW to fulfil TfNSW's obligations under this clause.
6.10(b)	Nil
6.11	OpCo will be responsible for compliance with this clause to the extent specified in SPR Appendix 8 ( <i>Stakeholder and Community Engagement</i> ).
7.1	Nil
8.1	Nil
8.2	Nil
8.3	Nil, except that TfNSW may consult OpCo before giving consent.
8.4	Nil
9.2(d)	Nil
10.4	Nil
11	Nil
13.1	Nil
13.2	Nil
13.3	Nil
13.4	Nil
13.5	Nil
15	Nil

<b>Randwick City Council (RCC) Development Agreement</b>	
<b>Clause</b>	<b>Extent of compliance by OpCo (if any)</b>
17.2(b)	OpCo must take account of RCC events and functions and must allow the smooth running of the events or functions, as required by the RCC.
17.2(d)(ii)	OpCo must provide advice and information to TfNSW to enable TfNSW to work with the RCC to fulfil TfNSW's obligations under this clause.
18.1(a)	Nil
18.2	Nil
18.3	OpCo must provide advice and information to TfNSW to enable TfNSW to work with the RCC to fulfil TfNSW's obligations in relation to coordination for inspections. OpCo must, if required by TfNSW, allow TfNSW representative(s) to attend the inspections.
18.4	OpCo must provide advice and information to TfNSW to enable TfNSW to work with the RCC to fulfil TfNSW's obligations in relation to coordination of the periods of access. OpCo must, if required by TfNSW, allow TfNSW representative(s) to attend during the periods of access by the RCC.
18.7	Nil
19.2(b)	OpCo must provide advice and information to TfNSW to enable TfNSW to work with the RCC to fulfil TfNSW's obligations under this clause. OpCo must carry out the relocation, removal, modification or protection of the relevant Utilities and comply with sub-clause (vii).
19.3(c)	OpCo must provide advice and information to TfNSW to enable TfNSW to meet with the RCC to resolve the disagreement in question.
20.5(c)(iv)	All except that TfNSW will refer the matter to the Independent Certifier and procure that the Independent Certifier makes the determination.
21	Nil
23.1(c)	OpCo must provide advice and information to TfNSW to enable TfNSW to work with the RCC to fulfil TfNSW's obligations under this clause.
23.1(d)	Nil, except that TfNSW may consult OpCo before giving consent.
23.2	OpCo must provide advice and information to TfNSW to enable TfNSW to work with the RCC to fulfil TfNSW's obligations under this clause. OpCo must comply with the agreed maintenance plan and pruning protocol contemplated by this clause.
25.1(b)	OpCo must provide advice and information to TfNSW to enable TfNSW to work with the RCC to fulfil TfNSW's obligations under this clause.
26.1(b)	Nil, except that TfNSW may consult OpCo before giving consent.
26.2	Nil, except that TfNSW may consult OpCo before giving consent.
26.3(a)	As provided under the deed.



<b>Randwick City Council (RCC) Development Agreement</b>	
<b>Clause</b>	<b>Extent of compliance by OpCo (if any)</b>
26.3(c)(iii)	Nil
26.3(e)	Nil
27	OpCo is required to comply with all of TfNSW's obligations set out in clause 27, except that TfNSW will be responsible for stakeholder and community engagement and communications to the extent set out in Appendix 8 ( <i>Stakeholder and Community Engagement</i> ).
28.2	OpCo must provide advice and information to TfNSW to enable TfNSW to fulfil TfNSW's obligations under this clause.
28.3	OpCo must provide advice and information to TfNSW to enable TfNSW to fulfil TfNSW's obligations under this clause.
29	As provided under the deed.
<b>Schedule 2</b>	
1(a)	All except that TfNSW will deliver the notification to the RCC, based on a draft notification provided by OpCo to TfNSW under clause 1.6 of this Schedule B3 ( <i>Requirements of Third Parties</i> ).
2(a)	All except that TfNSW will deliver the notification to the RCC, based on a draft notification provided by OpCo to TfNSW under clause 1.6 of this Schedule B3 ( <i>Requirements of Third Parties</i> ).
2(c)	OpCo must provide advice and information to TfNSW to enable TfNSW to work with the RCC to fulfil TfNSW's obligations under this clause.
<b>Schedule 7</b>	
<b>Term 1 – Procurement Phase</b>	
1.1.1	Nil
1.1.2	OpCo must provide advice and information to TfNSW to enable TfNSW to work with the RCC to fulfil TfNSW's obligations under this clause.
1.1.4	Nil
1.2.2	OpCo must provide advice and information to TfNSW to enable TfNSW to work with the RCC to fulfil TfNSW's obligations under this clause.
1.2.6	OpCo must provide advice and information to TfNSW to enable TfNSW to work with the RCC to fulfil TfNSW's obligations under this clause.
1.2.7(d)	OpCo must provide advice and information to TfNSW to enable TfNSW to work with the RCC to fulfil TfNSW's obligations under this clause.
1.2.8	With respect to paragraph 2 of this clause, nil. With respect to paragraph 3 of this clause, OpCo must provide advice and information to TfNSW to enable TfNSW to work with the RCC to fulfil TfNSW's obligations under this clause. With respect to paragraph 4 of this clause, all except that TfNSW will deliver the traffic modelling results to the RCC.
1.2A.1	Nil

<b>Randwick City Council (RCC) Development Agreement</b>	
<b>Clause</b>	<b>Extent of compliance by OpCo (if any)</b>
1.2A.2	OpCo must provide advice and information to TfNSW to enable TfNSW to work with the RCC to fulfil TfNSW's obligations under this clause.
1.2A.3	All except that TfNSW will deliver the overlay to RCC.
1.6.5	All except that, with respect to paragraph 1 of this clause, dot point 2, OpCo must provide advice and information to TfNSW to enable TfNSW to work with the RCC to fulfil TfNSW's obligations under this clause.
1.6.7	With respect to paragraph 2 of this clause, OpCo must provide advice and information to TfNSW to enable TfNSW to work with the RCC to fulfil TfNSW's obligations under this clause.  With respect to paragraph 3 of this clause, all except that TfNSW will deliver the notification to RCC, based on a draft notification provided by OpCo to TfNSW.
1.6.9	OpCo must provide advice and information to TfNSW to enable TfNSW to work with the RCC to fulfil TfNSW's obligations under this clause.
1.7.1	OpCo must provide advice and information to TfNSW to enable TfNSW to work with the RCC to fulfil TfNSW's obligations under this clause.
1.8.1	With respect to paragraphs 2 and 3 of this clause, nil.
1.12.1	With respect to paragraph 1 of this clause, OpCo must provide advice and information to TfNSW to enable TfNSW to work with the RCC to fulfil TfNSW's obligations under this clause.
1.14.2	With respect to paragraph 2 of this clause, OpCo must provide advice and information to TfNSW to enable TfNSW to work with the RCC to fulfil TfNSW's obligations under this clause.
1.18.1	With respect to paragraph 1 of this clause, nil.  With respect to paragraph 2 of this clause, OpCo must provide advice and information to TfNSW to enable TfNSW to work with the RCC to fulfil TfNSW's obligations under this clause.  With respect to paragraph 3 of this clause, all except that TfNSW will deliver the traffic model and data to the RCC.
1.19.1	With respect to paragraph 8 of this clause, which relates to financial incentives, nil.
<b>Term 2 – Delivery Phase</b>	
2.5.2	In respect of dot points 1 and 2, nil.
2.6.1	OpCo is required to comply with TfNSW's obligations set out in paragraph 1 of this clause, except that TfNSW will be responsible for stakeholder and community engagement to the extent set out in Appendix 8 ( <i>Stakeholder and Community Engagement</i> ).
<b>Term 3 – Operations Phase</b>	
3.1.1	With respect to paragraph 3 of this clause, nil.
<b>Schedule 9</b>	
<b>Part 1 – List of Existing Advertising and Street Furniture Contract</b>	

<b>Randwick City Council (RCC) Development Agreement</b>	
<b>Clause</b>	<b>Extent of compliance by OpCo (if any)</b>
All of Part 1	Nil
<b>Part 2 – Principles to Apply to the Existing Advertising and Street Furniture contract</b>	
(b)	OpCo must provide advice and information to TfNSW to enable TfNSW to work with the RCC to fulfil TfNSW's obligations under this clause.
(c)	OpCo must provide advice and information to TfNSW to enable TfNSW to work with the RCC to fulfil TfNSW's obligations under this clause.
(d)	Nil
(e)	OpCo must provide advice and information to TfNSW to enable TfNSW to work with the RCC to fulfil TfNSW's obligations under this clause.
(f)	Nil
For the avoidance of doubt, TfNSW will be responsible for all consultation, coordination and interface with RCC, relying on advice and information provided to TfNSW by OpCo.	

5. **SYDNEY HARBOUR FORESHORE AUTHORITY DEVELOPMENT AGREEMENT**

<b>Sydney Harbour Foreshore Authority Development Agreement</b>	
<b>Clause</b>	<b>Extent of compliance by OpCo (if any)</b>
1.1(b)(ii)	Nil
1.1(b)(iii)	Nil
3.1	Nil
4.1(a)	Nil
4.1(b)(i)	Nil
4.1(b)(iii)	Nil
4.1(b)(iv)	OpCo is required to obtain all relevant Authorisations in respect of the Project, except for the Planning Approval and Roads Act Approval. TfNSW will be responsible for obtaining the Planning Approval and Roads Act Approval only.
4.1(d)	Nil
6.1	Nil
6.2	Nil
6.3	Nil
6.4	Nil
7.4	Nil
8	Nil
10.1	Nil
10.2	Nil
10.3	Nil
10.4	Nil
10.5	Nil
12.3(b)	OpCo must take account of SHFA events and functions and must not materially adversely impact the running of the events or functions, in accordance with the Events Planning Requirements.
13.1(a)	Nil
13.4(a)	Nil
13.4(f)(ii)(A)	OpCo must provide advice and information to TfNSW to enable TfNSW to fulfil TfNSW's obligations to SHFA under this clause.
13.4(f)(ii)(C)	Nil
13.4(f)(ii)(D)	Nil
13.4(f)(ii)(E)	OpCo must provide advice and information to TfNSW to enable TfNSW to fulfil TfNSW's obligations to SHFA under this clause.
13.4(g)(i)(B)	OpCo must provide advice and information to TfNSW to enable TfNSW to fulfil TfNSW's obligations to SHFA under this clause.

<b>Sydney Harbour Foreshore Authority Development Agreement</b>	
<b>Clause</b>	<b>Extent of compliance by OpCo (if any)</b>
13.4(g)(i)(C)	OpCo must provide advice, support and information to TfNSW to enable TfNSW to work with SHFA to fulfil TfNSW's obligations in relation to coordination for inspections and must host any such inspection as required. OpCo must, if required by TfNSW, allow TfNSW representative(s) to attend the inspections.
13.4(g)(i)(D)	Nil
13.4(g)(i)(E)	OpCo must provide advice and information to TfNSW to enable TfNSW to fulfil TfNSW's obligations to SHFA under this clause.
13.6	OpCo must provide advice, support and information to TfNSW to enable TfNSW to work with SHFA to fulfil TfNSW's obligations in relation to coordination for inspections and must host any such inspection as required. OpCo must, if required by TfNSW, allow TfNSW representative(s) to attend the inspections.
15	OpCo must provide advice and information to TfNSW to enable TfNSW to fulfil TfNSW's obligations to SHFA under this clause.
16.1	Nil
16.2	OpCo must provide advice and information to TfNSW to enable TfNSW to fulfil TfNSW's obligations under this clause.
16.3(c)	OpCo must provide advice and information to TfNSW to enable TfNSW to fulfil TfNSW's obligations under this clause.
18	As provided under the SLR Project Deed.
<b>Schedule 2</b>	
1(a)	All, except that TfNSW will deliver the notification to SHFA, based on a draft notification provided by OpCo to TfNSW under Schedule B3 ( <i>Requirements of Third Parties</i> ), clause 1.6 above.
<b>Schedule 5</b>	
1	All except that TfNSW will be responsible for coordinating consultation and collaboration between OpCo and SHFA in the planning and implementation of Events Planning Requirements.

6. **EASTERN DISTRIBUTOR INTERFACE AND ACCESS DEED**

<b>Eastern Distributor Interface and Access Deed</b>	
<b>Clause</b>	<b>Extent of compliance by OpCo (if any)</b>
2.3(a)(i)	OpCo is required to obtain all relevant Approvals in respect of the Project, except for the Planning Approval and Roads Act Approval. TfNSW will be responsible for obtaining the Planning Approval and Roads Act Approval only.
2.8(b)	OpCo must provide advice and information to TfNSW to enable TfNSW to work with AML and RMS to fulfil TfNSW's obligations under this clause and OpCo must comply with TfNSW's obligations in any agreement entered into by TfNSW pursuant to this clause.
3	All except TfNSW and OpCo will jointly engage and share the cost of the Independent Certifier (refer to Schedule A15 ( <i>Independent Certifier Deed</i> )).
4.4(c)	Nil
4.4(e)	Nil, except that OpCo must ensure that a relevant member of OpCo attends any meeting or part of any meeting.
5.2(b)(ii)	Nil
5.2(b)(iv)(A)	Nil
6.2(e)	Nil, except that OpCo must pay the undisputed amount in accordance with clause 6.2(d) and provide advice and information to TfNSW to enable TfNSW to fulfil TfNSW's obligations under this clause.
6.5(b)(iii)	All, except that OpCo must provide advice, support and information to TfNSW to enable TfNSW to work with AML and RMS to fulfil TfNSW's obligations in relation to coordination for inspections, and must host any such inspection as required. OpCo must, if required by TfNSW, allow TfNSW representative(s) to attend the inspections.
9(a)	Nil
10	As provided under the SLR Project Deed.
12.1	Nil, except that OpCo must provide advice and information to TfNSW to enable TfNSW to fulfil TfNSW's obligations under this clause.
13	Nil
14.4	Nil
14.8	Nil
<b>Schedule 6</b>	
All provisions	As provided under the SLR Project Deed.
<b>Schedule 10</b>	
(b)(ii)	Nil

<b>Eastern Distributor Interface and Access Deed</b>	
<b>Clause</b>	<b>Extent of compliance by OpCo (if any)</b>
(b)(iv)	Nil
(f)	Nil
<b>Schedule 11</b>	
(b)	All, except that OpCo must provide advice, support and information to TfNSW to enable TfNSW to work with AML and RMS to fulfil TfNSW's obligations in relation to coordination for inspections, and must host any such inspection as required.  OpCo must, if required by TfNSW, allow TfNSW representative(s) to attend the inspections.
<b>Schedule 12</b>	
All provisions	Nil

**7. REQUIREMENTS OF THIRD PARTIES**

- (a) Nothing in this Schedule B3 (*Requirements of Third Parties*) limits TfNSW's rights or affects OpCo's obligations under any clause of this deed.
- (b) This section is in relation to the requirements of the following Third Parties:
  - (i) University of New South Wales (**UNSW**);
  - (ii) Australian Turf Club (**ATC**);
  - (iii) Sydney Trains (**ST**);
  - (iv) Health Infrastructure (administered by the Health Administration Corporation); and
  - (v) Sydney Harbour Foreshore Authority (**SHFA**).
- (c) OpCo must, in performing OpCo's Activities comply with, satisfy, carry out and fulfil all of the obligations, conditions and requirements of each Third Party listed in paragraph (b) above, as set out in the relevant tables below.
- (d) Where TfNSW is required to give a document, notice or information to a Third Party or the Independent Certifier or another party:
  - (i) OpCo must not provide any such document, notice or information directly to the Third Party or the Independent Certifier or another party; and
  - (ii) OpCo must provide a draft of such document, notice or information to TfNSW within a reasonable time sufficient for TfNSW to review and comment on the document, notice or information and provide it to the Third Party or the Independent Certifier or another party.
- (e) Where a Third Party provides a document, notice or information to TfNSW, to the extent that the document, notice or information is relevant to rights or obligations to be complied with by OpCo, TfNSW will provide a copy of the document, notice or information to OpCo within a reasonable time after receipt of the document, notice or information from the Third Party or the Independent Certifier or other party.
- (f) OpCo must, in carrying out OpCo's Activities:
  - (i) comply with any reasonable directions of TfNSW's Representative to the extent that they reflect the conditions and requirements of each Third Party identified in this Schedule B3 (*Requirements of Third Parties*) or as otherwise required by a Modification; and
  - (ii) ensure that no act or omission of OpCo constitutes, causes or contributes to any breach by TfNSW of its obligations at law.
- (g) OpCo acknowledges that to the extent that a Third Party makes no representation as to the state of affairs, OpCo agrees that TfNSW similarly makes no representation to OpCo in respect of that state of affairs.



- (h) Nothing in this Schedule B3 (*Requirements of Third Parties*) limits TfNSW's rights or OpCo's obligations in relation to Revenue Services or Completion or the rectification of Defects under this deed.
- (i) OpCo bears the full risk of:
  - (i) complying with the obligations under this Schedule B3 (*Requirements of Third Parties*); and
  - (ii) any acts or omissions of a Third Party or its employees, agents, contractors or officers, and will not be entitled to make, and TfNSW will not be liable upon, any Claim arising out of or in any way in connection with the risks referred to in this clause 1.12 or any acts or omissions of a Third Party or its employees, agents, contractors or officers.
- (j) OpCo must, on behalf of TfNSW, in performing OpCo's Activities, comply with all the obligations set out in the relevant table below.

**University of New South Wales**

<b>University of NSW (UNSW)</b>	
<b>Item</b>	<b>Responsibilities to be adopted by OpCo</b>
1.	Take account of the functions in the UNSW precinct, including the primary activities of research and teaching. Manage the works to minimise impacts on the functions on the UNSW precinct including the access and transport arrangements for staff and students.
2.	Ensure access is maintained to the UNSW lower and upper campus during construction for all relevant activities, including: <ul style="list-style-type: none"> <li>1) Pedestrian access</li> <li>2) Bicycle access</li> <li>3) Operations and delivery access</li> <li>4) Vehicle access for parking</li> </ul>
3.	Provide temporary wayfinding and signage during the Delivery Phase for access and connections through the works, to the extent that construction obstructs views to existing wayfinding and signage.
4.	Develop hoardings erected as part of the Project, in consultation with UNSW. Hoardings to be designed to ensure safety, security and community amenity, including in relation to transparency.
5.	Take account of special events in the UNSW precinct, including exams, orientation week and other events. If required by UNSW, then OpCo, TfNSW and UNSW must meet and in good faith discuss any event co-ordination requirements of any of the parties.
6.	Allow UNSW access to inspect the works on UNSW permanent lands. OpCo must accompany UNSW personnel during periods of access and must allow TfNSW personnel to be present.
7.	Protect, adjust or relocate UNSW Utility Services as required for the Project, including power, water, wastewater, stormwater, irrigation, gas, telephone communications and data communications. Works on UNSW Utility Services must comply with UNSW codes and standards where applicable. OpCo must first consult with UNSW regarding any proposed work on UNSW Utility Services, and must comply with any reasonable conditions imposed by UNSW.
8.	Accept the current condition and state of repair of the works site, and prepare a dilapidation report prior to commencing any work. Make good any damage to UNSW permanent lands or assets on completion of the work.
9.	If any relics are found in or under a work site on UNSW permanent lands, OpCo must immediately notify TfNSW and UNSW. TfNSW will deal with the relics in accordance with applicable laws and UNSW requirements. OpCo will have no rights of ownership of the relics.
10.	Notify UNSW when UNSW assets located within the works site have reached completion.
11.	Where the construction activities impact on access gates or paths into UNSW and around the precinct, provide and maintain equivalent access (including wayfinding and lighting) during the construction of the works.

<b>University of NSW (UNSW)</b>	
<b>Item</b>	<b>Responsibilities to be adopted by OpCo</b>
12.	Provide permanent wayfinding and signage both internal and external to the UNSW that caters for movements between Light Rail and the UNSW. Permanent wayfinding signs located on UNSW land outside the Permanent Light Rail Corridor to be in accordance with UNSW's Wayfinding Strategy, or as agreed between TfNSW and UNSW.
13.	The design, construction, operation and maintenance of the UNSW Anzac Parade Stop and UNSW High Street Stop must ensure there is a seamless connection between the Light Rail and the UNSW. Coordinate the design of the connections with the UNSW gate designs as it develops in relation to the Project to ensure that there is co-ordinated access provided between the Public Domain, Stops and the UNSW public domain in the vicinity of the Stops.
14.	Allow for the UNSW development activities to be undertaken concurrently with the construction of the Light Rail. Co-ordinate and manage all interfaces with UNSW development activities to be undertaken during the construction of Light Rail.
15.	At the UNSW Anzac Parade Stop provide two pedestrian crossings connecting the Mall and College Walk to the platform, subject to RMS approval.
16.	Trees on UNSW that are to be removed must be replaced in accordance with the following: <ul style="list-style-type: none"> <li>• trees are to be placed at locations determined in consultation with UNSW;</li> <li>• tree species are to be Figs, Brush Box, or other species reasonably requested by UNSW, subject to compliance with the requirements of the Planning Approval; and</li> <li>• the size of replacement trees is to be in accordance with the Planning Approval or as a minimum 100L or 5m high.</li> </ul>
17.	Transplanted or replacement trees are to be provided during the Delivery Phase. Transplanted or replacement trees are to be maintained for minimum period of 24 months after handover to UNSW.
18.	Other trees located on UNSW permanent lands that are impacted by the Light Rail are to be protected and maintained during the Delivery Phase and dealt with in accordance with RCC Tree Management Controls (contained within the RCC LEP 2012 and the RCC DCP 2013) and in accordance with RCC Tree Management Manuals and Policies.
19.	Consult with the UNSW in relation to the design of the UNSW Anzac Parade Stop and UNSW High Street Stop and all alignment and infrastructure adjacent to the UNSW.
20.	Allow the UNSW to review and comment on the design of permanent UNSW assets to be located on UNSW lands, excluding that land transferred to the project.
21.	Manage noise and vibration in consultation with the UNSW during construction to minimise impacts on the facilities of the UNSW, including the development of a specific noise and vibration plan.
22.	Be aware of exam periods and ensure that the impact on exams by OpCo's Activities is minimised as much as possible.

<b>University of NSW (UNSW)</b>	
<b>Item</b>	<b>Responsibilities to be adopted by OpCo</b>
23.	Ensure that the noise and vibration requirements for UNSW facilities are considered during operations to ensure no material adverse impacts to all existing facilities on the UNSW site, including but not limited to: <ol style="list-style-type: none"> <li>1) Lowy Cancer Research Centre</li> <li>2) Wallace Wurth Building</li> <li>3) Tyree Energy Technologies Building</li> </ol>
24.	Ensure that electromagnetic interference (EMI), moving metal interference (MMI) and radio frequency interference (RFI) are managed at the source or at the receiver to ensure that there are no material adverse impacts to all existing facilities on the UNSW site, including but not limited to: <ol style="list-style-type: none"> <li>1) Magnetic resonance imaging equipment (MRI) located in the Lowy Cancer Research Centre</li> <li>2) Single Molecule Microscope equipment located in the Lowy Cancer Research Centre</li> <li>3) Digital Spectrometer equipment located in the Lowy Cancer Research Centre and the Tyree Energy Technologies Building</li> </ol>
25.	Allow the UNSW, as a member of the Traffic and Transport Liaison Group, to comment on all relevant Traffic Management Plans and Traffic Control Plans.
26.	Notify UNSW in advance of any temporary road closures that may affect the travel of staff and/or students to UNSW.
27.	Ensure that the construction staging is developed in the vicinity of the UNSW to minimise the impact on traffic and parking during construction.
28.	Ensure that a minimum notice period of 2 weeks is provided prior to any Service Utility outage affecting the UNSW.
29.	Provide UNSW a minimum of 6 months' notice of any Service Utilities outage that will affect critical facilities or equipment. Liaise and coordinate with the UNSW to understand the potential impacts on critical facilities and equipment and any mitigation measures that could be implemented.
30.	Ensure there is no outage to the data connection between UNSW and the UNSW data centre located in the tram shed in King St Randwick, by ensuring that both diverse routes are available at all times (with the exception of cutovers) and that Light Rail construction works are co-ordinated to minimise risks associated with loss of data connection between UNSW and UNSW data centre.
31.	Provide a 600mm diameter services conduit across the Permanent Light Rail Corridor in ANZAC Parade. The services conduit is to be capped at the ends, but no pits are required. The conduit is only to be provided if other services or infrastructure are not required to be relocated or disturbed as a consequence of the installation of the conduit.
32.	In High St between Wansey St and Botany Road, provide 2 locations (to be agreed with UNSW) of 3 x 225mm conduits for future services across the Permanent Light Rail Corridor to connect the adjacent land to the university land. The conduits are to be capped at the ends, but no pits are required. The conduits are only to be provided if other services or infrastructure are not required to be relocated or disturbed as a consequence of the installation of the conduits.

<b>University of NSW (UNSW)</b>	
<b>Item</b>	<b>Responsibilities to be adopted by OpCo</b>
33.	<p>Develop a design for UNSW Gate 9 (High Street) to:</p> <ul style="list-style-type: none"> <li>a) coordinate with the Light Rail alignment;</li> <li>b) provide signalised access into UNSW for both westbound and eastbound vehicles from High Street, and from Wansey Road, subject to the requirements of RMS; and</li> <li>c) allow for movements of articulated heavy vehicles.</li> </ul> <p>During delivery of the Light Rail works, ensure:</p> <ul style="list-style-type: none"> <li>d) access to Gate 9 is maintained for heavy vehicles; and</li> <li>e) separation is provided for movements of pedestrians, cyclists and vehicles.</li> </ul>
34.	Provide UNSW with access to the CCTV system at the UNSW High Street Stop and UNSW Anzac Parade Stop. Access to be provided as a live feed from the system and without any facilities for control or recording.
35.	Protect, maintain or relocate existing public art on UNSW land which is impacted by the project. Existing public art that is impacted must be reinstated at the original location or at a new location agreed by UNSW, on the Kensington Campus.
36.	<p>UNSW permanent land required for use as compounds for Project construction activities must be fully reinstated upon completion of the works related to each compound to the previous existing condition, or as otherwise agreed between TfNSW and UNSW.</p> <p>Provide UNSW with a photographic survey and dilapidation report of UNSW's assets which are potentially affected by the Project, prior to construction.</p>
37.	Provide a liaison person with clearly defined responsibilities for engagement and communications with UNSW. OpCo must prepare and implement an engagement and communications plan specifically for the engagement and communications with UNSW.
38.	Make available to UNSW all data that is provided to TfNSW by the Project on passenger numbers, on-time running, service and vehicle reliability and other similar information, subject to it not being "Commercial-In-Confidence" or subject to confidentiality obligations.
39.	<p>Works undertaken on UNSW Permanent Assets must be undertaken in accordance with existing UNSW standards.</p> <p>Where the UNSW does not have documented standards, Randwick City Council codes and standards must be adopted, including the Randwick City Council Light Rail Urban Design Guidelines (Volumes 2) as amended.</p>
40.	Work with UNSW to develop protocols and plans to address and manage any Light Rail related risk of terrorism acts or threats to the Kensington campus or the Project in the vicinity of the Kensington campus.
For the avoidance of doubt, TfNSW will be responsible for all consultation, coordination and interface with UNSW, relying on advice and information provided to TfNSW by OpCo.	

**Australian Turf Club**

<b>Australian Turf Club (ATC)</b>	
<b>Item</b>	<b>Responsibilities to be adopted by OpCo</b>
OpCo must adopt the responsibilities set out in this table to the extent relevant to OpCo works outside the ATC property.	
1.	Take account of events and functions in and around Royal Randwick Racecourse. OpCo, TfNSW and ATC must meet and in good faith discuss any event co-ordination requirements of any of the parties.
2.	Comply with access requirements of ATC for ATC to inspect the works and to undertake ATC works. OpCo must accompany ATC personnel during periods of access and must allow TfNSW personnel to be present.
3.	Relocation, removal, upgrading, augmentation or protection of ATC utility services. Works on ATC utility services must comply with ATC codes and standards. OpCo must ensure continuity of each utility to allow ATC to conduct uninterrupted business.
4.	If any relics are found in or under the work site, OpCo must immediately notify TfNSW and ATC. TfNSW will deal with the relics in accordance with applicable laws and ATC requirements. OpCo will have no rights of ownership of the relics.
5.	Prepare construction management plans including elements dealing with: <ul style="list-style-type: none"> <li>• Racehorse management (which must provide for racehorse safety and well-being at all times).</li> <li>• Event management (to ensure normal event calendar of ATC can be run without detriment) including: <ul style="list-style-type: none"> <li>○ Race days</li> <li>○ Barrier trials and training</li> </ul> </li> <li>• Major events including Future Music for which 55,000 capacity is approved.</li> </ul>
6.	LRV stabling: <ul style="list-style-type: none"> <li>• Prepare designs and advise ATC of measures including the structural form of the facilities and stormwater management arrangements to ensure that flooding within private and public spaces within and adjacent to Royal Randwick Racecourse is no worse than existing for rainfall events up to and including the 1:100 ARI rainfall event.</li> <li>• Design and construct boundary fence to suitable urban design and acoustic standards.</li> </ul>
7.	Gate 1: <ul style="list-style-type: none"> <li>• Ensure access is always available into Royal Randwick Racecourse through the works compound</li> <li>• Design to ensure heavy vehicles can access from Gate 1, behind Royal Randwick Racecourse administration building through to the perimeter road around the race track.</li> </ul>
8.	Royal Randwick Racecourse Stop: <ul style="list-style-type: none"> <li>• Design to be suitable for safe operation for large crowds.</li> <li>• The canopy to be sized to accommodate predicted boarding demand.</li> <li>• Construction to be staged and arranged to allow business continuity of Royal Randwick Racecourse.</li> </ul>

<b>Australian Turf Club (ATC)</b>	
<b>Item</b>	<b>Responsibilities to be adopted by OpCo</b>
9.	<p>Gate 5 at Darley Road:</p> <ul style="list-style-type: none"> <li>Design and construct to marry up Light Rail grades with the Royal Randwick Racecourse.</li> <li>Ensure business continuity of Royal Randwick Racecourse during construction.</li> <li>Design to be suitable for safe operation for large crowds.</li> <li>Design to allow for vehicular access via the existing event bus route in Darley Road, around the roundabout and across the intersection of Alison and Darley Road into the Royal Randwick Racecourse.</li> </ul>
10.	<p>New Pedestrian Gates (near existing Gates 6 and 7):</p> <ul style="list-style-type: none"> <li>During delivery ensure sufficient pedestrian egress capacity outside new gates to allow pedestrian egress from racecourse lawns on major event days.</li> </ul>
11.	<p>Alison Road:</p> <ul style="list-style-type: none"> <li>Design and construct suitable barriers to prevent Light Rail and road traffic causing negative impacts on horses, in consultation with ATC.</li> <li>Minimise tree root damage.</li> </ul>
12.	<p>New Gate 7A opposite Cowper St</p> <ul style="list-style-type: none"> <li>Design and construct to ATC's revised boundary to allow for future heavy vehicle access across the Permanent Light Rail Corridor with entry from Cowper Street and egress to Cowper Street or Alison Road using the pedestrian phase of the Cowper Street traffic signals such that there is no adverse effect on the LRV operations.</li> <li>Ensure vertical alignment up to the ATC property boundary is suitable for low-slung horse transport vehicles.</li> </ul>
13.	<p>Gate 8:</p> <ul style="list-style-type: none"> <li>Design the Light Rail alignment and levels to enable the surface of the existing ramps to be married into Light Rail levels.</li> </ul>
14.	<p>Alison Road Stop:</p> <ul style="list-style-type: none"> <li>Minimise to the extent reasonably possible the use of Royal Randwick Racecourse land, demolition of ATC assets and tree removal.</li> </ul>
15.	<p>Gate 10:</p> <ul style="list-style-type: none"> <li>Design the Light Rail alignment and levels to enable the future right turn from Wansey Rd southbound to future Gate 10 levels by heavy equine vehicles.</li> <li>Coordinate and cooperate with ATC to allow construction of approved Equine Stables.</li> </ul>
16.	<p>Gate 12:</p> <ul style="list-style-type: none"> <li>Match Light Rail alignment and levels with adjacent structures.</li> </ul>
17.	<p>Utility Services:</p> <ul style="list-style-type: none"> <li>In the vicinity of each of gates 1,5,7A,10 and 12 provide 9 x 150mm diameter HDPVC power conduits and 3 x 100mm diameter HDPVC conduits for future services across the Permanent Light Rail Corridor. The conduits are to be capped at the ends, but no pits are required.</li> <li>The conduits are only to be provided if other services or infrastructure are not required to be relocated or disturbed as a consequence of the installation of the conduits.</li> </ul>
<p>For the avoidance of doubt, TfNSW will be responsible for all consultation, coordination and interface with ATC, relying on advice and information provided to TfNSW by OpCo.</p>	

**Sydney Trains**

<b>Sydney Trains (ST)</b>	
<b>Item</b>	<b>Responsibilities to be adopted by OpCo</b>
18.	If required because of final design detail, enter into an interface agreement with ST specifically for Light Rail assets constructed on ST (RailCorp) land.
19.	Take account of increased patronage on Sydney trains during events and functions in the CBD. If required by ST, then OpCo, TfNSW and ST must meet and in good faith discuss any event co-ordination requirements of any of the parties.
20.	Comply with access requirements of ST for ST to inspect the works on ST (RailCorp) land and to undertake ST works. OpCo must accompany ST personnel during periods of access and must allow TfNSW personnel to be present.
21.	Relocate, remove, upgrade, augment or protect ST utility services. Works on ST utility services must comply with ST codes and standards. OpCo must first obtain ST consent to any proposed work on ST utility services, and must comply with any conditions imposed by ST.
22.	Accept the current condition and state of repair of the Works Site, and comply with ST requirements in relation to existing ST facilities and structures.
For the avoidance of doubt:	
<ol style="list-style-type: none"> <li>1. TfNSW will be responsible for the acquisition of, or licence to occupy, ST land for permanent Light Rail assets on ST land.</li> <li>2. TfNSW will be responsible for all consultation, coordination and interface with ST, relying on advice and information provided to TfNSW by OpCo.</li> </ol>	



### Health Infrastructure (HAC)

Health Infrastructure, which is administered by the Health Administration Corporation (**HAC**), has facilities in two locations as follows:

- (a) the Randwick Health Precinct bounded by High Street, Avoca Street, Botany Street & Hospital Road, Randwick; and
- (b) the Langton Centre on South Dowling Street, Surry Hills.

The Randwick Health Precinct includes the following facilities:

- (a) Prince of Wales Hospital (**PoWH**) on High Street, including the Nelune Comprehensive Cancer Centre and UNSW Australian Advanced Treatment Centre (**Nelune Centre**) that are currently under construction on the corner of High Street and Avoca Street (SSD 6180 Development Consent approved on 7th May 2014);
- (b) Sydney Children’s Hospital Randwick (**SCH**) on High Street;
- (c) Royal Hospital for Women (**RHW**) on Barker Street;
- (d) Prince of Wales Private Hospital (**POWP**) on Barker Street; and
- (e) Health-Science Alliance on Barker Street.

Heath Infrastructure (HAC)	
Item	Responsibilities to be adopted by OpCo
1.	<b>Prince of Wales Hospital (PoWH) Main Entrance</b> This main entrance is located in High Street.
1.1	Ensure that 24 hour access is maintained for drop-off and pick-up to the main entrance including: <ul style="list-style-type: none"> <li>• a through traffic lane between the entrance and exit;</li> <li>• a separate drop-off/pick-up part-lane adjacent to the hospital front door;</li> <li>• a dedicated pedestrian footpath between High St and the hospital front door; and</li> <li>• taxi access as detailed in the Planning Approval Conditions.</li> </ul>
1.2	The drop-off part-lane must allow: <ul style="list-style-type: none"> <li>• for the passenger side door to open on the hospital front door side to ensure passenger safety for drop-off/pick-up;</li> <li>• for unencumbered passenger car door adjacent to the hospital façade; and</li> <li>• space for stopping vehicles to match the existing space.</li> </ul>
1.3	The main entrance must accommodate wheel chair movements for drop-off and pick-up, and on the dedicated pedestrian footpath between High Street and the hospital front door.
1.4	The main entrance must accommodate parking as follows: <ul style="list-style-type: none"> <li>• 6 number disable car spaces;</li> <li>• the existing number of normal car spaces; and</li> <li>• bicycle parking.</li> </ul>

<b>Heath Infrastructure (HAC)</b>	
<b>Item</b>	<b>Responsibilities to be adopted by OpCo</b>
1.5	Retain existing traffic movements from High Street and Clara Street into the PoWH main entrance and be subject to endorsement of the design by Roads and Maritime Services and Randwick City Council where applicable.
1.6	<p>The main entrance must accommodate the movements and turning circles for the following vehicle types:</p> <ul style="list-style-type: none"> <li>• patient transport;</li> <li>• emergency services, including fire services;</li> <li>• service vehicle (8.8m); and</li> <li>• passenger vehicle.</li> </ul> <p>The design of the entrance must balance the needs of vehicles, pedestrians and access to public transport. Where possible the main entrance must accommodate space for existing temporary concession fundraising stalls.</p>
2.	<b>Sydney Children’s Hospital (SCH) Network Main Entrance.</b>
2.1	<p>Ensure that 24 hour access is maintained to the main entrance for drop-off and pick-up including:</p> <ul style="list-style-type: none"> <li>• a through traffic lane between the entrance and exit;</li> <li>• a separate drop-off lane adjacent to the hospital front door; and</li> <li>• a dedicated pedestrian footpath between High Street and the hospital front door.</li> </ul>
2.2	<p>The drop-off lane must accommodate the following:</p> <ul style="list-style-type: none"> <li>• allow for the passenger side door to open on the hospital front door side to ensure passenger safety for drop-off/pick-up;</li> <li>• all unencumbered passenger car door swing to be accommodated adjacent to the hospital facade; and</li> <li>• space for stopping vehicles to match existing.</li> </ul>
2.3	The main entrance must accommodate wheel chair movements for drop-off and pick-up and for the dedicated pedestrian footpath to be maintained.
2.4	Provide for all turning movements from High Street into the SCH main entrance for emergency vehicles.
2.5	<p>The main entrance must accommodate turning movements and turning circles for the following vehicle types:</p> <ul style="list-style-type: none"> <li>• patient transport;</li> <li>• emergency services, including fire services;</li> <li>• mini-buses; and</li> <li>• cars.</li> </ul>
2.6	The design of the entrance must balance the needs of vehicles, pedestrians and access to public transport.
3.	<p><b>Sydney Children’s Hospital Emergency Department Front Door.</b></p> <p>This front door is accessed from High Street.</p>

<b>Heath Infrastructure (HAC)</b>	
<b>Item</b>	<b>Responsibilities to be adopted by OpCo</b>
3.1	<p>Ensure that 24 hour access is maintained for drop-off and pick-up by the public in the vicinity of the Emergency Department Public Entry.</p> <p>Provide suitable alternative access for drop-off by the public in the vicinity of the SCH Emergency Department Public Entry, accessed from High Street.</p>
4.	<p><b>Sydney Children’s Hospital Emergency Department Ambulance Bay.</b></p> <p>This ambulance bay is accessed from High Street</p>
4.1	<p>Ensure that 24-hour access is maintained for the Sydney Children’s Hospital Emergency Department Ambulance Bay for emergency vehicles.</p>
4.2	<p>Accommodate all movements of ambulances and not physically preclude other urgent Emergency access into and out of the SCH Emergency Department Ambulance bay.</p>
5.	<p><b>Hospital Road Intersection with High Street</b></p> <p>Accommodate all turning movements at Hospital Road including:</p> <ul style="list-style-type: none"> <li>• left in from High Street;</li> <li>• left-out into High Street;</li> <li>• right in from High Street; and</li> <li>• right-out into High Street.</li> </ul>
5.1	<p>Provide pedestrian crossings adjacent to the Hospital Road Intersection to cross Hospital Road and High Street.</p>
5.2	<p>The Hospital Road intersection must accommodate the movements and turning circles the following vehicle types:</p> <ul style="list-style-type: none"> <li>• passenger vehicle;</li> <li>• service vehicle (8.8m);</li> <li>• *single unit truck – semi rigid (12.5m); and</li> <li>• *articulated Prime mover and semi-trailer (19m).</li> </ul> <p>* Subject to Traffic Management Centre Approval.</p>
6.	<p><b>Other High Street Facilities</b></p>
6.1	<p>The existing pedestrian crossing located on High Street between Clara Street and Avoca Street will be relocated to be a signalised crossing at Clara Street.</p>
6.2	<p>Provide replacement eastbound and westbound bus stops located in the vicinity of the main entrance of the PoWH during the operation on the Project.</p>
7.	<p><b>Nelune Centre</b></p> <p>Construction of Stage 2 of the Nelune Centre (by others) will commence from late 2014 and is currently programmed to continue until late 2016. Allow for the effects of these works on the Project including:</p> <ul style="list-style-type: none"> <li>• a works zone restriction which will be implemented on the southern side of High Street, immediately west of Avoca Street. The works zone will be setup from 30m west of Avoca Street to the existing disabled parking space. A ‘NO STOPPING’ area</li> </ul>

<b>Heath Infrastructure (HAC)</b>	
<b>Item</b>	<b>Responsibilities to be adopted by OpCo</b>
	<p>will be provided for a 30m distance from Avoca Street on the southern side of High Street; and</p> <ul style="list-style-type: none"> <li>pedestrians walking on the southern side of High Street may be diverted to use northern side of the footpath between Avoca Street and marked pedestrian crossing.</li> </ul>
<b>8.</b>	<b>Langton Centre</b>
8.1	Ensure that equivalent access for service vehicles is maintained at the Langton Centre.
8.2	OpCo to provide permanent replacement parking dedicated to the Langton Centre in accordance with Schedule B2 ( <i>Action in complying with Planning Approvals</i> ).
<b>9.</b>	<p><b>Planning Approval – Electromagnetic Interference and Vibration</b></p> <p>In respect of the Randwick Health Precinct, and further to Planning Approval Condition B18(d), the detailed Vibration and Electro-Magnetic Management Plan must identify how relevant pre-operational magnetic fields and vibration levels at sensitive receiver measurement locations shall be maintained, so as to not adversely affect the existing infrastructure at the facilities throughout the construction and operational phases of the Project.</p>
<b>10.</b>	<p><b>Utilities</b></p> <p>Consult with and work with HAC to minimise disruptions to Utilities connections the Randwick Health Precinct.</p>
<p>For the avoidance of doubt TfNSW will be responsible for all consultation, coordination and interface with HAC, relying on advice and information provided to TfNSW by OpCo.</p>	

**Sydney Harbour Foreshore Authority**

<b>Sydney Harbour Foreshore Authority (SHFA)</b>	
<b>Item</b>	<b>Responsibilities to be adopted by OpCo</b>
1.	With respect to Rozelle Light Rail Facility, comply with access requirements of SHFA for SHFA to inspect the works and undertake SHFA works. OpCo must accompany SHFA personnel during periods of access and must allow TfNSW personnel to be present.
2.	With respect to Rozelle Light Rail Facility, relocate, remove, upgrade, augment or protect SHFA utility services. Works on SHFA utility services must comply with SHFA codes and standards. OpCo must first obtain SHFA consent to any proposed work on SHFA utility services, and must comply with any conditions imposed by SHFA.
3.	With respect to Rozelle Light Rail Facility, accept the current condition and state of repair of the Works Site, and comply with SHFA Facilities and Structures Principles in relation to existing SHFA Facilities and Structures.
4.	With respect to Rozelle Light Rail Facility, if required by the final design, manage and provide for alternative access arrangements for SHFA tenants impacted by the proposed Rozelle Light Rail Facility.
5.	With respect to Rozelle Light Rail Facility, if any relics are found in or under the Work Site, OpCo must immediately notify TfNSW and SHFA. TfNSW will deal with the relics in accordance with applicable laws and SHFA requirements. OpCo will have no rights of ownership in respect of the relics.
<p>For the avoidance of doubt:</p> <ol style="list-style-type: none"> <li>1. in this table "Works Site" means that area of land owned or controlled by SHFA, or over which SHFA has a right to grant a licence;</li> <li>2. TfNSW will be responsible for the acquisition of, or licence to occupy, SHFA land for the Rozelle Maintenance Facility; and</li> <li>3. TfNSW will be responsible for all consultation, coordination and interface with SHFA, relying on advice and information provided to TfNSW by OpCo.</li> </ol>	

## Schedule B4

### Requirements of Utility Provider Agreements

(Clause 9.17)

#### 1. UTILITY PROVIDER AGREEMENTS

1.1 Nothing in this Schedule B4 (*Requirements of Utility Provider Agreements*) limits TfNSW's rights or affects OpCo's obligations under any clause of this deed.

1.2 OpCo acknowledges that TfNSW has entered into, or will enter into, an agreement with:

(a) Sydney Water Corporation, entitled "Sydney Light Rail Project SWC Interface Agreement" substantially in the form of the document with the reference number 227326191.27 uploaded to the Sydney Light Rail Data Room on 29 October 2014 (**Sydney Water Interface Agreement**); and

(b) Ausgrid entitled "Agreement for Adjustment Works to Network Assets" substantially in the form of the document with the reference number ME\_117018097\_2 uploaded to the Sydney Light Rail Data Room on 31 October 2014 (**Ausgrid Network Adjustment Agreement**),

together referred to in this Schedule B4 (*Requirements of Utility Provider Agreements*) as the Utility Provider Agreements and each is a Utility Provider Agreement.

1.3 In this Schedule B4 (*Requirements of Utility Provider Agreements*), a reference to a Utility Provider is a reference to the relevant non-TfNSW party to a Utility Provider Agreement.

1.4 OpCo, in performing OpCo's Activities:

(a) must comply with, satisfy, carry out and fulfil all of the obligations, conditions and requirements of each Utility Provider Agreement (other than those obligations set out in the relevant table below) as if it were named as TfNSW in that Utility Provider Agreement so as to ensure that TfNSW is able to fully meet its obligations under each Utility Provider Agreement or otherwise at law;

(b) must comply with and fulfil any other conditions, obligations or requirements allocated to OpCo in this Schedule B4 (*Requirements of Utility Provider Agreements*) that are additional to or more stringent or onerous than the conditions and requirements described in clause 1.4(a);

(c) must assist TfNSW in any way that TfNSW reasonably requires to enable TfNSW to perform the obligations identified for TfNSW to perform in each table below; and

(d) may not exercise any of TfNSW's discretions or rights under any Utility Provider Agreement unless agreed by TfNSW in writing.

1.5 Where a Utility Provider Agreement provides that:

(a) OpCo must; or

(b) TfNSW must ensure that OpCo will,

do something or comply with an obligation, OpCo must, in performing OpCo's Activities, do that thing or comply with that obligation.

- 1.6 Where TfNSW is required to comply with an obligation under a Utility Provider Agreement pursuant to this Schedule B4 (*Requirements of Utility Provider Agreements*), and that obligation provides for TfNSW to give a document, notice or information to a Utility Provider or the Independent Certifier or another party:
- (a) OpCo must not provide any such document, notice or information directly to the Utility Provider or the Independent Certifier or another party; and
  - (b) If requested by TfNSW, OpCo must provide a draft of such document, notice or information to TfNSW within a reasonable time sufficient for TfNSW to review and comment on the document, notice or information and provide it to the Utility Provider or the Independent Certifier or another party within the time period required by that Utility Provider Agreement.
- 1.7 Where a Utility Provider Agreement provides for a Utility Provider or the Independent Certifier or another party to provide a document, notice or information to TfNSW, to the extent that the document, notice or information is relevant to rights or obligations to be complied with by OpCo, TfNSW will provide a copy of the document, notice or information to OpCo within a reasonable time after receipt of the document, notice or information from the Utility Provider or the Independent Certifier or other party.
- 1.8 OpCo must, in carrying out OpCo's Activities:
- (a) comply with any reasonable directions of TfNSW's Representative to the extent that they reflect the conditions and requirements of each Utility Provider Agreement or other requirement of each Utility Provider;
  - (b) ensure that no act or omission of OpCo constitutes, causes or contributes to any breach by TfNSW of its obligations to each Utility Provider under each Utility Provider Agreement or otherwise at law; and
  - (c) otherwise act consistently with the terms of each Utility Provider Agreement.
- 1.9 Whenever, pursuant to the terms of a Utility Provider Agreement, TfNSW makes an acknowledgement or gives a release or warranty, indemnity or covenant to the Utility Provider under any clause of a Utility Provider Agreement then, subject to what is provided in this Schedule B4 (*Requirements of Utility Provider Agreements*) and the other terms of this deed, OpCo is deemed to make the same acknowledgement or give the same release or warranty, indemnity or covenant to TfNSW on the same terms and conditions as the acknowledgement, release or warranty, indemnity or covenant made or given by TfNSW under each Utility Provider Agreement in the same way as if the relevant terms of the acknowledgement, release or warranty, indemnity or covenant were set out in full in this deed.
- 1.10 OpCo acknowledges that to the extent that each Utility Provider Agreement contains a provision pursuant to which the Utility Provider is stated to make no representation as to the state of affairs, OpCo agrees that TfNSW similarly makes no representation to OpCo in respect of that state of affairs in the same way as if the relevant terms of each Utility Provider Agreement were set out fully in this deed.
- 1.11 Nothing in any Utility Provider Agreement or this Schedule B4 (*Requirements of Utility Provider Agreements*) limits TfNSW's rights or OpCo's obligations in relation to Revenue Services or Completion or the rectification of Defects under this deed.

- 1.12 Except as expressly entitled under this deed, OpCo bears the full risk of:
- (a) complying with the obligations under this Schedule B4 (*Requirements of Utility Provider Agreements*);
  - (b) any acts or omissions of a Utility Provider or its employees, agents, contractors or officers; and
  - (c) will not be entitled to make, and TfNSW will not be liable upon, any Claim arising out of or in any way in connection with:
    - (i) the risks referred to in this clause 1.12; or
    - (ii) any acts or omissions of a Utility Provider or its employees, agents, contractors or officers.
- 1.13 The terms used in the tables below that are capitalised but are not defined in this deed have the same meaning as in the relevant Utility Provider Agreement.
- 1.14 OpCo must, on behalf of TfNSW, comply with all the obligations of TfNSW under the Utility Provider Agreements, except for those obligations set out in the clauses listed in the first column of the relevant table below and subject to the provisions set out in the second column of the relevant table below.



2. SYDNEY WATER INTERFACE AGREEMENT

<b>SYDNEY WATER INTERFACE AGREEMENT</b>	
<b>Clause</b>	<b>Extent of compliance by OpCo (if any)</b>
1.5	Nil
1.7	Nil
1.8	OpCo must provide advice and information to TfNSW to enable TfNSW to fulfil TfNSW's obligations under this clause.
2.3	Nil
4	Nil
5	OpCo must, where relevant, provide advice and information to TfNSW to enable TfNSW to fulfil TfNSW's obligations under this clause.
6.1	OpCo must, where relevant, provide advice and information to TfNSW to enable TfNSW to fulfil TfNSW's obligations under this clause.
7.1(a)(ii)(H)	Nil
8.1	Nil
9.2	Nil
9.3(d)	Nil
9.3(e)	Nil
19.2	Nil. Note that TfNSW will delegate certain responsibilities to a representative of OpCo, where appropriate.
19.3	Nil, except that a representative of OpCo may be invited under clause 19.3(a)(ii) to participate in discussions.
23(b)	All, in relation to the CSELR and any future light rail works involving OpCo. Nil in relation to any future light rail works not involving OpCo.
27	All, in relation to the CSELR and any future light rail works involving OpCo. Nil in relation to any future light rail works not involving OpCo.
29	All, in relation to the Operator Representative. Nil, in relation to TfNSW Representative.
<b>Schedule 3: Operation &amp; Maintenance Requirements</b>	
1.2	All, except TfNSW will coordinate with SWC in relation to future light rail works.

3. **AUSGRID NETWORK ADJUSTMENT AGREEMENT**

<b>AUSGRID DEED FOR ADJUSTMENT WORKS TO NETWORK ASSETS</b>	
<b>Clause</b>	<b>Extent of compliance by OpCo (if any)</b>
3.1(a)	Nil
4(a)(iii)	Nil
5	Nil
6.1(a)	Nil
6.2(a)	OpCo must engage with TfNSW and Ausgrid in developing the Communications Protocol.
6.2(d)	Nil
6.9	OpCo is required to obtain all relevant Approvals in respect of the Project, except for the Planning Approval and Roads Act Approval. TfNSW will be responsible for obtaining the Planning Approval and Roads Act Approval only.
6.13(b)	OpCo is required to obtain all relevant Approvals in respect of the Project, except for the Planning Approval and Roads Act Approval. TfNSW will be responsible for obtaining the Planning Approval and Roads Act Approval only.
9(c)	All, although TfNSW will provide reasonable assistance.
13(b)	OpCo must engage with TfNSW and Ausgrid to agree the appropriate numbers and durations of Ausgrid personnel required.
14.2(d)	Nil
16	Nil
21	OpCo must provide advice and information to TfNSW to enable TfNSW to fulfil TfNSW's obligations under this clause.
22	OpCo must, where relevant, provide advice and information to TfNSW to enable TfNSW to fulfil TfNSW's obligations under this clause.
26.1	Nil
27.4	OpCo must, where relevant, provide advice and information to TfNSW to enable TfNSW to fulfil TfNSW's obligations under this clause.
27.11	Nil
27.12	Nil
27.21	Nil, except that if TfNSW issues a notice to Ausgrid under this clause and the amendments in Schedule 2 to the deed take effect, OpCo is responsible for complying with the amended clause 23.1(a) ( <i>TfNSW's release and indemnity</i> ) of the deed.

## Schedule B5

### Easement and Land Arrangements

(Clause 12.7)

#### 1. DEFINITIONS

In this Schedule B5 (*Easement and Land Arrangements*):

**Adjacent Land** has the meaning given in clause 3.1(a).

**Existing Land Arrangements** means contracts, deeds, covenants, agreements and other arrangements entered into, or which will be entered into, by TfNSW, or which TfNSW is otherwise obliged to comply with, in relation to the SLR Site, including:

- (a) the Licence for Permitted Use for the Sydney light rail inner west extension between Rail Corporation New South Wales (ABN 59 325 778 353) and Transport for NSW dated 18 June 2012;
- (b) the Licence for Permitted Use between Rail Corporation New South Wales (ABN 59 325 778 353) and Edwin Davey Pty Ltd (ABN 11 147 382 198) dated 22 July 2013;
- (c) the Individual Access Deed between MTS Holding Company Pty Limited (ABN 94 156 211 906) and Edwin Davey Pty Ltd (ABN 11 147 382 198) dated 22 July 2013;
- (d) the Deed of Licence between Sydney Harbour Foreshore Authority (ABN 51 437 725 177) and Transport for NSW (ABN 18 804 239 602) for access and use of land for the works and operations and maintenance required for the Sydney Light Rail Inner West Extension;
- (e) the Licence between Transport for NSW (ACN 000 037 409) and Verizon Australia Pty Ltd (ACN 081 001 194) for access to certain land, comprising documents:
  - (i) Verizon licence agreement – Final.pdf;
  - (ii) Verizon– Annexure A.PDF
  - (iii) 10737 LR Contractors Document.pdf;
  - (iv) 10738 Light Rail Envelope Brief.pdf; and
  - (v) 11356 Permit for Access.pdf,

substantially in the form uploaded to the Sydney Light Rail Data Room on 15 December 2014.

**Land Arrangements** means contracts, deeds, covenants, agreements and other arrangements entered into by TfNSW, or which TfNSW is otherwise obliged to comply with, in relation to the Permanent Light Rail Corridor or any land on which any Assets are located other than:

- (a) the arrangements referred to in clause 2.1 (*Existing Land Arrangements and Existing Easements*); and
- (b) the Easements.

## 2. EASEMENTS AND LAND ARRANGEMENTS

### 2.1 Existing Land Arrangements and Existing Easements

OpCo must, during the term of the licences provided for in clauses 12.1 (*Construction Site Licence*) and 12.4 (*Licence*) of the Operative Provisions, comply with the terms of:

- (a) any easements, restrictions on use, covenants, agreements or other similar arrangements burdening or benefiting the land contained in the SLR Site as recorded in the register maintained by Land and Property Information New South Wales under the *Real Property Act 1900* (NSW) as at the date of this deed, including those easements referred to in Appendix 6 to Schedule E1 (*Scope and Performance Requirements*); and
- (b) the Existing Land Arrangements to the extent TfNSW, or another government entity, is bound to comply with those arrangements.

### 2.2 Land Arrangements and Easements

- (a) OpCo acknowledges and agrees that Land Arrangements and Easements will apply to the Permanent Light Rail Corridor and any Assets.
- (b) OpCo must, during the term of the licence provided for in clause 12.4 (*Licence*) of the Operative Provisions, comply with the terms of any Land Arrangements and Easements.

## 3. EASEMENTS RESERVED BY TFNSW

### 3.1 TfNSW reservation of rights

TfNSW reserves the right at all times for the purposes of:

- (a) providing public or private access to or egress from the Permanent Light Rail Corridor, the site of Assets or other land adjacent to or in the vicinity of that land (**Adjacent Land**);
- (b) providing support or shelter of structures erected or to be erected on the Permanent Light Rail Corridor, the site of Assets or the Adjacent Land;
- (c) providing support for the structures of the SLR or any infrastructure or Utility Services associated with the SLR;
- (d) providing access to any infrastructure for the purpose of use, inspection, maintenance, repair or renewal of that infrastructure;
- (e) providing road, rail or other infrastructure or other services including water, drainage, sewerage, gas and other fuels, electricity, telephonic and electronic communications to, or to pass through, the Permanent Light Rail Corridor, the site of Assets or the Adjacent Land;
- (f) providing any statutory easements;
- (g) providing, in relation to the site of Assets or Adjacent Land, for regulation of the relationship between the Permanent Light Rail Corridor, the site of Assets and the Adjacent Land and the sharing of costs;
- (h) providing for noise, vibration and electrolysis resulting from the conduct of rail activities; and

- (i) satisfying any other requirements of this Schedule B5 (*Easement and Land Arrangements*),
- to:
- (j) create, or consent to the creation by a third party of, any Easements benefiting or burdening, the Permanent Light Rail Corridor, the site of Assets or any Adjacent Land with:
    - (i) any of the owners, lessees, tenants or occupiers of the site of Assets or Adjacent Land; or
    - (ii) any Authority,and to release, vary, modify or give waivers of such Easements; or
  - (k) dedicate land of which it is the owner of the fee simple estate for road, rail or other purposes, upon such terms and conditions as TfNSW thinks fit, provided that where any such Easement (or release, variation, modification or waiver of such Easement) or dedication could reasonably be expected to have a material adverse effect on the design, construction, maintenance or operation of the SLR (including the maintenance and operation and maintenance of the Permanent Light Rail Corridor) or upon the ability of OpCo to undertake the SLR PPP in accordance with the Project Agreements, TfNSW must consult with OpCo prior to the creation of any such Easement (or release, variation, modification or waiver in respect of such Easement) or dedication of land.

**4. EASEMENTS FOR OPCO'S BENEFIT**

- (a) After the Date of Completion, OpCo may, by written notice to TfNSW, request that TfNSW procure to be created Easements that comply with clause 4(b), provided that:
  - (i) TfNSW is the owner of the estate in fee simple of; and
  - (ii) there are no inconsistent interests in,  
the land which is to be benefited or burdened by such Easements; and
  - (iii) the relevant provider of Utility Services, council, infrastructure owner, or third party, as the case may be, consents to the creation of each such Easement.
- (b) TfNSW will endeavour to obtain easements where such Easements are proposed on reasonable terms and are reasonably required by any of those parties at no cost to TfNSW for the purposes of:
  - (i) access and structural support for rock anchors, columns, footings, beams, structural support and other structures protecting and/or supporting the SLR;
  - (ii) connecting Utility Services to the SLR;
  - (iii) access to Assets or Adjacent Land reasonably necessary for the purposes of maintenance of the SLR;
  - (iv) satisfying any requirements to be satisfied by OpCo pursuant to this Schedule B5 (*Easement and Land Arrangements*); or

- (v) the location, access to, and use and maintenance of, any Assets.

However, TfNSW provides no warranty that these easements will be made available and OpCo must endeavour to design the SLR works such that additional easements are not required.

## 5. NOTICE OF LOCATION, DIMENSIONS AND TERMS

- (a) Subject to clause 3 (*Easements reserved by TfNSW*), each of TfNSW and OpCo must notify the other party of the exact location and dimension of any Easement it requires under clauses 3.1 (*TfNSW reservation of rights*) and 4 (*Easements for OpCo's benefit*) (as the case may be) as soon as practicable.

- (b) A notice from OpCo under clause 5(a) must be accompanied by:

- (i) a plan showing:

- (A) the location and dimensions of the three dimensional envelope which accommodates the site of the Easement; and
- (B) the location of the Easement relative to existing structures and public services,

in a form registrable with the Land and Property Information division of the Department of Finance and Services of New South Wales; and

- (ii) the proposed terms of the Easement.

- (c) Where TfNSW receives a notice under clause 5(a), it will:

- (i) approve of the location and dimensions of the Easement and the proposed terms of the Easement; or
- (ii) reject the location and dimensions of the Easement,

and in each case TfNSW must act reasonably and must communicate its approval or rejection to OpCo as soon as practicable but in any event within 40 Business Days of the date of receipt of that notice.

- (d) In the event that TfNSW rejects the location and dimensions, or the proposed terms, of any Easement under clause 5(c)(ii):

- (i) TfNSW may, at the time of such rejection, notify OpCo of an alternate or amended location and dimensions of or proposed terms for, the Easement;
- (ii) OpCo may notify TfNSW of an alternative or amended location and dimensions of, or proposed terms for, the Easement, in which case such notice will be treated as a notice under clause 5(a); and
- (iii) if no alternate or amended location and dimensions, or the proposed terms, can be agreed either of TfNSW or OpCo may refer the matter to be resolved in accordance with clause 56 (*Dispute resolution*) of the Operative Provisions.

## 6. NO CLAIM

OpCo may not make any Claim or requisition under this Schedule B5 (*Easement and Land Arrangements*) or rescind or terminate this deed because:

- (a) of the existence of an easement, covenant or other affectation identified or defined in clause 1 (*Definitions*);
- (b) it receives notice from TfNSW pursuant to clause 5 (*Notice of location, dimensions and terms*); or
- (c) any Easement is created.

7. **REGISTRATION**

- (a) OpCo must prepare such documents as are necessary to create the Easements to be granted by TfNSW or a third party pursuant to clause 4 (*Easements for OpCo's benefit*) and, subject to clause 4(a)(iii), obtain the consent of, and execution of, such documents prior to their registration by:
  - (i) TfNSW; and
  - (ii) any other party,as required to effect registration of the Easement.
- (b) The parties will use reasonable endeavours to execute and obtain the registration of any Easements which are granted by TfNSW pursuant to clause 4 (*Easements for OpCo's benefit*) as soon as practicable.

## Schedule B6

### Section Access Schedule

#### 1. OVERVIEW AND SCOPE

##### 1.1 General

- (a) Without limiting OpCo's other obligations under this deed in relation to the Construction Site, OpCo, must, in executing OpCo's Activities, comply with the requirements set out in this Schedule B6 (*Section Access Schedule*).
- (b) OpCo will be given access to Sections of the Construction Site at the times and subject to compliance by OpCo with the conditions set out in this Schedule B6 (*Section Access Schedule*).

##### 1.2 References

In this Schedule B6 (*Section Access Schedule*):

- (a) a reference to the "Construction Site Drawings" is a reference to the drawings listed in Table 1 of SPR Appendix 2 (*Construction Site*);
- (b) a reference to Lot [No.] and DP [No.] are references to land contained in the lots and Deposited Plans (**DP**) registered with Land and Property Information, New South Wales under the *Real Property Act 1900* (NSW);
- (c) "Control" of a Section, means undertaking all the activities required to manage and control access to the Section and maintaining the temporary and permanent infrastructure provided by OpCo including the Temporary Works. Such activities will include managing, controlling and maintaining the security of the Section, conducting basic familiarisation and safety inductions for all those accessing the Section, and liaising with all relevant Authorities and Stakeholders;
- (d) a reference to the "City of Sydney Development Agreement" is to the agreement entitled "Development Agreement: Sydney Light Rail Project" between TfNSW and the City of Sydney referred to in Schedule B3 (*Requirements of Third Party Agreements*);
- (e) a reference to the "Centennial Park and Moore Park Trust Development Agreement" is to the agreement entitled "Development Agreement: Sydney Light Rail Project" between TfNSW and the Centennial Park and Moore Park Trust referred to in Schedule B3 (*Requirements of Third Party Agreements*);
- (f) a reference to "ROL" is to a road occupancy licence to be obtained by OpCo from TMC, or any other relevant Authority, in accordance with clause 12.5 (*Road Occupancy Licences*) of the Operative Provisions;
- (g) a reference to a "Class 1 Event" is a reference to an organised event that impacts normal major traffic and transport systems and causes significant disruptions to the non-event community. An example is an event that affects a principal transport route in Sydney, or one that reduces the capacity of the main arterial roads; and
- (h) a reference to a "Class 2 Event" is a reference to an organised event that impacts normal local traffic and transport systems and causes a low scale disruption to the non-event community. An example is an event that blocks off a main street or road but does not impact a principal transport route.



### 1.3 Boundaries

- (a) Subject to clause 1.3(b), each Section in the Construction Site Drawings contains the land enclosed by the area represented for that Section in the Construction Site Drawings.
- (b) Sections in the Construction Site Drawings are generally unrestricted in height and depth above and below the plan area represented in Construction Site Drawings, unless a limit is specified in the Construction Site Drawings or described in words in Table 2 of this Schedule B6 (*Section Access Schedule*).
- (c) Where boundaries of a Section are identified as curved in the Construction Site Drawings, the boundary is defined by the schedule of curved boundaries.
- (d) As identified in the "Section Description" column of Table 1 of this Schedule B6 (*Section Access Schedule*), some Sections are a part or parts of public road reserves. For each of those Sections, the Section boundaries comprise:
  - (i) where the Construction Site Drawings show a continuous straight line between two coordinated boundary points, the boundary is that line defined by those coordinated boundary points; and
  - (ii) for all boundaries other than those described in clause 1.3(d)(i) above, the property boundaries of the relevant parts of the public road reserves.
- (e) In relation to each of Sections PS-SE46-A1, PS-SE46-A2 and PS-SE46-A3:
  - (i) the parties acknowledge that the Section is for the purpose of a catenary support pole which, at the date of this deed, is anticipated to be located in the Section;
  - (ii) the parties acknowledge that the Temporary Area Section adjoining the Section is for the purpose of Temporary Works during construction of the catenary support pole; and
  - (iii) OpCo may, subject to agreement with TfNSW (which shall not be unreasonably withheld), amend the boundaries of the Section and the adjoining Temporary Area Section to suit the final catenary support pole location determined in the development of the design for the pole.

## 2. SECTION ACCESS DATES, AND CONDITIONS OF ACCESS

### 2.1 Section Access Dates

The Section Access Date for each Section is identified in Table 1 of this Schedule B6 (*Section Access Schedule*).

**Table 1** Section Access Dates

Item #	Section	Section Description	Section Type	Section Access Date
1	PS-CB01	Part of Alfred Street public road reserve from Loftus Street to George Street intersections, including parts of Loftus Street and Pitt Street public road reserves	Road block	██████████
1a	PS-CB01-A1	Part of Loftus Street public road reserve	Road block	██████████
1b	PS-CB01-A2	Part of Pitt Street public road reserve	Road block	██████████
2	TA-CB01	First Fleet Park	Park	██████████
3	PS-CB29	Part of George Street public road reserve from Alfred Street intersection to Essex Street intersection	Road block	██████████
3a	PS-CB28	Circular Quay substation site	Property	██████████
4	PS-CB30	Parts of public road reserves at the George Street and Essex Street intersection	Intersection	██████████
4a	PS-CB30-A1	Parts of public road reserve at the George Street and Essex Street intersection	Intersection	██████████
5	PS-CB31	Part of George Street public road reserve, between Essex Street and Grosvenor Street intersections, including part of Dalley Street public road reserve	Road block	██████████
6	PS-CB02	Parts of public road reserves at the George Street, Grosvenor Street and Bridge Street intersection	Intersection	██████████
6a	PS-CB02-A1	Parts of public road reserve at the George Street and Grosvenor Street intersection	Intersection	██████████
6b	PS-CB02-A2	Parts of public road reserve at the George Street and Bridge Street intersection	Intersection	██████████

Item #	Section	Section Description	Section Type	Section Access Date
7	PS-CB03	Part of George Street public road reserve between Bridge Street and Margaret Street intersection, including parts of Jamison Street and Bond Street public road reserves	Road block	██████████
8	PS-CB04	Parts of public road reserves at the George Street, Margaret and Hunter Street intersection, including part of Curtin Place public road reserve	Intersection	██████████
8a	PS-CB04-A1	Parts of public road reserve at the George Street and Margaret Street intersection	Intersection	██████████
9	PS-CB05	Part of George Street public road reserve between Hunter Street and King Street, including parts of Wynyard Street public road reserve to Wynyard Lane	Road block	██████████
10	PS-CB25	Martin Place (substation) east of George Street, being the whole of Lot 1, DP 571839	Property	██████████
10a	TA-CB03	Martin Place (substation) east of George Street	Property	██████████
10b	PS-CB25-A1	Martin Place (substation) stratum	Property	██████████
10c	PS-CB25-A2	Martin Place (substation) stratum	Property	██████████
10d	TA-CB03-A1	Martin Place (substation) above subsurface cable area	Property	██████████
11	PS-CB06	Parts of public road reserves at the George Street and King Street intersection	Intersection	██████████
11a	PS-CB06-A1	Parts of public road reserve at the George Street and King Street intersection	Intersection	██████████

Item #	Section	Section Description	Section Type	Section Access Date
12	PS-CB07	Part of George Street public road reserve between King Street and Market Street and part of Lot 2 DP 881639	Road block	██████████
13	PS-CB08	Parts of public road reserves at the George Street and Market Street intersection and parts of Lot 2 DP 881639, Lot 1 DP 811077 and Lot 1 1017237	Intersection	██████████
14	PS-CB09	Part of George Street public road reserve between Market Street and Park/Druitt Street and part of Lot 1 DP 811077	Road block	██████████
15	PS-CB10	Parts of public road reserves at the George Street, Park Street and Druitt Street intersection and parts of Lot 1 DP 869416, Lot DP 811077 and Lot 1 DP 1101003	Intersection	██████████
15a	PS-CB10-A1	Parts of public road reserve at the George Street and Druitt Street intersection	Intersection	██████████
16	PS-CB11	Part of George Street public road reserve between Park/Druitt Street and Bathurst Street and part of Lot 1 DP 1101003	Road block	██████████
17	PS-CB12	Parts of public road reserves at the George Street and Bathurst Street intersection and parts of Lot 1 DP 1101003 and Lot 10 DP 802260	Intersection	██████████
18	PS-CB13	Part of George Street public road reserve between Bathurst and Liverpool Street, including parts of Wilmot Street and Central Street public road reserves	Road block	██████████
18a	PS-CB13-A1	Part of public road reserve at the George Street and Central Street intersection	Intersection	██████████
19	PS-CB14	Parts of public road reserves at the George Street and Liverpool Street intersection	Intersection	██████████
20	PS-CB15	Part of George Street public road reserve between Liverpool Street and Goulburn St	Road block	██████████



Item #	Section	Section Description	Section Type	Section Access Date
21	PS-CB16	Parts of public road reserves at the George Street and Goulburn Street intersection	Intersection	██████████
22	PS-CB17	Part of George Street public road reserve between Goulburn Street and Hay Street, including part of Campbell Street public road reserve	Road block	██████████
22a	PS-CB17-A1	Part of public road reserve at the George Street and Campbell Street intersection	Intersection	██████████
23	PS-CB18	Parts of public road reserves at the George Street and Hay Street intersection, including Hay Street to Dixon and Hay Street to including Parker Street intersection	Intersection	██████████
23a	PS-CB33	Parker Street substation site	Property	██████████
23b	PS-CB33-A1	Part of public road reserve stratum at the Hay Street and Parker Street intersection	Intersection	██████████
23c	TA-CB33-A2	Part of public road reserve at the Hay Street and Parker Street intersection	Intersection	██████████
23d	PS-CB18-A1	Part of public road reserve at the Hay Street and Sussex Street intersection	Intersection	██████████
24	PS-CB19	Part of George Street public road reserve south of Hay Street and including parts of Rawson Place, Ultimo Road and Barlow Street public road reserve	Road block	██████████
24a	PS-CB19-A1	Part of public road reserve at the George Street and Ultimo Road intersection	Intersection	██████████
24b	PS-CB19-A2	Part of public road reserve at the George Street and Rawson Place intersection	Intersection	██████████
25	TA-CB02	Belmore Park area near Hay Street	Park	██████████
26	PS-CB20	Part of Rawson Place public road reserve between George Street and Pitt Street, including part of Rawson Lane public road reserve	Road block	██████████

Item #	Section	Section Description	Section Type	Section Access Date
27	PS-CB21	Parts of public road reserves at the Eddy Avenue, Rawson Place and Pitt Street intersection	Intersection	██████████
28	PS-CB22	Part of Eddy Avenue public road reserve between Pitt Street and Elizabeth Street	Road block	██████████
29	PS-CB32	Part of Eddy Avenue public road reserve between Pitt Street and Elizabeth Street (existing bus area)	Road block	██████████
30	PS-CB23	Parts of public road reserves at the Elizabeth Street, Eddy Avenue, Foveaux Street and Chalmers Street intersection	Intersection	██████████
30a	PS-CB23-A1	Parts of public road reserve at the Elizabeth Street and Eddy Avenue intersection	Intersection	██████████
31	PS-CB27	RailCorp land corner of Eddy Avenue and Elizabeth Street	Property	██████████
32	PS-CB24	Parts of public road reserves at the Chalmers Street between Elizabeth Street and Randle and Devonshire Street intersection	Road block	██████████
33	PS-CB26	Part of Elizabeth Street public road reserve between Chalmers Street and Devonshire Street, including parts of Randle Street and Randle Lane public road reserve	Road block	██████████
34	PS-SE39	RailCorp Land near Chalmers Street	Property	██████████
34a	PS-SE39A	Chalmers Street substation site	Property	██████████
34b	PS-SE39A-A1	Chalmers Street substation site stratum [3m wide cable route]	Property	██████████
34c	TA-SE15-A1	Chalmers Street substation site	Property	██████████
34d	TA-SE15-A2	Chalmers Street substation site [3m wide cable route]	Property	██████████
34e	TA-SE15-A3	Chalmers Street substation site	Property	██████████

Item #	Section	Section Description	Section Type	Section Access Date
35	PS-SE01	Parts of public road reserves at the Chalmers Street, Randle Street and Devonshire Street intersection	Intersection	██████████
35a	PS-SE01-A2	Parts of public road reserve at the Chalmers Street and Devonshire Street intersection	Intersection	██████████
36	PS-SE59	Part of Devonshire Street public road reserve between Chalmers Street and Elisabeth Street, including parts of Chalmers Lane and Buckingham Street public road reserves	Road block	██████████
37	PS-SE02	Parts of public road reserves at the Devonshire Street and Elizabeth Street intersection	Intersection	██████████
37a	PS-SE02-A1	Parts of public road reserve at the Elizabeth Street and Devonshire Street intersection	Intersection	██████████
38	PS-SE03	Part of Devonshire Street public road reserve between Elizabeth Street and Steel Street, including parts of Holt Street, Clisdell Street, Waterloo Street, Adelaide Place and Steel Street public road reserves	Road block	██████████
39	PS-SE04	Part of Devonshire Street public road reserve between Steel Street and Crown Street, including parts of Little Riley Street, Riley Street and Marlborough Street public road reserve	Road block	██████████
40	PS-SE41	163 Devonshire Street (Northcott Estate)	Property	██████████
41	PS-SE42	Ward Park	Park	██████████
42	TA-SE01	Ward Park	Park	██████████
42a	TA-SE15	Ward Park	Road	██████████
43	PS-SE05	Parts of public road reserves at the Devonshire Street, Crown Street and High Holborn Street intersection	Intersection	██████████



Item #	Section	Section Description	Section Type	Section Access Date
43a	PS-SE05-A1	Parts of public road reserve at Crown Street and Devonshire Street intersection	Intersection	██████████
44	PS-SE06	Part of Devonshire Street public road reserve between Crown Street and Bourke Street, including parts of Esther Lane, Esther Street, Wilshire Street, Edgely Street, Violet Street and Nickson La public road reserve	Road block	██████████
45	PS-SE07	Parts of public road reserves at the Devonshire Street and Bourke Street intersection, including part of Bourke Street public road reserve up to Nobbs Street	Intersection	██████████
45a	PS-SE07-A1	Parts of public road reserve at the Bourke Street and Parkham Street intersection,	Intersection	██████████
46	PS-SE43	Wimbo Park	Park	██████████
47	PS-SE44	Olivia Gardens	Property	██████████
48	PS-SE45	625-629 South Dowling Street (Langton Centre)	Property	██████████
49	PS-SE08	Part of South Dowling Street (Northbound) public road reserve	Intersection	██████████
50	PS-SE09	Eastern Distributor Motorway Crossing	Intersection	██████████
50a	PS-SE09aA	Eastern Distributor Motorway Crossing- South Dowling Street On Ramp	Road Block	██████████
50b	PS-SE09-A1	Eastern Distributor Motorway Stratum	Property	██████████
51	PS-SE60	Eastern Distributor Motorway Pedestrian bridge (near Parkham Street)	Intersection	██████████
52	PS-SE10	Part of South Dowling Street (Southbound) public road reserve	Intersection	██████████



Item #	Section	Section Description	Section Type	Section Access Date
52a	PS-SE10-A1	Part of South Dowling Street (Southbound) public road reserve	Intersection	████████
53	PS-SE27	Moore Park West	Park	████████
54	TA-SE02-A1	Part of Anzac Parade road reserve	Road Block	████████
54a	TA-SE02	Moore Park West	Property	████████
54b	PS-SE57	Moore Park West tunnel	Park	████████
55	PS-SE40	Anzac Parade crossing	Intersection	████████
55a	PS-SE40-A1	Anzac Parade Bridge foundations and landing in Anzac Parade and at Sydney Boys High School	Property	████████
55b	TA-SE13-A1	Anzac Parade Bridge foundations and landing in Anzac Parade and at Sydney Boys High School	Property	████████
56	TA-SE03	Anzac Parade and Moore Park busway tunnel crossing	Park	████████
56a	PS-SE58	Anzac Parade and Moore Park busway tunnel	Park	████████
57	PS-SE46	Moore Park Tramway Oval and land to Lang Road	Park	████████
57a	PS-SE46-A1	Part of Moore Park near busway from Tramway Oval to Lang Road [pole location – indicative only]	Park	████████
57b	PS-SE46-A2	Part of Moore Park near busway from Tramway Oval to Lang Road [pole location – indicative only]	Park	████████
57c	PS-SE46-A3	Part of Moore Park near busway from Tramway Oval to Lang Road [pole location – indicative only]	Park	████████
58	TA-SE04	Moore Park Tramway Oval	Park	████████
58a	TA-SE04A	Moore Park Tramway Oval	Park	████████
59	TA-SE05	Moore Park Construction Compound	Park	████████
59a	TA-SE 05A	Moore Park - Realigned Bus Loop Works	Park	████████

Item #	Section	Section Description	Section Type	Section Access Date
59b	TA-SE 05B	Moore Park - Stop Forecourt Works	Park	██████████
59c	TA-SE16	Driver Avenue Access Road	Park	██████████
60	TA-SE13	Moore Park busway (southbound lane) from Tramway Oval to Lang Road	Road block	██████████
60a	TA-SE13-A2	Part of Moore Park near busway from Tramway Oval to Lang Road	Park	██████████
60b	TA-SE13-A3	Part of Moore Park near busway from Tramway Oval to Lang Road	Park	██████████
60c	TA-SE13-A4	Part of Moore Park near busway from Tramway Oval to Lang Road	Park	██████████
61	PS-SE11	Part of public road reserve at the Lang Road and Anzac Parade intersection	Intersection	██████████
61a	PS-SE11-A1	Part of public road reserve at the Lang Road and Anzac Parade intersection	Intersection	██████████
61b	PS-SE11-A2	Part of public road reserve at the Lang Road and Anzac Parade intersection	Intersection	██████████
61c	PS-SE11-A3	Part of public road reserve at the Lang Road and Anzac Parade intersection	Intersection	██████████
62	TA-SE06	Moore Park land between Lang Road and Robertson Road	Park	██████████
63	PS-SE12	Moore Park land between Lang Road and Robertson Road	Park	██████████
63a	PS-SE12A	Lang Road substation	Park	██████████
63b	PS-SE12-A1	Part of public road reserves at the Anzac Parade and Robertson Road intersection	Intersection	██████████
63c	PS-SE12-A2	Part of Moore Park at Anzac Parade near Robertson Road intersection	Property	██████████
64	TA-SE14	Moore Park busway (southbound lane) from Lang Road to Roberson Road	Road block	██████████

Item #	Section	Section Description	Section Type	Section Access Date
65	PS-SE13	Moore Park busway and Roberson Road intersection	Road block	██████████
65a	PS-SE13-A1	Part of public road reserve at Martin Road	Road block	██████████
66	PS-SE14	Moore Park busway between Martin Road and Doncaster intersection	Road block	██████████
67	TA-SE11-A1	Part of public road reserve between Robertson Road and Martin Road	Road Block	██████████
68	PS-SE61	Part of public road reserves at the Anzac Parade, Alison Road and Dacey Avenue intersection	Intersection	██████████
69	PS-SE15	Part of Anzac Parade public road reserve between Alison Road and Tay Lane	Road block	██████████
70	TA-SE07	Tay Reserve	Park	██████████
70a	PS-SE 61-A1	Part of Alison Road road reserve between Anzac Parade and Tay Lane	Road Block	██████████
71	PS-SE16	Part of Anzac Parade public road reserve between Tay Lane and Carlton Street, including parts of Boronia Street and Abbotsford Street public road reserves	Road block	██████████
72	PS-SE47	Part of Anzac Parade public road reserve between Carlton Street intersection and Goowood Street	Road block	██████████
73	PS-SE48	Part of Anzac Parade public road reserve between Goowood Street intersection and Bowral Street, including part of Ascot Street public road reserve	Road block	██████████
74	PS-SE62	Part of Anzac Parade public road reserve between Bowral Street intersection to Todman Avenue, including parts of Bowral Street, Duke Street public road reserve	Road block	██████████
75	PS-SE17	Part of public road reserves at the Anzac Parade and Todman Avenue intersection	Intersection	██████████



Item #	Section	Section Description	Section Type	Section Access Date
76	PS-SE18	Part of Anzac Parade public road reserve between Todman Avenue and Doncaster Avenue, including parts of Darling Street and Addison Street public road reserve	Road block	██████████
77	PS-SE54	Part of public road reserves at the Anzac Parade and Doncaster Avenue intersection	Intersection	██████████
78	PS-SE55	Part of Anzac Parade public road reserve between Doncaster Avenue and High St	Road block	██████████
79	PS-SE56	Anzac Parade (High Street substation)	Property	██████████
80	PS-SE63	Part of public road reserves at the Anzac Parade and High Street intersection	Intersection	██████████
81	PS-SE19	Part of Anzac Parade public road reserve between High Street and Day Street	Road block	██████████
82	PS-SE49	UNSW East Bus Stop	Property	██████████
83	PS-SE77	UNSW West Bus Stop	Property	██████████
83a	PS-SE77A	UNSW West Bus Stop - footpath	Property	██████████
83b	PS-SE77B	UNSW West Bus Stop - NIDA footpath	Property	██████████
84	TA-SE08	NIDA Carpark	Property	██████████
85	PS-SE20	Part of public road reserves at the Anzac Parade between Day Street intersection and Barker Street	Intersection	██████████
85a	PS-SE50	Part of public road reserves at the Anzac Parade and Barker Street intersection	Intersection	██████████
85b	PS-SE50-A1	Part of public road reserve at Barker Street and Anzac Parade intersection	Intersection	██████████
86	PS-SE51	Part of Anzac Parade public road reserve between Barker Street and Middle Street/Strachan Street	Road block	██████████

Item #	Section	Section Description	Section Type	Section Access Date
87	PS-SE64	Part of public road reserves at the Anzac Parade and Middle Street/Strachan Street intersection	Intersection	██████████
88	PS-SE52	Part of Anzac Parade public road reserve between Middle Street / Strachan Street and Meeks Street / Borrodale Road	Road block	██████████
89	PS-SE74	Part of public road reserves at the Anzac Parade and Meeks Street / Borrodale Road intersection	Intersection	██████████
90	PS-SE53	Part of Anzac Parade public road reserve between Meeks Street / Borrodale Road to Nine Ways intersection	Road block	██████████
91	PS-SE21	Part of public road reserves at the Anzac Parade Nine Ways intersection	Intersection	██████████
92	TA-SE10	Car Park between Anzac Parade and Rainbow Street	Property	██████████
93	PS-SE22	Part of Anzac Parade public road reserve between nine ways intersection and Sturt Street, including parts of Wallace Street and Sturt Street public road reserves	Road block	██████████
93a	PS-SE22-A1	Part of Anzac Parade public road reserve between Sturt Street and Hayward Street	Road Block	██████████
93b	TA-SE22-A1	Part of Sturt Street road reserve between Anzac Parade and Bunnerong Road	Road Block	██████████
94	PS-SE23	Part of public road reserves at the Alison Road and Doncaster intersection	Intersection	██████████
94a	PS-SE23-A1	Part of public road reserve at the Alison Road and Doncaster Avenue intersection	Intersection	██████████
94b	PS-SE14-A1	Part of Centennial Parklands and STA Land between Martin Road and Doncaster Avenue	Property	██████████

Item #	Section	Section Description	Section Type	Section Access Date
94c	PS-SE14-A2	Part of Centennial Parklands and STA Land between Doncaster Avenue and Darley Road	Property	[REDACTED]
95	PS-SE25	Randwick Light Rail Facility area	Property	[REDACTED]
96a	PS-SE26A	Randwick Light Rail Facility area	Property	[REDACTED]
96b	PS-SE26B	Randwick Light Rail Facility area	Property	[REDACTED]
96c	PS-SE26C	Randwick Light Rail Facility area (ATC Facilities Buildings)	Property	[REDACTED]
96d	PS-SE26-A1	Part of Ascott Street public road reserve between ATC and Doncaster Avenue	Intersection	[REDACTED]
97	PS-SE24	Part of Alison Road (Westbound) public road reserve between Doncaster Avenue and Darley Road	Road block	[REDACTED]
97a	PS-SE28-A1	Part of ATC land on Alison Road at Gate 1	Property	[REDACTED]
98	PS-SE14-A4	Part of Centennial Parklands and STA Land between Doncaster Avenue and Darley Road	Property	[REDACTED]
98a	PS-SE14-A5	Part of Centennial Parklands land between Doncaster Avenue and Darley Road	Property	[REDACTED]
98b	PS-SE14-A6	Part of public road reserve between Doncaster Avenue and Darley Road	Road Block	[REDACTED]
99	PS-SE29	Part of public road reserves at the Alison Road, Darley Road and King Street intersection	Intersection	[REDACTED]
99a	PS-SE29-A1	Part of public road reserve at the Alison Road and Darley Road intersection	Intersection	[REDACTED]
100	PS-SE65	Part of Alison Road public road reserve between Darley Road and John Street	Road block	[REDACTED]
101	PS-SE66	Part of public road reserves at the Alison Road and John Street intersection	Intersection	[REDACTED]



Item #	Section	Section Description	Section Type	Section Access Date
102	PS-SE30	Part of Alison Road public road reserve between John Street and Cowper Road	Road block	[REDACTED]
103	PS-SE67	Part of public road reserves at the Alison Road, Cowper Road and Williams Street intersection	Intersection	[REDACTED]
104	PS-SE68	Part of Alison Road public road reserve between Cowper Road and Wansey Street	Road block	[REDACTED]
105	PS-SE31	Randwick Racecourse Land (Alison Road)	Property	[REDACTED]
105a	TA-SE19	Randwick Racecourse Land (Alison Road)	Property	[REDACTED]
106	PS-SE32	Randwick Racecourse Land (Alison Road substation)	Property	[REDACTED]
107	PS-SE33	Part of public road reserves at the Alison Road, Wansey Street and Prince Street intersection	Intersection	[REDACTED]
108	PS-SE34	Randwick Racecourse Land (Alison Road and Wansey Road)	Property	[REDACTED]
109	PS-SE35	Part of Wansey Road public road reserve between Alison Road and High Street, including part of Arthur Street	Road block	[REDACTED]
110	TA-SE17	Randwick Racecourse Land (Wansey Road)	Property	[REDACTED]
110a	PS-SE34-A1	Randwick Racecourse Land (Wansey Road) at ATC Gate 10	Property	[REDACTED]
111	PS-SE69	Part of public road reserves at the Wansey Road and High Street intersection	Intersection	[REDACTED]
111a	PS-SE69-A2	UNSW land at corner of Wansey Road and High Street	Property	[REDACTED]
112	PS-SE36	Part of High Street public road between Wansey Road and Botany Street	Road block	[REDACTED]

Item #	Section	Section Description	Section Type	Section Access Date
112a	PS-SE36A	UNSW Gate 9 at High Street between Wansey Road and Botany Street	Property	██████████
113	PS-SE70	Part of public road reserves at the High Street and Botany Street intersection	Intersection	██████████
114	PS-SE71	Part of High Street public road reserve between Botany Street and Clara Street, including part of Eurimbla Avenue	Road block	██████████
115	PS-SE72	Part of public road reserves at the High Street and Clara Street intersection	Intersection	██████████
115a	TA-SE21	Prince of Wales Hospital - Porte Cochere and Entry	Property	██████████
116	PS-SE73	Part of High Street public road reserve between Clara Street and Avoca Street/Belmore Road	Road block	██████████
117	PS-SE37	Parts of Belmore Road, Avoca Street, Cuthill Street public road reserves and parts of Perouse Road and Coogee Bay Road public road reserves	Intersection	██████████
118a	PS-SE38	High Cross Park	Park	██████████
118b	TA-SE20	High Cross Park	Park	██████████
118c	PS-SE38A	High Cross Park	Park	██████████
118d	PS-SE38B	High Cross Park	Park	██████████
119	PS-IW01	Rozelle Light Rail Facility area	Property	██████████
120	PS-IW02	Rozelle Light Rail Facility area	Property	██████████
121	PS-IW01-A1	Rozelle Light Rail Facility area	Property	██████████
121a	PS-IW01-A2	Rozelle Light Rail Facility area	Property	██████████
122	PS-IW02-A1	Rozelle Light Rail Facility area	Property	██████████



Item #	Section	Section Description	Section Type	Section Access Date
122a	PS-IW02-A2	Rozelle Light Rail Facility area	Property	[REDACTED]

## 2.2 Conditions of Section Access and Use - General

OpCo must comply with the following general conditions of Section access and use in relation to each Section:

- (a) OpCo must ensure that vehicle access to and from the Section, including the location of all entrances, points of access, turning restrictions, slip lanes, traffic volumes and weight limits on local streets, hours of work and the like is not impeded to the maximum extent possible. Where vehicle access to and from the Section will be impeded then the durations must be as short as possible, planned well in advance and discussed with the affected parties. In addition, any temporary access restrictions must comply with the Planning Approvals, other Authority approvals and all conditions contained within any ROL.
- (b) OpCo must ensure that protection and reinstatement of the condition and features of the Section comply with the Planning Approvals, all other Authority Approvals, Third Party Agreements or Third Party requirements specified in Schedule B3 (*Requirements of Third Parties*).
- (c) OpCo must comply with the conditions of all leases, licences and easements under which TfNSW is entitled (as against the owner of a part of the Section) to have access to a part of the Section (including any Third Party Agreements or Third Party requirements specified in Schedule B3 (*Requirements of Third Parties*)).
- (d) OpCo must comply with all relevant conditions and requirements of this deed (including the SPR) prior to or upon taking occupation of a Section.
- (e) OpCo must provide Authorities, Utility Service owners, property owners and their tenants with access to the Section to facilitate the undertaking of emergency repairs or maintenance or emergency response in general.
- (f) OpCo acknowledges that the Section may include vehicular driveways, loading docks or access and general and fire egress points that are shared with property owners, their tenants and/or other Contractors. OpCo must not impede or interfere with the function and use of such vehicular driveways, loading docks or access and general and fire egress points.
- (g) OpCo must ensure the functionality and amenity of access to driveways, loading docks or access, general and fire egress points including access for light and heavy vehicles, pedestrians, the mobility impaired and pedal cyclists as at the date of this deed is maintained at all times for property owners, their tenants, Authorities, Utility Service owners business operations and Other Contractors.
- (h) OpCo acknowledges that some of the Sections extend across, over and under public roads and that such public roads are in use and will remain in use by the public during the carrying out of OpCo's Activities in accordance with the ROLs, Third Party Agreements or Third Party requirements specified in Schedule B3 (*Requirements of Third Parties*).
- (i) OpCo must remain cognisant of all proposed, pending and approved development applications for property along and adjacent to the Construction Site and must coordinate access through affected Sections to these properties where required.
- (j) OpCo must remain cognisant of all proposed, pending and approved special and public events for property within and adjacent to the Construction Site and must interface with these events where required.

- (k) Access to Sections which are described as "Intersections" in the "Section Description" in Table 2 of this Schedule B6 (*Section Access Schedule*) must only be undertaken during nights or weekends, unless otherwise agreed with TMC. Traffic through those Sections must function as intended in SPR Appendix 12 (*Construction Traffic and Transport Management Constraints*) during weekdays.
- (l) OpCo must maintain access for public to use the pedestrian footpaths at all times which are within a Section, unless otherwise agreed by the relevant Authorities.
- (m) OpCo must assist TfNSW's Representative in consulting with property owners and building managers to ensure emergency evacuation procedures for buildings adjoining the Construction Site are amended and approved by Emergency Services.
- (n) OpCo must include temporary presentation points in its Construction Site plans if OpCo's Activities will restrict access to normal waste collection areas. The temporary presentation points must be accessible by both residents and collection vehicles. All temporary presentation points must be provided in consultation with CoS.

### 2.3 Conditions of Section Access and Use - Specific conditions

OpCo must comply with the specific conditions of access and use for a Section which are:

- (a) set out below and identified as being applicable to the Section by the inclusion in the relevant column of Table 2 of this Schedule B6 (*Section Access Schedule*), of the designated code for the condition as follows:
  - (i) "C1": access is subject to the requirements of clause 2 (*City of Sydney Development Agreement*) of Schedule B3 (*Requirements of Third Parties*);
  - (ii) "C2": access is subject to the requirements of clause 3 (*Centennial Park and Moore Park Trust Development Agreement*) of Schedule B3 (*Requirements of Third Parties*);
  - (iii) "C3": access is subject to the requirements of clause 7 (*Requirements of Third Parties*) in the table titled "*Australian Turf Club (ATC)*" in Schedule B3 (*Requirements of Third Parties*);
  - (iv) "C4": access is subject to the requirements of clause 4 (*Randwick City Council Development Agreement*) of Schedule B3 (*Requirements of Third Parties*);
  - (v) "C5": access is subject to the requirements of clause 7 (*Requirements of Third Parties*) in the table titled "*University of New South Wales (UNSW)*" in Schedule B3 (*Requirements of Third Parties*);
  - (vi) "C6": access is subject to the requirements of clause 5 (*Sydney Harbour Foreshore Authority (SFHA) Development Agreement*) of Schedule B3 (*Requirements of Third Parties*);
  - (vii) "C7": access is subject to the requirements of clause 6 (*Eastern Distributor Interface and Access Deed*) of Schedule B3 (*Requirements of Third Parties*);
  - (viii) "C8": access is subject to the requirements of clause 4 (*Requirements of Third Parties*) in the table titled "*Sydney Trains (ST)*" in Schedule B3 (*Requirements of Third Parties*); and

- (ix) "C9": OpCo must cease all its activities on the Section in the period from 12am on 30 December to 12am on 2 January and must make all reasonable areas of the Section available for public use for that period;
  - (x) "C10": the only works that may be constructed in this Section are Temporary Works and Third Party Works;
  - (xi) "C11": the storage of materials, loose items or rubbish on this Section is not permitted;
  - (xii) "C12": access is subject to the requirements of Clause 7 (*Requirements of Third Parties*) in the table titled "Health Infrastructure (HAC)" in Schedule B3 (*Requirements of Third Parties*); and
  - (xiii) "C13": access is subject to the requirements of Clause 7 (*Requirements of Third Parties*) in the table titled "Sydney Harbour Foreshore Authority Rozelle Site" in Schedule B3 (*Requirements of Third Parties*); and
- (b) included in the relevant column in Table 2 of this Schedule B6 (*Section Access Schedule*) as a condition of access and use.

**Table 2 Conditions of Section Access and Use**

Item #	Section	Section Description	Section Type	Section Conditions of Access and Use
1	PS-CB01	Part of Alfred Street public road reserve from Loftus Street to George Street intersections, including parts of Loftus Street and Pitt Street public road reserves	Road block	<ul style="list-style-type: none"> <li>• C1</li> <li>• C9</li> <li>• Temporary traffic changes at the intersections of Alfred Street and Loftus Street, and of Alfred Street and Pitt Street which are specified in SPR Appendix 12 (<i>Construction Traffic and Transport Management Constraints</i>) must be implemented prior to the commencement of the construction of the CSELR works in this Section.</li> <li>• Access must be maintained at all times to businesses along Alfred Street, unless agreed with the property and business owners.</li> <li>• In the week leading into any Class 1 Event or Class 2 Event OpCo must minimise, to the maximum extent possible, the footprint of its activities within the Section to facilitate public movements in, around and through the Section.</li> <li>• OpCo must cease all activities whilst any Class 1 Events or Class 2 Events are in progress within or immediately adjacent to this Section.</li> <li>• OpCo must maintain access to the forecourt area on the southern side of Alfred Street at all times.</li> <li>• OpCo must maintain north and south pedestrian footpaths at all times. Temporary diversions are permitted subject to approval of CoS.</li> <li>• OpCo's access to the Section must be via Pitt Street or Loftus Street.</li> <li>• Between Loftus Street and Pitt Street and to the south of the SLR alignment, maintain outdoor businesses immediately north of the property line.</li> </ul>

Item #	Section	Section Description	Section Type	Section Conditions of Access and Use
1a	PS- CB01-A1	Part of Loftus Street public road reserves	Road block	<ul style="list-style-type: none"> <li>• C1</li> <li>• C9</li> <li>• C10</li> <li>• Temporary traffic changes at the intersections of Alfred Street and Loftus Street, and of Alfred Street and Pitt Street which are specified in SPR Appendix 12 (Construction Traffic and Transport Management Constraints) must be implemented prior to the commencement of the construction of the CSELR works in this Section.</li> <li>• Access must be maintained at all times to businesses along Alfred Street, unless agreed with the property and business owners.</li> <li>• In the week leading into any Class 1 Event or Class 2 Event OpCo must minimise, to the maximum extent possible, the footprint of its activities within the Section to facilitate public movements in, around and through the Section.</li> <li>• OpCo must cease all activities whilst any Class 1 Events or Class 2 Events are in progress within or immediately adjacent to this Section.</li> <li>• OpCo must maintain access to the forecourt area on the southern side of Alfred Street at all times.</li> <li>• OpCo must maintain north and south pedestrian footpaths at all times. Temporary diversions are permitted subject to approval of CoS.</li> <li>• OpCo's access to the Section must be via Pitt Street or Loftus Street.</li> <li>• Between Loftus Street and Pitt Street and to the south of the SLR alignment, maintain outdoor businesses immediately north of the property line.</li> </ul>

Item #	Section	Section Description	Section Type	Section Conditions of Access and Use
1b	PS- CB01-A2	Part of Pitt Street public road reserves	Road block	<ul style="list-style-type: none"> <li>• C1</li> <li>• C9</li> <li>• C10</li> <li>• Temporary traffic changes at the intersections of Alfred Street and Loftus Street, and of Alfred Street and Pitt Street which are specified in SPR Appendix 12 (<i>Construction Traffic and Transport Management Constraints</i>) must be implemented prior to the commencement of the construction of the CSELR works in this Section.</li> <li>• Access must be maintained at all times to businesses along Alfred Street, unless agreed with the property and business owners.</li> <li>• In the week leading into any Class 1 Event or Class 2 Event OpCo must minimise, to the maximum extent possible, the footprint of its activities within the Section to facilitate public movements in, around and through the Section.</li> <li>• OpCo must cease all activities whilst any Class 1 Events or Class 2 Events are in progress within or immediately adjacent to this Section.</li> <li>• OpCo must maintain access to the forecourt area on the southern side of Alfred Street at all times.</li> <li>• OpCo must maintain north and south pedestrian footpaths at all times. Temporary diversions are permitted subject to approval of CoS.</li> <li>• OpCo's access to the Section must be via Pitt Street or Loftus Street.</li> <li>• Between Loftus Street and Pitt Street and to the south of the SLR alignment, maintain outdoor businesses immediately north of the property line.</li> </ul>



Item #	Section	Section Description	Section Type	Section Conditions of Access and Use
2	TA-CB01	First Fleet Park	Park	<ul style="list-style-type: none"> <li>• C1</li> <li>• C6</li> <li>• C9</li> <li>• OpCo must provide a secure hoarding around its construction compound. The hoarding must comply with section 6.12 of the SPR and the design must be agreed with CoS and SHFA. The hoarding must be made of solid materials, which may include graphics.</li> <li>• If OpCo's Activities are expected to impact the existing pathways within First Fleet Park, then OpCo must construct alternate temporary pathways around the impacted existing pathways. These alternate temporary pathways must be constructed prior to setting up site facilities in this Section and must be approved by CoS and SHFA.</li> <li>• Access to Section is subject to approvals from CoS and SHFA.</li> <li>• The construction compound footprint must be reduced to the maximum extent possible for the period from 12am on 30 December to 12am on 2 January. Hoardings must be rearranged to border only the site facilities with any additional space within the construction compound freed up for use by public. OpCo must "make good" the any footpath prior to opening for public use and must be subject to CoS and SHFA requirements.</li> </ul>
3	PS-CB29	Part of George Street public road reserve from Alfred Street intersection to Essex Street intersection	Road block	<ul style="list-style-type: none"> <li>• C1</li> <li>• C9</li> <li>• Access to the Four Seasons Hotel must be maintained at all times unless agreed otherwise with the hotel owner.</li> <li>• OpCo must implement traffic end states changes to Hunter Street and Margaret Street specified in SPR Appendix 16 (<i>Road Works</i>) prior to</li> </ul>



Item #	Section	Section Description	Section Type	Section Conditions of Access and Use
				commencing construction of the CSELR works in this Section.
3a	PS-CB28	Circular Quay Sub Station Site	Property	<ul style="list-style-type: none"> <li>• C8</li> <li>• C11</li> <li>• OpCo's Activities must be undertaken in accordance with the rail network rules.</li> <li>• OpCo must comply with Sydney Trains' requirements during construction of the substation.</li> </ul>
4	PS-CB30	Parts of public road reserves at the George Street and Essex Street intersection	Intersection	<ul style="list-style-type: none"> <li>• C1</li> <li>• C9</li> <li>• OpCo must implement traffic end states changes to Hunter Street and Margaret Street specified in SPR Appendix 16 (<i>Road Works</i>) prior to commencing construction of the CSELR works in this Section.</li> </ul>
4a	PS-CB30-A1	Parts of public road reserve at the George Street and Essex Street intersection	Intersection	<ul style="list-style-type: none"> <li>• C1</li> <li>• C9</li> <li>• C10</li> <li>• OpCo must implement traffic end states changes to Hunter Street and Margaret Street specified in SPR Appendix 16 (<i>Road Works</i>) prior to commencing construction of the CSELR works in this Section.</li> </ul>
5	PS-CB31	Part of George Street, public road reserve, between Essex Street and Grosvenor Street intersections, including part of Dalley Street public road	Road block	<ul style="list-style-type: none"> <li>• C1</li> <li>• C9</li> <li>• Daley Street access to George Street must be closed during construction. OpCo must implement all required traffic changes prior to commencing</li> </ul>

Item #	Section	Section Description	Section Type	Section Conditions of Access and Use
		reserve		<p>construction of the CSELR works in this Section.</p> <ul style="list-style-type: none"> <li>OpCo must implement traffic end states changes to Hunter Street and Margaret Street specified in SPR Appendix 16 (<i>Road Works</i>) prior to commencing construction of the CSELR works in this Section.</li> </ul>
6	PS-CB02	Parts of public road reserves at the George Street, Grosvenor Street and Bridge Street intersection	Intersection	<ul style="list-style-type: none"> <li>C1</li> <li>C9</li> <li>C10</li> <li>OpCo must implement traffic end states changes to Hunter Street and Margaret Street specified in SPR Appendix 16 (<i>Road Works</i>) prior to commencing construction of the CSELR works in this Section.</li> </ul>
6a	PS-CB02-A1	Parts of public road reserve at the George Street and Grosvenor Street intersection	Intersection	<ul style="list-style-type: none"> <li>C1</li> <li>C9</li> <li>C10</li> <li>OpCo must implement traffic end states changes to Hunter Street and Margaret Street specified in SPR Appendix 16 (<i>Road Works</i>) prior to commencing construction of the CSELR works in this Section.</li> </ul>
6b	PS-CB02-A2	Parts of public road reserve at the George Street and Bridge Street intersection	Intersection	<ul style="list-style-type: none"> <li>C1</li> <li>C9</li> <li>C10</li> <li>OpCo must implement traffic end states changes to Hunter Street and Margaret Street specified in SPR Appendix 16 (<i>Road Works</i>) prior to commencing construction of the CSELR works in this Section.</li> </ul>

Item #	Section	Section Description	Section Type	Section Conditions of Access and Use
7	PS-CB03	Part of George Street public road reserve between Bridge Street and Margaret Street intersection, including parts of Jamison Street and Bond Street public road reserves	Road block	<ul style="list-style-type: none"> <li>• C1</li> <li>• C9</li> <li>• Jamison Street and Bond Street access to George Street must be closed during construction. OpCo must implement all required traffic changes prior to the commencement of the construction of the CSELR works in this Section. Any construction compound on Bond Street near the intersection with George Street, must be between kerb to kerb only. Footpaths on Bond Street must be maintained and must be clear of the pedestrian crossing at Bond Street / George Street intersection.</li> <li>• Access to Mantra Hotel via Bond Street must be maintained at all times.</li> <li>• OpCo must implement traffic end states changes to Hunter Street and Margaret Street specified in SPR Appendix 16 (<i>Road Works</i>) prior to commencing construction of the CSELR works in this Section.</li> </ul>
8	PS-CB04	Parts of public road reserves at the George Street, Margaret and Hunter Street intersection, including part of Curtin Place public road reserve	Intersection	<ul style="list-style-type: none"> <li>• C1</li> <li>• C9</li> <li>• OpCo must implement traffic end states changes to Hunter Street and Margaret Street specified in SPR Appendix 16 (<i>Road Works</i>) prior to commencing construction of the CSELR works in this Section.</li> </ul>
8a	PS-CB04-A1	Parts of public road reserve at the George Street and Margaret Street intersection	Intersection	<ul style="list-style-type: none"> <li>• C1</li> <li>• C9</li> <li>• C10</li> <li>• OpCo must implement traffic end states changes to Hunter Street and Margaret Street specified in SPR Appendix 16 (<i>Road Works</i>) prior to commencing construction of the CSELR works in this Section.</li> </ul>



Item #	Section	Section Description	Section Type	Section Conditions of Access and Use
9	PS-CB05	Part of George Street public road reserve between Hunter Street and King Street, including parts of Wynyard Street public road reserve to Wynyard Lane	Road block	<ul style="list-style-type: none"> <li>• C1</li> <li>• C9</li> <li>• OpCo must close traffic access from Barrack Street to George Street during construction. OpCo must implement all required traffic changes prior to commencing construction of the CSELR works in this Section.</li> <li>• Provision for construction compound on Barrack Street near the intersection with George Street. OpCo must maintain a footpath on southern side of Bond Street.</li> <li>• OpCo must implement traffic end states changes to Hunter Street and Margaret Street specified in SPR Appendix 16 (<i>Road Works</i>) prior to commencing construction of the CSELR works in this Section.</li> </ul>
10	PS-CB25	Martin Place (substation) east of George Street	Property	<ul style="list-style-type: none"> <li>• C1</li> <li>• C11</li> <li>• OpCo must provide a secure hoarding around the substation site. OpCo's Activities must not impact any existing monuments within the Martin Place area. Access to the Section must be strictly controlled to minimise potential interfaces with the public. No access is permitted to the Section via Pitt Street.</li> <li>• OpCo must cease all its activities within the site during Anzac Day or any other times which Martin Place is used for celebrations or events. OpCo must coordinate its activities prior to all such celebrations events with CoS.</li> </ul>
10a	TA-CB03	Martin Place (substation) east of George Street	Property	<ul style="list-style-type: none"> <li>• C1</li> <li>• C11</li> </ul>

Item #	Section	Section Description	Section Type	Section Conditions of Access and Use
				<ul style="list-style-type: none"> <li>OpCo must provide a secure hoarding around the substation site. The Works must not impact any existing monuments or council kiosks within the Martin Place area. Access to the Section must be strictly controlled to minimise potential interfaces with the public. No access is permitted to the Section via Pitt Street.</li> <li>OpCo must cease all its activities within the site during Anzac Day or any other times which Martin Place is used for Celebrations or Events. OpCo must coordinate all such events with CoS.</li> </ul>
10b	PS-CB25-A1	Martin Place (substation) stratum	Property	<ul style="list-style-type: none"> <li>C1</li> <li>C11</li> <li>OpCo must provide a secure hoarding around the substation site. OpCo's Activities must not impact any existing monuments within the Martin Place area. Access to the Section must be strictly controlled to minimise potential interfaces with the public. No access is permitted to the Section via Pitt Street.</li> <li>OpCo must cease all its activities within the site during Anzac Day or any other times which Martin Place is used for celebrations or events. OpCo must coordinate its activities prior to all such celebrations events with CoS.</li> </ul>
10c	PS-CB25-A2	Martin Place (substation) stratum	Property	<ul style="list-style-type: none"> <li>C1</li> <li>C11</li> <li>OpCo must provide a secure hoarding around the substation site. OpCo's Activities must not impact any existing monuments within the Martin Place area. Access to the Section must be strictly controlled to minimise potential interfaces with the public. No access is permitted to the Section via Pitt Street.</li> </ul>

Item #	Section	Section Description	Section Type	Section Conditions of Access and Use
				<ul style="list-style-type: none"> <li>OpCo must cease all its activities within the site during Anzac Day or any other times which Martin Place is used for celebrations or events. OpCo must coordinate its activities prior to all such celebrations events with CoS.</li> </ul>
10d	TA-CB03-A1	Martin Place (substation) above subsurface cable area	Property	<ul style="list-style-type: none"> <li>C1</li> <li>C11</li> <li>OpCo must provide a secure hoarding around the substation site. The Works must not impact any existing monuments or council kiosks within the Martin Place area. Access to the Section must be strictly controlled to minimise potential interfaces with the public. No access is permitted to the Section via Pitt Street.</li> <li>OpCo must cease all its activities within the site during Anzac Day or any other times which Martin Place is used for Celebrations or Events. OpCo must coordinate all such events with CoS.</li> </ul>
11	PS-CB06	Parts of public road reserves at the George Street and King Street intersection	Intersection	<ul style="list-style-type: none"> <li>C1</li> <li>C9</li> </ul>
11a	PS-CB06-A1	Parts of public road reserve at the George Street and King Street intersection	Intersection	<ul style="list-style-type: none"> <li>C1</li> <li>C9</li> <li>C10</li> </ul>
12	PS-CB07	Part of George Street public road reserve between King Street and Market Street	Road block	<ul style="list-style-type: none"> <li>C1</li> <li>C9</li> <li>The portion of this Section which is part of Lot 2 DP 881639 is limited in depth to the external upper surfaces of the tunnel structures in Lot 2 DP</li> </ul>



Item #	Section	Section Description	Section Type	Section Conditions of Access and Use
				881639.
13	PS-CB08	Parts of public road reserves at the George Street and Market Street intersection	Intersection	<ul style="list-style-type: none"> <li>• C1</li> <li>• The portions of this Section which are part of Lot 2 DP 881639, Lot 1 DP 811077 and Lot 1 1017237 are limited in depth to the external upper surfaces of the tunnel structures in Lot 2 DP 881639, Lot 1 DP 911077 and Lot 1 1017237.</li> <li>• C9</li> </ul>
14	PS-CB09	Part of George Street public road reserve between Market Street and Park/Druitt Street	Road block	<ul style="list-style-type: none"> <li>• C1</li> <li>• C9</li> <li>• The portion of this Section which is part of Lot 1 DP 911077 is limited in depth to the external upper surfaces of the tunnel structures in Lot 1 DP 811077.</li> </ul>
15	PS-CB10	Parts of public road reserves at the George Street, Park Street and Druitt Street intersection	Intersection	<ul style="list-style-type: none"> <li>• C1</li> <li>• C9</li> <li>• The portions of this Section which are part of Lot 1 DP 869416, Lot DP 811077 and Lot 1 DP 1101003 are limited in depth to the external upper surfaces of the tunnel structures in Lot 1 DP 869416, Lot DP 811077 and Lot 1 DP 1101003.</li> <li>• OpCo must maintain existing general public access and fire egress to and from Town Hall Station at all times.</li> <li>• OpCo must provide a parking area and a route for emergency services vehicles to park near the vicinity of Town Hall Station (adjacent to the lift shafts). Details to be discussed and agreed with the Emergency</li> </ul>

Item #	Section	Section Description	Section Type	Section Conditions of Access and Use
				Services. <ul style="list-style-type: none"> <li>OpCo must maintain access to Town Hall and surrounding buildings at all times.</li> </ul>
15a	PS-CB10-A1	Parts of public road reserve at the George Street and Druitt Street intersection	Intersection	<ul style="list-style-type: none"> <li>C1</li> <li>C9</li> <li>C10</li> <li>The portions of this Section which are part of Lot 1 DP 869416, Lot DP 811077 and Lot 1 DP 1101003 are limited in depth to the external upper surfaces of the tunnel structures in Lot 1 DP 869416, Lot DP 811077 and Lot 1 DP 1101003.</li> <li>OpCo must maintain existing general public access and fire egress to and from Town Hall Station at all times.</li> <li>OpCo must provide a parking area and a route for emergency services vehicles to park near the vicinity of Town Hall Station (adjacent to the lift shafts). Details to be discussed and agreed with the Emergency Services.</li> <li>OpCo must maintain access to Town Hall and surrounding buildings at all times.</li> </ul>
16	PS-CB11	Part of George Street public road reserve between Park/Druitt Street and Bathurst Street	Road block	<ul style="list-style-type: none"> <li>C1</li> <li>C9</li> <li>The portion of this Section which is part of Lot 1 DP 1101003 is limited in depth to the external upper surfaces of the tunnel structures in Lot 1 DP 1101003.</li> <li>OpCo must maintain existing general public access and fire egress to and</li> </ul>



Item #	Section	Section Description	Section Type	Section Conditions of Access and Use
				<p>from Town Hall Station at all times.</p> <ul style="list-style-type: none"> <li>OpCo must provide a parking area (and a route) for emergency services vehicles to park near the vicinity of Town Hall Station (adjacent to the lift shafts). Details to be discussed and agreed with the Emergency Services.</li> <li>OpCo must maintain access to Town Hall and surrounding buildings at all times.</li> </ul>
17	PS-CB12	Parts of public road reserves at the George Street and Bathurst Street intersection	Intersection	<ul style="list-style-type: none"> <li>C1</li> <li>C9</li> <li>The portions of this Section which are part of Lot 1 DP 1101003 and Lot 10 DP 802260 are limited in depth to the external upper surfaces of the tunnel structures in Lot 1 DP 1101003 and Lot 10 DP 802260.</li> <li>OpCo must maintain existing general public access and fire egress to and from Town Hall Station at all times.</li> <li>OpCo must provide a parking area (and a route) for emergency services vehicles to park near the vicinity of Town Hall Station (adjacent to the lift shafts). Details to be discussed and agreed with the Emergency Services.</li> <li>OpCo must maintain access to Town Hall and surrounding buildings at all times.</li> </ul>

Item #	Section	Section Description	Section Type	Section Conditions of Access and Use
18	PS-CB13	Part of George Street public road reserve between Bathurst and Liverpool Street, including parts of Wilmot Street and Central Street public road reserves	Road block	<ul style="list-style-type: none"> <li>• C1</li> <li>• C9</li> </ul>
18a	PS-CB13-A1	Part of public road reserve at the George Street and Central Street intersection	Intersection	<ul style="list-style-type: none"> <li>• C1</li> <li>• C9</li> <li>• C10</li> </ul>
19	PS-CB14	Parts of public road reserves at the George Street and Liverpool Street intersection	Intersection	<ul style="list-style-type: none"> <li>• C1</li> <li>• C9</li> </ul>
20	PS-CB15	Part of George Street public road reserve between Liverpool Street and Goulburn Street	Road block	<ul style="list-style-type: none"> <li>• C1</li> <li>• C9</li> </ul>
21	PS-CB16	Parts of public road reserves at the George Street and Goulburn Street intersection	Intersection	<ul style="list-style-type: none"> <li>• C1</li> </ul>
22	PS-CB17	Part of George Street public road reserve between Goulburn Street and Hay Street, including part of Campbell Street public road	Road block	<ul style="list-style-type: none"> <li>• C1</li> <li>• OpCo must interface with the existing IWLR line.</li> <li>• OpCo must continue to perform IWLR operations.</li> </ul>

Item #	Section	Section Description	Section Type	Section Conditions of Access and Use
		reserve		
22a	PS-CB17-A1	Part of public road reserve at the George Street and Campbell Street intersection	Intersection	<ul style="list-style-type: none"> <li>• C1</li> <li>• C10</li> <li>• OpCo must interface with the existing IWLR line.</li> <li>• OpCo must continue to perform IWLR operations.</li> </ul>
23	PS-CB18	Parts of public road reserves at the George Street and Hay Street intersection, including Hay Street to Dixon and Hay Street to including Parker Street intersection	Intersection	<ul style="list-style-type: none"> <li>• C1</li> <li>• OpCo must undertake all works required to change infrastructure on the IWLR resulting from matching the alignments at this Section.</li> </ul>
23a	PS-CB33	Parker Street Substation	Property	<ul style="list-style-type: none"> <li>• C11</li> <li>• OpCo must minimise any impact on the adjacent car park.</li> <li>• OpCo's work must have no impact on the existing subterranean substation and OpCo must consult with Ausgrid as required.</li> </ul>
23b	PS-CB33-A1	Part of public road reserve stratum at the Hay Street and Parker Street intersection	Intersection	<ul style="list-style-type: none"> <li>• C1</li> <li>• C11</li> <li>• Only works that can be constructed in this Section is a cable route to the PLRC for the substation. Subsurface is to the road pavement.</li> </ul>
23c	TA-CB33-A2	Part of public road reserve at the Hay Street and Parker Street intersection	Intersection	<ul style="list-style-type: none"> <li>• C1</li> <li>• C10</li> </ul>

Item #	Section	Section Description	Section Type	Section Conditions of Access and Use
23d	PS-CB18-A1	Part of public road reserve at the Hay Street and Sussex Street intersection	Intersection	<ul style="list-style-type: none"> <li>• C1</li> <li>• C10</li> </ul>
24	PS-CB19	Part of George Street public road reserve south of Hay Street and including parts of Rawson Place, Ultimo Road and Barlow Street public road reserve	Road block	<ul style="list-style-type: none"> <li>• C1</li> </ul>
24a	PS-CB19-A1	Part of public road reserve at the George Street and Ultimo Road intersection	Road block	<ul style="list-style-type: none"> <li>• C1</li> <li>• C10</li> </ul>
24b	PS-CB19-A2	Part of public road reserve at the George Street and Rawson Place intersection	Road block	<ul style="list-style-type: none"> <li>• C1</li> <li>• C10</li> </ul>
25	TA-CB02	Belmore Park area near Hay Street	Park	<ul style="list-style-type: none"> <li>• C1</li> <li>• OpCo must provide a secure hoarding around its construction compound. The hoarding must comply with section 6.12 of the SPR, the City of Sydney Agreement and the design must be agreed with CoS. The hoarding must be made of solid materials, which may include graphics.</li> <li>• OpCo must maintain access along the footpath directly between the compound and Hay Street.</li> <li>• Access to Section is subject to approvals from CoS.</li> <li>• OpCo must reduce the footprint of the site for CoS planned events. The</li> </ul>



Item #	Section	Section Description	Section Type	Section Conditions of Access and Use
				extent of the reduction must be decided in consultation with CoS.
26	PS-CB20	Part of Rawson Place public road reserve between George Street and Pitt Street, including part of Rawson Lane public road reserve	Road block	<ul style="list-style-type: none"> <li>• C1</li> </ul>
27	PS-CB21	Parts of public road reserves at the Eddy Avenue, Rawson Place and Pitt Street intersection	Intersection	<ul style="list-style-type: none"> <li>• C1</li> <li>• Maintain pedestrian crossings at all times unless agreed otherwise with CoS.</li> </ul>
28	PS-CB22	Part of Eddy Avenue public road reserve between Pitt Street and Elizabeth Street	Road block	<ul style="list-style-type: none"> <li>• C1</li> <li>• Any structures forming part of the Railway Square over bridge, light rail over bridge and rail over bridge are excluded from the Project Site of this Section.</li> <li>• OpCo must maintain access to Sydney Trains access ramp adjacent to Central Station forecourt at all times.</li> <li>• OpCo must stage the construction activities on Eddy Avenue to ensure that access is maintained for Sydney Trains through the Section.</li> <li>• OpCo must relocate the existing bus stops to their new locations prior to commencing construction of the CSELR works in this Section.</li> <li>• OpCo must maintain an unobstructed footway to the bus stops during construction.</li> </ul>
29	PS-CB32	Part of Eddy Avenue public road reserve between Pitt Street and Elizabeth Street	Road block	<ul style="list-style-type: none"> <li>• C1</li> <li>• Any structures forming part of the Railway Square over bridge, light rail</li> </ul>

Item #	Section	Section Description	Section Type	Section Conditions of Access and Use
		(Existing Bus Area)		<p>over bridge and rail over bridge are excluded from the Project Site of this Section.</p> <ul style="list-style-type: none"> <li>OpCo must maintain access to Sydney Trains access ramp adjacent to Central Station forecourt at all times.</li> <li>OpCo must stage the construction activities on Eddy Avenue to ensure that access is maintained for Sydney Trains through the Section.</li> <li>OpCo must relocate the existing bus stops to their new locations prior to commencing construction of the CSELR works in the Section.</li> <li>OpCo must maintain an unobstructed footway to the bus stops during construction.</li> </ul>
30	PS-CB23	Parts of public road reserves at the Elizabeth Street, Eddy Avenue, Foveaux Street and Chalmers Street intersection	Intersection	<ul style="list-style-type: none"> <li>C1</li> <li>Any structures forming part of the underground pedestrian tunnel are excluded from the Project Site of this Section.</li> </ul>
30a	PS-CB23-A1	Parts of public road reserve at the Elizabeth Street and Eddy Avenue intersection	Intersection	<ul style="list-style-type: none"> <li>C1</li> <li>C10</li> <li>Any structures forming part of the underground pedestrian tunnel are excluded from the Project Site of this Section.</li> </ul>
31	PS-CB27	RailCorp Land corner of Eddy Avenue and Elizabeth Street	Property	<ul style="list-style-type: none"> <li>This is a heritage park and must be preserved during construction.</li> </ul>
32	PS-CB24	Parts of public road reserves at the Chalmers Street between Elizabeth Street and Randle and Devonshire Street	Road block	<ul style="list-style-type: none"> <li>C1</li> <li>OpCo must relocate existing bus stops in Chalmers Street into their final (end state) positions along Elizabeth and Chalmers Streets prior to</li> </ul>

Item #	Section	Section Description	Section Type	Section Conditions of Access and Use
		intersection		<p>commencing construction activities in this Section.</p> <ul style="list-style-type: none"> <li>Any structures forming part of the underground pedestrian tunnel are excluded from the Project Site of this Section.</li> <li>OpCo must implement traffic diversions through Section PS-CB26 prior to commencing construction of the CSELR works in this Section and closing Chalmers Street.</li> </ul>
33	PS-CB26	Part of Elizabeth Street public road reserve between Chalmers Street and Devonshire Street, including parts of Randle Street and Randle Lane public road reserve	Road block	<ul style="list-style-type: none"> <li>C1</li> <li>OpCo must implement traffic changes to Randle Street and Elizabeth Street prior to closing Chalmers Street.</li> </ul>
34	PS-SE39	RailCorp land near Chalmers Street	Property	<ul style="list-style-type: none"> <li>OpCo must maintain access to Sydney Trains property at all times unless otherwise agreed with Sydney Trains.</li> <li>Access is subject to gaining approvals from Sydney Trains.</li> <li>OpCo's Activities must be undertaken in accordance with the rail network rules.</li> </ul>
34a	PS-SE39A	Chalmers Street Substation	Property	<ul style="list-style-type: none"> <li>C8</li> <li>C11</li> <li>OpCo must not interfere with the access to the Sydney Trains grounds in this Section.</li> <li>Final Cable route to be determined by OpCo in consultation with RailCorp.</li> </ul>



Item #	Section	Section Description	Section Type	Section Conditions of Access and Use
34b	PS-SE39A-A1	Chalmers Street substation site stratum [3m wide cable route]	Property	<ul style="list-style-type: none"> <li>• C8</li> <li>• C11</li> <li>• OpCo must not interfere with the access to the Sydney Trains grounds in this Section.</li> <li>• Final Cable route to be determined by OpCo in consultation with RailCorp.</li> <li>• Only works that can be constructed in this area is a cable route to the PLRC for the substation. Subsurface is to the road pavement.</li> </ul>
34c	TA-SE15-A1	Chalmers Street substation site	Property	<ul style="list-style-type: none"> <li>• C8</li> <li>• C11</li> <li>• OpCo must not interfere with the access to the Sydney Trains grounds in this Section.</li> <li>• This Section is limited to external face of the adjoining existing building and OpCo must not block openings or natural light to the adjacent existing building.</li> </ul>
34d	TA-SE15-A2	Chalmers Street substation site [3m wide cable route]	Property	<ul style="list-style-type: none"> <li>• C1</li> <li>• C10</li> </ul>
34e	TA-SE15-A3	Chalmers Street substation site	Property	<ul style="list-style-type: none"> <li>• C8</li> <li>• C11</li> <li>• OpCo must not interfere with the access to the Sydney Trains grounds in this Section.</li> <li>• This Section is limited to external face of the adjoining existing building and OpCo must not block openings or natural light to the adjacent</li> </ul>



Item #	Section	Section Description	Section Type	Section Conditions of Access and Use
				existing building.
35	PS-SE01	Parts of public road reserves at the Chalmers Street, Randle Street and Devonshire Street intersection		<ul style="list-style-type: none"> <li>• C1</li> </ul>
35a	PS-SE01-A2	Parts of public road reserve at the Chalmers Street and Devonshire Street intersection	Intersection	<ul style="list-style-type: none"> <li>• C1</li> <li>• C10</li> </ul>
36	PS-SE59	Part of Devonshire Street public road reserve between Chalmers Street and Elisabeth Street, including parts of Chalmers La and Buckingham Street public road reserves	Road block	<ul style="list-style-type: none"> <li>• C1</li> </ul>
37	PS-SE02	Parts of public road reserves at the Devonshire Street and Elizabeth Street intersection	Intersection	<ul style="list-style-type: none"> <li>• C1</li> </ul>
37a	PS-SE02-A1	Parts of public road reserve at the Elizabeth Street and Devonshire Street intersection	Intersection	<ul style="list-style-type: none"> <li>• C1</li> <li>• C10</li> </ul>
38	PS-SE03	Part of Devonshire Street public road reserve between Elizabeth Street and Steel Street, including parts of Holt Street, Clisdell Street,	Road block	<ul style="list-style-type: none"> <li>• C1</li> </ul>

Item #	Section	Section Description	Section Type	Section Conditions of Access and Use
		Waterloo Street, Adelaide Place and Steel Street public road reserves		
39	PS-SE04	Part of Devonshire Street public road reserve between Steel Street and Crown Street, including parts of Little Riley Street, Riley Street and Marlborough Street public road reserve	Road block	<ul style="list-style-type: none"> <li>• C1</li> </ul>
40	PS-SE41	163 Devonshire Street (Northcott Estate)	Property	<ul style="list-style-type: none"> <li>• C1</li> </ul>
41	PS-SE42	Ward Park	Park	<ul style="list-style-type: none"> <li>• C1</li> </ul>
42	TA-SE01	Ward Park	Park	<ul style="list-style-type: none"> <li>• C1</li> <li>• OpCo must provide a secure hoarding around its construction compound. The hoarding must comply with section 6.12 of the SPR and the design must be agreed with CoS. The hoarding must be made of solid materials, which may include graphics.</li> <li>• OpCo must maintain access on the footpaths boarding the compound in Marlborough Street.</li> <li>• Access to Section is subject to approvals from CoS.</li> </ul>
42a	TA-SE15	Ward Park	Road	<ul style="list-style-type: none"> <li>• C1</li> </ul>

Item #	Section	Section Description	Section Type	Section Conditions of Access and Use
43	PS-SE05	Parts of public road reserves at the Devonshire Street, Crown Street and High Holborn Street intersection	Intersection	<ul style="list-style-type: none"> <li>• C1</li> </ul>
43a	PS-SE05-A1	Parts of public road reserve at Crown Street and Devonshire Street intersection	Intersection	<ul style="list-style-type: none"> <li>• C1</li> <li>• C10</li> </ul>
44	PS-SE06	Part of Devonshire Street public road reserve between Crown Street and Bourke Street, including parts of Esther Lane, Esther Street, Wilshire Street, Edgely Street, Violet Street and Nickson Lane public road reserve	Road block	<ul style="list-style-type: none"> <li>• C1</li> <li>• OpCo must ensure that the CoS collection vehicles can access the proposed service lane connection on the southern side of Devonshire Street, between Bourke Street and Crown Street to access Nickson Street and Nickson Lane properties for waste collection.</li> </ul>
45	PS-SE07	Parts of public road reserves at the Devonshire Street and Bourke Street intersection, including part of Bourke Street public road reserve up to Nobbs Street	Road block	<ul style="list-style-type: none"> <li>• C1</li> </ul>
45a	PS-SE07-A1	Parts of public road reserve at the Bourke Street and Parkham Street intersection,	Intersection	<ul style="list-style-type: none"> <li>• C1</li> <li>• C10</li> </ul>

Item #	Section	Section Description	Section Type	Section Conditions of Access and Use
46	PS-SE43	Wimbo Park	Park	<ul style="list-style-type: none"> <li>• C1</li> <li>• OpCo must provide a secure hoarding around its construction compound. The hoarding must comply with section 6.12 of the SPR and the design must be agreed with CoS. The hoarding must be made of solid materials, which may include graphics.</li> <li>• OpCo must maintain public access to the footpaths bordering the compound.</li> </ul>
47	PS-SE44	Olivia Gardens	Property	<ul style="list-style-type: none"> <li>• C1</li> <li>• OpCo must maintain access to all properties bordering this Section at all times.</li> </ul>
48	PS-SE45	625-629 South Dowling Street (Langton Centre)	Property	<ul style="list-style-type: none"> <li>• Prior to commencing activities in this Section OpCo must provide offset parking to replace the number of parking spaces which will be lost at the Langdon Centre during the exercise of OpCo's Activities. Replacement parking spaces must not be more than 200m from the Langdon Centre main entrance and must be within Section PS-SE44 or alternatively within residual Langdon Centre land (if agreed with Langton Centre)</li> <li>• Position of northern boundary is also subject to agreement with Langton Centre and may effect alignment position.</li> </ul>
49	PS-SE08	Part of South Dowling Street (Northbound) public road reserve	Intersection	<ul style="list-style-type: none"> <li>• C1</li> <li>• C7</li> </ul>
50	PS-SE09	Eastern Distributor Motorway Crossing	Intersection	<ul style="list-style-type: none"> <li>• C7</li> </ul>



Item #	Section	Section Description	Section Type	Section Conditions of Access and Use
50a	PS-SE09aA	Eastern Distributor Motorway Crossing- South Dowling Street On Ramp	Road Block	<ul style="list-style-type: none"> <li>C7</li> </ul>
50b	PS-SE09-A1	Eastern Distributor Motorway Stratum	Property	<ul style="list-style-type: none"> <li>C7</li> <li>The portion of this Section which is above the Eastern Distributor Motorway roadway is limited in depth to the level which is 4.65m above the surface of the roadway.</li> </ul>
51	PS-SE60	Eastern Distributor Motorway Pedestrian bridge (near Parkham Street)	Intersection	<ul style="list-style-type: none"> <li>C7</li> <li>OpCo must maintain access to the existing footbridge during construction of the works and until the commissioning of the new footbridge.</li> </ul>
52	PS-SE10	Part of South Dowling Street (Southbound) public road reserve	Intersection	<ul style="list-style-type: none"> <li>C1</li> </ul>
52a	PS-SE10-A1	Part of South Dowling Street (Southbound) public road reserve	Intersection	<ul style="list-style-type: none"> <li>C7</li> <li>C10</li> </ul>
53	PS-SE27	Moore Park West Tunnel	Park	<ul style="list-style-type: none"> <li>C2</li> <li>OpCo must provide pedestrian access across the section within the park area. The path must be orientated in a north / south direction.</li> <li>OpCo must provide a minimum 5m runoff from the edge of the playing fields (directly north of the section) to the construction hoarding.</li> </ul>
54	TA-	Part of Anzac Parade reserve	Road Block	<ul style="list-style-type: none"> <li>C1</li> </ul>

Item #	Section	Section Description	Section Type	Section Conditions of Access and Use
	SE02-A1			<ul style="list-style-type: none"> <li>OpCo must implement a settlement monitoring regime</li> </ul>
54a	TA-SE02	Moore Park West	Property	<ul style="list-style-type: none"> <li>C2</li> <li>Access must be via Anzac Parade directly into the Section. OpCo must provide any necessary new a layback and access way.</li> <li>OpCo must provide a pedestrian footway to the south of this Section. The footway must be orientated in an east / west direction and must be adjacent to the boundary of the Sydney Boys High School.</li> <li>OpCo must maintain the pedestrian footway on both sides of Anzac Parade.</li> <li>OpCo must agree the form and structure of hoardings for this Section with CPMPT prior to erecting the hoardings.</li> <li>Where OpCo's activities impact any existing pedestrian walkways within the Section, OpCo must provide temporary walkways to maintain access through the Section. All temporary walkways must to be constructed prior to impacting any existing walkways. The alignment of the temporary walkways must be decided in consultation with CPMPT.</li> <li>OpCo must provide temporary lighting to any walkways adjacent to the construction hoarding, for public safety.</li> <li>OpCo must maintain access to the playing fields which are outside the Section.</li> <li>OpCo must provide a 5m runoff area from the edge of the playing fields (which are not impacted by the section) to the construction hoarding.</li> <li>OpCo must temporarily relocate any existing building (toilet, maintenance shed) to a suitable location (agreed by CPMPT) during the construction period.</li> </ul>

Item #	Section	Section Description	Section Type	Section Conditions of Access and Use
				<ul style="list-style-type: none"> <li>OpCo must reinstate any existing buildings to their original location at the completion of the construction of the CSELR works within this Section unless otherwise agreed with CPMPT.</li> </ul>
54b	PS-SE57	Moore Park West Tunnel	Park	<ul style="list-style-type: none"> <li>C1</li> </ul>
55	PS-SE40	Anzac Parade crossing	Intersection	<ul style="list-style-type: none"> <li>C1</li> <li>OpCo must implement a settlement monitoring regime prior to commencing tunneling activities below Anzac Parade.</li> </ul>
55a	PS-SE40-A1	Anzac Parade Bridge foundations and landing in Anzac Parade and at Sydney Boys High School	Intersection	<ul style="list-style-type: none"> <li>C1</li> <li>OpCo must liaise with the Department of Education and Sydney Boys High School regarding the works and any impact on school operations</li> </ul>
55b	TA-SE13-A1	Anzac Parade Bridge foundations and landing in Anzac Parade and at Sydney Boys High School	Intersection	<ul style="list-style-type: none"> <li>C1</li> <li>OpCo must liaise with the Department of Education and Sydney Boys High School regarding the works and any impact on school operations.</li> <li>Delivery Activities must not impact on existing school structures.</li> <li>OpCo must maintain pedestrian access through this Section at all times.</li> <li>Hoardings to this Section must not block openings or natural light to school.</li> </ul>
56	TA-SE03	Anzac Parade and Moore Park busway tunnel crossing	Park	<ul style="list-style-type: none"> <li>C2</li> <li>OpCo may temporarily close the existing busway in this Section, to enable construction of the Anzac Parade tunnel and dive structure.</li> <li>Prior to any temporary closure of the existing busway, a temporary route must be completed which uses the Tramway Oval (events busway)</li> </ul>



Item #	Section	Section Description	Section Type	Section Conditions of Access and Use
				alignment. The temporary route must include any Temporary Works required to make the Tramway Oval route fit for purpose. Buses can be restricted to in bound movements only (i.e. one direction). OpCo must coordinate the changes to the bus routes with TfNSW.
56a	PS-SE58	Anzac Parade and Moore Park busway tunnel crossing		<ul style="list-style-type: none"> <li>• C2</li> </ul>
57	PS-SE46	Moore Park Tramway Oval and land to Lang Road	Park	<ul style="list-style-type: none"> <li>• C2</li> <li>• Access to the Section must be via Driver Avenue.</li> <li>• OpCo must maintain access across the Section for Buses in events mode and for Buses using the Tramway Oval road as a temporary route.</li> <li>• OpCo must maintain the existing conditions of the Tramway Oval event busway during diversion of buses around the Project Site and make good the event busway on completion.</li> </ul>
57a	PS-SE46-A1	Part of Moore Park near busway from Tramway Oval to Lang Road [pole location - indicative only]	Park	<ul style="list-style-type: none"> <li>• C2</li> <li>• OpCo must ensure pole location and associated works have minimum impact (to the maximum extent possible) on Utility Services and/or existing trees including canopy and root ball.</li> </ul>
57b	PS-SE46-A2	Part of Moore Park near busway from Tramway Oval to Lang Road [pole location - indicative only]	Park	<ul style="list-style-type: none"> <li>• C2</li> <li>• OpCo must ensure pole locations and associated works have minimum impact (to the maximum extent possible) on Utility Services and/or existing trees including canopy and root ball.</li> </ul>
57c	PS-SE46-A3	Part of Moore Park near busway from Tramway Oval to Lang Road [pole location -	Park	<ul style="list-style-type: none"> <li>• C2</li> <li>• OpCo must ensure pole locations and associate works have minimum</li> </ul>



Item #	Section	Section Description	Section Type	Section Conditions of Access and Use
		indicative only]		impact (to the maximum extent possible) on Utility Services and/or existing trees including canopy and root ball.
58	TA-SE04	Moore Park Tramway Oval		<ul style="list-style-type: none"> <li>• C2</li> <li>• OpCo must install screens / fencing behind the goal posts area to prevent balls hitting buses which have been temporarily relocated onto the tramway oval road alignment during construction of Anzac Parade tunnel and dive structure.</li> <li>• OpCo must provide 5m runoff from the edge of the relocated playing field to the construction hoarding.</li> <li>• OpCo must handover this Section as soon the main civil works are completed in the dive structure and the additional room is no longer required. OpCo must move the construction hoarding west to provide more width on Tramway Oval.</li> </ul>
58a	TA-SE04A	Moore Park Tramway Oval	Park	<ul style="list-style-type: none"> <li>• C2</li> <li>• Duration of Occupancy to be no longer than 18 months to reduce impact on use of Tramway Oval.</li> </ul>
59	TA-SE05	Moore Park Construction Compound	Park	<ul style="list-style-type: none"> <li>• C2</li> <li>• All access to the Section must be via Driver Avenue.</li> </ul>
59a	TA-SE05A	Moore Park - Realigned Bus Loop Works	Park	<ul style="list-style-type: none"> <li>• C2</li> <li>• OpCo must maintain and make good the full extent of the Tramway Oval busway during diversion of buses around the Section</li> <li>• Duration of occupancy must be no longer than 6 months.</li> </ul>

Item #	Section	Section Description	Section Type	Section Conditions of Access and Use
59b	TA-SE05B	Moore Park – Stop forecourt works	Park	<ul style="list-style-type: none"> <li>• C2</li> <li>• Duration of occupancy must be no longer than 6 months.</li> </ul>
59c	TA-SE16	Driver Avenue access road	Park	<ul style="list-style-type: none"> <li>• C2</li> <li>• OpCo must make the Section available for use by Centennial Parklands during all special events.</li> <li>• Weekly maintenance must be undertaken by OpCo to maintain the Section in the condition existing at the date of this deed.</li> </ul>
60	TA-SE13	Moore Park busway (southbound lane) from Tramway Oval to Lang Road		<ul style="list-style-type: none"> <li>• OpCo may close the outbound lane of the busway for construction of the CSELR works, subject to the busway still being able to operate for inbound services and OpCo must ensure that services are not impeded during the construction activities.</li> <li>• OpCo must coordinate any changes to bus routes with TfNSW and TMC.</li> <li>• OpCo must reinstate 2 way operations on the busway when the Anzac Parade tunnel eastern dive structure works are completed and the need to detour buses around Tramway Oval is no longer required.</li> </ul>
60a	TA-SE13-A2	Part of Moore Park near busway from Tramway Oval to Lang Road	Park	<ul style="list-style-type: none"> <li>• C2</li> <li>• OpCo must ensure the Delivery Activities in this Section have minimum impact (to the maximum extent possible) on existing trees including canopy and root ball.</li> </ul>
60b	TA-SE13-A3	Part of Moore Park near busway from Tramway Oval to Lang Road	Park	<ul style="list-style-type: none"> <li>• C2</li> <li>• OpCo must ensure the Delivery Activities in this Section have minimum impact (to the maximum extent possible) on existing trees including canopy and root ball.</li> </ul>

Item #	Section	Section Description	Section Type	Section Conditions of Access and Use
60c	TA-SE13-A4	Part of Moore Park near busway from Tramway Oval to Lang Road	Park	<ul style="list-style-type: none"> <li>C2</li> <li>OpCo must ensure the Delivery Activities in this Section have minimum impact (to the maximum extent possible) on existing trees including canopy and root ball.</li> </ul>
61	PS-SE11	Part of public road reserve at the Lang Road intersection	Intersection	<ul style="list-style-type: none"> <li>OpCo must maintain pedestrian access on both sides of Lang Road during construction.</li> </ul>
61a	PS-SE11-A1	Part of public road reserve at the Lang Road and Anzac Parade intersection	Intersection	<ul style="list-style-type: none"> <li>C10</li> <li>OpCo must maintain pedestrian access on both sides of Lang Road during construction.</li> <li>OpCo must ensure there is no impact on any trees and work in this Section is for the shared path only.</li> </ul>
61b	PS-SE11-A2	Part of public road reserve at the Lang Road and Anzac Parade intersection	Intersection	<ul style="list-style-type: none"> <li>C10</li> <li>OpCo must maintain pedestrian access on both sides of Lang Road during construction.</li> </ul>
61c	PS-SE11-A3	Part of public road reserve at the Lang Road and Anzac Parade intersection	Intersection	<ul style="list-style-type: none"> <li>C10</li> <li>OpCo must maintain pedestrian access on both sides of Lang Road during construction.</li> </ul>
62	TA-SE06	Moore Park land between Lang Road and Robertson Road	Park	<ul style="list-style-type: none"> <li>C2</li> <li>OpCo must maintain access to the Parkland Tennis Centre and the adjacent netball / basketball centre at all times.</li> <li>OpCo must not use the Parkland Tennis Centre driveway to access this Section and must create its own access off Lang Road.</li> </ul>



Item #	Section	Section Description	Section Type	Section Conditions of Access and Use
				<ul style="list-style-type: none"> <li>OpCo must maintain a minimum 5m run off zone from the construction hoarding to any adjacent sporting field.</li> <li>OpCo Activities must not impact on the normal running of sporting events within Robertson Road fields.</li> </ul>
63	PS-SE12	Moore Park land between Lang Road and Robertson Road	Park	<ul style="list-style-type: none"> <li>C2</li> </ul>
63a	PS-SE12a	Lang Road Substation	Park	<ul style="list-style-type: none"> <li>C2</li> </ul>
63b	PS-SE12-A1	Part of public road reserves at the Anzac Parade and Robertson Road intersection	Intersection	<ul style="list-style-type: none"> <li>C4</li> </ul>
63c	PS-SE12-A2	Part of Moore Park at Anzac Parade near Robertson Road intersection	Property	<ul style="list-style-type: none"> <li>C4</li> <li>C10</li> <li>OpCo must ensure the Delivery Activities in this Section have no impact on Utility Services and/or any existing trees.</li> </ul>
64	TA-SE14	Moore Park busway (southbound lane) from Lang Road to Roberson Road		<ul style="list-style-type: none"> <li>OpCo may close the outbound lane of the busway for construction of the CSELR works, subject to the busway still being able to operate for inbound services and OpCo must ensure that services are not impeded during the construction activities.</li> <li>OpCo must coordinate any changes to bus routes with TfNSW and TMC.</li> <li>OpCo must reinstate 2 way operations on the busway when the Anzac Parade Eastern Dive structure works are completed and the need to</li> </ul>

Item #	Section	Section Description	Section Type	Section Conditions of Access and Use
				detour buses around Tramway Oval is no longer required.
65	PS-SE13	Moore Park busway and Roberson Road intersection	Road block	<ul style="list-style-type: none"> <li>OpCo may close the outbound lane of the busway for construction of the CSELR works, subject to the busway still being able to operate for inbound services and OpCo must ensure that services are not impeded during the construction activities.</li> <li>OpCo must coordinate any changes to bus routes with TfNSW and TMC.</li> <li>OpCo must reinstate 2 way operations on the busway when the Anzac Parade tunnel eastern dive structure works are completed and the need to detour buses around Tramway Oval is no longer required.</li> </ul>
65a	PS-SE13-A1	Part of public road reserve at Martin Road	Road block	<ul style="list-style-type: none"> <li>OpCo may close the outbound lane of the busway for construction of the CSELR works, subject to the busway still being able to operate for inbound services and OpCo must ensure that services are not impeded during the construction activities.</li> <li>OpCo must coordinate any changes to bus routes with TfNSW and TMC.</li> <li>OpCo must reinstate 2 way operations on the busway when the Anzac Parade tunnel eastern dive structure works are completed and the need to detour buses around Tramway Oval is no longer required.</li> </ul>
66	PS-SE14	Moore Park busway between Martin Road and Doncaster intersection	Road block	<ul style="list-style-type: none"> <li>OpCo must maintain operations on the busway at all times except for agreed closures where OpCo will undertake the construction activities. The closures must be agreed with TfNSW and TMC.</li> </ul>
67a	TA-SE11-A1	Part of public road reserve between Robertson Road and Martin Road	Road Block	<ul style="list-style-type: none"> <li>C4</li> <li>C10</li> <li>Works associated with shared path construction only</li> </ul>

Item #	Section	Section Description	Section Type	Section Conditions of Access and Use
68	PS-SE61	Part of public road reserves at the Anzac Parade, Alison Road and Dacey Avenue intersection	Intersection	<ul style="list-style-type: none"> <li>• C4</li> </ul>
69	PS-SE15	Part of Anzac Parade public road reserve between Alison Road and Tay Lane	Road block	<ul style="list-style-type: none"> <li>• C4</li> </ul>
70	TA-SE07	Tay Reserve	Park	<ul style="list-style-type: none"> <li>• C2</li> <li>• C4</li> <li>• Section cannot be used as a construction site compound</li> <li>• OpCo must ensure the Delivery Activities in this Section have no impact on trees within park</li> </ul>
70a	PS-SE 61-A1	Part of Alison Road road reserve between Anzac Parade and Tay Lane	Road Block	<ul style="list-style-type: none"> <li>• C4</li> <li>• C10</li> </ul>
71	PS-SE16	Part of Anzac Parade public road reserve between Tay Lane and Carlton Street, including parts of Boronia Street and Abbotsford Street public road reserves	Road block	<ul style="list-style-type: none"> <li>• C4</li> <li>• OpCo must close the right turn from Anzac Parade to Abbotsford Street prior to commencing construction of the CSELR works in this Section.</li> <li>• OpCo must close the right turn from Abbotsford Street into Anzac Parade prior to commencing construction of the CSELR works in this Section.</li> </ul>
72	PS-SE47	Part of Anzac Parade public road reserve between Carlton Street intersection and Goowood Street	Road block	<ul style="list-style-type: none"> <li>• C4</li> <li>• OpCo must close the right turn from Anzac Parade to Carlton Street prior to commencing construction of the CSELR works in this Section.</li> </ul>



Item #	Section	Section Description	Section Type	Section Conditions of Access and Use
				<ul style="list-style-type: none"> <li>OpCo must close the right turn from Carlton Street into Anzac Parade prior to commencing construction of the CSELR works in this Section.</li> </ul>
73	PS-SE48	Part of Anzac Parade public road reserve between Goowood Street intersection and Bowral Street, including part of Ascot Street public road reserve	Road block	<ul style="list-style-type: none"> <li>C4</li> <li>OpCo must close the right turn from Anzac Parade to Ascot Street prior to commencing construction of the CSELR works in this Section.</li> <li>OpCo must close the right turn from Ascot Street into Anzac Parade prior to commencing construction of the CSELR works in this Section.</li> </ul>
74	PS-SE62	Part of Anzac Parade public road reserve between Bowral Street intersection to Todman Avenue, including parts of Bowral Street, Duke Street public road reserve	Road block	<ul style="list-style-type: none"> <li>C4</li> </ul>
75	PS-SE17	Part of public road reserves at the Anzac Parade and Todman Avenue intersection	Intersection	<ul style="list-style-type: none"> <li>C4</li> </ul>
76	PS-SE18	Part of Anzac Parade public road reserve between Todman Avenue and Doncaster Avenue, including parts of Darling Street and Addison Street public road reserve	Road block	<ul style="list-style-type: none"> <li>C4</li> </ul>
77	PS-SE54	Part of public road reserves at the Anzac Parade and Doncaster Avenue intersection	Intersection	<ul style="list-style-type: none"> <li>C4</li> </ul>

Item #	Section	Section Description	Section Type	Section Conditions of Access and Use
78	PS-SE55	Part of Anzac Parade public road reserve between Doncaster Avenue and High Street	Road block	<ul style="list-style-type: none"> <li>• C4</li> </ul>
79	PS-SE56	Part of public road reserves at the Anzac Parade and High Street intersection	Property	<ul style="list-style-type: none"> <li>• C4</li> </ul>
80	PS-SE63	Part of Anzac Parade public road reserve between high Street and Day Street	Intersection	<ul style="list-style-type: none"> <li>• C4</li> </ul>
81	PS-SE19	Anzac Parade between high Street and Day Street	Road block	<ul style="list-style-type: none"> <li>• C4</li> <li>• OpCo must maintain the existing mid-block pedestrian crossing outside UNSW, unless otherwise agreed with RCC, UNSW and TMC.</li> </ul>
82	PS-SE49	UNSW East Bus Stop		<ul style="list-style-type: none"> <li>• C4</li> <li>• C5</li> <li>• OpCo must stage construction of the bus stop so it does not interfere with minimum traffic lane requirements on Anzac Parade, in accordance SPR Appendix 12 (<i>Construction Traffic and Transport Management Constraints</i>). The bus stops must be constructed and commissioned before reducing capacity on Anzac Parade. Any staging must be decided in consultation with TMC.</li> <li>• Works in this Section must not impact UNSW building or awning structures</li> </ul>



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83	PS-SE77	UNSW West Bus Stop		<ul style="list-style-type: none"> <li>• C4</li> <li>• C5</li> <li>• OpCo must stage construction of the bus stop so it does not interfere with minimum traffic lane requirements on Anzac Parade, in accordance SPR Appendix 12 (<i>Construction Traffic and Transport Management Constraints</i>). The bus stops must be constructed and commissioned before reducing capacity on Anzac Parade. Any staging must be decided in consultation with TMC.</li> </ul>
83a	PS-SE77A	UNSW West Bus Stop - footpath	Property	<ul style="list-style-type: none"> <li>• C5</li> <li>• OpCo must not interfere with access (pedestrian or vehicular) to the car park and building facilities in this Section.</li> </ul>
83b	PS-SE77B	UNSW West Bus Stop - NIDA footpath	Property	<ul style="list-style-type: none"> <li>• C5</li> <li>• OpCo must not interfere with pedestrian access to the building facilities in this Section.</li> </ul>
84	TA-SE08	NIDA Carpark	Property	<ul style="list-style-type: none"> <li>• C5</li> <li>• OpCo must not interfere with access (pedestrian or vehicular) to the carpark and building facilities in this Section.</li> <li>• OpCo must access the Section via Day Avenue.</li> </ul>
85	PS-SE20	Part of public road reserves at the Anzac Parade between Day Street intersection and Barker Street	Road block	<ul style="list-style-type: none"> <li>• C4</li> <li>• OpCo must close the right turn from Anzac Parade to Day Street prior to commencing construction of the CSELR works in this Section.</li> <li>• OpCo must maintain pedestrian crossings at all times, unless otherwise</li> </ul>

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				agreed with RCC and TMC.
85a	PS-SE50	Part of public road reserves at the Anzac Parade and Barker Street intersection	Intersection	<ul style="list-style-type: none"> <li>• C4</li> </ul>
85b	PS-SE50-A1	Part of public road reserve at Barker Street and Anzac Parade intersection	Intersection	<ul style="list-style-type: none"> <li>• C4</li> <li>• C10</li> </ul>
86	PS-SE51	Part of Anzac Parade public road reserve between Barker Street and Middle Street/Strachan Street	Road block	<ul style="list-style-type: none"> <li>• C4</li> </ul>
87	PS-SE64	Part of public road reserves at the Anzac Parade and Middle Street / Strachan Street intersection	Intersection	<ul style="list-style-type: none"> <li>• C4</li> <li>• OpCo must close the right turn from Anzac Parade into Strachan Street prior to commencing construction of the CSELR works in this Section.</li> <li>• OpCo must close the right turn from Anzac Parade into Middle Street prior to commencing construction of the CSELR works in this Section.</li> </ul>
88	PS-SE52	Part of Anzac Parade public road reserve between Middle Street / Strachan Street and Meeks Street / Borrodale Road	Road block	<ul style="list-style-type: none"> <li>• C4</li> </ul>
89	PS-SE74	Part of public road reserves at the Anzac Parade and Meeks Street / Borrodale Road intersection	Intersection	<ul style="list-style-type: none"> <li>• C4</li> <li>• OpCo must close the right turn from Anzac Parade into Meeks Street prior to commencing construction of the CSELR works in this Section.</li> </ul>

Item #	Section	Section Description	Section Type	Section Conditions of Access and Use
				<ul style="list-style-type: none"> <li>OpCo must close the right turn from Anzac Parade into Borrodale Road prior to commencing construction of the CSELR works in this Section.</li> </ul>
90	PS-SE53	Part of Anzac Parade public road reserve between Meeks Street / Borrodale Road to Nine Ways intersection	Road block	<ul style="list-style-type: none"> <li>C4</li> </ul>
91	PS-SE21	Part of public road reserves at the Anzac Parade Nine Ways intersection	Intersection	<ul style="list-style-type: none"> <li>C4</li> <li>OpCo must coordinate the closures with Souths Juniors and RCC.</li> <li>OpCo must provide a minimum of 4 weeks' notice to the public prior to closing the carparks within the Section.</li> </ul>
92	TA-SE10	Car Park between Anzac Parade and Rainbow Street	Property	<ul style="list-style-type: none"> <li>OpCo accepts the condition of this Section on an 'as is' basis. OpCo work (if any) may be subject to council approval and OpCo will be responsible for these approvals.</li> </ul>
93	PS-SE22	Part of Anzac Parade public road reserve between nine ways intersection and Sturt Street, including parts of Wallace Street and Sturt Street public road reserves	Road block	<ul style="list-style-type: none"> <li>C4</li> <li>OpCo must provide a minimum of 4 weeks' notice to the public prior to closing the carparks within the Section.</li> <li>OpCo must coordinate the closures with Souths Juniors and RCC.</li> </ul>
93a	PS-SE22-A1	Part of Anzac Parade public road reserve between Sturt Street and Hayward Street	Road Block	<ul style="list-style-type: none"> <li>C4</li> <li>C10</li> <li>C11</li> </ul>
93b	TA-	Part of Sturt Street road	Road Block	<ul style="list-style-type: none"> <li>C4</li> </ul>



Item #	Section	Section Description	Section Type	Section Conditions of Access and Use
	SE22-A1	reserve between Anzac Parade and Bunnerong Road		<ul style="list-style-type: none"> <li>• C10</li> <li>• C11</li> <li>• Access must be maintained at all times along Sturt Street</li> </ul>
94	PS-SE23	Part of public road reserves at the Alison Road and Doncaster intersection	Intersection	<ul style="list-style-type: none"> <li>• C4</li> <li>• OpCo must maintain the bus lane right turn from Alison into the busway (Section PS-SE14) at all times, unless otherwise agreed with TfNSW and TMC.</li> </ul>
94a	PS-SE23-A1	Part of public road reserve at the Alison Road and Doncaster Avenue intersection	Intersection	<ul style="list-style-type: none"> <li>• C4</li> <li>• C10</li> </ul>
94b	PS-SE14-A1	Part of Centennial Parklands and STA Land between Martin Road and Doncaster Avenue	Property	<ul style="list-style-type: none"> <li>• C2</li> <li>• C10</li> </ul>
94c	PS-SE14-A2	Part of Centennial Parklands and STA Land between Doncaster Avenue and Darley Road	Property	<ul style="list-style-type: none"> <li>• C2</li> <li>• C10</li> </ul>
95	PS-SE25	Randwick Light Rail Facility area	Property	<ul style="list-style-type: none"> <li>• C3</li> </ul>
96a	PS-SE26A	Randwick Light Rail Facility area	Property	<ul style="list-style-type: none"> <li>• C3</li> <li>• Prior to the Section Access Date (Table 1), TfNSW must provide OpCo with "right of access" (5m wide corridor) to PS-SE26A to undertake sewer relocations. The earliest possible access must be post 1 May 2015. OpCo</li> </ul>

Item #	Section	Section Description	Section Type	Section Conditions of Access and Use
				<p>must provide TfNSW with 4 weeks' notice prior to commencing works. OpCo to reinstate the (area of their works) on completion.</p> <ul style="list-style-type: none"> <li>OpCo will be responsible for the demolition of any existing structures within the Section.</li> </ul>
96b	PS-SE26B	Randwick Light Rail Facility area	Property	<ul style="list-style-type: none"> <li>C3</li> <li>OpCo must maintain direct access (via a 4m wide access road) to and from ATC's Facilities Buildings for ATC personnel until 1 October 2015. This access road can be moved at OpCo discretion in consultation with ATC.</li> <li>Work in the Section cannot impact on the operations of the ATC Facilities Buildings in PS-SE26C.</li> <li>OpCo will be responsible for the demolition of any existing structures within the Section.</li> </ul>
96c	PS-SE26C	Randwick Light Rail Facility area (ATC Facilities Buildings)	Property	<ul style="list-style-type: none"> <li>C3</li> <li>TfNSW will be responsible to commission the new ATC Facilities Buildings at a specified location within the ATC site. TfNSW will not demolish any disused buildings or structures within this Section.</li> <li>OpCo will be responsible for the demolition of any decommissioned or disused ATC Facilities Buildings and structures within the Section.</li> </ul>
96d	PS-SE26-A1	Part of Ascott Street public road reserve between ATC and Doncaster Avenue	Intersection	<ul style="list-style-type: none"> <li>C4</li> <li>OpCo must maintain access to ATC at all times</li> </ul>
97	PS-SE24	Part of Alison Road (Westbound) public road	Road block	<ul style="list-style-type: none"> <li>C4</li> <li>OpCo must implement an alternate pedestrian route prior to commencing</li> </ul>

Item #	Section	Section Description	Section Type	Section Conditions of Access and Use
		reserve between Doncaster Avenue and Darley Road		<p>its activities on the southern footpath of Alison Road.</p> <ul style="list-style-type: none"> <li>OpCo must maintain fencing (or implement alternate measures) along Alison Road where current medium and kerb fencing exist to prevent pedestrians crossing Alison Road at unapproved locations.</li> </ul>
97a	PS-SE28-A1	Part of ATC land on Alison Road at Gate 1	Property	<ul style="list-style-type: none"> <li>The parties acknowledge that TfNSW may (but is not obliged to) issue a Modification Order in relation to works on this Section. OpCo may be given access to this Section at the times and subject to compliance by OpCo with the conditions set out in the Modification Order.</li> <li>C4</li> <li>C10</li> <li>OpCo must ensure the Delivery Activities have no impact on existing ATC structures or access to ATC property.</li> </ul>
98	PS-SE14-A4	Part of Centennial Parklands and STA Land between Doncaster Avenue and Darley Road	Property	<ul style="list-style-type: none"> <li>C2</li> </ul>
98a	PS-SE14-A5	Part of Centennial Parklands land between Doncaster Avenue and Darley Road	Property	<ul style="list-style-type: none"> <li>C2</li> </ul>
98b	PS-SE14-A6	Part of public road reserve between Doncaster Avenue and Darley Road	Road Block	<ul style="list-style-type: none"> <li>C4</li> </ul>

Item #	Section	Section Description	Section Type	Section Conditions of Access and Use
99	PS-SE29	Part of public road reserves at the Alison Road, Darley Road and King Street intersection	Intersection	<ul style="list-style-type: none"> <li>• C4</li> </ul>
99a	PS-SE29-A1	Part of public road reserve at the Alison Road and Darley Road intersection	Intersection	<ul style="list-style-type: none"> <li>• C4</li> <li>• C10</li> </ul>
100	PS-SE65	Part of Alison Road public road reserve between Darley Road and John Street	Road block	<ul style="list-style-type: none"> <li>• C4</li> <li>• OpCo must maintain fencing (or implement alternate measures) along Alison Road where current medium and kerb fencing exist to prevent pedestrians crossing Alison Road at unapproved locations.</li> </ul>
101	PS-SE66	Part of public road reserves at the Alison Road and John Street intersection	Intersection	<ul style="list-style-type: none"> <li>• C4</li> </ul>
102	PS-SE30	Part of Alison Road public road reserve between John Street and Cowper Road	Road block	<ul style="list-style-type: none"> <li>• C4</li> </ul>
103	PS-SE67	Part of public road reserves at the Alison Road, Cowper Road and Williams Street intersection	Intersection	<ul style="list-style-type: none"> <li>• C4</li> </ul>
104	PS-SE68	Part of Alison Road public road reserve between Cowper Road and Wansey Street	Road block	<ul style="list-style-type: none"> <li>• C4</li> <li>• OpCo must implement an alternate pedestrian route (to be agreed by RCC, TMC and TfNSW) prior to commencing its activities on the southern footpath of Alison Road in this Section and prior to closing the footpath /</li> </ul>



Item #	Section	Section Description	Section Type	Section Conditions of Access and Use
				cycle way in Wansey Road.
105	PS-SE31	Randwick Racecourse Land (Alison Road)	Property	<ul style="list-style-type: none"> <li>• C3</li> </ul>
105a	TA-SE19	Randwick Racecourse Land (Alison Road)	Property	<ul style="list-style-type: none"> <li>• C3</li> <li>• OpCo must no interfere with the access to the ATC grounds in this Section.</li> </ul>
106	PS-SE32	Randwick Racecourse Land (Alison Road substation)	Property	<ul style="list-style-type: none"> <li>• C3</li> </ul>
107	PS-SE33	Part of public road reserves at the Alison Road, Wansey Street and Prince Street intersection	Intersection	<ul style="list-style-type: none"> <li>• C4</li> <li>• OpCo must implement an alternate pedestrian / cycle route (as agreed with RCC and TMC) to cross Alison Road prior to closing the pedestrian footpath / cycleway on the western side of Wansey Road and prior to closing the footpath in Section PS-SE68.</li> </ul>
108	PS-SE34	Randwick Racecourse Land (Alison Road and Wansey Road)	Property	<ul style="list-style-type: none"> <li>• C3</li> </ul>
109	PS-SE35	Part of Wansey Road public road reserve between Alison Road and High Street, including part of Arthur Street	Road block	<ul style="list-style-type: none"> <li>• C4</li> <li>• OpCo must implement an alternate pedestrian route (as agreed with RCC and TMC) prior to commencing activities on the western footpath of Wansey Road and prior to closing the footpath in Section PS-SE68.</li> <li>• OpCo must implement traffic changes (as detailed in SPR Appendix 12 (<i>Construction Traffic and Transport Management Constraints</i>)) prior closing traffic lanes in this Section.</li> </ul>

Item #	Section	Section Description	Section Type	Section Conditions of Access and Use
				<ul style="list-style-type: none"> <li>OpCo must not interfere with the access to the ATC grounds in this Section.</li> </ul>
110	TA-SE17	Randwick Racecourse Land (Wansey Road)	Property	<ul style="list-style-type: none"> <li>C3</li> <li>OpCo must not impact ATC structures or their operations except where detailed in Schedule B3 (<i>Requirements of Third Parties</i>). OpCo must protect any structures during construction. OpCo must consult with ATC for all works in this Section.</li> </ul>
110a	PS-SE34-A1	Randwick Racecourse Land (Wansey Road) at ATC Gate 10	Property	<ul style="list-style-type: none"> <li>The parties acknowledge that TfNSW may (but is not obliged to) issue a Modification Order in relation to works on this Section. OpCo may be given access to this Section at the times and subject to compliance by OpCo with the conditions set out in the Modification Order.</li> <li>C4</li> <li>C10</li> </ul>
111	PS-SE69	Part of public road reserves at the Wansey Road and High Street intersection	Intersection	<ul style="list-style-type: none"> <li>C4</li> <li>OpCo must not interfere with the access to the UNSW grounds in this Section.</li> <li>OpCo must relocate the bus stop to this Section in accordance with SPR Appendix 12 (<i>Construction Traffic and Transport Management Constraints</i>),</li> <li>OpCo must ensure that pedestrian access is provided to the relocated bus stop.</li> </ul>

Item #	Section	Section Description	Section Type	Section Conditions of Access and Use
111a	PS-SE69-A2	UNSW land at corner of Wansey Road and High Street	Property	<ul style="list-style-type: none"> <li>• C5</li> </ul>
112	PS-SE36	Part of High Street public road between Wansey Road and Botany Street	Road block	<ul style="list-style-type: none"> <li>• C4</li> <li>• OpCo must relocate the bus stops in High Street servicing routes 890, 891 and 892 to a new location in accordance with SPR Appendix 12 (<i>Construction Traffic and Transport Management Constraints</i>), prior to commencing construction of CSELR works in this Section.</li> <li>• OpCo must ensure that pedestrian access is provided to the relocated bus stop.</li> <li>• OpCo must not to interfere with the access to the UNSW grounds in this Section.</li> </ul>
112a	PS-SE36A	UNSW Gate 9 at High Street between Wansey Road and Botany Street	Property	<ul style="list-style-type: none"> <li>• C4</li> <li>• C5</li> <li>• OpCo must not interfere with the access to the UNSW grounds in this Section.</li> </ul>
113	PS-SE70	Part of public road reserves at the High Street and Botany Street intersection	Intersection	<ul style="list-style-type: none"> <li>• C4</li> </ul>
114	PS-SE71	Part of High Street public road reserve between Botany Street and Clara Street, including part of Eurimbla Avenue	Road block	<ul style="list-style-type: none"> <li>• C4</li> <li>• C12</li> <li>• OpCo must maintain access to the Prince of Wales Hospital at all times.</li> <li>• OpCo must not interfere with access (including turning movements in and out) to the Sydney Children's Hospital network public department drop-</li> </ul>



Item #	Section	Section Description	Section Type	Section Conditions of Access and Use
				<p>off/pick-up and ambulance access and parking bays, unless otherwise agreed with the hospital, including not impacting on any existing operational requirements.</p> <ul style="list-style-type: none"> <li>OpCo must coordinate any partial or full road closures of High Street with the Prince of Wales Hospital prior to undertaking any construction activities in this Section.</li> <li>OpCo is must provide a "drop off zone" outside the Sydney Children's Hospital during construction.</li> <li>OpCo must maintain access to the main Hospital Drive during construction. OpCo must not interfere with emergency doctor parking, access to loading docks, dedicated ambulance access to the Adult Emergency Department, access to the hospital carpark and maintain all turning movements.</li> </ul>
115	PS-SE72	Part of public road reserves at the High Street and Clara Street intersection	Intersection	<ul style="list-style-type: none"> <li>C4</li> <li>C12</li> <li>OpCo must maintain access to the Porte Cochere of the Prince of Wales Hospital at all times. If access is required to the area to construct the High Street and Clara Street intersection, then OpCo must coordinate access and timing with Health Infrastructure.</li> </ul>
115a	TA-SE21	Prince of Wales Hospital - Porte Cochere and Entry	Property	<ul style="list-style-type: none"> <li>C12</li> <li>OpCo must consult with Health Infrastructure concerning its design requirements and seek approval from Health Infrastructure prior to occupation and construction in this Section.</li> <li>Permanent adjustments to kerbs, footpaths and the like may remain in this Section after Final Completion.</li> </ul>

Item #	Section	Section Description	Section Type	Section Conditions of Access and Use
116	PS-SE73	Part of High Street public road reserve between Clara Street and Avoca Street / Belmore Road	Road block	<ul style="list-style-type: none"> <li>• C4</li> <li>• C12</li> <li>• OpCo must maintain access to the Porte Cochere of the Prince of Wales Hospital at all times. All turning movements in and out must be maintained during construction. If access is required to the area to construct the High Street and Clara Street intersection, then OpCo must coordinate access with the hospital.</li> <li>• OpCo must coordinate any modifications to the Porte Cochere of the Prince of Wales Hospital with the hospital. This includes not impacting on the existing disable car spaces, pedestrian walkway, shared wheel chair movements and drop off lane and entry / exit lane without the approval of the hospital. The final design and construction works program must be agreed in consultation with the hospital.</li> <li>• OpCo must coordinate its activities with any activities being undertaken by the Prince of Wales Hospital on the corner of High Street and Avoca Street.</li> <li>• OpCo must maintain a mid-block pedestrian crossing within the Section at all times during construction.</li> <li>• OpCo must maintain a taxi zone within the Section to service the hospital during construction.</li> </ul>
117	PS-SE37	Parts of Belmore Road, Avoca Street, Cuthill Street public road reserves and parts of Perouse Road and Coogee Bay Road public road reserves	Intersection	<ul style="list-style-type: none"> <li>• C4</li> </ul>

Item #	Section	Section Description	Section Type	Section Conditions of Access and Use
118	PS-SE38	High Cross Park	Park	<ul style="list-style-type: none"> <li>• C4</li> <li>• Access to the Section must be via Belmore Road.</li> <li>• In the week leading into any Anzac Day OpCo must minimise the footprint of its activities within Highcross Park. Any reduction in footprint must be decided in consultation with RCC.</li> <li>• Highcross Park must be opened on Anzac Day to facilitate public movements in, around and through the Park.</li> </ul>
118b	TA-SE20	High Cross Park	Park	<ul style="list-style-type: none"> <li>• C4</li> </ul>
118c	PS-SE38A	High Cross Park	Park	<ul style="list-style-type: none"> <li>• C4</li> </ul>
118d	PS-SE38B	High Cross Park	Park	<ul style="list-style-type: none"> <li>• C4</li> </ul>
119	PS-IW01	Rozelle Light Rail Facility area	Property	<ul style="list-style-type: none"> <li>• C13</li> <li>• OpCo must provide access from Lilyfield Road to the tenants on both the east and west side of this Section, at all times.</li> <li>• Access must not preclude the use of current sized vehicles to the tenants businesses.</li> <li>• OpCo must negotiate any access restrictions directly with the tenants.</li> <li>• OpCo must undertake demolition of part of the impacted warehouse building and make safe. The rail platform under the structure to be segmented and made safe for ongoing use</li> </ul>
120	PS-IW02	Rozelle Light Rail Facility area	Property	<ul style="list-style-type: none"> <li>• C8</li> </ul>



Item #	Section	Section Description	Section Type	Section Conditions of Access and Use
				<ul style="list-style-type: none"> <li>Access to the Section must be via the existing Lilyfield Road access point unless otherwise agreed with Sydney Trains.</li> </ul>
121	PS-IW01-A1	Rozelle Light Rail Facility area	Property	<ul style="list-style-type: none"> <li>C13</li> <li>Access must not preclude the use of current sized vehicles to the tenants businesses.</li> <li>OpCo must negotiate any access restrictions directly with the tenants.</li> </ul>
121a	PS-IW01-A2	Rozelle Light Rail Facility area	Property	<ul style="list-style-type: none"> <li>C13</li> <li>Access must not preclude the use of current sized vehicles to the tenants businesses.</li> <li>OpCo must negotiate any access restrictions directly with the tenants.</li> <li>Section to be used for batter construction only.</li> </ul>
122	PS-IW02-A1	Rozelle Light Rail Facility area	Property	<ul style="list-style-type: none"> <li>C8</li> <li>Access to the Section must be via the existing Lilyfield Road access point unless otherwise agreed with Sydney Trains.</li> </ul>
122a	PS-IW02-A2	Rozelle Light Rail Facility area	Property	<ul style="list-style-type: none"> <li>C8</li> <li>Section to be used for batter construction only.</li> <li>Access to the Section must be via the existing Lilyfield Road access point unless otherwise agreed with Sydney Trains.</li> </ul>

## **Schedule B7**

### **Planning Approvals**

(Clause 6.2)

This Schedule contains copies of the following Planning Approvals:

- (a) the approval granted by the Minister for Urban Affairs and Planning under Section 115B of the EP&A Act 1979 in relation to the proposed Inner West Light Rail Extension;
- (b) the approval granted by the Minister for Planning under Section 75J of the EP&A Act 1979 in relation to the proposed Inner West Extension dated 16 February 2011; and
- (c) the Project Planning Approval.



**ENVIRONMENTAL PLANNING AND ASSESSMENT ACT, 1979**

**APPROVAL UNDER SECTION 115(B) IN RELATION TO THE  
PROPOSED INNER WEST LIGHT RAIL EXTENSION**

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I, the Minister for Urban Affairs and Planning:

1. after examining and considering various matters including:

- a) the environmental impact of the proposed Inner West Light Rail Extension in accordance with Section 111 of the Environmental Planning and Assessment Act, 1979;
- b) the Environmental Impact Statement (the EIS) for the proposed Light Rail Extension prepared by Manidis Roberts (undated) approximately September 1997;
- c) representations made in respect to the exhibition of the EIS;
- d) a Representations Report in relation to the EIS prepared by the NSW Department of Transport dated November 1998;
- e) a report by the Director-General of the Department of Urban Affairs and Planning (hereafter referred to as the Director-General's Report) dated January 1999; and,

2. after consulting and considering the matters raised by the Minister for Transport;

pursuant to Section 115B(2) of the EP&A Act 1979, approve the Department of Transport to carry out the Inner West Light Rail Extension subject to the conditions of approval set out in Schedule 1. The reasons for the imposition of these conditions are set out in the Director-General's Report.

Dated                      of                      1999

**Craig Knowles MP**  
**Minister for Urban Affairs and Planning**  
**Minister for Housing**

**SCHEDULE 1**  
**INNER WEST LIGHT RAIL EXTENSION**  
**CONDITIONS OF APPROVAL**

**Acronyms and Abbreviations**

The following acronyms and abbreviations are used in the this Schedule:

CWDC	City West Development Corporation
dB(A)	decibel (A-weighted scale)
Department, The Director-General, The	Department of Urban Affairs and Planning Director-General of the Department of Urban Affairs and Planning or delegate
DoT	Department of Transport
EIS	Environmental Impact Statement
EMP	Environmental Management Plan
ENCM	EPA's Environmental Noise Control Manual
EPA	Environment Protection Authority
EP&A Act	<i>Environmental Planning and Assessment Act 1979</i>
Minister, The	Minister for Urban Affairs and Planning
Proponent	Department of Transport
TSB	Transport Safety Bureau

**General**

1. The proposal shall be carried out in accordance with:
  - \* the proposal contained in the Environmental Impact Statement *Proposed Light Rail Extensions - CBD and Inner West*, undated (approx September 1997), prepared for the Department of Transport by Manidis Roberts Consultants (hereafter referred to as the EIS) and the *Light Rail Extension Environmental Impact Statement Representations Report* prepared by the Department of Transport dated November 1998 (hereafter referred to as the Representations Report), subject to the modifications to the proposal as described in Section 4.0 of the Director General's Report prepared by the Department of Urban Affairs and Planning dated January 1999;
  - \* all identified procedures, safeguards and mitigation measures identified in the EIS and Representations Report;
  - \* all identified 'scope of works' referred to in "Detailed Schedule of Scope Of Works for the Inner West light rail extension" as provided in Appendix B of the Director-General's Report except those identified as the responsibility of Leichhardt Municipal Council, CWDC and Telstra and those relating to advertising.
  - \* the conditions of approval granted by the Minister.

Despite the above, in the event of any inconsistency, the conditions of approval by the Minister shall prevail.

These conditions do not relieve the Proponent of its obligations to obtain all other approvals and licences from all relevant authorities required under any other Act. Without affecting the generality of the foregoing, the Proponent shall comply with the terms and conditions of such approvals and licences.

It will be the ultimate responsibility of the Department of Transport (DoT) to ensure compliance with all conditions of approval granted by the Minister.

### **Commencement of Operation**

2. Except as provided below, the whole proposal shall commence operation at the same time, unless the prior approval of the Director-General has been obtained for staged opening.

Prior to seeking approval for staged operation, the Proponent shall consult with the relevant Council and any other relevant agency nominated by the Director-General. Any request for approval shall be made at least 1 month prior to the commencement of operation or as otherwise agreed by the Director-General.

### **Compliance**

#### *General*

3. The Proponent shall comply with all requirements of the Director-General in respect of the implementation of any measures arising from the conditions of this approval. The Proponent shall bring to the attention of the Director-General any matter that may require further investigation and the issuing of instructions from the Director-General. The Proponent shall ensure that these instructions are implemented to the satisfaction of the Director-General within such time that the Director-General may specify.

#### *Pre-Construction Compliance Report*

4. At least one month prior to commencement of substantial construction (or within such period as otherwise agreed by the Director-General), the Proponent shall submit for approval of the Director-General a compliance report detailing compliance with all relevant conditions that apply prior to commencement of substantial construction and shall address:
  - the dates of submissions of the various studies and/or requirements of various relevant conditions, and their approval and terms of approval; and
  - action taken or proposed to implement the recommendations made in terms of approvals and/or studies.

#### *Pre-Operation Compliance Report*

5. At least one month prior to commencement of operation (or within such period as otherwise agreed by the Director-General), the Proponent shall submit for approval of the Director-General a compliance report detailing compliance with all relevant conditions that apply prior to commencement of operation and shall address:



- the dates of submissions of the various studies and/or requirements of various relevant conditions, and their approval and terms of approval; and
- action taken or proposed to implement the recommendations made in terms of approvals and/or studies.

### **Project Commencement**

6. The Proponent shall notify the Director-General and all relevant authorities in writing of the project commencement date(s) prior to construction and operation as relevant.

### **Dispute Resolution**

7. The Proponent shall endeavour, as far as possible, to resolve any dispute with relevant public authorities arising out of the implementation of the conditions of this approval. Should this not be possible, the matter shall be referred to the Minister for resolution. The Minister's determination of the disagreement shall be final and binding on all parties.

### **Contact Telephone Number**

8. Prior to the commencement of construction, the Proponent shall institute, publicise and list with a telephone company a 24 hour complaints contact telephone number, which would enable any member of the general public to reach a person who can arrange appropriate response action to the complaint.

### **Complaints Register**

9. The Proponent shall record details of all complaints received during construction and ensure that an initial response to the complaint is provided within 24 hours and a detailed response within 10 days. Information on all complaints received shall be made available on request to the Director-General and all relevant government agencies. The Proponent shall nominate an appropriate person(s) to receive, log, track and respond to complaints within the specified timeframe. The name and contact details of this person(s) shall be provided to the relevant Council(s) and the Director-General upon appointment or upon any changes to that appointment.

### **Advertisement of Activities**

10. Prior to the commencement of construction and then at three-monthly intervals, the Proponent shall ensure the **advertisement**, in relevant local newspapers, of the nature of works proposed for the forthcoming three months, the areas in which these works are proposed to occur, the hours of operation and a contact telephone number.

The Proponent shall ensure that the local community is kept informed (by way of local newsletters, leaflets, newspaper advertisements, and community notice boards, etc.) of the progress of the project, including any traffic disruptions and controls, construction of temporary detours and work required outside the

nominated working hours, prior to such works being undertaken.

### **Community Liaison Group**

11. A **Community Liaison Group** shall be formed prior to the commencement of construction and meet regularly during the construction period to discuss detailed design issues and methods for minimising the impact on the local community and businesses during the construction stage. The Group shall include the Environmental Management Representative, representatives from the DoT, the contractor, relevant local community and business groups, and relevant councils.

Issues for discussion shall include, but not limited to car parking, urban design, local vehicle, pedestrian and cyclist access; construction stage traffic diversions; noise and vibration control measures; air and water quality; landscaping requirements; and any other issues considered relevant by the Group.

Appropriate facilities and information shall be provided by the Proponent to assist the Group in carrying out its functions. The Group may make comments and recommendations about the design and implementation of the proposal, which shall be considered by the Proponent.

### **Environmental Management Representative**

12. A suitably qualified Environmental Management Representative (EMR) shall be available during construction activity at the site and be present on-site during any critical construction activities as defined in the Environmental Management Plan (EMP). The EMR shall have responsibility for considering and advising on matters specified in the conditions of approval and compliance with such and facilitation of an induction and training program for all persons involved with the construction activities. The following information shall be provided to the Director-General:

- qualifications of the EMR and demonstration of compliance with AS/NZS ISO 14012:1996 *Guidelines for Environmental Auditing : Qualification criteria for environmental auditors*;
- role and responsibility of the EMR; and,
- authority of the EMR including details of the Proponent's internal reporting structure. This shall include the authority to stop work immediately if in the view of the EMR an unacceptable impact is likely to occur or to require other reasonable steps to be taken to avoid or minimise any adverse impacts

The EMR shall be approved by the Director-General prior to the commencement of construction.

### **Environmental Management System**

13. The Proponent shall ensure the appointment of contractors that have a demonstrated capability and experience in the implementation of an Environmental Management System prepared in accordance with the AS/NZS ISO 14000 series or BS7750-1994 certified by an accredited certifier and/or have

a proven environmental management performance record.

**Environmental Management Plan(s) (Construction Stage)**

14. At least one month prior to the commencement of construction, or within such other time as agreed by the Director-General, at various sites or the project as a whole, **Environmental Management Plan(s) (EMPs) (Construction Stage)** shall be prepared in consultation with the EPA, City of Sydney, Leichhardt Municipal Council and relevant government agencies. The EMP(s) (Construction Stage) shall be prepared in accordance with the conditions of this approval, all relevant Acts and Regulations and accepted best practice management procedures.

The EMP(s) (Construction Stage) shall:

- a) address construction activities associated with all key construction sites, including staging and timing of the proposed works;
- b) cover specific environmental management objectives and strategies for the main environmental system elements and include, but not be limited to: noise and vibration; air quality; water; erosion and sedimentation; access and traffic; property acquisition and/or adjustments; heritage and archaeology; groundwater; contaminated spoil and material (including acid sulphate soils), spoil stockpiling and disposal; waste/resource management; flora and fauna; wetlands; flooding and stormwater control; recreational facilities; visual screening, landscaping and rehabilitation; hazards and risks; energy use, resource use and recycling; vermin; and utilities;
- c) address, but not be limited to:
  - i) identification of the statutory and other obligations which the Proponent is required to fulfil during project construction, including all approvals and consultations/agreements required from authorities and other stakeholders, and key legislation and policies which control the Proponent's construction of the project;
  - ii) definition of the role, responsibility, authority, accountability and reporting of personnel relevant to compliance with the EMP;
  - iii) measures to avoid and/or control the occurrence of environmental impacts;
  - iv) measures (where possible and cost effective) to provide positive environmental offsets to unavoidable environmental impacts;
  - v) the role of the EMR;
  - vi) environmental management procedures for all construction processes which are important for the quality of the environment in respect of permanent and/or temporary works;
  - vii) monitoring, inspection and test plans for all activities and environmental qualities which are important to the environmental management of the

project, including performance criteria, specific tests, protocols (e.g. frequency and location) and procedures to follow;

- viii) environmental management instructions for all complex environmental control processes which do not follow common practice or where the absence of such instructions could be potentially detrimental to the environment;
- ix) steps the Proponent intends to take to ensure that all plans and procedures are being complied with;
- x) consultation requirements with relevant government agencies; and
- xi) community consultation and notification strategy (including local community, relevant government agencies, and relevant Councils), and complaint handling procedures.

Specific requirements for some of the main environmental system elements referred to in (b) shall be as required under the conditions of this approval and/or as required under any licence or approval.

**The EMP(s) (Construction Stage) shall be certified by the EMR as being in accordance with the conditions of approval and submitted to the Director-General for approval prior to commencement of substantial construction.**

The EMP(s) (Construction Stage) shall be made publicly available.

#### **Environmental Monitoring - Construction**

15. The Proponent shall submit to the Director-General, and make public, a report(s) in respect of the environmental performance of the construction works and compliance with the EMP(s) (Construction Stage) and any other relevant conditions of this approval. The report(s) shall be prepared six months after the start of substantial construction and thereafter at six monthly intervals or at other such periods as requested by the Director-General to ensure adequate environmental performance over the duration of the construction period. The report shall include, but not be limited to, information on:
- a) applications for consents, licences and approvals, and responses from relevant authorities;
  - b) implementation and effectiveness of environmental controls and conditions relating to the work undertaken;
  - c) identification of construction impact predictions made in the EIS and any supplementary studies and details of the extent to which actual impacts reflected the predictions;
  - d) details and analysis of results of environmental monitoring;
  - e) number and details of any complaints, including summary of main areas of complaint, action taken, response given and intended strategies to reduce complaints of a similar nature; and
  - f) any other matter relating to the compliance by the Proponent with the conditions of this approval or as requested by the Director-General.

The report(s) shall also be submitted to the EPA, relevant Councils and any other relevant government agency nominated by the Director-General. The report(s) shall also be made publicly available.

### **Environmental Management Plan (Operation Stage)**

16. An **Environmental Management Plan (EMP) (Operation Stage)** shall be prepared in consultation with the EPA, relevant councils and any other relevant government agency nominated by the Director-General. The EMP (Operation Stage) shall be prepared in accordance with the conditions of this approval, all relevant Acts and Regulations and accepted best practice management procedures.

The EMP (Operation Stage) shall address at least the following issues:

- a) an identification of the statutory and other obligations which the Proponent is required to fulfil, including all licence/approvals and consultations/agreements required from authorities and other stakeholders, and key legislation and policies which control the Proponent's operations of the project;
- b) requirements of and compliance with relevant approvals and licences;
- c) sampling strategies and protocols to ensure the quality of the monitoring program, including specific requirements of the EPA;
- d) monitoring, inspection and test plans for all activities and environmental qualities which are important to the environmental performance of the project during its operation, including description of potential site impacts, performance criteria, specific tests and monitoring requirements, protocols (e.g. frequency and location) and procedures to follow;
- e) steps the Proponent intends to take to ensure compliance with all plans and procedures;
- f) consultation requirements, including relevant government agencies, the local community and relevant councils and complaint handling procedures; and
- g) strategies for the main environmental system elements and including, but not limited to: noise and vibration; water; air quality; electromagnetic fields and electrolysis; erosion and sedimentation; access and traffic; property acquisition and/or adjustments; heritage and archaeology; groundwater; contaminated land; waste/resource management/removal/disposal; flora and fauna; hydrology and flooding; visual screening, landscaping and rehabilitation; hazards and risks; energy use, resource use and recycling; and utilities.

Specific requirements for some of the main environmental system elements referred to in (g) shall be as detailed under the conditions of this approval and/or as required under any licence or approval.

**The EMP (Operation Stage) shall be certified by the EMR as being in accordance with the conditions of approval and submitted to the Director-General for approval prior to commencement of operation.**

The EMP (Operation Stage) shall be made publicly available.



## **Environmental Impact Audit Report**

17. An **Environmental Impact Audit Report (EIAR)** shall be submitted to the Director-General, the EPA, and relevant councils and upon request by the Director-General to any other relevant government authority 12 months after commencement of operation and at any additional periods thereafter as the Director-General may require. The EIAR shall be prepared by an independent person to be appointed by the Director-General and at the Proponent's expense. The EIAR shall assess the key impact predictions made in the EIS and any supplementary studies and detail the extent to which actual impacts reflect the predictions.

In particular, the EIAR shall provide details on actual versus predicted noise and vibration impacts on local residences and nearby buildings, electromagnetic fields and electrolysis, access to and from Stops, contaminated land and material, and all other key impact issues identified in the EIS. Suitability of implemented mitigation measures and safeguards shall also be assessed. The EIAR shall also assess compliance with the EMP (Operation Stage).

The EIAR shall discuss results of consultation with the local community in terms of feedback/complaints on the construction and operation phases of the project and any issues of concern raised. Following consultation with the EPA and other relevant determining authorities the Proponent shall comply with all reasonable requirements of the Director-General with respect to any reasonable measure arising from, or recommendations in, the report. The EIAR shall be made publicly available.

## **Property Matters**

18. Dilapidation surveys shall be undertaken for all buildings located within 50 metres of the rail line prior to the commencement of activities with the potential to cause damage (ie major vibration causing activities or any other works as identified by the Director-General) or as otherwise agreed by the EPA. A copy of the surveys shall be given to each affected property owner together with information on how to pursue a claim for damage. The Proponent shall ensure that any damages occurring as a result of the construction or operation of the proposal are fully rectified at no cost to the owner(s).

## **Stabling Facility**

19. The location and boundaries of the stabling facility and access shall be generally in accordance with Figures 4a and 4b of the Director-General's Report. Prior to construction of any permanent works as part of the stabling facility the Proponent shall consult with City West Development Corporation and Leichhardt Municipal Council and any other agency nominated by the Director-General to seek their views on relevant issues. The Proponent shall prepare a report to the satisfaction of the Director-General detailing the results of the consultations, identifying any outstanding or unresolved issues. The Proponent shall comply with all requirements of the Director-General following submission of this report prior to commencement of substantial construction of the stabling facility.



20. The location, number and design of footings/foundations provided for future airspace development shall be generally in accordance with the plans provided in the Representations Report. Any variation shall require consultation with the CWDC and/or other relevant authorities and shall require approval by the Director-General.

#### **Wentworth Park Stop Pedestrian Overpass**

21. The Proponent shall investigate and report to the Director-General within 3 months of the date of this approval the merits or otherwise of providing a pedestrian overpass at the Wentworth Park stop. The report shall be prepared in consultation with the Department (Sydney Region Central), City of Sydney and Leichhardt Municipal Council and shall address the relationship to the proposal, likely cost effectiveness of a pedestrian overpass including need, benefits to pedestrians, alternatives, impacts, costs and other relevant issues identified during consultations. The Proponent shall comply with any recommendation by the Director-General resulting from this report.

#### **Advertising at Stops**

22. No advertising shall be permitted as part of the new works at the Wentworth Park stop or at the stops at Rozelle Bay and Lilyfield until further consideration of the Master Plan provisions of Sydney Regional Environmental Plan 26 including consultation with Sydney Harbour Foreshore Authority, the Department (Sydney Region Central) and Leichhardt Municipal Council. Any advertising at these stops shall require approval from the Director-General.
23. No advertising shall be permitted at the Glebe and Jubilee Park stops without prior consultation with Leichhardt Municipal Council. Any advertising at these stops shall require approval from the Director-General.

#### **Urban Design and Landscaping**

##### *Urban Design and Landscape Management and Implementation Strategy*

24. Prior to the commencement of substantial construction, a **Management and Implementation Strategy** for the overall urban design and landscape plan and for the detailed urban design plans shall be prepared. The strategy shall:
  - a) clearly indicate the extent of work to be undertaken;
  - b) set out responsibilities for implementing all urban design and landscape works, and expected dates for completion; and,
  - c) be in consultation with all relevant land owners, councils and the local community.

##### *Detailed Urban Design and Landscape Plans*

25. Prior to the commencement of substantial construction, detailed **urban design and landscape plans** are to be prepared, in consultation with the Council. The

**Plans shall:**

- a) be presented as an integral proposal with the final Inner West Extension light rail design;
  - b) be generally in accordance with the urban design principles in the Representations Report (Appendix V);
  - c) address all areas of land within and around the proposal; and,
  - d) consist of a report with accompanying annotated plans, sections and perspective sketches at a scale and level of detail that is adequate to convey the proposal.
26. Visual impacts of overhead wiring shall be assessed in detail in consultation with the relevant Council(s). Impacts in visually sensitive areas including: across the tracks along the Wentworth Park Viaduct, the Jubilee Park Viaduct, adjacent to The Crescent, and from the Rozelle Bay Stop through to Lilyfield shall be minimised by use of 'T' poles to cantilever the wiring and/or other such methods which would reduce the extent of visual impacts.
27. The Glebe stop shall be fitted with a lift within 5 years of commencement of operation in accordance with the plans in the Representations Report.

**Noise and Vibration**

*Management Procedure*

28. A detailed **Noise and Vibration Management Procedure** shall be prepared as part of the EMPs referred to in Conditions 14. and 16. to the satisfaction of the EPA. The Procedure shall provide details of noise and vibration control measures to be undertaken during both the construction and operation stages sufficient to address the technical requirements for any EPA approvals/licences. The Procedure shall include, but not be limited to:
- a) tests for ascertaining acoustic parameters;
  - b) identification of noise and vibration catchments and predicted noise and vibration levels;
  - c) impacts from site compounds/construction depots;
  - d) location, type and timing of erection of temporary and permanent noise barriers;
  - e) specific physical and managerial measures for controlling noise and vibration;
  - f) noise and vibration levels at sensitive receivers;
  - g) noise and vibration monitoring and reporting procedures;
  - h) consideration of the likely effectiveness of available control measures and those proposed to be used;
  - i) arrangements to inform residents of construction activities likely to affect their noise amenity;
  - j) contact point for residents;
  - k) complaints handling systems; reporting of complaints and response actions.

The Procedure shall be prepared prior to the construction and operation (as

appropriate) and shall be made publicly available.

*Construction Noise Impact Assessment*

29. A specific **Noise Impact Statement (NIS)** shall be prepared prior to construction, consistent with the noise management procedure in Condition 28. The NIS shall include:

- a) description of proposed processes and activities;
- b) valid background levels;
- c) examination of alternative methods that would potentially reduce noise impact;
- d) assessment of potential noise from proposed construction methods;
- e) assessment of potential reverberant noise from the portals at the Glebe Tunnel and the City West Link Road Underpass;
- f) description of and commitment to work practices which limit noise;
- g) description of specific noise mitigation treatments and time restrictions, and consideration of their effectiveness;
- h) justification for any activities outside the normal hours;
- i) consideration of construction vehicle movements;
- j) noise impacts of traffic diversions;
- k) compliance with EPA criteria;
- l) monitoring of construction activities; and
- m) community consultation and notification.

Each NIS shall be prepared in consultation with the relevant council(s) and be subject to the approval of the EPA as part of the information required to obtain a Pollution Control Approval.

*Construction Noise and Vibration Levels*

30. The Proponent shall monitor construction noise levels to verify compliance with the requirements specified in the Noise and Vibration Management Procedure. Should monitoring indicate exceedance, the Proponent shall consult the EPA and implement any additional mitigation measures as required. In any event construction noise shall be within the following criteria unless otherwise agreed with the EPA.

- For a construction period of four weeks and under, the  $L_{10}$  level, measured over a period of not less than 15 minutes when the construction site is in operation, must not exceed the background level by more than 20dB(A).
- For a construction period of greater than four weeks and not exceeding 26 weeks, the  $L_{10}$  level, measured over a period of not less than 15 minutes when the construction site is in operation, must not exceed the background level by more than 10dB(A).

- For a construction period greater than 26 weeks, the  $L_{10}$  level, measured over a period of not less than 15 minutes when the construction site is in operation, must not exceed the existing background noise level by more than 5 dB(A).

A value of 5 dB shall be added to the sound pressure levels recorded from the construction activities if the noise is substantially tonal or impulsive in character.

The levels above shall be achieved through best practicable means. In situations where it is identified that the above levels will not be achieved, then all reasonable measures to the satisfaction of the EPA shall be undertaken to reduce the level of noise impact.

### Construction Hours

- All construction activities including entry and departure of heavy vehicles shall be restricted to the hours 7.00 am to 5.00 PM (Monday to Friday); 8:00 am to 1.00 PM (Saturdays) and at no time on Sundays and public holidays.

Works outside these hours which may be permitted include:

- any works which do not cause noise emissions to be audible at any nearby residential property;
- the delivery of materials which is required outside these hours requested by police or other authorities for safety reasons;
- emergency work to avoid the loss of lives and/or property and/or to prevent environmental harm; and
- any other work as approved by the EPA. Any works outside normal hours approved by the EPA shall be publicly notified in a manner to the satisfaction of the EPA.

### General Operational Noise Criteria

- Airborne Noise

- The following airborne noise goals shall apply unless otherwise agreed by the EPA

Parameter	Criterion	Application
$L_{Amax}$	82 dBA at 7.5m	General requirement at 60km/hr on typical track
$L_{Amax}$	82 dBA	At existing residential boundaries
$L_{Aeq}$ Day	60 dBA	7:00 am to 7:00 pm
$L_{Aeq}$ Evening	55 dBA	7:00 pm to 11:00 pm
$L_{Aeq}$ Night	50 dBA	11:00 pm to 7:00 am

- Regenerated Noise

33. The following regenerated noise design goals shall apply unless otherwise required by the EPA

Category	Criterion	Application
Commercial Buildings	50dBA	Offices and Shops
Residential	35 to 40 dBA*	Existing and Zoned** Residential

\* Design for 35dBA, but to a limiting criterion of 40dBA

\*\* Currently zoned residential or proposed to be zoned residential (as recognised in a draft environmental planning instrument) as of the date of this approval.

- Vibration Design Goals

34. The following vibration design goals shall apply unless otherwise agreed by the EPA.

Category	Criterion (dB re 1E – 6 mm/s)	Application
Existing or Zoned Residential or other sensitive receivers as identified by the EPA	103	Facade L <sub>Max</sub>
Commercial	112	Facade L <sub>Max</sub>

*Specific Operational Noise Measures*

35. Between the hours of 10 pm and 7 am warning bells and horns shall only be used where in the opinion of the driver it is considered to be a danger to public safety.

36. The track layout shall be designed to avoid tight wheel squeal, and where necessary, measures such as grease pumps shall be implemented.

37. The rail track shall be fully welded on the whole rail running surface (except at points and crossings) and shall be ground by automated rail grinding machine unless otherwise agreed to by the EPA.

**Security/Safety**

38. Prior to commencement of operation the Proponent shall consult with NSW Police, local Council(s), State Emergency Services and NSW Fire Brigade with respect to security issues. All necessary approvals in relation to construction and operational safety shall be obtained from the Transport Safety Bureau.

**Spoil Disposal, Contaminated Material and Waste Management**

*Spoil Disposal*

39. As part of the EMP(s) (Construction Stage) referred to in Condition 14., a **Spoil**



**Management Plan** shall be prepared. This Plan shall identify how spoil will be handled, stockpiled, reused and disposed, and it shall identify mitigation measures for native vegetation, and potential air and water quality impacts. The Plan shall be prepared in consultation with the EPA and relevant councils before the commencement of construction at relevant sites. All excavation spoil, ballast and demolition material shall be validated as conforming with the EPA's Environmental Guidelines – Assessment, Classification and Management of Non-Liquid Wastes, 1997, before removal from the site for disposal.

40. Prior to the commencement of construction at various relevant sites where spoil is to be generated, the Proponent shall ensure that details of proposed spoil disposal locations are provided to the EPA and any other relevant authority.
41. All clean and/or treated spoil shall be reused or recycled wherever possible and cost effective. The Proponent shall ensure that spoil generated from construction activities is maximised in preference to any import of fill.
42. No spoil, material or item of equipment can be disposed in the ocean.
43. Prior to the commencement of construction, the Proponent shall provide the relevant councils with detailed plans for the routes and access points to be used by construction traffic. These shall not be varied unless otherwise agreed to by the relevant local council traffic management committees.

#### **Contaminated Materials and Spoil**

44. As part of the EMP(s) (Construction Stage) referred to in Condition 14., an **Investigation Report** determining the nature, extent and degree of contamination shall be prepared. The Report shall detail the results of site investigations and the assessment of the potential risk posed by contaminants to health and the environment. The Report shall also include a strategy for dealing with unexpected occurrences of contaminated material during the course of construction activities. A copy of the report shall be submitted to the EPA for approval prior to commencement of construction works that would potentially disturb contaminated material.
45. Asbestos, including asbestos cement wastes shall be removed in accordance with the Asbestos Chemical Control Order 1989 made under the Environmentally Hazardous Chemical Act. The Proponent shall demonstrate to the satisfaction of the EPA how it intends to comply with this requirement.
46. If the results of the site investigations indicate that remediation is necessary to reduce or remove risks posed by contaminants, then the Proponent shall remediate the land in accordance with a **Remedial Action Plan** approved by the Director-General. The Plan shall be prepared to the satisfaction of the EPA and in consultation with relevant councils. If contaminated material is to be disposed off-site, it can only be to an EPA approved landfill, to the satisfaction of the EPA.
47. If remediation is carried out, the Proponent shall submit a **Validation Report** to



the Director-General within 1 month of the completion of remediation works. The Report shall confirm whether the pre-determined clean up objective has been attained and whether any further remediation works or restrictions on land use are required. The Director-General may require further remediation works if the pre-determined clean up objective has not been attained. The Director-General may also require an independent site audit of the remediation, at the Proponent's expense, if the Validation Report is inconclusive. A copy of the Validation Report shall be submitted to the EPA, and relevant councils at the same time the Report is forwarded to the Director-General.

48. All work associated with contaminated materials, including the preparation of reports, shall be carried out in accordance with relevant EPA guidelines and guidelines prepared by the Australian and New Zealand Environment and Conservation Council (ANZECC) and the National Health and Medical Research Council (NHMRC).

#### **Waste Management and Recycling**

49. As part of the EMP(s) (Construction Stage) and (Operation Stage) referred to in Conditions 14. and 16. respectively, a detailed **Waste Management and Reuse Procedure** shall be prepared to the satisfaction of the EPA. The Procedure shall address the management of wastes during both the construction and operation stages. It shall be prepared prior to construction and operation, as appropriate, and shall identify requirements for:

- a) waste avoidance;
- b) reduction;
- c) reuse; and
- d) recycling,

and details of requirements for:

- e) handling;
- f) stockpiling;
- g) disposal of wastes, specifically spoil, concrete, contaminated soil or water, demolition material, cleared vegetation, oils, grease, lubricants, sanitary wastes, timber, glass, metal, etc.; and
- h) identification of any site for final disposal of any material and any remedial works required at the disposal site before accepting the material.

Any waste material that is unable to be reused, reprocessed or recycled shall be disposed at a landfill licensed by the EPA to receive that type of waste. The Procedure shall be framed using the waste minimisation hierarchy principles of avoid-reduce-reuse-recycle-dispose. This shall also include the demand for water.

50. As part of the EMP(s) (Construction Stage) referred to in Condition 14., an **Action Plan** shall be prepared to promote the use of recycled materials, including construction and landscape materials, and the use of recycle receptacles at each

stop. The Plan shall detail how the proposal gives consideration and support to the Government's *Waste Reduction and Purchasing Policy*. The Plan shall also include details on measures to implement energy conservation best practice.

51. Recycling receptacles shall be installed at each stop in order to achieve waste reduction targets unless otherwise approved by the EPA.

## **Heritage and Archaeology**

### *Heritage*

52. A **Heritage Management Procedure and Conservation Policy** shall be prepared in consultation with the relevant Council(s) and Heritage Council. The Procedure shall include a study of existing relics, identify heritage items and present management and conservation strategies and options.

### *Archaeology*

53. The Proponent shall prepare an **Archaeology Management Procedure**, in consultation with the Metro Local Aboriginal Land Council(s). The Procedure shall identify archaeological items and present management options.

### *Unexpected items*

54. If, during the course of construction, the Proponent becomes aware of any heritage items or archaeological material, all work likely to affect the site(s) shall cease immediately and the relevant authority(s) shall be consulted to determine an appropriate course of action prior to the recommencement of work at that site. Appropriate supporting documentation will need to accompany any application for required permit/consent(s).

## **Air Quality**

55. As part of the EMP(s) (Construction Stage) referred to in Condition 14., a specific **Construction Stage Air Quality Procedure** shall be prepared to the satisfaction of the EPA. The Procedure shall provide details of all dust control measures to be implemented during the construction stage, sufficient to address the technical requirements for any EPA approvals/licences. The Procedure shall include measures to reduce dust from stockpiles and cleared areas or other exposed surfaces. The Procedure shall also identify the potential for odours and incorporate strategies for dealing with this issue.
56. All construction vehicles shall be maintained and covered to prevent any loss of load, whether in the form of dust, liquid, solids, or otherwise, and shall be maintained in such a manner that they will not track mud, dirt or other material onto any street which is opened and accessible to the public. Without limiting the generality of this clause, the Proponent shall ensure the installation and maintenance of a wheel wash facility and/or other such devices acceptable to the EPA to ensure that material from construction vehicle tyres are not deposited on nearby streets.

57. No open burning or incineration shall be permitted on site.

### **Flora and Fauna**

58. All practical preventative measures shall be taken in order to minimise any potential disturbance of habitats surrounding work sites.
59. No spoil material shall be dumped in a manner so it is likely to have a significant effect on threatened species, populations, ecological communities or their habitats. As far as possible, spoil shall not be dumped in areas containing native vegetation. Any dumping of spoil shall be consistent with the management plan referred to in Condition 39.
60. Vegetation along the route shall be maintained provided that it does not interfere with the safe operation of the proposal.

### **Electrolysis/Electro-Magnetic Interference**

61. All overhead wiring shall be double insulated and the proposal shall comply with the relevant standards of the Sydney Electrolysis Technical Committee. In general the proposal shall have no electro-magnetic interference on any adjoining properties along the route or any effect on the operation of pacemakers, hearing aids or similar devices.

### **Water Quality**

#### *Stormwater Management*

62. A detailed **Stormwater Management Procedure** shall be prepared in consultation with EPA and the relevant councils. The Procedure shall provide details on catchment analysis (including localised flooding as recognised by the local councils), existing drainage systems and capacity, drainage changes resulting from the proposal and implications for the system, detention requirements and their environmental impacts. The Proponent shall reach an agreement with the relevant authorities on appropriate and specific measures to be implemented at various locations.

#### **Soil and Water Management Procedure**

63. A detailed **Soil and Water Quality Management Procedure** shall be prepared in consultation with the EPA and the relevant councils. The Procedure shall provide details of pollution control measures to be undertaken during both the construction and operation stages. The Procedure shall conform to the principles and objectives of the following EPA handbooks:
- Managing Urban Stormwater: Treatment Techniques;
  - Managing Urban Stormwater: Soils and Construction; and,
  - Managing Urban Stormwater: Source Control (draft).

64. The Soil and Water Management Procedure shall where appropriate incorporate a detailed **Erosion and Sedimentation Control Plan(s)** and **Site Rehabilitation Plan(s)** which shall be prepared in consultation with the EPA sufficient to address the technical requirements for obtaining relevant EPA approvals/licences.

#### **Erosion and Sediment Control Works**

65. The Proponent shall ensure that all erosion and sediment control works are completed and in place prior to the commencement of any works that may have the potential to generate soil erosion or sediment. Erosion and sediment protection measures shall also be in place before the commencement of any stockpiling activities.

#### **Operational Stage Water Pollution Control Measures**

66. All stormwater and wastewater systems of the proposal shall be designed, constructed, operated and maintained to meet the requirements of the relevant authorities, including EPA and relevant councils.
67. In addition to trap gullies and trashracks, the Proponent shall investigate the cost effectiveness of incorporating detention systems for containing spills and materials arising from accidents and install appropriate detention systems to the satisfaction of the EPA. The Proponent shall also investigate the cost of removal of sediment, oil and grease, where necessary.

#### **Hazards, Risks and Safety**

68. At least one month prior to construction commencement except for preliminary works that will not be affected by study results or within such further period as directed by the Director-General, the Proponent shall prepare and submit for approval of the Director-General a **Construction Safety Study** having regard for Hazardous Industry Planning Advisory Paper No 7 to include a risk assessment study of the impact caused by utilities damage, issues relating to works in the Glebe tunnel including damage, collapse, water ingress, procedures for heavy lifts etc. The Study shall have regard to the requirements of the Transport Safety Bureau.
69. Prior to commencement of operations, an **Emergency Response Plan** shall be prepared in consultation with NSW Fire Brigades, the Police and the State Emergency Services and to the satisfaction of the Transport Safety Bureau. Prior to commencement of operations there shall be a thorough testing of emergency procedures and evacuation systems to the satisfaction of the TSB. Testing thereafter shall be at least annually or as otherwise required by the TSB.

#### **Utilities and Services**

70. The Proponent shall identify the services potentially affected by construction activities to determine requirements for diversion, protection and/or support. This shall be undertaken in consultation with the relevant service provider(s). Any alterations to utilities and services shall be carried out the satisfaction of the

relevant service provider(s), and unless otherwise agreed to, at no cost to the service/utility provider(s).

71. The Proponent shall be responsible for minimising any disruption to services resulting from the proposal and shall be responsible for advising local residents and businesses prior to disruption to services.



# Project Approval

## Section 75J of the *Environmental Planning & Assessment Act 1979*

I approve the project application referred to in schedule 1, subject to the conditions in schedule 2.

These conditions are required to:

- prevent, minimise, and/or offset adverse environmental impacts;
- set standards and performance measures for acceptable environmental performance;
- require regular monitoring and reporting; and
- provide for the ongoing environmental management of the project.



Tony Kelly MLC  
Minister for Planning

16 FEB 2011

Sydney

2011

### SCHEDULE 1

<b>Application No.:</b>	MP 10_0111
<b>Proponent:</b>	Transport NSW
<b>Approval Authority:</b>	Minister for Planning
<b>Land:</b>	Disused Rozelle Goods Line corridor from Lilyfield to Dulwich Hill and adjoining lands including Richard Murden Reserve, Haberfield and the existing light rail stabling and maintenance facility at Pymont.
<b>Project:</b>	An Inner West extension of 5.6 kilometres along the disused Rozelle goods line corridor from Lilyfield to Dulwich Hill, including a GreenWay walking and cycling path, and nine new stops: <ul style="list-style-type: none"><li>• Leichhardt North stop;</li><li>• Hawthorne stop;</li><li>• Marion stop;</li><li>• Taverners Hill stop;</li><li>• Lewisham West stop;</li><li>• Waratah Mills stop;</li><li>• Arlington stop;</li><li>• Dulwich Grove stop; and</li><li>• Dulwich Hill Interchange stop.</li></ul>
<b>Part 3A Project:</b>	The proposal is a project to which Part 3A of the Act applies by virtue of an Order made by the Minister for Planning and gazetted on 19 March 2010 and revised 16 July 2010.
<b>Critical Infrastructure</b>	The proposal is a critical infrastructure project by virtue of an Order made by the Minister for Planning and gazetted on 19 March 2010 and revised 16 July 2010.



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## DEFINITIONS

<b>Act, the</b>	<i>Environmental Planning and Assessment Act 1979</i>
<b>Ancillary Facility</b>	Temporary facility for construction, including for example an office and amenities compound, construction compound, materials storage, compound maintenance workshop, concrete washout, or material stockpile areas.
<b>Construction</b>	Includes all work in respect of the project <b>other than</b> survey, establishing site compounds and ancillary facilities, acquisitions, fencing, investigative drilling or excavation, building/road dilapidation surveys, installation of environmental impact mitigation measures, utility adjustments/relocations, and minor clearing.
<b>DECCW</b>	NSW Department of Environment, Climate Change and Water
<b>Department, the</b>	NSW Department of Planning
<b>Director-General, the</b>	Director-General of the NSW Department of Planning (or delegate)
<b>Director-General's Approval</b>	A written approval from the Director-General (or delegate). Where the Director-General's Approval is required under a condition, the Director-General will endeavour to provide a response within one month of receiving an approval request. The Director-General may require additional information if the approval request is considered incomplete. When further information is required the time taken for the Proponent to respond in writing will be added to the one month period.
<b>IWEG</b>	Inner West Environment Group
<b>Minister, the</b>	Minister for Planning
<b>Operation</b>	Means the operation of the project, but <b>does not</b> include commissioning trials of equipment or temporary use of parts of the project during construction.
<b>Project</b>	The project the subject of Major Projects Application 10_0111.
<b>Proponent</b>	Transport NSW
<b>Publicly Available</b>	Available for inspection in hard copy and/or electronic format by a member of the general public (for example available on the project website).
<b>Reasonable and feasible</b>	Consideration of best practice taking into account the benefit of proposed measures and their technological and associated operational application in the NSW and Australian context. <b>Feasible</b> relates to engineering considerations and what is practical to build. <b>Reasonable</b> relates to the application of judgement in arriving at a decision, taking into account: mitigation benefits, cost of mitigation versus benefits provided.
<b>Relevant Council(s)</b>	Ashfield Council, Leichhardt Municipal Council, Marrickville Council and the City of Sydney Council as applicable.
<b>RTA</b>	Roads and Traffic Authority
<b>Sensitive Receiver</b>	Residence, education institution (e.g. school, TAFE college), health care facility (e.g. nursing home, hospital) and religious facility (e.g. church).
<b>Stages</b>	Stages refer to the division of a project into multiple contract packages for construction purposes, and/or the construction or operation of the overall project in discrete sections.
<b>STA</b>	State Transit Authority (Sydney Buses)

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**SCHEDULE 2**  
**PART A - ADMINISTRATIVE CONDITIONS**

**Terms of Approval**

- A1. The Proponent shall carry out the project generally in accordance with the:
- (a) Major Project Application 10\_0111;
  - (b) *Sydney Light Rail Extension Stage 1 – Inner West Extension* (two volumes), prepared by Parsons Brinkerhoff for Transport NSW and dated October 2010;
  - (c) *Sydney Light Rail Extension Stage 1 – Inner West Extension – Submissions Report*, prepared by Parsons Brinkerhoff for Transport NSW and dated December 2010; and
  - (d) conditions of this approval.
- A2. In the event of an inconsistency between:
- (a) the conditions of this approval and any document listed from condition A1a) to A1c) inclusive, the conditions of this approval shall prevail to the extent of the inconsistency; and
  - (b) any of the documents listed from condition A1a) to A1c) inclusive, the most recent document shall prevail to the extent of the inconsistency.
- A3. The Proponent shall comply with the reasonable requirements of the Director-General arising from the Department's assessment of:
- (a) any reports, plans or correspondence that are submitted in accordance with this approval; and
  - (b) the implementation of any actions or measures contained in these reports, plans or correspondence.
- A4. The Proponent may construct and/ or operate the project in stages with commensurate staging of compliance with the conditions of this approval. Where the project is to be staged, the Proponent shall submit details of the staging to the Director-General, including details of how compliance with the conditions of this approval will be ensured across and between the stages of the project.

**Limits of Approval**

- A5. This approval shall lapse ten years after the date on which it is granted, unless the works the subject of this approval are physically commenced on or before that date.

**Statutory Requirements**

- A6. The Proponent shall ensure that all licences, permits and approvals are obtained as required by law and maintained as required with respect to the project. No condition of this approval removes the obligation for the Proponent to obtain, renew or comply with such licences, permits or approvals.
- A7. Except as may be expressly provided by an Environment Protection Licence for the project, the Proponent shall comply with section 120 of the *Protection of the Environment Operations Act 1997*, which prohibits the pollution of waters.
-

## PART B – ENVIRONMENTAL CONDITIONS

### NOISE AND VIBRATION

#### Land Use Survey

- B1. Prior to construction, the Proponent shall undertake a detailed land use survey to identify potentially critical areas that are sensitive to construction vibration and construction ground-borne noise impacts. The results of the survey shall be incorporated into the Construction Noise and Vibration Management Plan as required by condition C20.

### TRAFFIC AND TRANSPORT

#### Design

- B2. The Proponent shall ensure that the project, in relation to new or modified road, parking, pedestrian and cycle infrastructure is designed:
- (a) in consultation with the relevant road authority;
  - (b) in consideration of existing and future demand, road safety and traffic network impacts;
  - (c) to meet relevant design, engineering and safety guidelines, including Austroads Guide to Traffic Engineering Practice; and
  - (d) is certified by an appropriately qualified person that the above matters have been appropriately considered.
- B3. The Proponent shall ensure that the pedestrian facilities proposed at the intersection of Darley Road and Francis Street, and Darley Road and Lyall Street, are designed and constructed to the satisfaction of the RTA.
- B4. The Proponent shall ensure that the location and design for the at grade GreenWay crossing at Marion Street is undertaken in consultation with the RTA and the relevant Council, and shall include the consideration of:
- (a) the installation of a signalised intersection at the intersection of Marion Street and Hawthorne Parade; and
  - (b) an upgrade of the pedestrian crossing of Hawthorne Parade adjacent to Marion Street.

#### Parking Strategy

- B5. The Proponent shall, prior to operation, unless otherwise agreed by the Director-General, prepare a **Parking Management Strategy** in consultation with the RTA, STA and relevant councils to manage car parking impacts at light rail stops and adjoining areas as a result of the operation of the project. The Parking Management Strategy shall include, but not be limited to:
- (a) the provision of parking spaces consistent with those identified in Table 6.1 of the report *Sydney Light Rail Extension – Stage 1 Draft Parking Strategy*, prepared by Parsons Brinkerhoff and dated September 2010;
  - (b) a monitoring methodology for the utilisation of park and ride spaces and impacts on parking supply and turnover on adjoining streets at each stop; and
  - (c) the identification of measures to address parking impacts, such as resident parking schemes, should monitoring identify a significantly detrimental impact on local parking supply.

The Proponent shall be responsible for the implementation of measures in coordination with the relevant Council. The Strategy shall be submitted to the Director-General and the reporting of monitoring incorporated into the Compliance Tracking Program.

#### Pedestrian Access

- B6. The Proponent shall review pedestrian access to stops and identify improvements to pedestrian infrastructure to facilitate improved pedestrian connectivity to adjoining areas and improved transport interchange. The review shall be undertaken in consultation with the RTA, STA and RailCorp and relevant Councils, and shall address, but not be limited to the following matters:
- (a) improvements to pedestrian access and priority, commensurate with expected pedestrian demand, including the consideration of proposed future development within the walking catchment of each stop;
  - (b) a reduction in pedestrian access severance and enhancements to safe and convenient crossing opportunities on adjoining roads and cycleways;
  - (c) the provision of pedestrian links to other transport modes, particularly bus stops and City Rail stations, including a detailed review of bus stop locations and the potential to reduce walking distances between bus and light rail stops; and
  - (d) improvements in the level of personal mobility and safety for pedestrians, with consideration of the *Disability Discrimination Act 1992 (DDA) Public Transport Standards* and the *DDA Access Code 2010*, including accessible paths of travel from interchange bus stops and railway stations, and disabled and kiss-and-ride parking spots associated with light rail stops.

Infrastructure and service improvement measures identified in the review shall, where reasonable and feasible, be implemented by the Proponent and shall be incorporated into the Urban Design and Stop Access Plan required under condition B27.

- B7. As part of condition B6, the Proponent shall implement the following matters, unless otherwise agreed by the Director-General:
- (a) improvements identified in Table 6.1 of the report titled *Traffic and Transport Impact Assessment: Sydney Light Rail Extension Stage 1*, prepared by Parsons Brinkerhoff and dated October 2010, subject to the conditions of this approval;
  - (b) the safe separation of light rail facilities and recreational uses, including off leash dog areas at the Hawthorne stop;
  - (c) an investigation of footpath upgrades between the northern end of the Lewisham West Stop to Longport Street and an upgrade of the footpath between the northern access point of the Lewisham West Stop to Lewisham Station, along Longport Street and Railway Terrace; and
  - (d) improved pedestrian facilities along Hudson Street between the Lewisham West Stop and Old Canterbury Road, including the consideration of an interim shared pedestrian and vehicle zone, subject to the future development of the McGill Street precinct.
- B8. The Proponent shall design the project so as not to preclude the widening of the Wardell Road (west) footpath at Dulwich Hill Station.

#### **Cycle Access**

- B9. The Proponent shall review cycle access to light rail stops and the GreenWay and cycle facilities at light rail stops to identify infrastructure measures to improve cycle facilities at stops and the connectivity of light rail and the GreenWay with local and regional cycle networks. The review shall be undertaken in consultation with the RTA, relevant Councils, Bicycle NSW and local bike user groups and the GreenWay Steering Committee, and shall include but not be limited to the consideration of the cycle network improvements identified in Table 6.2 of the report titled *Traffic and Transport Impact Assessment: Sydney Light Rail Extension Stage 1*, prepared by Parsons Brinkerhoff and dated October 2010. The Proponent shall ensure that the stop lifts allow for the carriage of bicycles.

Infrastructure and service improvement measures identified in the review shall be implemented by the Proponent and incorporated into the Urban Design and Stop Access Plan required by condition B27.

#### **Property Access**

- B10. The Proponent shall:
- (a) retain access to all properties during construction and operation, unless otherwise agreed by the relevant property owner or occupier;
  - (b) reinstate any access physically affected by the project to at least an equivalent standard, unless otherwise agreed with the property owner; and
  - (c) ensure adequate access is provided for the maintenance of existing and future Bushcare sites.

#### **HERITAGE**

##### **Aboriginal Heritage**

- B11. The Proponent shall implement recommendations identified in section 6.1 of the report *Sydney Light Rail Extension Stage 1 Heritage Impact Assessment*, September 2010, and prepared by Australian Museum Business Services for Parsons Brinkerhoff, subject to the requirements of these conditions.

##### **Non Aboriginal Heritage**

- B12. The Proponent shall implement recommendations identified in section 6.2 of the report *Sydney Light Rail Extension Stage 1 Heritage Impact Assessment*, September 2010, and prepared by Australian Museum Business Services for Parsons Brinkerhoff, subject to the requirements of these conditions.
- B13. The Proponent shall, prior to construction, undertake further heritage impact assessment of the following heritage items to inform detailed design and management measures to avoid and/or minimise impacts to these items:
- (a) Darling Harbour Rail Corridor (Pyrmont);
  - (b) Hawthorne Canal Stormwater Channel No.62 (and Leichhardt Branch) (Leichhardt and Ashfield);
  - (c) Leichhardt (Marion Street) Underbridge (Leichhardt);
  - (d) Lewisham (Parramatta Road) Underbridge (Marrickville);
  - (e) Battle Bridge Over Hawthorne Canal (Marrickville);
  - (f) Lewisham Sewage Aqueduct (Marrickville); and
  - (g) Lewisham Railway Viaducts over Long Cove Creek (Marrickville).

The further assessment shall be undertaken in consultation with the Department (Heritage Branch) and by a suitably qualified heritage consultant, utilise existing Heritage Assessments and Conservation Management Plans and shall be generally consistent with NSW Heritage Council guidelines. The assessment shall be submitted to the Director-General and the findings, including the detailed design and management measures shall be incorporated into the Construction Heritage Management Plan required under condition C20. Should, during detail design, items that were not identified as being impacted are

identified as likely to be impacted; an equivalent level of assessment as stated in this condition shall be undertaken for those items.

- B14. The Proponent shall, prior to excavation works, undertake a baseline archaeology assessment to provide sensitivity mapping of areas which may contain significant non-Aboriginal archaeological deposits. The assessment shall be undertaken by a suitably qualified archaeologist and in consultation with the Department (Heritage Branch), and shall be consistent with NSW Heritage Council guidelines.

Where they can not be avoided, any affected non-Aboriginal archaeological sites of Local or State significance found in areas identified as having potential archaeological significance are to be subject to professional archaeological excavation and/or recording before construction works commence. A Research Design (including an Archaeological Excavation Methodology) shall be prepared in accordance with NSW Heritage Council guidelines.

The archaeology assessments and the Research Design shall be submitted to the Director-General and the findings shall be incorporated into the Construction Heritage Management Plan required under condition C20. A suitably qualified archaeologist shall be made available to identify potential archaeological relics and a copy of final excavation report(s) shall be prepared and lodged with the Heritage Council of NSW, and relevant councils.

- B15. Where reasonable and feasible, potential archaeological heritage within the study area shall be retained and preserved in situ.
- B16. Prior to the commencement of construction, the Proponent shall prepare a **Heritage Interpretation Strategy** in accordance with NSW Heritage Council guidelines, to outline in particular how heritage significance which will be lost as a result of the project will be interpreted within the site. The Strategy shall be prepared in consultation with the Department (Heritage Branch) and is to be submitted to the Director-General prior to completion of detailed design. The identified strategies shall be incorporated into the Urban Design and Stop Access Plan required by condition B27.
- B17. Photographic and archival recording of all buildings, structures, landscape areas to be directly impacted by the project shall be undertaken prior to construction. Recording is to be completed in accordance with NSW Heritage Council guidelines. Copies of photographic recordings shall be made available to the Department (Heritage Branch) and relevant councils.

## BIODIVERSITY

- B18. The Proponent shall develop and implement a **Revegetation and Biodiversity Compensation and Monitoring Package** to outline how ecological impacts will be compensated for and habitat monitored within the corridor, Bushcare and other appropriate sites.

The Package shall be prepared and submitted to the Director-General for approval prior to construction, unless otherwise agreed by the Director-General, and in consultation with DECCW, relevant Councils, the GreenWay Sustainability Project, the GreenWay Steering Committee and the IWEG, and have consideration of the *GreenWay Revegetation and Bushcare Plan*. The Package should ensure that all vegetation loss, including native vegetation and weeds, is offset by an equivalent area of regeneration or replanting, and include:

- (a) the identification of the extent and types of habitat impacts and habitat loss or degradation as a result of the final design of the project;
- (b) the objectives and biodiversity outcomes to be achieved through impact mitigation and compensation measures;
- (c) details of impact mitigation measures, including infrastructure designs that facilitate fauna movements;
- (d) details of the offset measures selected to compensate for the loss of vegetation, including the identification of potential Bushcare sites;
- (e) measures for the management, protection and monitoring of the compensatory sites, including the:
  - i) monitoring of the condition of fauna and flora species and ecological communities at offset locations;
  - ii) the methodology for the monitoring program(s), including the number and location of monitoring sites, and the sampling frequency at these sites;
  - iii) provisions for the annual reporting of the monitoring results for a set period of time as determined in consultation with the DECCW; and
- (f) timing and responsibilities for the implementation of the provisions of the Package.

Any land offset must be enduring and include a conservation mechanism which protects and manages the land in perpetuity.

Where monitoring shows inadequate compensatory habitat results, remedial actions must be undertaken to ensure that the objectives of the Package are achieved.



- B19. The Proponent shall implement, where reasonable and feasible, the mitigation measures listed in Table 7-1, in the report titled Ecological assessment: Sydney Light Rail Extension – Stage 1, September 2010, prepared by Parsons Brinkerhoff, subject to the requirements of these conditions.
- B20. To ensure that as much potential Long-nosed Bandicoot habitat as possible is maintained along the rail corridor at any one time during construction and operation, the Proponent shall undertake sequential revegetation and rehabilitation works and the strategic placement of alternative shelter and the enhancement of existing shelter suitable for use of by Long-nosed Bandicoots preceding any proposed clearing.
- B21. The Proponent shall limit the clearing of native vegetation, particularly in relation to mature trees and within established Bushcare sites and threatened species habitat, to the greatest extent practicable.
- B22. Lighting design shall minimise lighting levels, where reasonable and feasible, in locations adjoining key fauna habitat areas, including Bushcare and compensatory habitat sites.

#### URBAN DESIGN AND LANDSCAPING

- B23. The Proponent shall design and construct the project in a manner that minimises the visual, amenity and heritage setting impacts of infrastructure and hard landscaping elements, including stops, fencing, signage, the GreenWay and the like.
- B24. The Proponent shall, to the greatest extent practicable, minimise the removal of vegetation, including through Richard Murden Reserve and shall reinstate and supplement landscaping where practicable.
- B25. To mitigate privacy and visual impacts to properties along the length of the project corridor, vegetation screening shall be implemented. If this is not feasible or does not provide adequate privacy, additional urban design elements such as screens or fencing shall be considered in consultation with affected property owners.

#### Sustainability

- B26. The Proponent shall develop and implement a **Sustainability Management Plan** outlining initiatives to be undertaken during design, construction and operation of the project, to minimise energy use and Green House Gas emissions. The Plan will include, but shall not be limited to, the development of initiatives identified in Table 15.7 of the Environmental Assessment. The initiatives will be incorporated into the Construction Environmental Management Plan, Urban Design and Stop Access Plan and the Operational Environmental Management System.

#### Urban Design and Stop Access Plan

- B27. The Proponent shall prepare and implement an **Urban Design and Stop Access Plan** for the project. The Plan shall be prepared by appropriately qualified person(s) and shall present an integrated urban design for the project. The Plan shall include, but not necessarily be limited to:
- (a) identification of design principles and standards based on:
    - i) local environmental values,
    - ii) urban design context,
    - iii) sustainable design and maintenance (including consideration of anti graffiti materials) ,
    - iv) transport and land use integration and system functionality,
    - v) passenger and community safety and security,
    - vi) community amenity and privacy,
    - vii) and relevant design standards and guidelines;
  - (b) location and identification of existing and proposed landscaping through the use of indigenous and endemic species linked with the **Revegetation and Biodiversity Compensation and Monitoring Package**;
  - (c) design details of the built elements of the project, including:
    - i) infrastructure measures identified in the pedestrian and cycle access reviews,
    - ii) retaining walls, embankments, bridges, underpasses, substations and the like,
    - iii) fencing, noise barriers, lighting, privacy screening,
    - iv) signage (including wayfinding signage),
    - v) stop infrastructure and passenger facilities,
    - vi) and the measures to minimise the impact of these elements, particularly with respect to the impacts on adjoining residences, educational facilities, open space areas and heritage items and landscapes;
  - (d) consideration of relevant legislation such as the *Disability Discrimination Act 1992* and design standards and policies, such as *Water Sensitive Urban Design*, *Sustainable Design Guidelines for Stations, Commuter Car Parks and Maintenance Facilities* (TIDC, 2009), *Crime Prevention Through Environmental Design Principles*, *Shotcrete Design Guidelines: Design guidelines to avoid, minimise, and improve the appearance of shotcrete* (RTA, 2005), *AS4282-1997 Control of the obtrusive effects of outdoor lighting*, and relevant Agency and Council design standards;
  - (e) a public art strategy consistent with the GreenWay public art strategy;
  - (f) graphics for key elements including sections, sketches, perspective views, etc;

- (g) restoration of work sites and rehabilitation measures; and
- (h) measures to maintain stops and landscaping works, including weed control, to the design standards established in the Plan, where necessary.

In preparing the Plan, the Proponent shall consult with the RTA, RailCorp, relevant Councils, the GreenWay Steering Committee and the community. The Plan shall be submitted for the approval of the Director-General prior to the construction of the project, unless otherwise agreed by the Director-General.

## HYDROLOGY

- B28. The Proponent shall, prior to construction, unless otherwise agreed by the Director-General, undertake a **Flood and Drainage Management Study** to ensure that the project does not worsen existing flooding characteristics within the vicinity of the project. The Study shall include but not be limited to:
- (a) the identification of flood risks to the project and adjoining areas, including the consideration of local drainage catchment assessments, and climate change implications on rainfall, drainage and tidal characteristics;
  - (b) identifying design and mitigation measures that would be implemented to protect proposed operations and not worsen existing flooding characteristics during construction and operation, including soil erosion and scouring;
  - (c) identifying drainage system upgrades consistent with Railcorp and Transport Construction Authority Standards and treatment options, including the consideration of Water Sensitive Urban Design; and
  - (d) the preparation of a flood/emergency management plan.

The findings of the Study shall be incorporated into the final design of the project and the operational environmental management system.

- B29. The Proponent shall ensure that the detailed design of the project does not significantly increase flooding characteristics and limit to the greatest extent practicable, increases in inundation levels to a maximum of 10 millimetres, and 1 hour, in a 1 in 100 year ARI event.

Where flooding characteristics are significantly increased and affect access, property or infrastructure, the Proponent shall in consultation with the property and land owner, identify and implement further mitigation measures as necessary.

## EARTHWORKS

- B30. Prior to the commencement of site preparation and excavation activities, or as otherwise agreed by the Director-General, in areas identified as having a moderate to high risk of contamination (including proposed biodiversity offset locations), the Proponent shall prepare a **Soil Contamination Report** in accordance with the requirements of the *Contaminated Land Management Act 1997* and associated guidelines, detailing the outcomes of Phase 2 contamination investigations within these areas. The report shall detail, where relevant, whether the soil is suitable (for the intended land use) or can be made suitable through remediation.

Where the investigations identify that the site is suitable for the intended operations and that there is no need for a specific remediation strategy, measures to identify, handle and manage potential contaminated spoils, materials and groundwater shall be identified in the Report and incorporated into the Construction Earthworks and Water Quality Management Plan required under condition C20. Should a remediation strategy be required, the Report shall include a remediation strategy for addressing the site contamination, and how the environmental and human health risks will be managed during the disturbance, remediation and/or removal of contaminated soil or groundwater.

The Proponent shall submit to the Director-General the **Soil Contamination Report**, and if required, the Report shall be accompanied by a Site Audit Statement(s), prepared by an accredited Site Auditor under the *Contaminated Land Management Act 1997*, verifying that the site has been or can be remediated to a standard consistent with the intended land use. A final Site Audit Statement(s), if required, shall be prepared by an accredited Site Auditor, certifying that the contaminated areas have been remediated to a standard consistent with the intended land use and shall be submitted to the Director-General prior to operation of the site.

- B31. The Proponent shall implement all appropriate measures to prevent soil erosion and the discharge of sediments and pollutants from the project during construction and operation, with consideration of the measures outlined in the Landcom manual *Managing Urban Stormwater - Soils and Construction Vols 1 and 2, 4th Edition 2004* (Landcom, 2006) and *Managing Urban Stormwater - Soils And Construction Vol 2D Main Road Construction* (DECC, 2008).

## WASTE MANAGEMENT

- B32. All waste materials removed from the site shall only be directed to a waste management facility lawfully permitted to accept the materials.
- B33. The Proponent shall ensure that all liquid and/ or non-liquid waste generated and/ or stored on the site is assessed and classified in accordance with the *Waste Classification Guidelines* (DECC, 2009).
- B34. The Proponent shall manage any asbestos or asbestos-contaminated materials that may be uncovered during the construction, commissioning and operation of the project strictly in accordance with the requirements under the *Protection of the Environment Operations (Waste) Regulation 2005* and any guidelines or requirements issued by the DECCW in relation to those materials.

## INFRASTRUCTURE PROPERTY AND UTILITIES

- B35. The Proponent shall identify utilities, services and other infrastructure and property potentially affected by construction and operation to determine requirements for access to, diversion, protection, and/or support. Alterations shall be determined by negotiation with the owner. The Proponent in consultation with the owner and/or occupier shall minimise potential disruption to services and that disruptions are advised to customers.
- B36. The Proponent shall rectify or compensate a property owner for any property damage caused directly or indirectly by the construction or operation of the project.

## COMMUNITY INFORMATION, CONSULTATION AND INVOLVEMENT

- B37. The Proponent shall prepare and implement a **Community Communication Strategy** to provide mechanisms to facilitate communication between the Proponent (and its contractors), the Environmental Representative and the community stakeholders (particularly adjoining landowners) on construction progress and management. The Strategy shall include, but not be limited to:
- identification of stakeholders to be targeted as part of the Strategy, including community environmental and transport groups and adjoining property owners;
  - procedures and mechanisms for the regular dissemination of information to the community and stakeholders on construction progress and matters associated with environmental management;
  - procedures and mechanisms through which the community and stakeholders can discuss or provide feedback to the Proponent and/or Environmental Representative in relation to the environmental management and delivery of the project;
  - procedures and mechanisms through which the Proponent can respond to any enquires or feedback from the community and stakeholders in relation to the environmental management and delivery of the project; and
  - procedures and mechanisms to be implemented to respond to any issues/disputes that arise between parties on the matters relating to environmental management and the project delivery.

The Proponent shall maintain and implement the Strategy throughout construction. The Strategy shall be submitted to the Director-General prior to the commencement of construction of the project.

- B38. Prior to the commencement of construction of the project, the Proponent shall ensure that the following are available for community enquiries and complaints for the duration of construction:
- a 24 hour telephone number on which complaints and enquiries about the project may be registered;
  - a postal address to which written complaints and enquires may be sent; and
  - an email address to which electronic complaints and enquiries may be transmitted.

The telephone number, the postal address and the email address shall be published in a newspaper circulating in the local area prior to the commencement of construction. This information shall also be provided on the Proponent's website.

- B39. Prior to the commencement of construction, the Proponent shall dedicate pages within its project website, for the provision of electronic information associated with the project, for the duration of construction and for up to 12 months following completion of the project. The Proponent shall publish and maintain up-to-date information on these dedicated pages, including:
- a copy of the documents referred to under condition A1 of this approval, and any documentation supporting modifications to this approval that may be granted;
  - a copy of this approval and each relevant environmental approval, licence or permit required and obtained in relation to the project;
  - subject to confidentiality requirements, a copy of each strategy, plan and program required under this approval; and
  - the outcomes of compliance tracking in accordance with condition B8 of this approval.

## COMPLIANCE MONITORING AND TRACKING

- B40. The Proponent shall develop and implement a **Compliance Tracking Program** to track compliance with the requirements of this approval. The Program must be submitted to the Director-General for approval prior to the commencement of construction and operate for a minimum of one year following commencement of operation, subject to the Director-General's review of the outcomes of the Operational Performance Audit Report referred to in condition D8 . The Program must include:
- (a) provisions for periodic review of the compliance status of the project against the requirements of this approval and the Statement of Commitments detailed in the document referred to in condition A1c) of this approval;
  - (b) provisions for the notification of the Director-General prior to the commencement of construction and prior to the commencement of operation of the project;
  - (c) provisions for periodic reporting of compliance status to the Director-General during construction;
  - (d) a program for independent environmental auditing in accordance with ISO 19011:2003 - Guidelines for Quality and/ or Environmental Management Systems Auditing;
  - (e) procedures for rectifying any non-compliance identified during environmental auditing or review of compliance;
  - (f) mechanisms for recording environmental incidents during construction and actions taken in response to those incidents;
  - (g) provisions for reporting environmental incidents to the Director-General during construction; and
  - (h) provisions for ensuring all employees, contractors and sub-contractors are aware of, and comply with, the conditions of this approval relevant to their respective activities.
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## PART C – CONSTRUCTION

### NOISE AND VIBRATION

#### Construction Hours

- C1. The Proponent shall only undertake construction works associated with the project during the following hours:
- (a) 7.00am to 6.00pm, Mondays to Fridays inclusive;
  - (b) 8.00am to 1.00pm on Saturdays; and
  - (c) at no time on Sundays or public holidays.
- C2. Notwithstanding condition C1, construction works associated with the project may be undertaken outside the hours specified under that condition in the following circumstances:
- (a) construction that causes  $L_{Aeq(15minute)}$  noise levels that are:
    - (i) no more than 5dB above rating background level at any residence in accordance with the *Interim Construction Noise Guideline* (DECC, 2009); and
    - (ii) no more than the noise management levels specified in Table 3 of the *Interim Construction Noise Guideline* (DECC, 2009) at other sensitive land uses; or
  - (b) for the delivery of materials required by the police or other authorities for safety reasons; or
  - (c) where it is required in an emergency to avoid the loss of lives, property and/or to prevent environmental harm; or
  - (d) works as approved through the out-of-hours work protocol outlined in C20 of this approval.
- C3. Any work generating high noise impact shall only be undertaken:
- (a) between the hours of 8.00am and 6.00pm Monday to Friday;
  - (b) between the hours of 8.00am and 1.00pm Saturdays; and
  - (c) in continuous blocks of no more than three hours, with at least a one hour respite between each block of where the location of the work is likely to impact the same receivers.

*Note: For the the purposes of this condition, 'continuous' includes any period during which there is less than a one hour respite between ceasing and recommencing any of the work the subject of this condition.*

#### Construction Noise and Vibration Criteria

- C4. Construction noise management levels (NML) shall be established using the *Interim Construction Noise Guideline* (DECC, 2009). The Proponent shall implement all reasonable and feasible noise mitigation measures with the aim of achieving the construction NMLs. Any construction activities identified as exceeding the construction NMLs shall be managed in accordance with the Construction Noise and Vibration Management Plan required under condition C20.

*Note: The Interim Construction Noise Guideline identifies 'particularly annoying' activities that require the addition of 5dB(A) to the predicted level before comparing to the construction NML.*

- C5. Vibration criteria shall be established using the *Assessing Vibration: a technical guideline* (DEC, 2006). The Proponent shall implement all reasonable and feasible mitigation measures with the aim of achieving the vibration criteria. Construction activities identified as exceeding the vibration criteria shall be managed in accordance with the Construction Noise and Vibration Management Plan required under condition C20.
- C6. Wherever practical, piling activities shall be undertaken using quieter alternative methods than impact or percussion piling, such as bored piles or vibrated piles.
- C7. Reasonable and feasible noise mitigation measures shall be applied to underpass excavation activities when the following residential ground-borne noise levels are exceeded:
- (a) Evening (6.00pm to 10.00pm) – Internal  $L_{Aeq(15minute)}$  40dB(A); and
  - (b) Night time (10.00pm to 7.00am) – Internal  $L_{Aeq(15minute)}$  35dB(A).

The mitigation measures shall be included in the Construction Noise and Vibration Management Plan required under condition C20.

- C8. No blasting shall occur without the prior approval of the Director-General.

### TRAFFIC AND TRANSPORT

#### Construction traffic and access

- C9. The Proponent shall maintain safe pedestrian and cyclist access through or around worksites during construction. In circumstances where pedestrian and cyclist access is restricted due to construction activities, the Proponent shall ensure that a satisfactory alternate route is provided and signposted.

- C10. The Proponent shall ensure that construction vehicles (including staff vehicles) associated with the project:
- (a) minimise parking or queuing on public roads, including the utilisation of the light rail corridor for construction vehicle and staff movements to the greatest extent practicable;
  - (b) minimise idling and queuing in local residential streets where reasonably practicable;
  - (c) minimise the use of local roads (including residential streets) to gain access to construction sites and compounds, including accessing the site from arterial roads and utilising the rail corridor for transportation of construction materials and the like to work sites; and
  - (d) adhere to the nominated haulage routes identified in the Construction Traffic Management Plan required under condition C20.
- C11. Where construction vehicle routes directly pass schools or childcare centres, the Proponent shall minimise heavy vehicle movements where reasonable and feasible between 8:00am and 9:30am, and between 2:30pm and 4:00pm Monday to Friday, during the school term.
- C12. The Proponent shall ensure that all lane and or road closures of Parramatta Road, including during the installation of the GreenWay and the raising of the existing rail bridge over Parramatta Road, are minimised and carried out to the satisfaction of the RTA.
- C13. The site compound access proposed from the City West Link shall be designed to cater for heavy vehicle deceleration and acceleration requirements and shall be subject to a geometric and safety design assessment by a suitably qualified person and to the satisfaction of the RTA.

#### **Road Condition Reports**

- C14. Road condition reports shall be prepared prior to commencement of construction for all local roads likely to be used by construction traffic. A copy of the relevant report shall be provided to the relevant Council. Any damage resulting from the construction of the project, aside from that resulting from normal wear and tear, shall be repaired at the cost of the Proponent.

#### **HERITAGE**

##### **Non Aboriginal Heritage**

- C15. Heritage items including landscaped areas that are not directly impacted by the project shall be protected to prevent damage from the works. Should construction works encounter or unearth items of historical archaeological potential, unanticipated structural fabric or cultural deposits, works in that vicinity shall immediately cease to allow an appropriately qualified person to make an assessment of the finds. Works in that vicinity shall only continue in accordance with the Archaeological Management Strategy included as part of the Construction Heritage Management Plan required under condition C20 and in consultation with the Department of Planning (Heritage Branch) for further advice on required actions or approvals.

#### **BIODIVERSITY**

- C16. The Proponent shall, prior to construction, undertake pre clearing surveys and inspections for endangered and threatened species, including for the Long-nosed Bandicoot and microchiropteran bat species. The surveys and inspections, and any subsequent relocation of species, shall be undertaken under the guidance of a qualified ecologist and the methodology incorporated into the Construction Flora and Fauna Management Plan required by condition C20.

#### **HAZARDS AND RISKS**

- C17. The Proponent shall ensure that the transport, handling and management of hazardous substances during construction does not result in a potentially hazardous storage environment or present a significant risk to human health, life or property, or the biophysical environment, consistent with *State Environmental Planning Policy No.30 – Hazardous and Offensive Development* and associated guidelines.

#### **ENVIRONMENTAL MANAGEMENT**

##### **Environmental Representative**

- C18. Prior to the commencement of construction, or as otherwise agreed by the Director-General, the Proponent shall nominate for the approval of the Director-General a suitably qualified and experienced Environmental Representative(s) that is independent of the design and construction personnel. The Proponent shall employ the Environmental Representative(s) for the duration of construction, or as otherwise agreed by the Director-General. The Environmental Representative(s) shall:
- (a) be the principal point of advice in relation to the environmental performance of the project;
  - (b) oversee the implementation of all environmental management plans and monitoring programs required under this approval, and advise the Proponent upon the achievement of these plans / programs;



- (c) consider and advise the Proponent on its compliance obligations against all matters specified in the conditions of this approval and the Statement of Commitments as referred to under condition A1c) of this approval and all other licences and approvals related to the environmental performance and impacts of the project;
- (d) ensure that environmental auditing is undertaken in accordance with all relevant project Environmental Management Systems; and
- (e) be given the authority and independence to recommend to the Proponent reasonable steps to be taken to avoid or minimise unintended or adverse environmental impacts, and failing the effectiveness of such steps, to recommend to the Proponent that relevant activities are to be ceased as soon as reasonably practicable if there is a significant risk that an adverse impact on the environment will likely occur..

#### **Construction Environmental Management Plan**

C19. The Proponent shall, prior to the commencement of construction, prepare and implement a Construction Environmental Management Plan. The Plan shall outline the environmental management practices and procedures that are to be followed during construction, and shall be prepared in accordance with the *Guideline for the Preparation of Environmental Management Plans* (DIPNR, 2004). The Plan shall include, but not necessarily be limited to:

- a) a description of all relevant activities to be undertaken on the site during construction;
- b) statutory and other obligations that the Proponent is required to fulfil during construction including all approvals, consultations and agreements required from authorities and other stakeholders, and key legislation and policies;
- c) a description of the roles and responsibilities for all relevant employees involved in the construction of the project;
- e) details of the measures to be installed to separate construction areas from publicly accessible areas; and
- f) details of how the environmental performance of the construction works will be managed and monitored, and what actions will be taken to address identified potential adverse environmental impacts. In particular, the following environmental issues shall be addressed in the Plan:
  - i) construction compounds and ancillary facilities management;
  - ii) construction noise and vibration;
  - iii) construction traffic;
  - iv) flora and fauna management;
  - v) earthworks and water quality management, including acid sulfate soil management;
  - vi) heritage management;
  - vii) air quality and dust management; and
  - viii) waste management.

The Plan shall be submitted for the approval of the Director General no later than one month prior to the commencement of construction, or within such period otherwise agreed by the Director General. The Plan may be prepared in stages, however, construction works for each stage shall not commence until written approval has been received from the Director General.

C20. As part of the Construction Environmental Management Plan for the project, the Proponent must prepare and implement:

- (a) a **Construction Compound and Ancillary Facilities Management Plan** to detail the management of site compounds associated with the project. The Plan shall build on the Construction Compounds and Ancillary Facilities Management Plan framework provided in the EA, and shall include but not be limited to:
  - (a) a description of the facility, its components and the surrounding environment;
  - (b) details of the activities to be carried out at each facility, including the hours of use and the storage of dangerous and hazardous goods;
  - (c) details of the mitigation and management procedures specific to the facility that would be implemented to minimise environmental and amenity impacts and an assessment of the adequacy of the mitigation or offsetting measures;
  - (d) identification of the timing for the completion of activities at the facility and how the site will be decommissioned (including any necessary rehabilitation); and
  - (e) appropriate monitoring, review and amendment mechanisms.
- (b) a **Construction Noise and Vibration Management Plan** to detail how construction noise and vibration impacts will be managed across the project. The Plan shall be consistent with the guidelines contained in the *Interim Construction Noise Guidelines* (DECC, 2009) and shall include, but not be limited to:
  - i) details of construction activities (including site compounds), machinery and an indicative schedule for works that have the potential to generate noise and/ or vibration impacts on surrounding land uses,
  - ii) details of sensitive receivers (including maps showing the location of all potentially affected sensitive receivers);
  - iii) the construction noise and vibration objectives for the project stipulated in this approval;

- iv) details of the reasonable and feasible mitigation and management measures and procedures that will be implemented to control construction noise and vibration impacts, where the objectives are predicted and/or are measured to be exceeded;
  - v) an out-of-hours work (OOHW) protocol for the assessment, management and approval of works outside of standard construction hours as defined in condition C2 of this approval, including a risk assessment process under which an Environmental Representative may approve out-of-hour construction activities deemed to be of low environmental risk and refer high risk works for the Director-General's approval. The OOHW protocol must detail standard assessment, mitigation and notification requirements for high and low risk out-of-hour works, and detail a standard protocol for referring applications to the Director-General; and
  - vi) monitoring measures to assess compliance against the construction noise and vibration objectives, clearly indicating how often this monitoring would be conducted, the locations where monitoring would take place, how the results of this monitoring would be recorded and reported, and if any exceedances are detected how any non-compliance would be rectified.
- (c) a **Construction Traffic Management Plan** to detail how construction traffic is managed and access controls are implemented to avoid or minimise impacts on general traffic and the amenity of the surrounding environment. The Plan shall build on the Construction Traffic Management Plan Framework provided in the EA and be prepared in consultation with the RTA, STA, relevant Councils and include but not be limited to:
- i) details of construction vehicle movements and routes and parking for each stage of works,, including access arrangements for construction sites and site compounds;
  - ii) impacts on existing traffic adjacent to the project corridor and the timing of the impacts (including on general vehicles, parking, pedestrians and cyclists);
  - iii) details of traffic control measures, changes to traffic configurations and facilities to minimise traffic and parking impacts and the maintenance of property access;
  - iv) impacts on bus stops / zones and the provision of safe and convenient access to all bus stops;
  - v) identification of impacts to pedestrian and cycle access, including measures to ensure safe pedestrian and cycle routes and access at all times;
  - vi) a response plan which sets out the proposed response to any traffic, construction or other incident; and
  - vii) appropriate monitoring, review and amendment mechanisms.
- (d) a **Construction Flora and Fauna Management Plan** to minimise impacts to flora and fauna in and adjoining the corridor and site. The Plan shall be prepared in consultation with the DECCW, relevant Councils, and community groups including the GreenWay Steering Committee and the IWEG, and shall include but not be limited to:
- i) the identification of areas to be cleared and details of measures to avoid any residual habitat loss (such as fencing, clearing procedures, and construction worker education) and to minimise or eliminate time lags between the removal and subsequent replacement of habitat;
  - ii) a relocation program, with details of procedures for relocating any threatened fauna that are found in the rail corridor during pre-clearing / pre-works inspections, in accordance with the DECCW *Policy for the Translocation of Threatened Fauna in NSW* (October 2001);
  - iii) details of seed collection for revegetation purposes;
  - iv) weed management measures focusing on early identification of invasive weeds and determining effectiveness of management controls; and
  - v) appropriate monitoring, review and amendment mechanisms.
- (e) a **Construction Heritage Management Plan** for the management of heritage items and archaeology. The Plan shall be prepared in consultation with the Department (Heritage Branch) and shall include but not be limited to:
- i) the identification of all known heritage items within the vicinity of the project;
  - ii) the recommendations arising from the cultural heritage assessment reports and the requirements of this approval (including conditions B12 to B15);
  - iii) management measures to ensure minimal construction impact and to outline practical methods that reduce, minimise and avoid impacts to heritage items and an auditing program to ensure that there is no impact on heritage items additional to that already permitted;
  - iv) a site induction program for construction workers on Aboriginal and non-Aboriginal heritage;
  - v) the identification of a suitably qualified heritage consultant to oversee the design of the works, induction program and the management and protection of heritage items;
  - vi) procedures to be implemented if previously unidentified Aboriginal objects and / or non-Aboriginal heritage items are discovered during construction; and
  - vii) appropriate monitoring, review and amendment mechanisms.

- (f) an **Earthworks and Water Quality Management Plan** to detail how excavated and imported materials will be managed to protect environmental amenity and watercourses, including groundwater, throughout construction. The Plan shall be developed in consultation with DECCW and shall include, but not necessarily be limited to:
- i) how spoil and fill material generated by the project will be sought, handled, stockpiled, reused and disposed;
  - ii) how soil erosion, discharge of sediment or water pollutants from the site will be managed,, including the consideration of flood events and the identification of mitigation, management and monitoring measures;
  - iii) details of contaminated soil and appropriate management, remediation, disposal and monitoring measures;
  - iv) a contingency plan to be implemented in the case of unanticipated discovery of contaminated material during construction;
  - v) an Acid Sulfate Soils Management Plan prepared with regard to the Acid Sulfate Soils Manual (Acid Sulfate Soil Management Advisory Committee, 1998) or update, including a contingency plan to deal with the unexpected discovery of actual or potential acid sulfate soils and water quality monitoring procedures;
  - vi) the results of hazardous materials surveys, and if required an Asbestos Management Plan; and
  - vii) air quality management measures, including identification of sources, mitigation and management measures, and monitoring procedures.
-

## PART D – OPERATIONS

### NOISE AND VIBRATION

#### Operational noise and vibration criteria

- D1. Stationary facilities including the Pymont Train Stabling Facility, light rail stops and electrical substations shall be designed and operated, where feasible and reasonable, to meet project specific noise levels derived from the Industrial Noise Policy and vibration levels presented in the *Assessing Vibration: a technical guideline*.

*Note: this condition does not extend to noise from patrons, and the operation of light rail vehicles on track.*

- D2. Light rail vehicle operations, where feasible and reasonable, shall be designed and operated to meet the air borne and ground borne noise criteria at receiver locations included in Table 1.

**Table 1: Air borne and ground-borne noise criteria**

Receiver location	Time	Airborne noise <sup>2</sup>	Ground borne noise <sup>3</sup>
Noise sensitive receiver locations <sup>4</sup>	7am to 7pm	L <sub>Amax</sub> 82dB(A) and L <sub>Aeq</sub> (7am to 7pm) 60dB(A)	L <sub>Amax</sub> (slow) 40dB(A)
Noise sensitive receiver locations <sup>4</sup>	7pm to 11pm	L <sub>Amax</sub> 82dB(A) and L <sub>Aeq</sub> (7pm to 11pm) 55dB(A)	L <sub>Amax</sub> (slow) 40dB(A)
Noise sensitive receiver locations <sup>4</sup>	11pm to 7am	L <sub>Amax</sub> 82dB(A) and L <sub>Aeq</sub> (7pm to 11pm) 50dB(A)	L <sub>Amax</sub> (slow) 35dB(A)
Commercial	When occupied	L <sub>Amax</sub> 82dB(A) and L <sub>Aeq</sub> (7am to 7pm) 60dB(A)	L <sub>Amax</sub> (slow) 50dB(A)

1 – L<sub>Amax</sub> refers to the maximum noise level not to be exceeded for 95% of rail pass-by events over any 24 hour period.

2 – Airborne noise levels are to be assessed at 1 metre from the façade of sensitive receiver locations.

3 – Ground borne noise levels are to be assessed close to the centre of the most affected habitable room at receiver locations. Ground borne noise criteria only apply at locations where the ground borne noise is higher than the airborne noise.

4 – Noise sensitive receiver locations include residences, schools (and other educational institutions), hospitals, places of worship, and passive recreational areas. However, where schools, hospitals and places of worship are passively ventilated (openable windows) in the façade being impacted by noise, the external airborne noise criteria shall be adjusted by minus 10dB.

- D3. Light rail vehicle operations, where reasonable and feasible, shall be designed and operated to satisfy the vibration criteria at receiver locations included in Table 2.

**Table 2: Vibration Criteria**

Receiver location	Time	Vibration Velocity <sup>1</sup> (L <sub>max</sub> dB re: 10 <sup>-6</sup> mm/s)	Vibration dose <sup>2</sup> (m/s <sup>1.75</sup> )
Residences	7am to 7pm	103	0.20
Residences	7pm to 11pm	103	0.20
Residences	11pm to 7am	103	0.13
Commercial <sup>3</sup>	When in use	112	0.40

1 – Vibration velocity criterion apply at exposed facades of sensitive receiver locations. L<sub>max</sub> refers to the maximum noise level not to be exceeded for 95% of rail pass-by events over any 24 hour period.

2 – Vibration dose criterion apply inside sensitive receiver locations at the point of concern. Nominally this would be at the centre of the most affected habitable room.

3 – Commercial receiver locations include offices, schools, educational institutions and places of worship.

4 – Where there is any inconsistency between vibration velocity and vibration dose criterion, the more stringent provision shall apply.

#### **Operational Noise and Vibration Review**

- D4. The Proponent shall, within six months of commencing construction, unless otherwise agreed by the Director-General, prepare and submit an **Operational Noise and Vibration Review** based on detailed design. The Review shall be prepared in consultation with the DECCW and shall:
- (a) identify the project specific noise and vibration criteria applicable to each facility;
  - (b) predict the operational noise and vibration levels at affected receivers;
  - (c) identify the proposed mitigation measures to be used to meet the applicable noise and vibration criteria;
  - (d) ensure uncertainties in the design process (eg engineering performance tolerances, modelling assumptions, transmission path assumptions etc) are identified and conservatively quantified; and
  - (e) include a consultation strategy with directly affected receivers on mitigation measures.

Where the noise and vibration criteria cannot be achieved, the assessment shall present an analysis of feasible and reasonable noise and vibration mitigation measures, and the 'best practice' achievable noise and vibration outcome for each facility.

The Review is to be independently verified by a noise and vibration expert. The scope of the verification exercise undertaken by the noise and vibration expert is to be developed by the Proponent in consultation with DECCW. The Proponent shall implement the Review prior to operation and make it publicly available.

#### **Operational Noise and Vibration Compliance Assessment**

- D5. The Proponent shall undertake a noise and vibration compliance assessment to confirm the predictions of the noise assessment referred to in the Operational Noise and Vibration Review required by condition D4. This shall be developed in consultation with DECCW and be undertaken within three months of the commencement of operation of the project, or as otherwise agreed by the Director-General. The assessment shall include, but not necessarily be limited to:
- (a) noise and vibration compliance assessment, to assess compliance with conditions D1 to D3 of this approval;
  - (b) methodology for the assessment; and
  - (c) details of any complaints received relating to operational noise and vibration impacts.

A **Noise and Vibration Compliance Assessment Report** providing the results of the assessment shall be submitted to the Director-General and the DECCW within 28 days of its completion. If the assessment indicates an exceedance of the noise and vibration criteria identified in the Operational Noise and Vibration Review, the Proponent shall implement further reasonable and feasible measures (where required) to mitigate these exceedances in consultation with affected property owners.

#### **OPERATIONAL ENVIRONMENTAL MANAGEMENT SYSTEM**

- D6. Prior to the commencement of operation, the Proponent shall incorporate the project into existing environmental management systems applying to the light rail network and which have been prepared in accordance with the AS/NZS ISO 14000 Environmental Management System series.

#### **OPERATIONAL PERFORMANCE**

##### **Maintenance**

- D7. The ongoing maintenance and operation costs of urban design and landscaping items and works implemented as part of this Approval shall remain the Proponent's responsibility until satisfactory arrangements have been put in place for the transfer of the asset to the relevant authority. Prior to the transfer of assets, the Proponent will maintain items and works to the design standards established in the Urban Design and Station Access Plan, including the engagement of a landscape specialist and the removal of graffiti within performance standards specified in the Urban Design and Station Access Plan.

##### **Operational Performance Audit**

- D8. Within twelve months of the completion of construction of the project, the Proponent shall commission an independent, qualified person or team to undertake an Operational Performance Audit of the project. An **Operational Performance Audit Report** shall be submitted to the Director-General within one month of the completion of the Audit, unless otherwise agreed by the Director-General. The Audit shall:
- (a) assess compliance with the requirements of this approval, and other licences and approvals that apply to the project;
  - (b) assess the operational performance of the project against the aims and objectives for the project specified in the documents referred to under condition A1 of this approval;
  - (c) assess the environmental performance of the project against the predictions made and conclusions drawn in the documents referred to under condition A1 of this approval; and
  - (d) review the effectiveness of the environmental management of the project, including any environmental impact mitigation works.

# Infrastructure Approval

## Section 115ZB of the *Environmental Planning & Assessment Act 1979*

I grant approval to the State significant infrastructure application referred to in schedule A, subject to the conditions in schedule B.

These conditions are required to:

- prevent, minimise, and/or offset adverse environmental impacts including economic and social impacts;
- set standards and performance measures for acceptable environmental performance;
- require regular monitoring and reporting; and
- provide for the ongoing environmental management of the SSI.

  
The Hon. Pru Goward MP  
Minister for Planning 4/6/14

Sydney

2014

### SCHEDULE A

<b>Application No.:</b>	SSI-6042
<b>Applicant:</b>	Transport for NSW
<b>Approval Authority:</b>	Minister for Planning
<b>Land:</b>	Land required for the construction and operation of the SSI, generally between Circular Quay and Randwick and Kingsford via Surry Hills and Moore Park. Land in the north west corner of the Royal Randwick Racecourse for a stabling facility and land within the Rozelle Goods line corridor immediately east of Catherine Street and adjacent to the Lilyfield light rail stop for a maintenance facility. Land required for construction compounds and substations, as detailed in the documents outlined in schedule B.
<b>State significant infrastructure:</b>	<p>CBD and South East Light Rail project, being the construction and operation of a light rail service generally from Circular Quay to Kingsford and Randwick via Surry Hills and Moore Park including approximately 20 light rail stops, interchanges at ferry, rail and bus stations along the route and the transformation of a section of George Street between Hunter Street and Bathurst Street, Sydney into a pedestrian zone. The proposal also includes:</p> <ul style="list-style-type: none"><li>• facilities in Randwick and at Rozelle for light rail stabling and/or maintenance;</li><li>• interchanges with heavy rail, bus and ferry services at Circular Quay, Wynyard, Town Hall and Central stations;</li><li>• integration with the existing light rail system;</li><li>• bus interchanges at Rawson Place, Central Station, Queen Victoria Building, Town Hall, Kingsford and Randwick stops; and</li><li>• public domain improvements including concepts for paving, street trees, lighting and furniture.</li></ul>
<b>Critical infrastructure:</b>	The proposal is critical State significant infrastructure by virtue of schedule 5, clause 2 of the State and Regional Development SEPP.



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## DEFINITIONS

<b>Act, the</b>	<i>Environmental Planning and Assessment Act 1979.</i>
<b>Ancillary Facility</b>	Temporary facility for construction, not identified in the documents listed in condition A1 of this approval, including for example an office and amenities compound, construction compound, batch plant (concrete or bitumen), materials storage compound, maintenance workshop, concrete washout, or material stockpile areas.
<b>Applicant</b>	Transport for NSW (TfNSW).
<b>Construction</b>	Includes all work in respect of the SSI other than survey, establishing site compounds and ancillary facilities, acquisitions, fencing, building/road dilapidation surveys, installation of environmental impact mitigation measures, utility adjustments/relocations, and minor clearing.
<b>Department, the</b>	NSW Planning & Environment.
<b>DCP</b>	Development Control Plan.
<b>EIS</b>	Environmental Impact Statement.
<b>EPA</b>	Environment Protection Authority.
<b>Ground Level (existing)</b>	Existing ground level of a site at any point, before any earthworks (excavation or fill) has taken place.
<b>Heritage</b>	Encompasses both Aboriginal and historic heritage including sites that predate European settlement, and a shared history since European settlement such as a shared associations in pastoral landscapes as well as associations linked with the mission period.
<b>Heritage Item</b>	An item as defined under the <i>Heritage Act 1977</i> , and assessed as being of local, State and/ or National heritage significance, and/or an Aboriginal Object or Aboriginal Place as defined under the <i>National Parks and Wildlife Act 1974</i> .
<b>INP</b>	NSW Industrial Noise Policy (NSW Government 2000).
<b>ICNG</b>	Interim Construction Noise Guidelines (EPA, 2013).
<b>Minister, the</b>	Minister for Planning.
<b>NOW</b>	NSW Office of Water.
<b>Operation</b>	Means the operation of the SSI, but does not include commissioning trials of equipment or temporary use of parts of the SSI during construction.
<b>PAD</b>	Potential Archaeological Deposit.
<b>Precinct</b>	The CBD and South East Light Rail Precincts including the City Centre, Surry Hills, Moore Park, Randwick, Kensington/Kingsford and Lilyfield Maintenance Facility Precincts outlined in Appendix 1.
<b>Project</b>	The project the subject of State significant infrastructure application SSI 6042.
<b>Publicly Available</b>	Available for inspection in hard copy and/or electronic format by a member of the general public (for example available on the Applicant's website).
<b>Public authority</b>	Generally defined as including a government agency, administrative office or teaching service, a statutory body representing the Crown, a local government authority or a body required to keep certain accounts under the <i>Public Finance and Audit Act 1983</i> , or over which the Auditor-General has powers of audit. Refer to clause 3 of the <i>Independent Commission Against Corruption Act, 1988</i> for the full definition.
<b>Reasonable and feasible</b>	Consideration of best practice taking into account the benefit of proposed measures and their technological and associated operational application in the NSW and Australian context. <b>Reasonable</b> relates to the application of judgement in arriving at a decision, taking into account: mitigation benefits, cost of mitigation versus benefits provided. <b>Feasible</b> relates to engineering considerations and what is practical to build.  Where requested by the Secretary, the Applicant shall provide evidence as to how reasonable and feasible measures were considered and taken into account.
<b>Relevant Council(s)</b>	Leichhardt Municipal Council, Randwick City Council, City of Sydney Council, as applicable.
<b>RING</b>	Rail Infrastructure Noise Guideline (Environment Protection Authority, 2013)
<b>RMS</b>	Roads and Maritime Services.
<b>RNP</b>	Road Noise Policy (Department of Environment, Climate Change and Water, 2011).
<b>SCCAS</b>	Sydney City Centre Access Strategy.
<b>Secretary, the</b>	Secretary of NSW Planning & Environment (or delegate).
<b>Secretary's Approval</b>	A written approval from the Secretary (or delegate). Where the Secretary's approval is required under a condition, the Secretary will endeavour to provide a response within one month of receiving an approval request. The Secretary may require additional information if the approval request is considered incomplete. When further information is required the time taken for the Applicant to respond in writing will be added to the one month period.
<b>Sensitive Receiver</b>	Residence, education institution (e.g. university, school, TAFE college), health care facility (e.g. nursing home, hospital) and religious facility (e.g. church), children's day

	care facility, community centres and recreation areas.
<b>Stages</b>	Stages refer to the division of the SSI into multiple contract packages for construction purposes, and/or the construction or operation of the overall SSI in discrete sections.
<b>SSI</b>	Means the infrastructure approved under this approval and as generally described in Schedule A.
<b>STA</b>	State Transit Authority (Sydney Buses).
<b>UNSW</b>	University of New South Wales.

## SCHEDULE B

### Part A - ADMINISTRATIVE CONDITIONS

#### Terms of Approval

- A1. The Applicant shall carry out the SSI generally in accordance with the:
- (a) SSI Application SSI 6042;
  - (b) *CBD and South East Light Rail Project Environmental Impact Statement* (eight volumes), prepared by Parsons Brinckerhoff for TfNSW and dated November 2013;
  - (c) *CBD and South East Light Rail Project Submissions Report (incorporating Preferred Infrastructure Report)*, prepared by Parsons Brinckerhoff for TfNSW and dated March 2014;
  - (d) Supplementary information provided by TfNSW; and
  - (e) conditions of this approval.
- A2. In the event of an inconsistency between:
- (a) the conditions of this approval and any document listed from condition A1a) to A1d) inclusive, the conditions of this approval shall prevail to the extent of the inconsistency; and
  - (b) any of the documents listed from condition A1a) to A1d) inclusive, the most recent document shall prevail to the extent of the inconsistency.
- A3. The Applicant shall comply with the reasonable requirements of the Secretary arising from the Department's assessment of:
- (a) any reports, plans or correspondence that are submitted in accordance with this approval; and
  - (b) the implementation of any actions or measures contained in these reports, plans or correspondence.
- A4. Subject to confidentiality, the Applicant shall make all documents required under this approval available for public inspection on request.

#### Limits of Approval

- A5. This approval shall lapse ten years after the date on which it is granted, unless the works the subject of this approval are physically commenced on or before that date.

#### Statutory Requirements

- A6. The Applicant shall ensure that all licences, permits and approvals are obtained as required by law and maintained as required with respect to the SSI. No condition of this approval removes the obligation for the Applicant to obtain, renew or comply with such licences, permits or approvals.

#### Staging

- A7. The Applicant may elect to construct and/ or operate the SSI in stages. Where staging is proposed, the Applicant shall submit a Staging Report to the Secretary prior to the commencement of the first proposed stage. The Staging Report shall provide details of:
- (a) How the SSI would be staged, including general details of work activities associated with each stage and the general timing of when each stage would commence;
  - (b) Details of the relevant conditions of approval, which would apply to each stage and how these shall be complied with across and between the stages of the SSI; and
  - (c) Evidence of consultation with the Reference Groups listed in this Part.

Where staging of the SSI is proposed, these conditions of approval are only required to be complied with at the relevant time and to the extent that they are relevant to the specific stage(s).

The Applicant shall ensure that an updated Staging Report (or advice that no changes to staging are proposed) is submitted to the Secretary prior to the commencement of each stage, identifying any changes to the proposed staging or applicable conditions.

- A8. The Applicant shall ensure that all plans, sub-plans and other management documents required by the conditions of this approval and relevant to each stage (as identified in the Staging Report) are submitted to the Secretary no later than one month prior to the commencement of the relevant stages, unless otherwise specified in a condition or agreed to by the Secretary.

*Note: These conditions do not relate to staged infrastructure within the meaning of section 115ZD of the EP&A Act.*

- A9. With the approval of the Secretary, the Applicant may:
- (a) Submit any strategy, plan, program (or the like) required by this approval on a progressive basis;
  - (b) Combine any strategy, plan, program (or the like) required by this approval; and
  - (c) Update corresponding strategies, plans and programs prepared to meet the requirements of the approval for the purposes of meeting the requirements of the SSI.

#### Notes:

- While any strategy, plan or program may be submitted on a progressive basis, the Applicant will need to ensure that the existing operations on site are covered by suitable strategies, plans or programs at all times; and
- If the submission of any strategy, plan or program is to be staged, then the relevant strategy, plan or program must clearly describe the specific stage to which the strategy, plan or program applies, the relationship of this stage to any future stages, and the trigger for updating the strategy, plan or program.

### **Compliance**

- A10. The Applicant shall ensure that any strategy, plan, program (or the like) incorporates mitigation measures identified in the documents listed in condition A1, as relevant, and as modified by this approval.
- A11. The Applicant shall ensure that employees, contractors and sub-contractors are aware of, and comply with, the conditions of this approval relevant to their respective activities.
- A12. The Applicant shall be responsible for environmental impacts resulting from the actions of all persons that it invites onto the site, including contractors, sub-contractors and visitors.

### **Dispute Resolution**

- A13. In the event of a dispute between the Applicant and a public authority or the Australian Turf Club, in relation to an applicable requirement in this approval or relevant matter relating to the SSI, either party may refer the matter to the Secretary for resolution. The Secretary's determination of any such dispute shall be final and binding on the parties.

### **Development Agreements**

- A14. Upon execution of any Development Agreement with key stakeholders, the Applicant shall inform the Secretary and furnish a copy of the agreement.

### **Community Reference Group**

- A15. Within three months of the date of this approval, or prior to the commencement of construction (whichever is earlier), the Applicant shall establish a Community Reference Group (CRG) to provide input prior to and during the construction of the SSI. The CRG shall:

- (a) Be comprised of:
- i) representatives from the Applicant, including the person responsible for environmental management;
  - ii) representatives from the relevant Councils; and
  - iii) at least three representatives from the local community, whose appointment has been approved by the Applicant in consultation with the Secretary and relevant Councils.
- (b) Be chaired by an independent party approved by the Applicant in consultation with the Secretary;
- (c) Meet at least four times a year, or as otherwise agreed by the CRG; and
- (d) Review and provide advice on the construction of the SSI, including any construction or environmental management plans, monitoring results, audit reports, or complaints.

The make-up of the reference group may be amended, in consultation with the Secretary, to suit the precinct specific issues being considered.

*Note: The Applicant may, in consultation with the Secretary, combine the function of this CRG with the function of other community consultative mechanisms in the area, however, if it does this it must ensure that the above obligations are fully met in the combined process.*

### **Business Reference Group**

- A16. Within three months of the date of this approval, or prior to the commencement of construction (whichever is earlier), the Applicant shall establish a Business Reference Group (BRG) to provide input prior to and during the construction of the SSI. The BRG shall:

- (a) Be comprised of:
- i) representatives from the Applicant;
  - ii) representatives from the relevant Councils and NSW Small Business Commissioner; and
  - iii) representatives from the local business community, including NSW Property Council, Sydney Business Chamber, Committee for Sydney, Australian National Retail Association, Australian Retailers Association, Transport and Tourism Forum, Youth Hostel Association, NRMA, Restaurant and Catering Australia, Australian Hotels Association, Tourism Accommodation Australia, Australian Turf Club, UNSW, Chamber of Commerce for Haymarket, The Rocks, Kensington, Kingsford, and Randwick, plus two representatives from each precinct business forums.
- (b) Be chaired by an independent party approved by the Applicant in consultation with the Secretary;
- (c) Meet at least four times a year, or as otherwise agreed by the BRG; and
- (d) Review and provide advice on the business/commercial impacts of the construction of the SSI, complaints received and advise on mitigation measures to avoid or minimise these impacts where reasonable and feasible.

The make-up of the reference group may be amended, in consultation with the Secretary, to suit the precinct specific issues being considered.

*Note: The Applicant may, in consultation with the Secretary, combine the function of the BRG with the function of other business consultative mechanisms in the area, however, if it does this it must ensure that the above obligations are fully met in the combined process.*

### **Urban Domain Reference Group**

- A17. Within three months of the date of this approval, or prior to the commencement of construction (whichever is earlier), the Applicant shall establish an Urban Domain Reference Group (UDRG) to provide input to the detailed design and construction of the SSI. The UDRG shall:

- (a) Be comprised of:
- i) representatives from the Applicant, including the person responsible for detailed design;
  - ii) representatives from the relevant Councils and the NSW Property Council;

- iii) depending on the works being considered, one representative from Department of Planning and Environment, Roads and Maritime Services, Health Infrastructure, Sydney Harbour Foreshore Authority, the Australian Turf Club, UNSW and Centennial and Moore Park Trust; and
- iv) independent experts as selected by the Applicant where relevant;
- (b) Be chaired by the NSW Government Architect;
- (c) Meet at least four times a year, or as otherwise agreed by the UDRG; and
- (d) Review and provide advice on the detailed design of the SSI including architectural, landscape and urban design elements.

The make-up of the reference group may be amended, in consultation with the Secretary, to suit the precinct specific issues being considered.

*Note: The Applicant may, in consultation with the Secretary, combine the function of the UDRG with the function of other urban design consultative mechanisms in the area, however, if it does this it must ensure that the above obligations are fully met in the combined process.*

#### **Utilities Reference Group**

A18. Within three months of the date of this approval, or prior to the commencement of construction (whichever is earlier), the Applicant shall establish a Utilities Reference Group (URG) to provide input to the detailed design and construction of the SSI. The URG shall:

- (a) Be comprised of:
  - i) representatives from the Applicant, including the person responsible for detailed design;
  - ii) representatives from the relevant Councils;
  - iii) representatives from each utility or service organisation owning assets that will be directly or indirectly impacted by the construction or operation of the SSI; and
  - iv) independent experts as selected by the Applicant where relevant.
- (b) Meet at least four times a year, or as otherwise agreed by the URG; and
- (c) Review and provide advice on the detailed design of the SSI in relation to these assets.

*Note: The Applicant may, in consultation with the Secretary, combine the function of the URG with the function of other utility/service consultative mechanisms in the area, however, if it does this it must ensure that the above obligations are fully met in the combined process.*

A19. The Applicant shall, at its own expense:

- (a) Ensure that its representatives attend the CRG, BRG, UDRG and URG meetings;
- (b) Provide the CRG, BRG, UDRG and URG with regular information on the environmental performance and management of the SSI during construction, as relevant;
- (c) Provide meeting facilities for the CRG, BRG, UDRG and URG;
- (d) Arrange site inspections for the CRG, BRG, UDRG, and URG, if necessary;
- (e) Take minutes of the CRG, BRG, UDRG and URG meetings;
- (f) Make these minutes available on the Applicant's website, or as agreed to by the relevant Group;
- (g) Respond to any advice or recommendations the CRG, BRG, UDRG and URG may have in relation to the detailed design and construction of the SSI; and
- (h) Forward a copy of the minutes of each Group meeting, and any responses to the CRG, BRG, UDRG and URG recommendations to the Secretary.



## **SCHEDULE B**

### **Part B - CONSTRUCTION**

#### **NOISE AND VIBRATION**

##### **Land Use Survey**

- B1. Prior to construction, the Applicant shall undertake a detailed land use survey to identify potentially critical areas and receivers that are sensitive to construction, vibration and construction air-borne and ground-borne noise impacts from the SSI. The results of the survey shall be incorporated into the Construction Noise and Vibration Management Plan as required by condition B89.

*Note: Specific additional conditions B17 and B18 have already been developed for Health Infrastructure and UNSW.*

##### **Construction Hours**

- B2. With the exception of the CBD precinct, the Applicant shall only undertake construction works associated with the SSI during the following hours:
- (a) 6.00am to 6.00pm, Mondays to Fridays inclusive;
  - (b) 8.00am to 5.00pm on Saturdays; and
  - (c) at no time on Sundays or public holidays.
- B3. Within the CBD precinct, the Applicant shall only undertake construction works associated with the SSI during the following hours:
- (a) 6.00am to 10.00pm, Mondays to Fridays inclusive;
  - (b) 8.00am to 5.00pm on Saturdays; and
  - (c) at no time on Sundays or public holidays.
- B4. Notwithstanding conditions B2 and B3, construction works associated with the SSI may be undertaken outside the hours specified under that condition in the following circumstances:
- (a) Construction that causes  $L_{Aeq(15minute)}$  noise levels that are:
    - (i) no more than 5 dB above rating background level at any residence in accordance with the *Interim Construction Noise Guideline* (DECC, 2009); and
    - (ii) no more than the noise management levels specified in Table 3 of the *Interim Construction Noise Guideline* (DECC, 2009) at other sensitive land uses.
  - (b) For the delivery of materials required by the police or other authorities for safety reasons; or
  - (c) When directed by the Transport Management Centre. In these circumstances, mitigation and management measures detailed in the OOHW protocol shall apply; or
  - (d) Where it is required in an emergency to avoid the loss of lives, property and/or to prevent environmental harm; or
  - (e) Works approved through an out-of-hours work protocol prepared as part of the Construction Noise Management Plan required by condition B89, provided the relevant Council, local residents and other affected stakeholders and sensitive receivers are informed of the timing and duration at least 48 hours prior to the commencement of the work; or
  - (f) Works approved through an Environment Protection Licence, including for works identified in an out of hours works protocol.

##### **Construction Noise and Vibration Impact Statements**

- B5. The Applicant shall prepare specific Construction Noise and Vibration Impact Statements in consultation with relevant government agencies, and the Community and Business Reference Groups for specific stages of construction consistent with the Construction Noise and Vibration Management Plan required by condition B89. Each Construction Noise and Vibration Impact Statement shall specifically address each of the major construction sites and shall include but not be limited to:
- (a) A description of the proposed activities;
  - (b) Predicted noise and vibration levels;
  - (c) Examination of alternative methods of construction that would potentially reduce noise and vibration if it the potential noise and vibration exceeds the relevant criteria;
  - (d) Description and commitment to work practices which limit noise and vibration;
  - (e) Description of specific noise and vibration mitigation treatments and time restrictions, including respite periods, duration, and frequency (where possible, programming of night works over consecutive nights that impact sensitive receivers in the same locality shall be avoided);
  - (f) Justification for any activities to be undertaken outside the specified construction hours specified in condition B2, B3, and B7;
  - (g) Internal noise audit systems including recording of daily hours of construction, progressive impact assessments as work proceeds, conducting informal checks by the Environmental Representative, providing active and communication links to relevant Councils and surrounding residents and sensitive receivers;
  - (h) Assessment of potential noise from the proposed construction methods including noise from construction vehicles and noise impacts from required traffic diversions;
  - (i) Community consultation and notification;
  - (j) All reasonable and feasible measures including adopting the least noisy available construction methods, systems and equipment;
  - (k) Assessment and examination of reasonable and feasible offsite mitigation; and

- (l) Additional noise and vibration mitigation measures as negotiated with affected residents and other sensitive receivers.

#### **Construction Noise Mitigation**

- B6. Construction noise management levels (NML) shall be established using the *Interim Construction Noise Guideline* (DECC, 2009). The Applicant shall implement all reasonable and feasible noise mitigation measures with the aim of achieving the construction NMLs. Any construction activities identified as exceeding the construction NMLs shall be managed in accordance with the Construction Noise and Vibration Management Plan required under condition B89 and the specific Construction Noise Impact Statements prepared in accordance with condition B5.

*Note: The Interim Construction Noise Guideline identifies 'particularly annoying' activities that require the addition of 5dB(A) to the predicted level before comparing to the construction NML.*

- B7. The Applicant shall ensure that rock breaking, rock hammering, sheet piling, pile driving and any other activities which result in impulsive or tonal noise generation and affect sensitive receivers are only scheduled between the following hours unless approved by the Secretary or by the application of condition B4:

- (a) 8.00 am and 12.00 pm Monday to Friday;  
(b) 2.00 pm and 5.00 pm Monday to Friday; and  
(c) 8.00 am and 12.00 pm Saturdays.

Where these activities are undertaken for a continuous three hour period and exceed the construction noise management levels at noise sensitive receivers, a minimum respite period of at least one hour shall be scheduled before activities recommence.

*Note: For the purposes of this condition, 'continuous' includes any period during which there is less than a one hour respite between ceasing and recommencing any of the work the subject of this condition.*

- B8. Wherever practical, piling activities that affect sensitive receivers shall be undertaken using quieter alternative methods than impact or percussion piling, such as bored piles or vibrated piles.

- B9. No blasting shall occur.

- B10. Where practicable, operational noise mitigation measures shall be implemented to the satisfaction of the Secretary prior to the commencement of construction (or at other times during construction) to minimise construction noise impacts.

#### **Specific Precinct-related Conditions**

##### Surry Hills

- B11. Prior to the commencement of construction, the Applicant shall provide any "at-receiver" mitigation in the form of architectural treatments applied to the most exposed residential building facades in the Surry Hills precinct required to address operational noise impacts from the SSI. Where adequate noise attenuation measures (i.e. upgrade to glazing standards, doors and wall vents) are already present, no further architectural treatment is required to be provided at these properties. The Applicant shall implement "at-receiver" mitigation in consultation with the property owner. This condition does not preclude the implementation of other reasonable and feasible mitigation measures during construction in accordance with TfNSW's *Construction Noise Strategy* or for operation in accordance with condition C12.

- B12. The substation in the new Wimbo Park shall be constructed underground in consultation with the City of Sydney.

##### Randwick

- B13. Any noise mitigation proposed for the Randwick Stabling Facility at or adjacent residential receivers to address operational noise impacts (inclusive of noise generated from traffic movements to and from the facility) shall be implemented by the Applicant prior to the commencement of construction of the facility so that construction noise impacts to surrounding residential receivers are also minimised.

#### **Vibration**

- B14. The Applicant shall ensure that vibration from construction of the SSI is limited to:

- (a) for structural damage, the vibration limits set out in the German Standard DIN 4150-3: *Structural Vibration - effects of vibration on structures*; and  
(b) for human exposure, the acceptable vibration values set out in the *Assessing Vibration: A Technical Guideline* (Department of Environment and Conservation, 2006).

Where there is an inconsistency between these standards, the more stringent criteria shall apply.

- B15. Prior to the commencement of construction, the Applicant shall identify potential facilities that are sensitive to vibration, including scientific equipment, measuring equipment and the like, where the vibration criteria outlined in condition B14 may not be adequate to avoid potential impacts. Should such cases arise, the Applicant shall consult with the potentially affected owners and develop appropriate mitigation measures to ensure impacts are acceptable.

*Note: Specific additional conditions B17 and B18 have already been developed for Health Infrastructure and UNSW.*

### **Monitoring**

B16. Construction noise and vibration levels shall be monitored to verify compliance with the Construction Noise and Vibration Management Plan and site specific Construction Noise Impact Statements. Should monitoring indicate exceedances of the noise management levels stated in these documents, the Applicant shall implement all reasonable and feasible mitigation measures to the satisfaction of the Environmental Representative and the Secretary.

### **Electromagnetic Fields and Vibration**

B17. Prior to construction the Applicant shall undertake pre-operational vibration and electromagnetic field monitoring, in consultation with Health Infrastructure and UNSW, to establish existing vibration and electro-magnetic field levels at the relevant UNSW and Health Administration Corporation assets established at condition B18(a). Results from these studies shall be documented in a Vibration Management and Electro Magnetic Management Plan at condition B18.

B18. During detailed design of the SSI and prior to construction, the Applicant shall prepare a detailed **Vibration and Electro-Magnetic Management Plan** in consultation with Health Infrastructure and UNSW. The plan shall be provided to and approved by the Secretary prior to the construction of the SSI. The plan shall identify how construction and operational vibration levels and magnetic fields attributed to the light rail may impact on the operation of the relevant UNSW and Health Administration Corporation assets established at condition B18(a) below. The Plan is to be implemented to the satisfaction of the Secretary for both construction and operational phases. This Plan shall include but not be limited to:

- a) identification of affected receivers;
- b) establish pre-construction vibration and electro-magnetic field levels at affected receivers;
- c) predict construction and operational vibration and electro-magnetic field levels at the monitored sites resulting from the SSI;
- d) identification of reasonable and feasible vibration and electro-magnetic field reduction strategies, technologies and design and operational measures that will be implemented to reduce and manage impacts;
- e) identify appropriate limits/criteria to minimise construction and operational interference to affected receivers that are to be maintained;
- f) internal audits of compliance of electro-magnetic field and vibration levels; and
- g) details of an electro-magnetic field and vibration monitoring program and timeframes for monitoring.

### **TRAFFIC, TRANSPORT, ACCESS**

#### **Design**

B19. The Applicant shall ensure that the SSI, in relation to new or modified road, parking, pedestrian and cycle infrastructure is designed:

- a) in consultation with the relevant road authority;
- b) in consideration of existing and future demand, road safety and traffic network impacts;
- c) to meet relevant design, engineering and safety guidelines, including *Austrroads Guide to Traffic Engineering Practice*; and
- d) is certified by an appropriately qualified person that the above matters have been appropriately considered.

#### **Construction Traffic and Access**

B20. The Applicant shall maintain safe pedestrian and cyclist access through or around worksites during construction. In circumstances where pedestrian and cyclist access is restricted due to construction activities, the Applicant shall ensure that a satisfactory alternate route is provided and signposted in consultation with the relevant Council and/or road authority.

B21. The Applicant shall ensure that construction vehicles (including staff vehicles) associated with the project:

- a) minimise parking or queuing on public roads, including the utilisation of the light rail corridor for construction vehicle and staff movements to the greatest extent practicable;
- b) minimise idling and queuing in local residential streets where reasonably practicable;
- c) minimise the use of local roads (including residential streets) to gain access to construction sites and compounds, including accessing the site from arterial roads and utilising the rail corridor for transportation of construction materials and the like to work sites to the greatest extent practicable; and
- d) adhere to the nominated haulage routes identified in the Construction Traffic, Transport and Access Management Plan required under condition B89.

B22. Where construction vehicle routes directly pass schools or childcare centres, the Applicant shall restrict heavy vehicle movements where reasonable and feasible between 8:00am and 9:30am, and between 2:30pm and 4:00pm Monday to Friday, during the school term.

#### **Dilapidation Reports**

B23. Condition reports shall be prepared prior to commencement of construction for all local roads, footpaths, parks and other open space areas, heritage items and existing boundary infrastructure (including but not limited to gates, retaining walls and fences) likely to be used or affected by construction. The report shall

assess the current condition of the asset and describe mechanisms to restore any damage that may result due to the construction of the SSI. A copy of the relevant report shall be provided to the relevant road authority and/or asset owner. Any damage resulting from the construction of the SSI, aside from that resulting from normal wear and tear, shall be repaired at the cost of the Applicant. Any repairs must be completed prior to the commencement of SSI operations.

#### **Property Access**

- B24. The Applicant shall prepare local access plans for individual properties and accesses that will be impacted by construction and operation of the SSI. The access plans shall be developed in consultation and agreement with affected parties. The access plans shall establish:
- a) road and access closures and provision of alternative routes;
  - b) provision for pedestrian and cyclist access;
  - c) special event strategies;
  - d) provision of servicing and delivery requirements for loading zones and waste disposal;
  - e) access periods or alternative access arrangements for businesses and landowners affected by the proposal;
  - f) strategies to maintain emergency and incident response access at all times;
  - g) potential future access strategies considering the SCCAS;
  - h) access to taxi ranks; and
  - i) heavy vehicle access to the Royal Randwick Racecourse, UNSW and the Prince of Wales Hospital campuses, considering existing and approved accesses at the date of this approval.
- B25. The Applicant shall maintain access to all properties during construction and operation, unless otherwise agreed by the relevant property owner or occupier, and reinstate any access physically affected by the SSI to at least an equivalent standard at no cost to the property owner, unless otherwise agreed with the property owner. The Applicant shall provide copies of plans to the Secretary at applicable stages of development.

#### **Network Management Plan**

- B26. Prior to works impacting on key intersections, unless otherwise agreed by the Secretary, the Applicant shall prepare a **Network Management Plan (NMP)**, for the SSI, in consultation with the Traffic and Transport Liaison Group identified in section 2.8.2 of the Construction Traffic and Transport Management Strategy (prepared by Booz and Co and dated 7 November 2013). The NMP shall determine appropriate measures and mitigations to manage the impacts of changed traffic patterns and operations as a result of the SSI, both locally and regionally, to the satisfaction of RMS. The Network Management Plan shall include:
- a) Details of construction and operational impacts to the network, from closures, night works, diversions and traffic operations required to accommodate the SSI;
  - b) Details of further appropriate network/intersection modelling and analysis;
  - c) Consideration of cumulative impacts, both from internal and external sources;
  - d) Details regarding intersection upgrades, traffic management and mitigation measures by precinct including but not limited to the following road and intersection locations:
    - Alison Road / Anzac Parade / Dacey Avenue junction.
    - Alison Road at John Street
    - Anzac Parade/Moore Park Road
    - Anzac Parade/Day Street
    - King Street/John Street intersection
    - Arthur Street/Botany Street
    - Arthur Street/Belmore Road
    - Cleveland Street/South Dowling Street
    - Alison Road junction at Botany Street
    - High Cross Park - Belmore Road / Avoca Street junction
    - Nine-Ways at Kingsford
  - e) Traffic signal control plans;
  - f) Access changes and mitigations (businesses, private property, pedestrians, cycleways, emergency vehicles, buses (infrastructure));
  - g) Design elements (including platforms, footpaths, kerbside treatments, pedestrian facilities);
  - h) Traffic and transport network management for special events;
  - i) Consideration of the SCCAS in relation to the SSI;
  - j) Monitoring of the performance and function of the pedestrian zones and an outline of mitigation measures to ameliorate any impacts; and
  - k) Timeframes for implementation.

The Plan shall detail the construction and operation phases of the SSI. A copy of the NMP shall be provided to the Secretary for information prior to commencement of each phase.

#### **Stop Access and Design Plans**

- B27. The Applicant shall prepare and implement **Stop Access and Design Plans** for all the SSI stops (including associated stop infrastructure). Key objectives of the Plans are to ensure all stops are designed to ensure safety, connectivity, efficiency and convenience is maximised. The Plan(s) shall include transport and access facilities and services, connecting footpaths, cycleways, passenger facilities,



parking, traffic and road changes, and integration between current and proposed public domain and transport initiatives for each stop. The Plan(s) shall consider, but not necessarily be limited to:

- a) identification of design principles and standards based on:
  - i) local environmental values,
  - ii) urban design context,
  - iii) sustainable design and maintenance (including consideration of anti-graffiti materials),
  - iv) transport and land use integration and system functionality,
  - v) passenger and community safety and security, and
  - vi) community amenity and privacy.
  - vii) consideration of relevant design standards such as *Guidelines for the Development of Public Transport Interchange Facilities* (Ministry of Transport, 2008), *Crime Prevention through Environmental Design Principles*, *Water Sensitive Urban Design*, *NSW Sustainable Design Guidelines Version 3* (TfNSW, 2013), *AS4282-1997 Control of the obtrusive effects of outdoor lighting*, and relevant agency and Council design standards relevant to the LGA where the Stop is located (such as Randwick City Council's *Light Rail Urban Design Guidelines*).
- b) independent safety audits for all stops, including appropriate platform sizes to accommodate the maximum number of passengers;
- c) final design, infrastructure, management and service measures, and the level of access and service to be achieved for all users;
- d) location and identification of existing and proposed landscaping and the Revegetation Compensation Package required by condition B52, with specific consideration to limiting impacts to vegetation listed on the relevant Council's significant tree register;
- e) identification of stop names;
- f) design details including sections, graphics, sketches and perspective views from different viewpoints of the built elements of the SSI, including:
  - i) hard and soft landscaping, catenary, lighting, station canopies, platforms, public art and street furniture;
  - ii) retaining walls, substations and the like, with detailed consideration given to undergrounding substations where reasonable and feasible,
  - iii) fencing/pedestrian barriers, noise mitigation, lighting, privacy screening,
  - iv) signage (including wayfinding signage),
  - v) stop infrastructure and passenger facilities (such as bus, taxi, vehicle and emergency vehicle access and parking, driver facilities, paths, bicycle parking and lockers, ticketing facilities, kiosks/cafes, amenities);
  - vi) measures to minimise the impact of these elements, particularly with respect to the impacts on adjoining residences, educational facilities, open space areas and heritage items and landscapes, and
  - vii) the level of access and service to be achieved for all users.
- g) consideration of relevant legislation such as the *Disability Discrimination Act 1992*;
- h) in relation to the High Cross Park Interchange, information to satisfy the requirements of condition B32 relating to parking and the retention of the War Memorial;
- i) in relation to the Kingsford Transport Interchange, information to satisfy the requirements of condition C8 and the following:
  - i) measures to ensure pedestrian safety, and analysis of traffic light phasing and effects this may have on the behaviour on the safety of pedestrians (incorporating safety by design principles, customer experience and acceptable delays modelling);
  - ii) modelling of pedestrian and vehicular traffic flows around the interchange and the multi-road intersection known as the Nine Ways intersection and the surrounding precinct;
  - iii) investigations for replacement of the proposed slip lane from Anzac Parade southbound into Rainbow Street with a deceleration lane to increase the size of the adjacent landscaped area.
- j) operational management provisions for future operational requirements, including maintenance, security and management responsibilities, and measures to maintain stops and landscaping works, including weed control, to the design standards established in the Plan, where necessary.

The Plan(s) shall be prepared in consultation with the Reference Groups in Schedule B Part A of this approval and RMS and shall be supported by traffic and transport analysis. Where necessary, consultation shall also be undertaken with major landholders adjoining stop locations. The Plans shall detail a delivery and implementation program and shall be provided to the Secretary and made publicly available prior to construction, unless otherwise agreed by the Secretary. Evidence of consultation shall be provided as part of the Plan(s).

- B28. In developing the Stop Access and Design Plans(s) required under condition B27, the Applicant shall consider:
- (a) Traffic and accessibility design requirements (condition B26);
  - (b) Parking Management Strategy requirements (condition B29);
  - (c) Pedestrian and Cyclist Network and Facilities Strategy requirements and infrastructure (condition B33);
  - (d) Bus layover requirements (condition B35);
  - (e) Consideration of condition B43; and
  - (f) Urban Design and Landscape Plan (condition B51).

### **Parking Offsets and Management Strategy**

B29. The Applicant shall prepare a Parking Offsets and Management Strategy in consultation with RMS, the Business Reference Group, the CRG and relevant Councils to manage car parking impacts and kerbside parking access, on a per precinct basis, as a result of the SSI. The **Parking Offsets and Management Strategy** shall include, but not be limited to:

- (a) the provision of parking spaces consistent with hierarchy identified in Table 6.1 and Figure 6.1 of the Transport Operations Report, prepared by Booz and Co and dated 6 November 2013;
- (b) appropriate replacement parking for impacted special kerbside uses (e.g. disabled parking and loading zones) within the local vicinity with consideration of the *Disability Discrimination Act 1992* (DDA) Public Transport Standards and the DDA Access Code 2010;
- (c) the identification of strategies to identify and address parking impacts, including but not limited to replacement parking, parallel parking, resident parking schemes and provision of clearways; and
- (d) monitoring on the efficacy of these measures, including potential unintended traffic impacts, and contingencies in the event that these measures are inadequate.

The Applicant shall be responsible for the coordination of these measures in consultation with the relevant Councils and Reference Groups. The Strategy shall be submitted to the Secretary and the reporting of monitoring incorporated into the Operational Traffic, Transport and Access Performance Review required by condition C15.

B30. The Applicant shall maintain emergency vehicle access to Health Administration Corporation facilities on High Street, Randwick and the Langton Clinic at South Dowling Street, Surry Hills, 24 hours a day, 7 days a week, throughout the life of the SSI.

B31. Prior to any impact to existing parking, the Applicant shall, in cooperation with the relevant road authority, provide replacement parking dedicated to the Langton Centre in close proximity to the Health Administration Corporation facility with consideration of the *Disability Discrimination Act 1992* (DDA) Public Transport Standards and the DDA Access Code 2010.

B32. The Applicant shall, in cooperation with the relevant road authority, ensure that the SSI retains parking alongside existing medical facilities located on the eastern side of Belmore Road, Randwick.

### **Pedestrian and Cyclist Network and Facilities Strategy**

B33. A **Pedestrian and Cyclist Network and Facilities Strategy** shall be prepared in consultation with Councils, RMS, Bicycle NSW and relevant Reference Groups. The Strategy shall identify alternative pedestrian and cycle paths, during construction and operation, including facilitation of future cycle paths and dedicated cycleways as identified in state and local government plans, with the objective of providing seamless, coherent, visible, and safe pedestrian and cycle access throughout and adjacent to the corridor. The Strategy shall consider:

- (a) existing and proposed local and regional pedestrian and cycle facilities and strategies;
- (b) safety for pedestrians in pedestrianised zones;
- (c) alternative cycle routes during construction, based on safety and efficiency, and contingencies in the event that relocated routes are found to be inadequate;
- (d) pedestrian and cycle access, including local and regional pedestrian and bicycle connections;
- (e) demand for pedestrian and cycle facilities with consideration of encouraging an increased pedestrian and cycle mode share;
- (f) signage and way finding along the routes;
- (g) cycle storage facilities on light rail vehicles; and
- (h) the requirements of relevant design standards, including Austroads and NSW bicycle guidelines.

The Applicant shall implement the Strategy and incorporate it into the **Stop Access and Design Plan(s)** (condition B27).

B34. The Applicant shall prepare a conceptual design for a future dedicated cycleway connecting the northern end of Prince Alfred Park with the southern end of Castlereagh Street in a location that would be desirable for cyclist use and that is supported by TfNSW. Construction of the cycleway is not included as part of the SSI.

### **Bus Layovers**

B35. The Applicant shall, during the detailed design, consult with bus operators in relation to the provisions of both short and long term bus layover, drop-off or pick-up facilities where these are directly impacted by the SSI, including but not restricted to Eddy Avenue, Rawson Place, Randwick Racecourse, High Street, Anzac Parade and Todman Avenue during construction and operation. The Applicant shall ensure that the reasonable requests of bus operators are met.

## **URBAN DESIGN**

### **Randwick Stabling Facility**

B36. Prior to construction of the Randwick Stabling Facility, the Applicant shall prepare a detailed design for the facility. The design of the facility must be prepared in consultation with the UDRG and CRG. If the design criteria, as outlined below, are not achieved, the design of the facility shall be submitted to the



Secretary for approval accompanied by justification for any changes and evidence of consultation with the UDRG and CRG. The final design shall be implemented as part of the SSI. The design must ensure:

- (a) Identification of urban design principles and standards based on:
  - i) local environmental and heritage values;
  - ii) urban design context;
  - iii) sustainable design and maintenance;
  - iv) community amenity and privacy; and
  - v) consideration of relevant design standards such as *Crime Prevention through Environmental Design Principles* and agency and Council design standards including Council's *Light Rail Urban Design Guidelines* and *Randwick City Council's DCP 2013*.
- (b) Retention, to the maximum extent possible, of the row of trees along the western boundary of the site, screening the residential properties fronting Doncaster Avenue,
- (c) To minimise visual impact to surrounding residential properties as well as views from Randwick Racecourse, provision of appropriate landscaping, including details on the location of existing and retained vegetation, the proposed removal of vegetation and proposed landscaping;
- (d) Where the finished floor level of any building or structure is greater than 2 metres above ground level (existing) and faces a residential building, facades shall be designed to ensure visual impact is minimised to the greatest extent practicable and include the use of privacy screening and façade relief treatments (including, but not limited to the introduction of articulated facades and variation in finished materials etc).
- (e) The maximum height of any buildings or structures required as part of the stabling facility is 10.5 metres above ground level (existing);
- (f) The minimum setback of any building from any residential property boundary is 5 metres;
- (g) Structures (such as noise walls) greater than 3 metres above the existing ground level shall be setback 1 metre from the residential boundary for every half a metre above 3 metres in height;
- (h) Compliance with the overshadowing/solar access provisions of Randwick DCP 2013;
- (i) Consideration of the location for a future cycleway connecting Alison Road to High Street via the Randwick Racecourse within the stabling facility land;
- (j) Compliance with the noise levels within the Industrial Noise Policy (inclusive of traffic movements generated by the facility), including details of noise mitigation measures;
- (k) No worsening of flooding impacts to adjoining residential areas and/or the Royal Randwick Racecourse as defined in condition B65;
- (l) Impacts on heritage items within the Royal Randwick Racecourse and Doncaster Avenue are minimised;
- (m) New external lighting:
  - i) Complies with *AS 4282-1997 Control of Obtrusive effects of outdoor lighting*; and
  - ii) Is directed in a way that it does not create a nuisance or light spill to adjoining buildings or properties;
- (n) In meeting the criteria listed above, the following is to be provided to the Department to document compliance:
  - i) Graphics such as sections, perspective views and sketches on key elements of the stabling facility (such as administration, parking, wash plant, track configuration, acoustic shed if relevant and noise walls) from various view points;
  - ii) Plans outlining design details of materials and colours of all exterior and landscape elements;
  - iii) How relevant design standards have been considered in the design; and
  - iv) Evidence of consultation in relation to the design of the facility.

#### **Lilyfield Maintenance Facility**

B37. Prior to construction of the Lilyfield Maintenance Facility the Applicant shall prepare a detailed design for the facility. The design of the facility must be prepared in consultation with the UDRG and CRG. If the design criteria, as outlined below, are not achieved, the design of the facility shall be submitted to the Secretary for approval accompanied by justification for any changes and evidence of consultation with the UDRG and CRG. The final design shall be implemented as part of the SSI. The design must ensure:

- (a) Identification of urban design principles and standards based on;
  - i) urban design context and surrounding land use and built form;
  - ii) sustainable design and maintenance; and
  - iii) consideration of relevant design standards such as *Crime Prevention through Environmental Design Principles* and relevant agency and Council design standards.
- (b) Retention, to the maximum extent possible, of the existing mature trees that line Lilyfield Road that provide visual screening to adjacent residences;
- (c) Provision of appropriate landscaping, including details on the location of existing and retained vegetation, the proposed removal of vegetation and proposed landscaping;
- (d) The maximum height of any buildings or structures required as part of the maintenance facility is 10.5 metres above ground level (existing);
- (e) New external lighting:
  - i) Complies with *AS 4282-1997 Control of Obtrusive effects of outdoor lighting*; and
  - ii) Is directed in a way that it does not create a nuisance or light spill to adjoining buildings or properties;
- (f) The internal road layout and access to the facility minimises vehicle headlights shining into residential properties along Lilyfield Road;

- (g) Alternative access arrangements for existing tenants on the site impacted by the facility are provided where required;
- (h) Compliance with the noise limits in condition C2, including details of noise mitigation measures;
- (i) In meeting the criteria listed above, the following is to be provided to the Department to document compliance:
  - i) Graphics and design details including as sections, perspective views and sketches on key elements of the maintenance facility (such as the maintenance building, parking areas, substations(s) and internal access arrangements) from various view points;
  - ii) Plans outlining design details of materials and colours of all exterior and landscape elements;
  - iii) How relevant design standards have been considered in the design; and
  - iv) Evidence of consultation in relation to the design of the facility.

#### **Anzac Parade Pedestrian Bridge**

B38. Prior to construction of the Anzac Parade Pedestrian Bridge, the Applicant shall prepare a detailed design for the bridge. The design of the bridge must be prepared in consultation with OEH (Heritage), RMS, the UDRG and CRG. If the design criteria, as outlined below, are not achieved, the design of the facility shall be submitted to the Secretary for approval accompanied by justification for any changes and evidence of consultation with the abovementioned organisations. The final design shall be implemented as part of the SSI. The design of the bridge must be sympathetic to the design of the adjacent Albert (Tibby) Cotter Walkway with the aim of minimising its visual impact and ensure:

- (a) Identification of urban design principles and standards based on:
  - i) local environmental and heritage values;
  - ii) urban design context;
  - iii) sustainable design and maintenance;
  - iv) lighting;
  - v) community amenity; and
  - vi) consideration of relevant design standards such as *Crime Prevention through Environmental Design Principles* and *Bridge Aesthetics: Design Guidelines to Improve the Appearance of Bridges in NSW* (RTA, 2003).
- (b) Provision of appropriate landscaping, including details on the location of existing and retained vegetation, the proposed removal of vegetation and proposed landscaping;
- (c) Specific measures to limit visual impacts of the bridge on surrounding landuses and adjacent lands managed by the Centennial Park and Moore Park Trust;
- (d) Cumulative impacts are mitigated from the construction of the concurrent RMS pedestrian bridge over Anzac Parade at Moore Park;
- (e) Graphics and design details of built elements to meet the following criteria:
  - i) minimum height clearance over Anzac Parade roadway of 5.5 metres;
  - ii) no support structures within the Anzac Parade median;
  - iii) a total width across the Anzac Parade roadway of no more than 5 metres including deck, truss and safety screens;
  - iv) no advertising structures or material to be affixed to the bridge;
- (f) Specific measures to avoid or minimise heritage impacts to the bear pit in the vicinity of Sydney Girls High School and the heritage value of Anzac Parade;
- (g) In meeting the criteria listed above, the following is provided to the Department to document compliance:
  - i) graphics such as sections, perspective views and sketches of the bridge and its accesses from various view points;
  - ii) plans outlining design details of materials and colours, screens and support structures;
  - iii) how relevant design standards have been considered in the design; and
  - iv) evidence of consultation in relation to the design of the facility.

#### **Moore Park Portals and Bridge over the Eastern Distributor**

B39. Prior to construction of the Moore Park Portals and bridge over the Eastern Distributor, the Applicant shall prepare a detailed design for the structure(s). The design of the structure(s) must be prepared in consultation with the UDRG and CRG. If the design criteria, as outlined below, are not achieved, the design of the facility shall be submitted to the Secretary for approval accompanied by justification for any changes and evidence of consultation with the UDRG and CRG. The final design shall be implemented as part of the SSI. The design must ensure:

- (a) Identification of urban design principles and standards based on:
  - i) urban design context;
  - ii) sustainable design and maintenance;
  - iii) lighting;
  - iv) community amenity; and
  - v) consideration of relevant design standards such as *Crime Prevention through Environmental Design Principles* and *Bridge Aesthetics: Design Guidelines to Improve the Appearance of Bridges in NSW* (RTA, 2003).
- (b) Provision of appropriate landscaping, including details on the location of existing and retained vegetation, the proposed removal of vegetation and proposed landscaping;
- (c) Specific measures to limit visual and 'land-take' impacts of the bridge and portals on surrounding playing fields and adjacent heritage items;

- (d) Safety measures to address:
  - i) Public access into the portals;
  - ii) Private vehicle or bike movements into the portals;
  - iii) Stray balls (anti-throw screening); and
  - iv) Sight distance/speed of light rail vehicles interacting with South Dowling Street footpath and road users.
- (e) In meeting the criteria listed above, the following is provided to the Department to document compliance:
  - i) Graphics such as sections, perspective views and sketches of the bridge and portals from various view points;
  - ii) Plans outlining design details of materials and colours, screens and support structures;
  - iii) How relevant design standards have been considered in the design; and
  - iv) Evidence of consultation in relation to the design of the facility.

#### **Replacement of Australian Turf Club Buildings and Structures**

**B40.** Any buildings, structures or parking facilities within the Royal Randwick Racecourse site that will be demolished as part of the SSI, or as a result of compliance with condition B36, shall be replaced, in consultation with the Australian Turf Club and in accordance with condition B41 with all costs borne by the Applicant. Replacement buildings, structures or parking facilities must be replaced prior to the existing facilities being demolished, unless otherwise agreed by the Secretary.

**B41.** Prior to the construction of the replacement building(s), structure(s) or replacement car parking facilities, the Applicant shall prepare a detailed design for the facility. The design of the building, structure and/or replacement car parking facility must be prepared in consultation with the UDRG and CRG. If the design criteria, as outlined below, are not achieved, the design of the facility shall be submitted to the Secretary for approval accompanied by justification for any changes and evidence of consultation with the UDRG and CRG. The final design shall be implemented as part of the SSI. The design must ensure/include:

- (a) Identification of urban design principles and standards based on:
  - i) local environmental and heritage values;
  - ii) urban design context;
  - iii) sustainable design and maintenance;
  - iv) community amenity and privacy; and
  - v) consideration of relevant design standards such as *Crime Prevention through Environmental Design Principles* and agency and Council design standards including Council's *Light Rail Urban Design Guidelines*, *Randwick City Council's comprehensive DCP 2013 including the Royal Randwick Racecourse provisions and provisions for Industrial Areas*.
- (b) The floor area is equal to or less than the floor area of existing buildings to be demolished (determined by survey);
- (c) Retention, to the maximum extent possible, of the row of trees along the western boundary of the site, screening the residential properties fronting Doncaster Avenue,
- (d) Provision of appropriate landscaping, including details on the location of existing and retained vegetation, the proposed removal of vegetation and proposed landscaping;
- (e) where the finished floor level of any building or structure is greater than 2 metres above ground level (existing) and faces a residential building, facades shall be designed to ensure visual impact is minimised to the greatest extent practicable and include the use of privacy screening and façade relief treatments (including, but not limited to the introduction of articulated facades and variation in finished materials etc).
- (f) The maximum height of any buildings is 10.5 metres, and any replacement parking facility 15 metres above ground level (existing);
- (g) The minimum building setback from any residential property boundary is 5 metres;
- (h) Compliance with the overshadowing/solar access provisions of Randwick DCP 2013;
- (i) Impacts on heritage items within the Royal Randwick Racecourse and Doncaster Avenue are minimised;
- (j) Specific noise measures to minimise noise impact on surrounding properties;
- (k) No worsening of flooding impacts to adjoining residential areas and/or the Royal Randwick Racecourse as defined in condition B65;
- (l) New external lighting:
  - i) Complies with *AS 4282-1997 Control of Obtrusive effects of outdoor lighting*; and
  - ii) Is directed in a way that it does not create a nuisance or light spill to adjoining buildings or properties;
- (m) In meeting the criteria listed above, the following is to be provided to the Department to document compliance:
  - i) Graphics such as sections, perspective views and sketches on key elements of the building(s) and/or facility (such as facilities management building, parking, access, manoeuvring and hardstand areas, material storage and handling workshop and open space) from various viewpoints (including from the spectator precinct within the racecourse);
  - ii) Plans outlining design details of materials and colours of all exterior and landscape elements;
  - iii) How relevant design standards have been considered in the design; and

- iv) Evidence of consultation in relation to the design of the facility.

In the event that the above design criteria have not been achieved, the design of the facility shall be to the satisfaction of the Secretary.

**Sydney Children's Hospital, High Street Randwick**

- B42. The Applicant shall design and implement a revised taxi rank/passenger drop off area at the entry to the Children's Hospital at High Street, Randwick in consultation with Health Infrastructure.

**Pedestrianisation of High Street**

- B43. The SSI shall be designed to not preclude a future potential pedestrianisation of High Street, Randwick between Wansey Road and Botany Street.

**Catenary from Circular Quay to Pedestrian Zone**

- B44. The SSI shall be designed, constructed and operated wire-free from its commencement at Circular Quay to Wynyard, and the full extent of the pedestrian zone along George Street, unless it can be demonstrated to the satisfaction of the Secretary that catenary is required to maintain the reliability of the service between Circular Quay and Wynyard.

**VISUAL QUALITY AND LANDSCAPE CHARACTER**

- B45. The Applicant shall design and construct the SSI in a manner that minimises visual and heritage setting impacts from specific components of the SSI and hard landscaping elements, including stops, catenary, lighting, station canopies, substations, signage and the like.
- B46. Third party advertising shall not be permitted on light rail structures, urban elements, stops or the pedestrian bridge over Anzac Parade.
- B47. The Applicant shall, to the greatest extent possible, minimise the removal of vegetation, including at Circular Quay, Moore Park and surrounds, Anzac Parade, Tay Reserve, Royal Randwick Racecourse (along Alison and Wansey Roads), High Cross Park and within the UNSW lands and shall reinstate and supplement landscaping where vegetation has been removed in accordance with the Revegetation Compensation Package required by condition B52.
- B48. The Applicant shall commission an independent arborist, approved by the Secretary, to prepare a comprehensive Tree Report for the SSI. The report shall be prepared in consultation with the UDRG and identify the impacts of the SSI on trees and vegetation within the construction zone and adjacent to it and shall recommend measures to avoid or minimise damage or removal of trees for the SSI and to ensure the health and stability of protected trees, including any proposed canopy or root pruning, excavation works, site controls on waste disposal, vehicular access, storage of materials and protection of public utilities. Where reasonable and feasible, all recommendations of the report shall be implemented by the Applicant. A copy of the report shall be submitted to the Secretary prior to the commencement of construction.
- B49. The SSI shall be constructed in a manner that minimises visual impacts resulting from compound sites, including retaining, where reasonable and feasible, existing vegetation around the perimeter of compound sites, providing temporary landscaping where appropriate to soften views of compound sites, minimising light spillage, and incorporating architectural treatment and finishes within key elements of temporary structures that reflect the context within which the compound sites are located.
- B50. The Applicant shall design and construct the SSI in a manner that minimises opportunities for graffiti. The Applicant shall be responsible for the removal of all graffiti from any light rail vehicle or light rail infrastructure within one week of being identified.
- B51. Prior to the commencement of construction of permanent built works, the Applicant shall prepare an **Urban Design and Landscape Plan** for the SSI in consultation with the UDRG and submit it to the Secretary for approval. The Plan may be submitted in stages to suit the staged construction of the SSI, however shall include, but not necessarily be limited to:
- (a) identification of design objectives and standards based on local environmental and heritage values, urban design context, sustainable design and maintenance, transport and land use integration, passenger and community safety and security, community amenity and privacy, and consideration of relevant design standards and guidelines and Council guidelines including *Randwick City Council Light Rail Urban Design Guidelines*;
  - (b) details on the plans to provide, mitigate and/or augment landscaped areas and elements, with landscaping works to offset the removal of vegetation along the route;
  - (c) landscape screening of the SSI where receivers have been identified as likely to experience high residual visual impacts, in consultation with affected receivers and opportunities for providing at-receiver landscaping to further screen views;
  - (d) design details of the built elements of the SSI and the measures to minimise the impact of these elements, particularly with respect to the impacts on adjoining residences, educational facilities, open space areas, heritage items and landscapes;



- (e) specific plans proposed to enhance the public domain and integrate the proposal within its environment;
- (f) details on pedestrian and cycle access elements and fixtures, including crossings, secure cycle facilities, and other fixtures such as seating, lighting, fencing, signage etc, to enhance connectivity and the provision of a safe and secure environment;
- (g) details on public art and heritage (indigenous and non-indigenous) interpretation installations;
- (h) graphics such as sections, perspective views and sketches for key elements, but not limited to built elements;
- (i) implementation, management and monitoring strategies to ensure the establishment and ongoing maintenance of built elements and landscaped areas (including weed control), including performance standards and contingency measures; and
- (j) evidence of consultation with the abovementioned organisations on proposed materials palette, landscaping treatments and other urban design elements prior to its finalisation.

#### **Revegetation Compensation Package**

B52. The Applicant shall develop and implement a **Revegetation Compensation Package** for the SSI to outline how vegetation impacts will be compensated for within and adjacent to the corridor. The Package shall be prepared and submitted to the Secretary for approval prior to removal of vegetation, unless otherwise agreed by the Secretary, and in consultation with relevant Councils, the UDRG and the Centennial Park and Moore Park Trust in accordance with TfNSW's *Vegetation Offset Guide* (2013). The Package should ensure that all vegetation loss, is appropriately offset through regeneration or replanting, and include:

- (a) the identification of the extent and types of vegetation impacts as a result of the final design of the SSI;
- (b) details of impact mitigation measures to compensate for vegetation removal;
- (c) measures for the management, protection and monitoring of the compensatory vegetation, for a minimum period of two years;
- (d) timing and responsibilities for the implementation of the provisions of the Package.

Where monitoring shows inadequate compensation has been achieved, remedial actions must be undertaken to ensure that the objectives of the Package are achieved.

#### **HERITAGE**

B53. This approval does not allow the Applicant to destroy, modify or otherwise physically affect human remains as part of the SSI.

B54. All human remains discovered during construction must be managed in accordance with the Heritage Council of NSW *Skeletal Remains: Guidelines for Management of Human Remains* and exhumed and reinterred at an appropriate location. Where remains are identified, consultation with the Department (Heritage Branch) must be undertaken.

B55. With the exception of condition B53, identified impacts to heritage (both Aboriginal and non-Aboriginal), shall be minimised to the greatest extent practicable through both detailed design and construction. Where impacts are unavoidable, works shall be undertaken in accordance with the actions to manage heritage construction impacts required by condition B89 and under the guidance of an appropriately qualified heritage specialist.

B56. Prior to the commencement of construction activities within the Moore Park Precinct, in areas within the vicinity of registered PADs and for other areas of the SSI that have the potential to yield Aboriginal objects, the Applicant shall:

- (a) undertake archaeological investigation of this site using a methodology prepared in consultation with the OEH (Aboriginal heritage) and the Aboriginal stakeholders; and
- (b) report on the results of the archaeological investigation, including recommendations (such as for further archaeological work) in consultation with the OEH and to the satisfaction of the Secretary, and shall include, but not necessarily be limited to:
  - (i) consideration of measures to avoid or minimise disturbance to Aboriginal objects where objects of moderate to high significance are found to be present;
  - (ii) where impacts cannot be avoided, recommendations for any further investigations or salvage under B57; and
  - (iii) management and mitigation measures to ensure there are no additional impacts due to pre-construction and construction activities.

B57. Prior to the commencement of construction activities affecting the Moore Park precinct where Aboriginal objects of moderate to high significance are found to be present and cannot be avoided (B56(ii)), the Applicant shall:

- (a) develop a detailed salvage strategy, prepared in consultation with the OEH (Aboriginal heritage) and the Aboriginal stakeholders. The investigation program shall be prepared to the satisfaction of the Secretary; and
- (b) undertake any further archaeological excavation works recommended by the results of the Aboriginal archaeological investigation program.

Within twelve months of completing the above work, unless otherwise agreed by the Secretary, the Applicant shall submit a report containing the findings of the excavations, including artefact analysis and Aboriginal Site Impacts Recording Forms (ASIR), and the identification of final storage location for all Aboriginal objects recovered (testing and salvage), prepared in consultation with the Aboriginal stakeholders, the OEH (Aboriginal heritage) and to the satisfaction of the Secretary. A copy of this report shall be provided to the relevant Council.

- B58. The Applicant shall not destroy or permanently modify the heritage listed First Fleet Park, Tank Stream, or Belmore Park.
- B59. The Applicant shall design and construct the SSI to avoid any direct impact to the 'Bear Pit' adjacent to Anzac Parade and Sydney Girls High School, Randwick, the curtilage of the cottage located near the corner of Alison and Wansey Roads or the Tramway Turnstile Building complex within the Racecourse Conservation Area.
- B60. Prior to construction of works on the Royal Randwick Racecourse site affecting the Swab building, the wall associated with Royal Randwick Racecourse, adjacent to Alison Road and east of Darley Road, or the former entrance gatehouse building, the Applicant shall prepare a report to the satisfaction of the Secretary investigating options for the retention of these buildings/structures, including relocation within the racecourse grounds. The report shall clearly describe the impacts of each option considered and likely future heritage value of these buildings in the context of the Randwick Racecourse Conservation Area.
- B61. The Applicant shall complete all archival recordings for all heritage items directly and physically impacted by the SSI; including photographic recording of the intact heritage item, unless otherwise agreed by the Secretary.

The archival recording shall be undertaken by an experienced heritage consultant, in accordance with the Guidelines issued by the Heritage Council of NSW. The area containing the heritage item shall be clearly identified and/or fenced until the completion of the archival recordings. Within six months of completing the archival recording, the Applicant shall submit a report containing the archival and photographic recordings and the historic research, where required, to the Department (Heritage Branch), the relevant Council and the local library and the Randwick & District Historical Society.

- B62. The Applicant shall not destroy, modify or otherwise physically affect any heritage items outside the approved SSI footprint (as defined in the documents referred to in condition A1), unless otherwise agreed by the Secretary.
- B63. The measures to protect Aboriginal or historic heritage sites near or adjacent to the SSI during construction shall be detailed in the Heritage Management Sub-plan required under condition B89.

#### **SOIL, WATER AND HYDROLOGY**

- B64. Except as may be expressly provided by an Environment Protection Licence for the SSI, the Applicant shall comply with section 120 of the *Protection of the Environment Operations Act 1997*, which prohibits the pollution of waters.

#### **Flooding**

- B65. The Applicant shall design and construct the SSI, to the extent that is reasonable and feasible, to not worsen existing flood characteristics on the vicinity of the SSI. Not worsen is defined as:
- A maximum increase flood levels of 10 mm in a 100 year average recurrence interval (ARI) flood event; and
  - A maximum increase in time of inundation of one hour in a 100 year ARI flood event; and
  - any increase in high hazard flooding as defined in Appendix L of the NSW Government's *Floodplain Development Manual (2005)*.

#### **Soil, Stormwater and Flood Management Plan**

- B66. A **Soil, Stormwater and Flooding Management Plan(s)** shall be prepared in consultation with the EPA, NOW and relevant Councils during detailed design of the SSI and prior to construction. The Plan shall identify actions to ensure that the SSI addresses the management of soil and existing flooding characteristics within the vicinity of the SSI for a full range of flood sizes up to and including the probable maximum flood. The Plan(s) shall be prepared by appropriately qualified person(s) and facilitate a holistic approach to detailed hydrologic assessment and stormwater management, which gives consideration to the cumulative impacts of the SSI associated with its construction and operation, and shall include but not be limited to:
- Soil and water management measures that are consistent with the guideline *Managing urban stormwater: soils and construction* (including *Volume 1 – Blue Book* and *Volume 2 – Installation of Services*);
  - the design of temporary works, compensatory and management measures that would be implemented during construction to not worsen (as defined in condition B65) existing and known future flooding characteristics;



- (c) the identification of flood risks to the SSI and adjoining areas, including the consideration of local and regional drainage catchment assessments, strategies and guidelines; and climate change implications on rainfall and drainage characteristics;
- (d) the design and layout of each stop precinct and light rail infrastructure to not worsen (as defined in condition B65), existing and known future flooding characteristics;
- (e) identification of design and mitigation measures that would be implemented to protect proposed construction and operational activities and not worsen existing flooding characteristics, including soil erosion and scouring. Design of mitigation measures should consider more frequent floods besides flood of design; and
- (f) identification of flood risk, potential for inflows, potential consequences and required mitigation measures for each tunnel entrance.

For surface components of the SSI located on floodplains, flood impacts shall be confirmed in accordance with the *Floodplain Development Manual* (2005), and other relevant NSW Government Guidelines.

#### Groundwater

- B67. The Applicant shall design and construct the SSI in a manner that ensures no more than minimal harm to overall groundwater hydrology including capture, drawdown, flow and quality.
- B68. Prior to construction of the Moore Park tunnel or any works with the potential to intersect the groundwater table, the Applicant shall submit a report to the Secretary detailing further investigations into surface water, groundwater and geotechnical issues, including:
- (a) details of proposed excavations, tunnels and construction methodology;
  - (b) identification of surface and sub-surface structures and infrastructure which may be impacted by the SSI, including the specific attributes of those structures;
  - (c) identification of potential impacts on the quality and quantity of surface water and groundwater resources, including consideration against the NSW Aquifer Interference Policy;
  - (d) details of measures to be implemented to ensure that post construction groundwater inflows to the tunnel are eliminated or minimised;
  - (e) details of proposed water discharge quantity and quality against receiving water quality and flow objectives;
  - (f) Identification of any licencing requirements or other approvals under the *Water Act 1912* and/or *Water Management Act 2000*;
  - (g) predicted groundwater take volumes, flow rates and drawdown along with predicted settlement, ground movement, stress redistribution and horizontal strain profiles caused by excavation and tunnelling on adjacent property and infrastructure;
  - (h) demonstration that the construction and operation of the SSI can operate in accordance with the operating rules of any relevant Water Sharing Plan; and
  - (i) detailed description of the proposed water management system, water monitoring program and other measures designed to mitigate groundwater related impacts associated with the SSI.

The investigations report shall be prepared in consultation with the EPA and NOW, and be to the satisfaction of the Secretary.

- B69. Prior to the construction of the Moore Park tunnel the Applicant shall undertake an assessment of property and infrastructure at risk from damage (including but not limited to the Eastern Distributor and South Dowling Street) in consultation with the asset owner and determine appropriate settlement criteria to prevent damage.
- B70. Should the investigations report in condition B68 indicate exceedances of the criteria established at condition B69 or in Table B1 (whichever is the lower), the Applicant shall identify and implement mitigation measures such as appropriate support and stabilisation structures in consultation with the relevant land and/or infrastructure owners prior to the commencement of construction of the Moore Park tunnel to ensure that underground services, infrastructure and adjacent buildings will not experience settlements exceeding the criteria.

**Table B1 – Settlement Criteria**

<i>Beneath Structure/Facility</i>	<i>Maximum Settlement (mm)</i>	<i>Maximum Angular Distortion</i>
Buildings – Low or non sensitive properties (i.e. $\leq 2$ levels and carparks)	30	1 in 350
Buildings – High or sensitive properties (i.e. $\geq 3$ levels and heritage items)	20	1 in 500
Roads and Parking areas	40	1 in 250
Parks	75	1 in 250

The above criteria do not remove any responsibility from the Applicant for the protection of existing structures or for rectifying any damage resulting from the SSI.

- B71. Notwithstanding criteria established as part of conditions B69 and B70, settlement criteria for individual utility structures and infrastructure shall be determined in consultation with the relevant authorities prior to the commencement of construction.

#### **CONTAMINATION**

- B72. The following documents shall be submitted to the Secretary and relevant Council, within the identified timeframes, unless otherwise agreed by the Secretary:

- (a) reports detailing Stage 2 Contamination Site Investigations in areas identified as having a risk of contamination (soil, water and building materials), and a Site Auditor endorsed Remediation Action Plan (or similar), where required, prior to site preparation or construction; and
- (b) Certification by a Site Auditor that any contaminated land and/or groundwater, identified in B72(a) has been remediated to a standard consistent with the approved land use, prior to the use of the land.

*Note: Terms used in this condition have the same meaning as in the Contaminated Land Management Act 1997.*

- B73. Where the investigations identify that the site is suitable for the intended operations and that there is no need for a specific remediation strategy, measures to identify, handle and manage potential contaminated soils, materials and groundwater shall be incorporated into the Construction Environmental Management Plan (condition B88).

#### **WASTE MANAGEMENT**

- B74. All waste materials removed from the site shall only be directed to a waste management facility lawfully permitted to accept the materials, or recovered in accordance with Waste Recovery Exemptions.

- B75. The Applicant shall ensure that all liquid and/ or non-liquid waste generated and/ or stored on the site is assessed and classified in accordance with the Waste Classification Guidelines (DECC, 2009).

- B76. The Applicant shall manage any asbestos or asbestos-contaminated materials that may be uncovered during demolition and construction activities of the SSI strictly in accordance with the requirements under the *Protection of the Environment Operations (Waste) Regulation 2005* and any guidelines or requirements issued by the EPA in relation to those materials.

#### **SUSTAINABILITY**

- B77. The Applicant shall achieve a minimum "Infrastructure Sustainability Rating Tool" overall score of 65 for both 'design' and 'as-built' components of the SSI.

- B78. The Applicant shall comply with Transport for NSW's Sustainable Design Guide Version 3 and achieve a minimum 'gold' rating for the SSI.

- B79. The Applicant shall where reasonable and feasible offset carbon emissions generated by the operation of the SSI.

#### **HAZARDS AND RISKS**

- B80. The Applicant shall ensure that the transport, handling and management of hazardous substances during construction does not result in a potentially hazardous storage environment or present a significant risk to human health, life or property, or the biophysical environment, consistent with *State Environmental Planning Policy No.33 – Hazardous and Offensive Development* and associated guidelines.

#### **INFRASTRUCTURE PROPERTY AND UTILITIES**

- B81. The Applicant shall identify utilities, services and other infrastructure and property potentially affected by construction to determine requirements for access to, diversion, protection, and/or support. Consultation with the URG and the relevant owner and/or provider of services that are likely to be affected by the SSI shall be undertaken to make suitable arrangements for access to, diversion, protection, and/or support of the affected infrastructure as required. The Applicant shall ensure that any disruption to any service is minimised and shall be responsible for advising impact service recipients prior to any planned disruption of service. The cost of any such arrangements shall be borne by the Applicant, unless otherwise agreed with the utility/service provider.

- B82. The design and construction of the SSI shall not preclude the future undergrounding of electrical infrastructure by Randwick City Council.

#### **PROPERTY AND BUSINESS IMPACTS**

- B83. The Applicant shall design and construct the SSI with the objective of minimising impacts to, and interference with third party property and infrastructure, and that such infrastructure and property is protected during construction. This includes adequate provision for wayfinding signage for potential patrons in consultation with the Business Reference Group to minimise economic impacts of construction works.

- B84. Any physical damage caused to a property as a result of the SSI shall be rectified or the property owner compensated, within a reasonable timeframes, with the costs borne by the Applicant. This condition is

not intended to limit any claims that the property owner may have against the Applicant. This condition does not apply if conditions B23 or B70 apply.

- B85. During construction, Applicants of other construction works in the vicinity of the SSI shall be consulted and reasonable and feasible steps taken to coordinate works to minimise impacts on affected sensitive receivers.

#### **LANDUSE AND COMMUNITY FACILITIES**

- B86. Where community and council facilities (including parks) are impacted during construction works through temporary or permanent land acquisition, reduced amenity, reduced access, reduced functionality or other impact, the Applicant shall, in consultation with the relevant council, community groups and key stakeholders, address construction impacts and agree on and implement reasonable and feasible mitigation and management measures. Where appropriate, the Applicant shall determine viable alternative options for community facilities during the construction phase. Mitigation and management measures shall be implemented by the Applicant, prior to impacts occurring.

#### **ENVIRONMENTAL MANAGEMENT**

##### **Environmental Representative**

- B87. Prior to the commencement of construction, or as otherwise agreed by the Secretary, the Applicant shall nominate for the approval of the Secretary a suitably qualified and experienced **Environmental Representative(s)** that is independent of the design and construction personnel. The Applicant shall employ the Environmental Representative(s) for the duration of construction, or as otherwise agreed by the Secretary. The Environmental Representative(s) shall:
- (a) be the principal point of advice in relation to the environmental performance of the SSI;
  - (b) oversee the implementation of all environmental management plans and monitoring programs required under this approval, and advise the Applicant upon the achievement of these plans / programs;
  - (c) consider and advise the Applicant on its compliance obligations against all matters specified in the conditions of this approval and the Statement of Commitments as referred to under condition A1 of this approval and all other licences and approvals related to the environmental performance and impacts of the SSI;
  - (d) ensure that environmental auditing is undertaken in accordance with all relevant Environmental Management Systems; and
  - (e) be given the authority and independence to recommend to the Applicant reasonable and feasible steps to be taken to avoid or minimise unintended or adverse environmental impacts.

##### **Construction Environmental Management Plan**

- B88. The Applicant shall, prior to the commencement of construction, prepare and implement a **Construction Environmental Management Plan**. The Plan shall be prepared in consultation with the Reference Groups listed in Schedule B, Part A of this approval and outline the environmental management practices and procedures that are to be followed during construction, and shall be prepared in accordance with the Guideline for the *Preparation of Environmental Management Plans* (DIPNR, 2004). The Plan shall include, but not necessarily be limited to:
- (a) a description of all relevant activities to be undertaken on the site during construction;
  - (b) statutory and other obligations that the Applicant is required to fulfil during construction including all approvals, consultations and agreements required from authorities and other stakeholders, and key legislation and policies;
  - (c) a description of the roles and responsibilities for all relevant employees involved in the construction of the project;
  - (d) demonstration that the existing City of Sydney Closed Circuit Television (CCTV) equipment is maintained at all times;
  - (e) details of the measures to be installed to separate construction areas from publicly accessible areas; and
  - (f) details of how the environmental performance of the construction works will be managed and monitored, and what actions will be taken to address identified potential adverse environmental impacts. In particular, the following environmental issues shall be addressed in the Plan:
    - i) construction compounds and ancillary facilities management;
    - ii) construction noise and vibration;
    - iii) construction traffic;
    - iv) earthworks, soil erosion and water quality management;
    - v) heritage management;
    - vi) air quality and dust management;
    - vii) property and business impacts; and
    - viii) waste management, demonstrating the maximisation of resource recovery and the recycling of construction waste materials.
  - (g) evidence of consultation undertaken.

The Plan shall be submitted for the approval of the Secretary no later than one month prior to the commencement of construction, or within such period otherwise agreed by the Secretary. The Plan may



be prepared in stages, however, construction works for each stage shall not commence until written approval has been received from the Secretary.

- B89. As part of the Construction Environmental Management Plan for the SSI, the Applicant must prepare and implement:
- (a) a **Construction Compound and Ancillary Facilities Management Plan** to detail the management of site compounds associated with the SSI. The Plan shall build on the information provided in the EIS, and shall include but not be limited to:
    - i) a description of construction facilities, components and the surrounding environment;
    - ii) details of activities to be carried out at each facility, including the hours of use and the storage of dangerous and hazardous goods;
    - iii) details of the mitigation and management procedures specific to the facility that would be implemented to minimise environmental and amenity impacts and an assessment of the adequacy of the mitigation or offsetting measures;
    - iv) identification of the timing for the completion of activities at the facility and how the site will be decommissioned (including any necessary rehabilitation); and
    - v) appropriate monitoring, review and amendment mechanisms.
  - (b) a **Construction Noise and Vibration Management Plan** to detail how construction noise and vibration impacts will be managed for the SSI. The Plan shall be consistent with the *Interim Construction Noise Guidelines* (DECC, 2009) and shall be prepared in consultation with the EPA and Council(s). The Plan shall include, but not be limited to:
    - i) details of construction activities (including site compounds), machinery and an indicative schedule for works that have the potential to generate noise and/ or vibration impacts on surrounding land uses,
    - ii) details of sensitive receivers (including maps showing the location of all potentially affected sensitive receivers, sensitive times (such as during exam periods) and sensitive equipment; the construction noise and vibration criteria according to the *Interim Construction Noise Guidelines*;
    - iii) details of the reasonable and feasible mitigation and management measures and procedures that will be implemented to control construction noise and vibration impacts, where the criteria are predicted and/or are measured to be exceeded;
    - iv) scheduling the noisiest activities associated with night-time works to be completed before midnight and limiting night-time construction works to two consecutive nights followed by two consecutive nights of respite (i.e. no works) unless outlined in the OOHW protocol;
    - v) impacts from site compounds/construction depots;
    - vi) specific physical and managerial measures for controlling noise and vibration, demonstrating how activities would be managed;
    - vii) identification of noise and vibration generating tasks, duration, and predicted air-borne noise levels and vibration levels;
    - viii) internal compliance audit of all plant and equipment;
    - ix) construction timetabling, in particular works outside standard hours, to minimise noise impacts;
    - x) an out-of-hours work (OOHW) protocol for the assessment, management and approval of works outside of standard construction hours as defined in condition B4 of this approval, including a risk assessment process under which an Environmental Representative may approve out-of-hour construction activities deemed to be of low environmental risk and refer high risk works for the Secretary's approval. The OOHW protocol must detail standard assessment, mitigation and notification requirements for high and low risk out-of-hour works, and detail a standard protocol for referring applications to the Secretary;
    - xi) details of community consultation processes to be implemented during construction;
    - xii) procedures for notifying residents and sensitive receivers of construction activities likely to cause exceedances of the noise management levels;
    - xiii) vibration amenity;
    - xiv) contingency plans to be implemented in the event of non-compliance and/or noise complaints; and
    - xv) monitoring measures to assess compliance against the construction noise and vibration objectives, clearly indicating how often this monitoring would be conducted, the locations where monitoring would take place, how the results of this monitoring would be recorded and reported, and if any exceedances are detected how any non-compliance would be rectified.
  - (c) A **Construction Traffic, Transport and Access Management Plan** to manage construction traffic, transport and access impacts of the SSI. The Plan shall be developed in consultation with the relevant road authority, transport operator and the RMS. The plan shall include but not be necessarily limited to:
    - (i) Identification of construction traffic routes and construction traffic volumes (including heavy vehicle/ spoil haulage) on these routes;
    - (ii) Volumes of fill and spoil to be reused, imported or exported from site(s);
    - (iii) Details of vehicle movements for construction sites and site compounds including parking, dedicated vehicle turning areas, and ingress and egress points;
    - (iv) Notification strategy to inform Councils, Reference Groups and RMS in advance of any temporary road closures;

- (v) Waste collection points and access arrangements are provided and maintained to an acceptable level;
  - (vi) Vehicle Movement Plans and Traffic Control Plans for each precinct;
  - (vii) Intersection Construction Management Plans for each intersection to be upgraded by the SSI, including timing and measures to mitigate broader network impacts;
  - (viii) Prevention of any loss of load, whether dust, liquid or soils;
  - (ix) A protocol for minimising the cumulative construction traffic impacts of the SSI and other projects under construction/to be constructed, including from the cumulative impacts between construction zones;
  - (x) Identification of potential traffic noise impacts, sensitive receivers and sensitive times of the day;
  - (xi) Details of management measures for special events, including measures for provision of parking facilities, taxis, pedestrians and cyclists and emergency vehicles
  - (xii) Details of management measures to minimise traffic impacts, including driver training, temporary road work traffic control measures, onsite vehicle queuing and management measures to minimise peak time congestion and measures to ensure safe pedestrian and cycle access;
  - (xiii) Construction staff parking requirements, locations and the location(s) of proposed parking facilities, and the method for transporting staff to construction;
  - (xiv) Minimise tracking mud, dirt or other material onto a public road or footpath. In the event of any spillage, the Applicant shall remove the spilled material as soon as practicable within the working day of the spillage;
  - (xv) OOHW procedures and protocol;
  - (xvi) Details of all temporary road closures and detours and measures to minimise impacts on local traffic and to inform relevant stakeholders;
  - (xvii) Precinct specific incident response measures to detail how incident response resources can respond to and mitigate impacts from incidents and accidents that may occur along the construction alignment;
  - (xviii) Events management for current and future events;
  - (xix) A driver code of conduct; and
  - (xx) Mechanisms for the monitoring, review and amendment of this Plan.
- (d) a **Construction Soil and Water Management Plan for the Moore Park Tunnel** developed in consultation with the EPA and NOW to include, but not necessarily limited to:
- i) details of construction activities and their locations, which have the potential to impact on water courses, storage facilities, stormwater flows, and groundwater;
  - ii) a Surface Water Management Plan that includes a detailed description of the water management system on site including clean water diversion systems, erosion and sediment controls, water storages and discharge points, performance criteria, including trigger points for investigating any potential adverse impacts to surface water quality and a program to monitor the effectiveness of the water management system including site discharge water quality;
  - iii) a Groundwater Management Plan that includes; detailed data on groundwater inflow, rainfall inflow and evaporation; detailed information on groundwater yield and quality in groundwater bores on surrounding land that could be affected by the Moore Park tunnel; groundwater assessment criteria including trigger levels for investigating any adverse groundwater impacts; a program to monitor the impacts of the SSI on any groundwater bores on surrounding land that would be affected by the Moore Park tunnel;
  - iv) details of how spoil and fill material required by the SSI will be sourced, handled, stockpiled, reused and managed; erosion and sediment control measures; salinity control measures and the consideration of flood events;
  - v) a contingency plan, consistent with the Acid Sulfate Soils Manual, to deal with the unexpected discovery of actual or potential acid sulfate soils, including procedures for the investigation, handling, treatment and management of such soils and water seepage;
  - vi) management measures for contaminated material and a contingency plan to be implemented in the case of an unanticipated discovery of contaminated material during construction;
  - vii) a description of how the effectiveness of these actions and measures would be monitored during the proposed works, clearly indicating how often this monitoring would be undertaken, the locations where monitoring would take place, how the results of the monitoring would be recorded and reported, and, if any exceedances of the criteria is detected how and non-compliance can be rectified; and
  - viii) mechanisms for the monitoring, review and amendment of this plan.
- (e) a **Construction Heritage Management Plan** to detail how construction impacts on Aboriginal and non-Aboriginal heritage will be avoided, minimised and managed. The sub-plan shall be prepared by an appropriately qualified heritage consultant(s) and be developed in consultation with the Heritage Council of NSW, the OEH (Aboriginal heritage), and registered Aboriginal stakeholders (for Aboriginal heritage), and include, but not necessarily be limited to:
- (i) In relation to Aboriginal Heritage:
    - i. details of management measures and strategies for protection, salvage, and/or conservation of sites and items that will be directly or indirectly impacted during



- construction (including further archaeological investigations, salvage measures and/or measures to protect unaffected sites during construction works in the vicinity);
- ii. procedures for dealing with previously unidentified Aboriginal objects (excluding human remains) including cessation of works in the vicinity, assessment of the significance of the item(s) and determination of appropriate mitigation measures including when works can re-commence by a suitably qualified archaeologist in consultation with the department, OEH and registered Aboriginal stakeholders and assessment of the consistency of any new Aboriginal heritage impacts against the approved impacts of the SSI, and notification to the OEH, in accordance with section 89A of the *National Parks and Wildlife Act 1974*, and the department;
  - iii. procedures for dealing with human remains, including cessation of works in the vicinity and notification of the department, NSW Police Force, OEH and registered Aboriginal stakeholders and not recommencing any works in the area unless authorised by the department and/ or the NSW Police Force); and
  - iv. induction processes (identification, protection) for construction personnel (including procedures for keeping records of inductions) and procedures for ongoing Aboriginal consultation and involvement; and
- (ii) In relation to non-Aboriginal Heritage:
- i. details of management measures and strategies for protection, excavation, archival recording and/or conservation of heritage items that will be directly or indirectly impacted during construction (including measures to protect unaffected items during construction works in the vicinity);
  - ii. procedures for dealing with previously unidentified items of heritage significance, including cessation of works in the vicinity, assessment of the significance of the item(s) and determination of appropriate mitigation measures including when works can re-commence by a suitably qualified and experienced archaeologist in consultation with the department and the Heritage Council of NSW and assessment of the consistency of any new non-Aboriginal heritage impacts against the approved impacts of the SSI and notification of the Heritage Council of NSW, in accordance with Section 146 of the *NSW Heritage Act 1977*, and the department;
  - iii. procedures for dealing with human remains, including cessation of works in the vicinity and notification of the department, NSW Police Force, the Heritage Council of NSW and not recommencing any works in the area unless authorised by the department, and/ or the NSW Police Force); and
- (iii) heritage induction processes (identification, protection) for construction personnel (including procedures for keeping records of inductions); and
- (f) a **Construction Business Management Plan** to detail how construction works will be managed to minimise impacts to existing businesses located in the vicinity of construction sites and activities during construction of the SSI. The plan shall include measures to minimise business related impacts, maintain vehicular and pedestrian access during business hours and maintenance of the visibility of the business appropriate to its reliance on such. The Plan shall be prepared in consultation with the Business Reference Group required under condition A16 and shall include, but not necessarily be limited to:
- i) business management strategies for each construction site (and/or activity) identifying affected businesses and associated management strategies including the employment of place managers and specific measures to assist small business owners adversely affected by the construction of the SSI;
  - ii) a monitoring program to assess the effectiveness of the measures including the nomination of performance parameters against which the effectiveness of the measure will be measured; and
  - iii) provision for reporting the monitoring results to the Secretary as part of the Compliance Tracking Program required by condition B94.
- (g) an **Equine Management Plan** detailing the management of horses during construction at the Royal Randwick Racecourse site. The Plan shall be prepared by a suitably qualified professional in consultation with the Australian Turf Club and Racing NSW and shall include but not be limited to:
- i) clear guidelines of construction and associated exclusion zones and personnel education and induction processes to mitigate the risk of an event occurring that could result in damage or injury to a horse at the racecourse;
  - ii) identification of a relocation strategy for the horses and trainers, if relevant;
  - iii) measures to ensure all intersections and access points impacted by the SSI are relocated and designed to cater for the existing capacity requirements and sensitive to the specific requirements of equine transport vehicles;
  - iv) addressing impacts relating to acoustics, light impacts, overshadowing and vibration and any other potential impact to horses and mitigation measures as appropriate to minimise impacts to equine activities on the site.

#### COMMUNITY INFORMATION, CONSULTATION AND INVOLVEMENT

B90. The Applicant shall prepare and implement a **Community Communication Strategy** to provide mechanisms to facilitate communication between the Applicant (and its contractors), the Environmental Representative and the community stakeholders (particularly adjoining landowners) on construction



progress and management. The Strategy shall be prepared in consultation with the CRG and include, but not be limited to:

- (a) identification of stakeholders to be targeted as part of the Strategy, including community and business stakeholders, environmental and transport groups and adjoining property owners;
- (b) procedures and mechanisms for the regular dissemination of information to the community and stakeholders on construction progress and matters associated with environmental management;
- (c) procedures and mechanisms through which the community and stakeholders can discuss or provide feedback to the Applicant and/or Environmental Representative in relation to the environmental management and delivery of the SSI;
- (d) procedures and mechanisms through which the Applicant can respond to any enquires or feedback from the community and stakeholders in relation to the environmental management and delivery of the SSI; and
- (e) procedures and mechanisms to be implemented to respond to any issues/disputes that arise between parties on the matters relating to environmental management, design and the SSI delivery.

The Applicant shall maintain and implement the Strategy throughout construction. The Strategy shall be submitted to the Secretary prior to the commencement of construction of the SSI.

#### **Community Enquiries**

B91. Prior to the commencement of construction of the SSI, the Applicant shall ensure that the following are available for community enquiries and complaints for the duration of construction:

- (a) a 24 hour telephone number on which complaints and enquiries about the SSI may be registered;
- (b) a postal address to which written complaints and enquires may be sent;
- (c) an email address to which electronic complaints and enquiries may be transmitted; and
- (d) a mediation system for complaints unable to be resolved.

The telephone number, the postal address and the email address shall be published in a newspaper circulating in the local area prior to the commencement of construction. This information shall also be provided on the Applicant's website.

B92. Prior to the commencement of construction, the Applicant shall prepare and implement a **Construction Complaints Management System** consistent with *Customer Satisfaction – Guidelines for complaints handling in organisations – ISO 10002:2004, MOD (formerly AS 4269: Complaints Handling)* and maintain the System for the duration of construction and up to 12 months following completion of the SSI.

Information on all complaints received, including the means by which they were addressed and whether resolution was reached, with or without mediation, shall be maintained in a complaints register and included in the construction compliance report required by this approval. The information contained within the System shall be made available to the Secretary on request.

#### **Provision of Electronic Information**

B93. Prior to the commencement of construction, the Applicant shall dedicate pages within its website, for the provision of electronic information associated with the SSI, for the duration of construction and for up to 12 months following its completion. The Applicant shall publish and maintain up-to-date information on these dedicated pages, including:

- (a) a copy of the documents referred to under condition A1 of this approval, and any documentation supporting modifications to this approval that may be granted;
- (b) a copy of this approval and each relevant environmental approval, licence or permit required and obtained in relation to the SSI;
- (c) subject to confidentiality requirements, a copy of each strategy, plan, program and Reference Group documentation required under this approval;
- (d) the outcomes of compliance tracking in accordance with condition B94 of this approval;
- (e) information on the current implementation state of the SSI; and
- (f) details of contact point(s) to which community complaints and enquiries may be directed, including a telephone number, a postal address and an email address.

#### **COMPLIANCE MONITORING AND TRACKING**

B94. The Applicant shall develop and implement a **Compliance Tracking Program** to track compliance with the requirements of this approval. The Program must be submitted to the Secretary for approval prior to the commencement of construction and operate for a minimum of one year following commencement of operation, subject to the Secretary's review of the outcomes of the Operational Performance Audit Report referred to in condition C16. The Program must include:

- (a) provisions for periodic review of the compliance status of the SSI against the requirements of this approval and the mitigation measures detailed in the document referred to in condition A1(c) of this approval;
- (b) provisions for the notification of the Secretary prior to the commencement of construction and prior to the commencement of operation of the SSI;
- (c) provisions for periodic reporting of compliance status to the Secretary during construction;
- (d) a program for independent environmental auditing in accordance with ISO 19011:2003 - Guidelines for Quality and/ or Environmental Management Systems Auditing;

- (e) procedures for rectifying any non-compliance identified during environmental auditing or review of compliance;
- (f) mechanisms for recording environmental incidents during construction and actions taken in response to those incidents;
- (g) provisions for reporting environmental incidents to the Secretary during construction; and
- (h) provisions for ensuring all employees, contractors and sub-contractors are aware of, and comply with, the conditions of this approval relevant to their respective activities.

**INCIDENT REPORTING**

B95. The Applicant shall notify the Secretary of a construction incident with significant off-site impacts on people or the bio-physical environment as identified by the Environmental Representative within 48 hours of becoming aware of the incident. The Applicant shall provide full written details of the incident to the Secretary within seven days of the date on which the incident occurred. This is in addition to the requirements of section 148 of the *Protection of the Environment Operations Act, 1997*.

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## SCHEDULE B

### Part C – OPERATIONS

#### NOISE AND VIBRATION

##### Operational Noise and Vibration from Light Rail

- C1. The SSI shall be designed and operated with the objective of not exceeding the air-borne and ground-borne noise trigger levels as defined in the *Rail Infrastructure Noise Guideline* (EPA, 2012) and the vibration levels defined in the *Assessing Vibration: A Technical Guideline* (DEC, 2006).

##### Operational Noise from Stationary Sources

- C2. The Applicant shall ensure that noise emanating from stationary sources complies with the noise limits at the nearest sensitive receivers in accordance with the NSW Industrial Noise Policy or as specified in **Table C1** and **Table C2**. Noise generated from these facilities shall also include associated traffic movements.

However, these limits do not apply if the Applicant has an agreement with the owner/s of the relevant residence to generate higher noise levels, and the Applicant has advised the Department in writing of the terms of this agreement.

**Table C1 – Operational Noise Limits for Stabling and Maintenance Facilities at Sensitive Receivers (dBA)**

Location	Day	Evening	Night	Night
	<i>L<sub>Aeq</sub> (15 min)</i>	<i>L<sub>Aeq</sub> (15 min)</i>	<i>L<sub>Aeq</sub> (15 min)</i>	<i>L<sub>A1</sub> (1 min)</i>
Randwick Stabling Facility	49	49	43	53
Lilyfield Maintenance Facility	61	60	52	62

**Table C2 – Operational Noise Limits for Substations at Sensitive Receivers (dBA)**

Location	<i>L<sub>Aeq</sub> (15 min) at all Times</i>	Receiver Description
Circular Quay	55	Residential
Martin Place	65	Commercial
Haymarket (Parker Street)	65	Library
Chalmers Street	60	Residential
	65	Commercial
Wimbo Park	37	Residential
	50	Passive Recreation
Kensington/Moore Park	55	Active Recreation
Royal Randwick Racecourse	44	Residential
High Cross Park	48	Residential
High Street (adjacent to Anzac Parade)	51	Residential
Kingsford	51	Residential

##### Operational Noise from Rail Traffic

- C3. Ground-borne noise from rail traffic shall not exceed the following criteria as measured at the nearest residential receiver:

- (a)  $L_{ASmax}$  40 dBA between the hours of 6.00 pm and 10.00 pm; and  
 (b)  $L_{ASmax}$  35 dBA between the hours of 10.00 pm and 7.00 am.

*Note: Ground-borne noise level values are relevant only where they are higher than the airborne noise from railways and where the ground-borne noise levels are expected to be, or are, audible within habitable rooms (RING, EPA 2013).*

- C4. Prior to the procurement of light rail vehicles for the SSI, the Applicant shall confirm to the satisfaction of the Secretary that the source noise level specification assumed for the purposes of the assessment (in the documents referred to in condition A1) have been achieved (the  $L_{pAeq,Tp}$  noise level during a passby measured of the Light Rail Vehicle at a point 7.5 metres from the centreline of the track and 1.2 metres above rail level at a running speed of 60km/hr under all operating conditions with all systems operating and doors closed must be no greater than 78 dBA).

### **Operational Noise from Ancillary Systems**

- C5. The Applicant shall ensure that unless they are required for safety reasons, no public address system is to be used as part of the normal operations of the SSI. Any emergency public address system shall be designed to minimise noise spillage from the site. Speakers shall be installed with their pointing axis directed away from residential buildings and sensitive receivers unless otherwise specified in the Operational Noise and Vibration Management Plan.
- C6. The Applicant shall ensure that warning bells associated with the movements of Light Rail Vehicles occur only in emergency traffic or pedestrian safety situations but not as part of normal operations of the SSI. Testing of warning bells in the maintenance facility shall be undertaken with all doors of the facility closed. No testing of warning bells is permitted to take place at the stabling facility unless it meets the noise goals in the Industrial Noise Policy.

### **TRAFFIC, TRANSPORT AND ACCESS**

- C7. The SSI shall not preclude the operation of Hospital Road, Randwick, as a two way road. The Applicant shall maintain two vehicle entry/exit points at the entrance of the Prince of Wales Hospital at High Street, Randwick.
- C8. Prior to operations, the Applicant shall provide 'kiss'n'ride' drop-off and parking facilities near the Kingsford (Nine-Ways) terminus, in consultation with Randwick City Council.

### **LIGHTING AND CCTV**

- C9. The Applicant shall, to the extent possible, ensure that all external lighting associated with the operation of the SSI (excluding light rail vehicles) is mounted, screened and directed in such a manner so as not to create nuisance to residences. The lighting shall be the minimum level of illumination necessary and shall comply with AS 4282:1997 – *Control of the Obtrusive Effects of Outdoor Lighting* and relevant Australian Standards in the series AS/NZ 1158 – *Lighting for Roads and Public Spaces*.
- C10. The placement of CCTV cameras associated with the SSI shall be undertaken in consultation with the relevant public authority.

### **OPERATIONAL ENVIRONMENTAL MANAGEMENT**

- C11. Prior to the commencement of operation, or as otherwise agreed by the Secretary, the Applicant shall prepare and implement (following approval) an **Operation Environmental Management Plan** for the SSI. The Plan shall outline the environmental management practices and procedures that are to be followed during operation, and shall be prepared in consultation with relevant agencies and in accordance with the *Guideline for the Preparation of Environmental Management Plans* (Department of Infrastructure, Planning and Natural Resources, 2004). The Plan shall include, but not necessarily be limited to:
- (a) a description of activities to be undertaken during operation of the SSI (including staging and scheduling);
  - (b) statutory and other obligations that the Applicant is required to fulfil during operation, including approvals, consultations and agreements required from authorities and other stakeholders under key legislation and policies;
  - (c) overall environmental policies, guidelines and principles to be applied to the operation of the SSI;
  - (d) a description of the roles and responsibilities for relevant employees involved in the operation of the SSI, including relevant training and induction provisions for ensuring that employees are aware of their environmental and compliance obligations under these conditions of approval;
  - (e) an environmental risk analysis to identify the key environmental performance issues associated with the operation phase;
  - (f) details of how environmental performance would be managed and monitored to meet acceptable outcomes, including what actions will be taken to address identified potential adverse environmental impacts, including those safeguards and mitigation measures detailed in the documents listed under condition A1 (and any impacts arising from the staging of the construction of the SSI). In particular, the following environmental performance issues shall be addressed in the Plan:
    - (i) traffic and transport;
    - (ii) noise and vibration;
    - (iii) visual amenity and landscaping (including in relation to heritage);
    - (iv) climate change and energy use;
    - (v) surface water (including quality) and flooding (including emergency response planning);
    - (vi) soils and groundwater management and discharge;
    - (vii) waste and resource management; and
    - (viii) air quality.
  - (g) a **Special Events Plan** for the operation of the SSI, prepared in consultation with the relevant Council, Police, RMS, and relevant stakeholders including but not limited to the Returned Servicemen League, Entertainment Quarter, Sydney Cricket Ground, Sydney Football Stadium, Australian Turf Club, and the Centennial and Moore Park Trust, detailing the following:
    - (i) how light rail patrons would be managed to and from Moore Park and the Royal Randwick Racecourse site during special events;
    - (ii) a definition of what constitutes a special event, the need for crowd marshals on platforms and dedicated/additional services or extended vehicle configurations; and

- (iii) hours of operations and a protocol for the extension of these hours to cater for events that may finish outside normal hours.
- (h) an **Operational Noise and Vibration Management Plan** in consultation with relevant Councils, Health Infrastructure and UNSW to provide details of noise and vibration control measures to be implemented during operation that are sufficient to address the requirements of the *Rail Infrastructure Noise Guideline*, the *Industrial Noise Policy* and the *Road Noise Policy*. The Plan shall include, but not be limited to:
  - (i) identification of the appropriate operational noise criteria;
  - (ii) predicted noise levels at all affected residential, recreational, commercial, industrial and sensitive land uses;
  - (iii) location, type and timing of erection of permanent noise barriers and/or other noise mitigation measures demonstrating all reasonable and feasible noise mitigation;
  - (iv) specific physical and managerial measures for controlling noise, including potential wheel squeal;
  - (v) noise and vibration monitoring;
  - (vi) reporting and response procedures including the monitoring on surrounding roads which experience significantly increased traffic volumes as a result of the SSI and the assessment, examination and implementation of mitigation measures to reduce traffic noise impacts, as appropriate;
  - (vii) additional noise mitigation measures as negotiated with affected residents and other sensitive receivers; and
  - (viii) how post-operational vibration levels shall be maintained throughout the life of the SSI.
 The Plan shall be provided to the Secretary and made publicly available prior to operation.

## **OPERATIONAL PERFORMANCE**

### **Operational Noise and Vibration Review**

- C12. The Applicant shall, prior to construction for the Surry Hills precinct and the Randwick stabling facility and within six months of commencing construction for the remainder of the SSI, or as otherwise agreed by the Secretary, prepare and submit an **Operational Noise and Vibration Review** based on detailed design. The Review shall be prepared in consultation with the EPA and relevant Councils and shall:
- (a) identify specific noise and vibration criteria applicable to each component of the SSI;
  - (b) predict the operational noise and vibration levels at affected receivers;
  - (c) identify the proposed mitigation measures to be used to meet the applicable noise and vibration criteria;
  - (d) ensure uncertainties in the design process (e.g. engineering performance tolerances, modelling assumptions, transmission path assumptions etc) are identified and conservatively quantified; and
  - (e) include a consultation strategy with directly affected receivers on mitigation measures.
- Where the noise and vibration criteria cannot be achieved, the assessment shall present an analysis of reasonable and feasible noise and vibration mitigation measures, and the 'best practice' achievable noise and vibration outcome for each component of the SSI.

The Review is to be independently verified by a noise and vibration expert, approved by the Secretary. The scope of the verification exercise undertaken by the noise and vibration expert is to be developed by the Applicant in consultation with the EPA and relevant Councils. The Applicant shall implement the Review prior to operation and make it publicly available.

### **Operational Noise and Vibration Compliance Monitoring**

- C13. The Applicant shall undertake noise and vibration monitoring to assess the adequacy of the rail, traffic and stationary sources and the adequacy of noise mitigation measures to demonstrate compliance with the predictions of the noise assessment referred to in the Operational Noise and Vibration Review required by condition C12. This shall be developed in consultation with the EPA and relevant Councils and be undertaken within three months of the commencement of operation of the SSI, or as otherwise agreed by the Secretary.

A **Noise and Vibration Compliance Assessment Report** providing the results of the monitoring shall be submitted to the Secretary and relevant Councils within 28 days of its completion. The report shall provide an assessment of compliance with conditions C1 to C4 of this approval and details of any complaints received relating to operational noise and vibration impacts. If the report indicates an exceedance of the noise and vibration criteria identified in the Operational Noise and Vibration Review, the Applicant shall implement further reasonable and feasible measures to mitigate these exceedances in consultation with affected property owners and/or occupiers.

### **Maintenance**

- C14. The ongoing maintenance and operation costs of urban design and landscaping items and works implemented as part of this approval shall remain the Applicant's responsibility until satisfactory arrangements have been put in place for the transfer of the asset to the relevant authority. Prior to the transfer of assets, the Applicant will maintain items and works to the design standards established in the Stop Access and Design Plan, including the engagement of a landscape specialist and the removal of graffiti within performance standards specified in the Stop Access and Design Plan and condition B50.

#### **Operational Traffic, Transport and Access Performance Review**

C15. The Applicant shall prepare an **Operational Traffic, Transport and Access Performance Review** in consultation with RMS. The monitoring and review shall be undertaken at twelve months and 5 years after the commencement of operation of the SSI, or as otherwise agreed by the Secretary. The assessment shall include, but not necessarily be limited to:

- (a) A traffic, transport and access assessment, to assess compliance with the conditions of approval;
- (b) Consideration of the outcomes of the SCCAS, including changes to bus network and infrastructure associated with the SSI;
- (c) Results of monitoring and performance of the pedestrian zones;
- (d) Details of any complaints received relating to traffic, transport and access impacts;
- (e) An assessment of the performance and effectiveness of the traffic, transport and access management and mitigation measures;
- (f) Reporting against the framework for improving traffic performance;
- (g) Identification, if required, of further traffic, transport and access mitigation measures to meet the objectives identified in the NMP; and
- (h) An assessment of the adequacy of the parking provision and management strategies.

A Traffic, Transport and Access report providing the results of the assessment shall be submitted to the Secretary and the RMS within 60 days of its completion and made publicly available. If the assessment indicates ongoing traffic, transport and access issues attributable to the SSI, via level of service, queue lengths, road safety, and other relevant parameters of performance, the Applicant shall implement further reasonable and feasible measures to mitigate these impacts in consultation with the RMS.

#### **Operational Performance Audit**

C16. Within twelve months of the completion of construction of the SSI, unless the Secretary directs otherwise, the Applicant shall commission and pay the full cost of an Independent Environmental Audit of the SSI. The audit report shall be submitted to the Secretary within one month of its completion, unless otherwise agreed by the Secretary and must:

- (a) Be conducted by a suitably qualified, experienced and independent person or team of experts whose appointment has been endorsed by the Secretary;
- (b) assess the operational performance of the SSI against the aims and objectives for the project specified in the documents referred to under condition A1 of this approval;
- (c) assess the environmental performance of the SSI against the predictions made and conclusions drawn in the documents referred to under condition A1 of this approval;
- (d) assess compliance with the requirements of this approval, and other licences and approvals that apply to the SSI;
- (e) review the effectiveness of the environmental management of the SSI, including any environmental impact mitigation works; and
- (f) review the adequacy of any strategy/plan/program required under this approval; and if necessary recommend measures or actions to improve the environmental performance of the SSI, and/or any strategy/plan/program required under this approval.

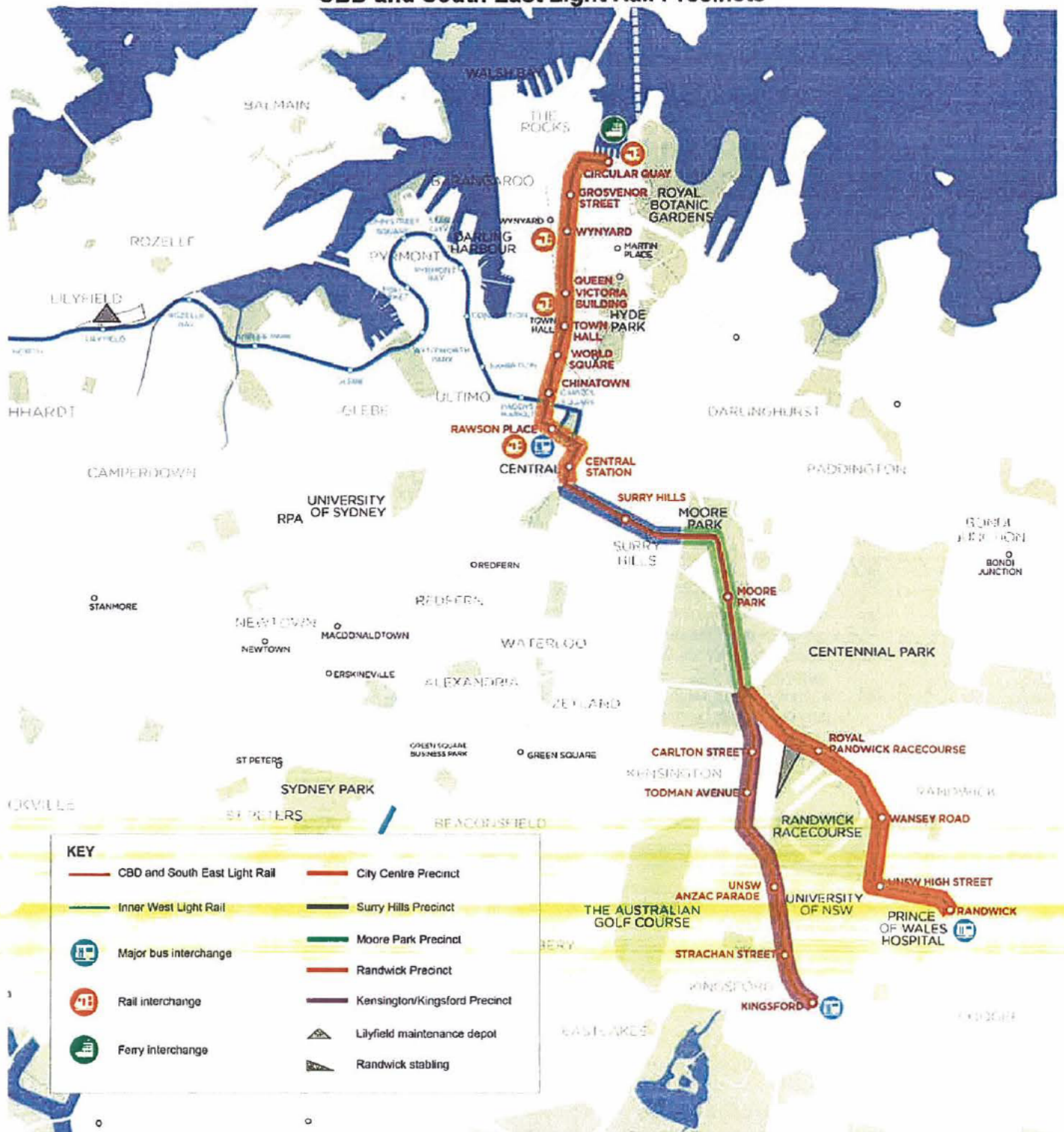
#### **INCIDENT REPORTING**

C17. The Applicant shall notify the Secretary of an operational incident with significant impacts on people or the bio-physical environment within 48 hours of becoming aware of the incident. The Applicant shall provide full written details of the incident to the Secretary within seven days of the date on which the incident occurred. This is in addition to the requirements of section 148 of the *Protection of the Environment Operations Act, 1997*.

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## Appendix 1 CBD and South East Light Rail Precincts



**Schedule B8**  
**Managing Contractor Collateral Warranty**

(Clause 15.3(a))

---

## Part V. OpCo Collateral Warranty

---

(Clauses 1.1 and 2.8)

Deed Poll made at Sydney on ....., 2014

**By:** The person described in item 1 of the schedule to this deed poll  
(Managing Contractor)

**In favour of:** The person described in item 2 of the schedule to this deed poll  
(OpCo)

### Recitals

- A. Transport for NSW ABN 18 804 239 602 (**TfNSW**) and *OpCo* have entered, or will enter, into the project deed described in item 3 of the schedule to this deed poll (**Project Deed**).
- B. TfNSW and the *Managing Contractor* have entered into the document titled "Sydney Light Rail (SLR-MC-01) Managing Contractor Contract" dated [*insert*] 2014 (**Managing Contractor Contract**) under which the *Managing Contractor* may be required to design, construct and handover various works as described in item 4 of the schedule to this deed poll (**Specified Works**).
- C. The *Managing Contractor* has agreed under the *Managing Contractor Contract* to provide this deed poll to *OpCo* in respect of the *Specified Works*.

### This deed poll provides:

1. The *Managing Contractor* represents and warrants to *OpCo* that the *Specified Works* will be to the quality and standard stipulated by, and otherwise comply with the requirements of, the *Managing Contractor Contract*.
2. At any time and from time to time during the period specified in item 5 of the schedule to this deed poll, *OpCo* may give notice to the *Managing Contractor* requiring the *Managing Contractor* to rectify any breach of clause 1. The notice may set out the time within which the breach must be rectified (which period must be reasonable having regard to the nature and extent of the defect).
3. Following receipt of a notice under clause 2, the *Managing Contractor* must rectify the breach at its sole cost within the time period stated in the notice under clause 2 (or if no period is stated, within a reasonable period).
4. If the *Managing Contractor* does not comply with clause 3 then:
  - (a) *OpCo* may rectify the breach or arrange for others to do so; and



- (b) all costs and expenses suffered or incurred by *OpCo* to the extent necessary to rectify the breach will be a debt due and owing from the *Managing Contractor* to *OpCo*.
5. Clauses 2, 3 and 4 are:
- (a) *OpCo's* sole entitlements and remedies against the *Managing Contractor* for a breach by the *Managing Contractor* of clause 1; and
- (b) the limit of the *Managing Contractor's* liability to *OpCo* for a breach of clause 1.
6. The *Managing Contractor* acknowledges and agrees that:
- (a) this deed poll is for the benefit of *OpCo*;
- (b) this document operates as a deed poll and is enforceable against the *Managing Contractor* in accordance with its terms by *OpCo*, even though *OpCo* is not a party to this deed poll; and
- (c) this deed poll may not be revoked or otherwise modified by the *Managing Contractor* without the prior written consent of *OpCo*.
7. Nothing contained in this deed poll is intended to nor will render the *Managing Contractor* in any way liable to *OpCo* in relation to any matters arising out of the *Project Deed*.
8. *OpCo* may, at any time, assign (in whole or in part) or otherwise deal with its rights under this deed poll without the consent of the *Managing Contractor*.
9. This deed poll is governed by the laws of New South Wales.

### Schedule

Item 1:	Name and ABN of the Managing Contractor	[To be inserted following selection of successful Tenderer for the Managing Contractor Contract]
Item 2:	OpCo	[INSERT]
Item 3:	Project Deed (Recital A)	The document titled "Sydney Light Rail Project Deed" dated [insert] 2014 which relates (among other things) to the finance, design, construction, operation and maintenance of the Sydney Light Rail

---

Item 4:	Specified Works (Recital B)	All Works (as that term is defined in the <i>Managing Contractor Contract</i> )
Item 5:	Period for issue of notice (Clause 2)	At any time during the Defects Liability Period (as that term is defined in the <i>Managing Contractor Contract</i> ) applicable to the <i>Specified Works</i>

Executed as a deed poll.

Executed by [Name and ABN to be inserted  
following selection of successful Tenderer  
for the Managing Contractor Contract]  
by or in the presence of:

---

Signature of Director

---

Signature of Secretary/other Director

---

Name of Director in full

---

Name of Secretary/other Director in full

**Schedule B9**  
**Occupation Fee Schedule**

(Clause 12.3)

1. **DRAWINGS**

Drawings of each Fee Area and Fee Zone are set out in Appendix 1 of this Schedule B9 (*Occupation Fee Schedule*).

2. **DAILY FEES AND FEE AREAS**

For the avoidance of doubt:

- (a) in all Fee Areas, occupation of a Type A Fee Zone will include occupation of the corresponding Type B Fee Zone;
- (b) if OpCo exceeds the Base Fee Zone Occupation Period for a Type A Fee Zone, OpCo will only be liable for the Daily Fee for that Type A Fee Zone (and not the sum of the Daily Fee for that Type A Fee Zone and the Daily Fee for that Type B Fee Zone);
- (c) if OpCo vacates a Type A Fee Zone, OpCo may continue to occupy only the Type B Fee Zone portion of the relevant Fee Area;
- (d) if OpCo remains in a Type B Fee Zone and exceeds the Base Fee Zone Occupation Period for that Type B Fee Zone, OpCo will be liable for the Daily Fee for that Type B Fee Zone;
- (e) as per the drawings in Appendix 1 of this Schedule B9 (*Occupation Fee Schedule*) the unshaded areas delineate intersections and Stops which are excluded from the Type A Fee Zones and Type B Fee Zones; and
- (f) in Fee Area 20 and Fee Area 27, due to the nature of the location (ie Moore Park West and Randwick Terminus) there is no Type B Fee Zone for that Fee Area.



3. TABLE

Fee Area	Location	Fee Zone	Fee Type	Description	Daily Fee (\$ per day)	Base Fee Zone Occupation Period (in calendar days)
1	Circular Quay, East of George Street	1A	A	Public space and roadway	██████	██
		1B	B	Light Rail Corridor	██████	██
2	George Street, from Grosvenor Street to Alfred Street	2A	A	Public space and roadway	██████	██
		2B	B	Light Rail Corridor	██████	██
3	George Street between Bridge Street and Margaret Street	3A	A	Public space and roadway	██████	██
		3B	B	Light Rail Corridor	██████	██
4	George Street between Hunter Street and King Street	4A	A	Public space and roadway	██████	██
		4B	B	Light Rail Corridor	██████	██
5	George Street between King Street and Market Street	5A	A	Public space	██████	██
		5B	B	Light Rail Corridor	██████	██
6	George Street between Market Street and Park Street	6A	A	Public space	██████	██
		6B	B	Light Rail Corridor	██████	██
7	George Street between Park Street and Bathurst Street	7A	A	Public space	██████	██
		7B	B	Light Rail Corridor	██████	██
8	George Street between Bathurst Street and Liverpool Street	8A	A	Public space and roadway	██████	██
		8B	B	Light Rail Corridor	██████	██

Fee Area	Location	Fee Zone	Fee Type	Description	Daily Fee (\$ per day)	Base Fee Zone Occupation Period (in calendar days)
9	George Street between Liverpool Street and Goulburn Street	9A	A	Public space and roadway	██████	██
		9B	B	Light Rail Corridor	██████	█
10	George Street between Goulburn Street and Hay Street	10A	A	Public space and roadway	██████	██
		10B	B	Light Rail Corridor	██████	█
11	George Street between Hay Street and Rawson Place	11A	A	Public space and roadway	██████	██
		10B	B	Light Rail Corridor	██████	█
12	Rawson Place between George Street and Pitt Street	12A	A	Public space	██████	██
		12B	B	Public space	██████	█
13	Eddy Avenue between Pitt Street and Elizabeth Street	13A	A	Public space	██████	██
		13B	B	Light Rail Corridor	██████	█
14	Chalmers Street between Elizabeth Street and Devonshire Street	14A	A	Public space and roadway	██████	██
		14B	B	Light Rail Corridor	██████	█
15	Devonshire Street between Chalmers Street and Elizabeth Street	15A	A	Public space and roadway	██████	██
		15 B	B	Light Rail Corridor	██████	█
16	Devonshire Street between Elizabeth Street and Waterloo Street	16A	A	Public space and roadway	██████	██
		16B	B	Light Rail Corridor	██████	█
17	Devonshire Street Between Waterloo	17A	A	Public space and roadway	██████	██

Fee Area	Location	Fee Zone	Fee Type	Description	Daily Fee (\$ per day)	Base Fee Zone Occupation Period (in calendar days)
	Street and Crown Street	17B	B	Light Rail Corridor	██████	█
18	Devonshire Street between Crown Street and Bourke Street	18A	A	Public space and roadway	██████	██
		18B	B	Light Rail Corridor	██████	█
19	Light Rail Corridor between Bourke Street and South Dowling Street	19A	A	Public space and roadway	██████	██
		19B	B	Light Rail Corridor	██████	█
20	Light Rail Corridor between Eastern Distributor and Anzac Parade	20A	A	Public Space	██████	Double occupancy ██ and █
21	Light Rail Corridor between Anzac Parade and Lang Road	21A	A	Public space	██████	██
		21B	B	Light Rail Corridor	██████	█
22.1	Light Rail Corridor between Lang Road and Alison Road (Moore Park / BUSWAY)	22.1A	A	Public space, roadway and bus way	██████	██
		22.2B	B	Public space, roadway and bus way	██████	█
22.2	Light Rail Corridor between Lang Road and Alison Road (ANZAC PDE)	22A	A	Public space, roadway and bus way	██████	██
		22B	B	Light Rail Corridor	██████	█
23	Alison Road between Anzac Parade and Doncaster Avenue	23A	A	Public space	██████	██
		23B	B	Light Rail Corridor	██████	█
24	Alison Road between Doncaster Avenue and Wansey Road	24A	A	Public space and shared pathway	██████	██

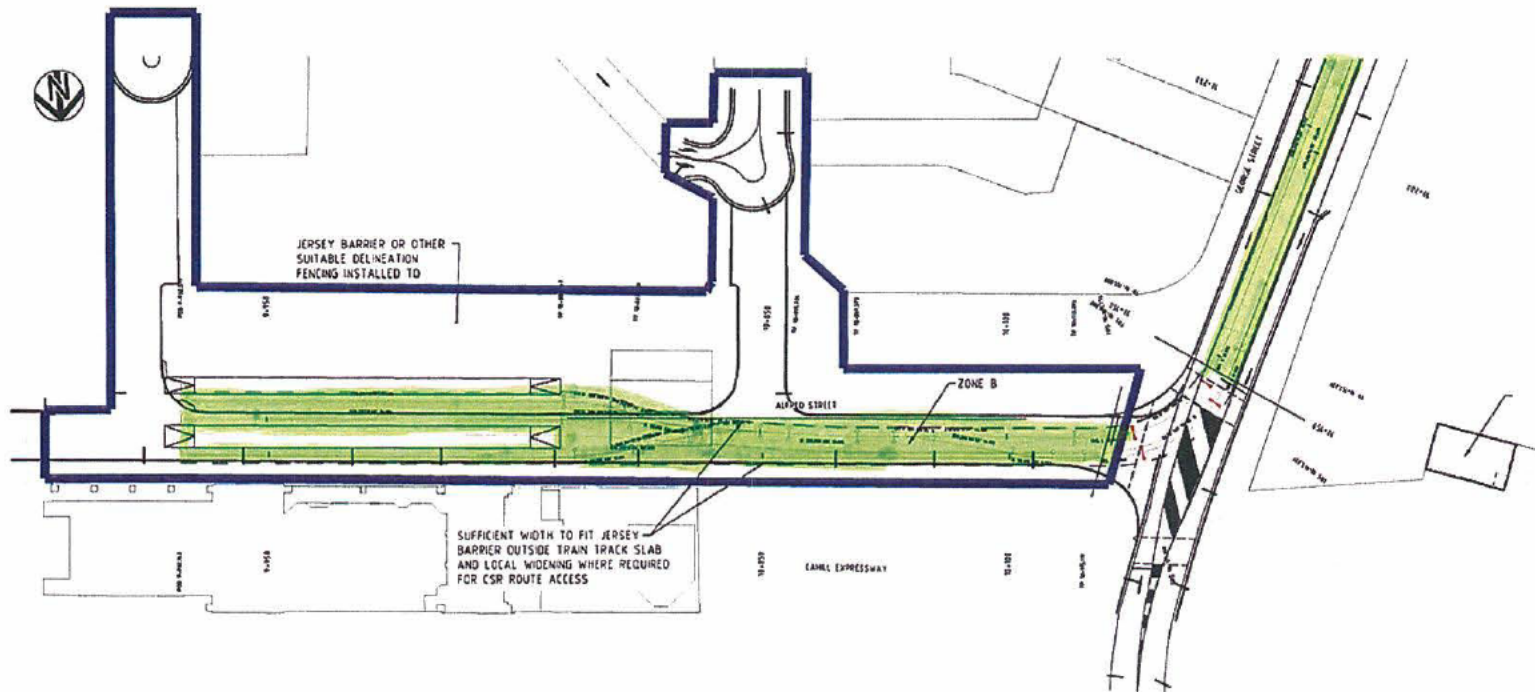
Fee Area	Location	Fee Zone	Fee Type	Description	Daily Fee (\$ per day)	Base Fee Zone Occupation Period (in calendar days)
	(large area required in Zone A)	24B	B	Light Rail Corridor	██████	█
25	Wansey Road Between Alison Avenue and High Street	25A	A	Public space, roadway and shared pathway	██████	██
		25B	B	Light Rail Corridor	██████	█
26	High Street from Wansey Road to Avoca Street	26A	A	Public space, roadway and shared corridor	██████	██
		26B	B	Non-shared Light Rail Corridor	██████	██
27	High Cross Park (Randwick Stop)	27A	A	Public space and roadway	██████	█
28	Anzac Parade between Dacey Avenue and Todman Avenue	28A	A	Public space and roadway	██████	██
		28B	B	Light Rail Corridor	██████	██
29	Anzac Parade between Todman Avenue and High Street	29A	A	Public space and roadway	██████	██
		29B	B	Light Rail Corridor	██████	██
30	Anzac Parade between High Street and Rainbow Street	30A	A	Public space and roadway	██████	██
		30B	B	Light Rail Corridor	██████	██
31	Anzac Parade South of Rainbow Street	31A	A	Public space and roadway	██████	██
		31B	B	Light Rail area plus Median	██████	██

## Appendix 1

### Fee Areas and Fee Zones

- (a) This Appendix 1 (*Fee Areas and Fee Zones*) contains Drawing No. SLR-CSY-DWG-CI-0100 (Rev A) (**Fee Area and Fee Zone Drawings**) which shows each Fee Area and the Type A Fee Zone and Type B Fee Zone within the Fee Area.
- (b) In the Fee Area and Fee Zone drawings:
  - (i) a reference to "Zone A" is a reference to a Type A Fee Zone; and
  - (ii) a reference to "Zone B" is a reference to a Type B Fee Zone.
- (c) In relation to each Type A Fee Zone:
  - (i) the Type A Fee Zone comprises the whole of the area of the Sections defined on the relevant Fee Area and Fee Zone drawings sheet;
  - (ii) the boundary is shown indicatively in the Fee Area and Fee Zone drawings as a thin blue line; and
  - (iii) the boundaries of the Sections are defined in SPR Appendix 2 (*Construction Site*).
- (d) In relation to each Type B Fee Zone:
  - (i) the Type B Fee Zone comprises the Permanent Light Rail Corridor plus a reasonable allowance to place barriers or delineation on either side of the Type B Fee Zone to provide a safe working environment;
  - (ii) the area shown is indicatively only and hashed green in the drawings; and
  - (iii) Stops, substations and other remote areas are not part of a Type B Fee Zone.

**FEE AREA 1**



**Fee Area 1 - Zone A is defined by:**  
 PS-CB01  
 PS-CB01-A1  
 PS-CB01-A2

**LEGEND**  
 ZONE B

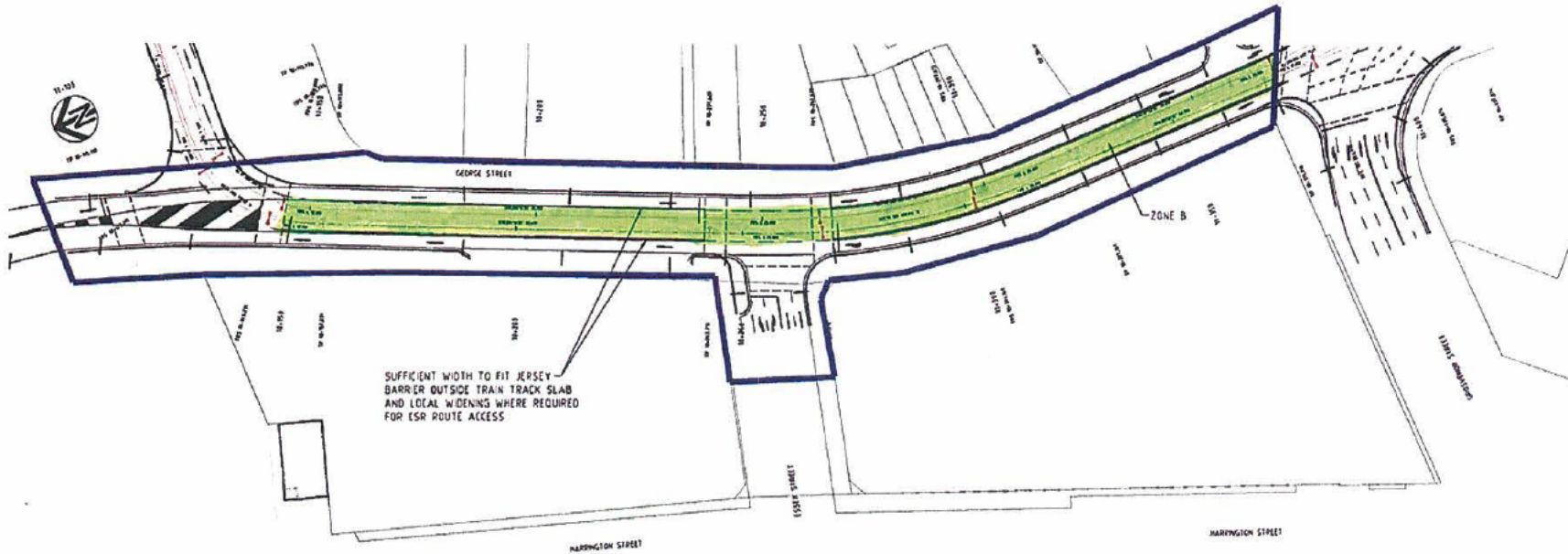
**OCCUPATION FEE AREAS**

**CONCEPT DESIGN**

 SCALE 1:500 AT ORIGINAL SIZE		Client  <b>Transport for NSW</b>	DO NOT SCALE 	Drawn: ABR Design Check: D MARTIN Approved: A COLLIE Date: 04/07/2014 Scale: 1:500	Designer: V GANNON Design Check: V GANNON Project Name: SYDNEY LIGHT RAIL EASTERN EXTENSION SPECIALIST QUANTITY TAKEOFF ALIGNMENT PLAN ROUTE A - ZONE B WORK SHEET 1 OF 19 Drawing No: SLR-CSY-DWG-CI-0100 Rev: A
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**FEE AREA 2**



**Fee Area 2 - Zone A is defined by:**  
 PS-CB29  
 PS-CB30  
 PS-CB30-A1  
 PS-CB31

**LEGEND**  
 ZONE B

**OCCUPATION FEE AREAS**

**CONCEPT DESIGN**

<p>1. ELECTRONIC DWG FILE</p>		<p>2. APPROVAL</p>		<p>3. DESIGN</p>		<p>4. CHECK</p>		<p>5. APPROVED</p>		<p>6. DATE</p>		<p>7. DRAWING NO.</p>		<p>8. REV.</p>	



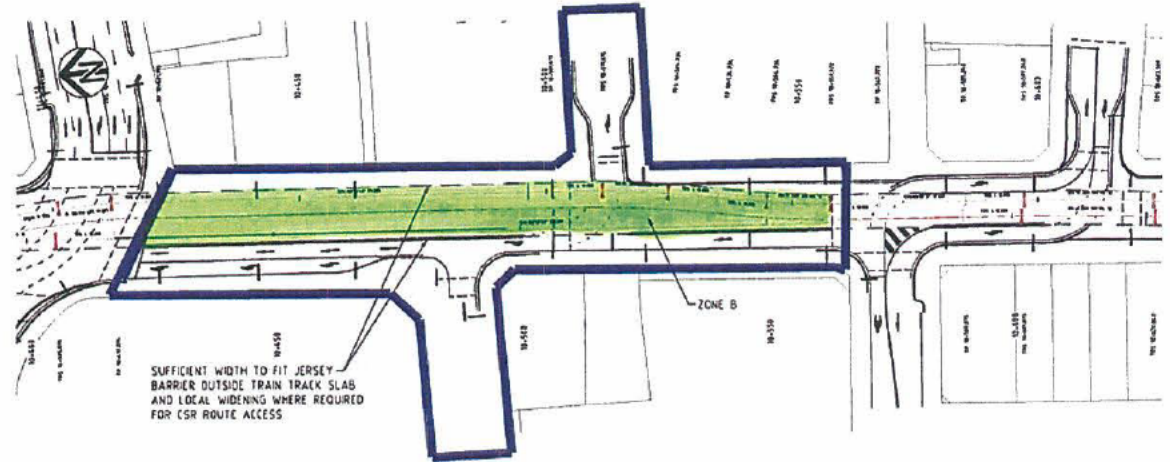
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Drawn	ADK	Designer	AJZ/PAH
Drawing Check	DSM/TH	Design Check	GLM/TZN
Approved	ALC/LLS		
Date	24/07/2014		
Scale	1:500		

**SYDNEY LIGHT RAIL EASTERN EXTENSION**  
 SPECIAL DUTY TO HARRINGTON  
 ALIGNMENT PLAN - ALFRED TO GROSVENOR  
 ROUTE A - ZONE B WORK  
 SHEET 1 OF 11

Project No: SLR-CSY-DWG-CI-0100  
 Drawing No: SLR-CSY-DWG-CI-0100  
 Rev: A

**FEE AREA 3**



**Fee Area 3 - Zone A is defined by:**  
PS-CB03

**LEGEND**  
 ZONE B

**OCCUPATION FEE AREAS**

**CONCEPT DESIGN**

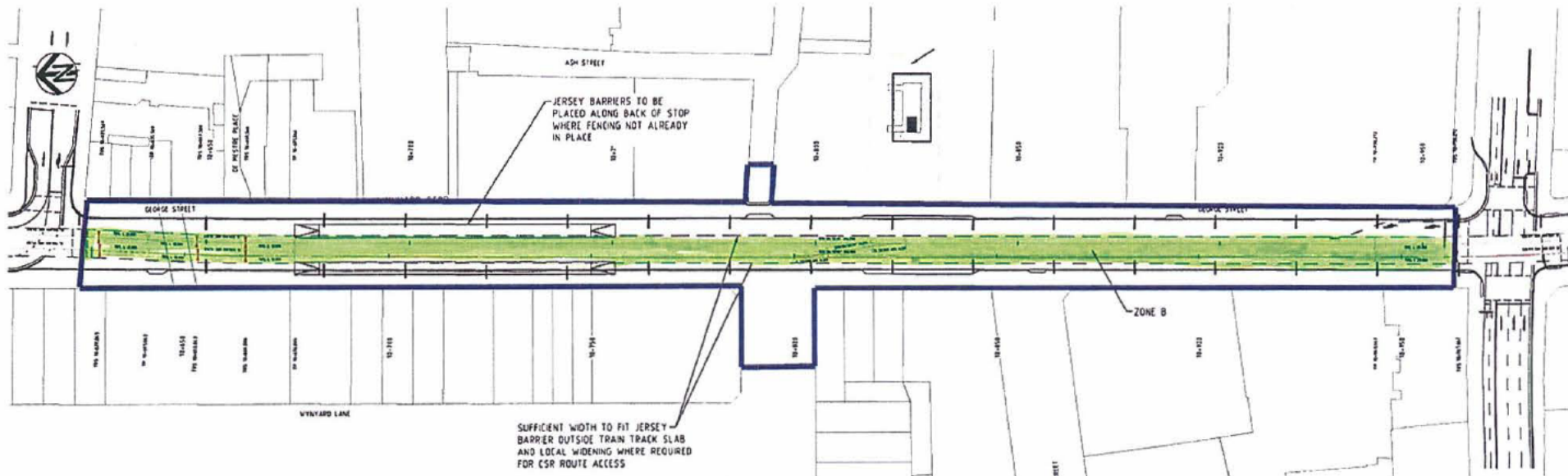
No.	Revision	Date	By	Appr.	Desc.



<b>DO NOT SCALE</b>			
Drawn	ASB	Designer	ASB/FAN
Checked	DSM/TH	Design	GAR/TOW
Approved	ACCOLLO		
Date	04/07/2014		
Scale	1:500	This Drawing must not be used for construction unless agreed in writing.	

<b>SYDNEY LIGHT RAIL EASTERN EXTENSION</b>	
SPECIALIST QUARTERS	
ALIGNMENT PLAN - GROSVENDOR TO MARGRET	
ROUTE A - ZONE B WORKS	
SHEET 1 OF 19	
Revision	A1
Drawing No:	SLR-CSY-DWG-CI-0100
Rev:	A

**FEE AREA 4**



**Fee Area 4 - Zone A is defined by:**  
PS-CB05

**LEGEND**  
 ZONE B

**OCCUPATION FEE AREAS**

**CONCEPT DESIGN**





Client



**Transport for NSW**

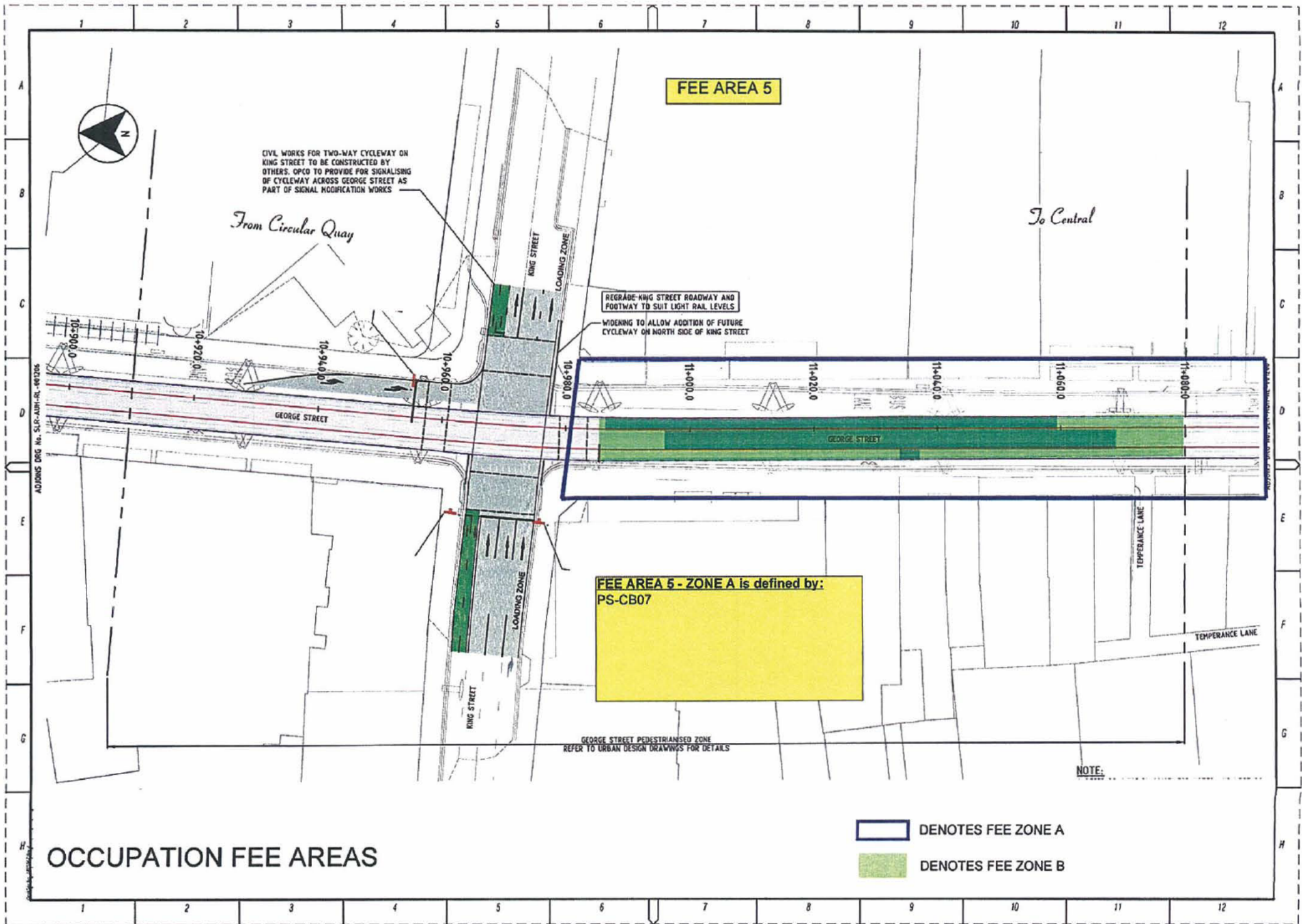
**DO NOT SCALE**



Drawn	A.BH	Designer	A.B.PAN
Drafting Check	D.S.M.T.G.	Design Check	G.MORTON
Approved	A.GOLLS	Date	04/07/2014
Scale	1:1000	This Drawing must not be used for Construction unless signed as approved.	

<b>SYDNEY LIGHT RAIL EASTERN EXTENSION</b>	
SPECIAL DRAFT TO BARRIERS	
ALIGNMENT PLAN - HUNTER TO KING	
ROUTE A - ZONE B & C WORKS	
SHEET 1 OF 17	
Drawn Size	<b>A1</b>
Drawing No:	<b>SLR-CSY-DWG-CI-0100</b>
Rev:	<b>A</b>





**FEE AREA 5**

CIVIL WORKS FOR TWO-WAY CYCLEWAY ON KING STREET TO BE CONSTRUCTED BY OTHERS. CPIC TO PROVIDE FOR SIGNALISING OF CYCLEWAY ACROSS GEORGE STREET AS PART OF SIGNAL MODIFICATION WORKS

*From Circular Quay*

*To Central*

REGRADE KING STREET ROADWAY AND FOOTWAY TO SUIT LIGHT RAIL LEVELS

WIDENING TO ALLOW ADDITION OF FUTURE CYCLEWAY ON NORTH SIDE OF KING STREET

**FEE AREA 5 - ZONE A is defined by:**  
PS-CB07

GEORGE STREET PEDESTRIANISED ZONE  
REFER TO URBAN DESIGN DRAWINGS FOR DETAILS

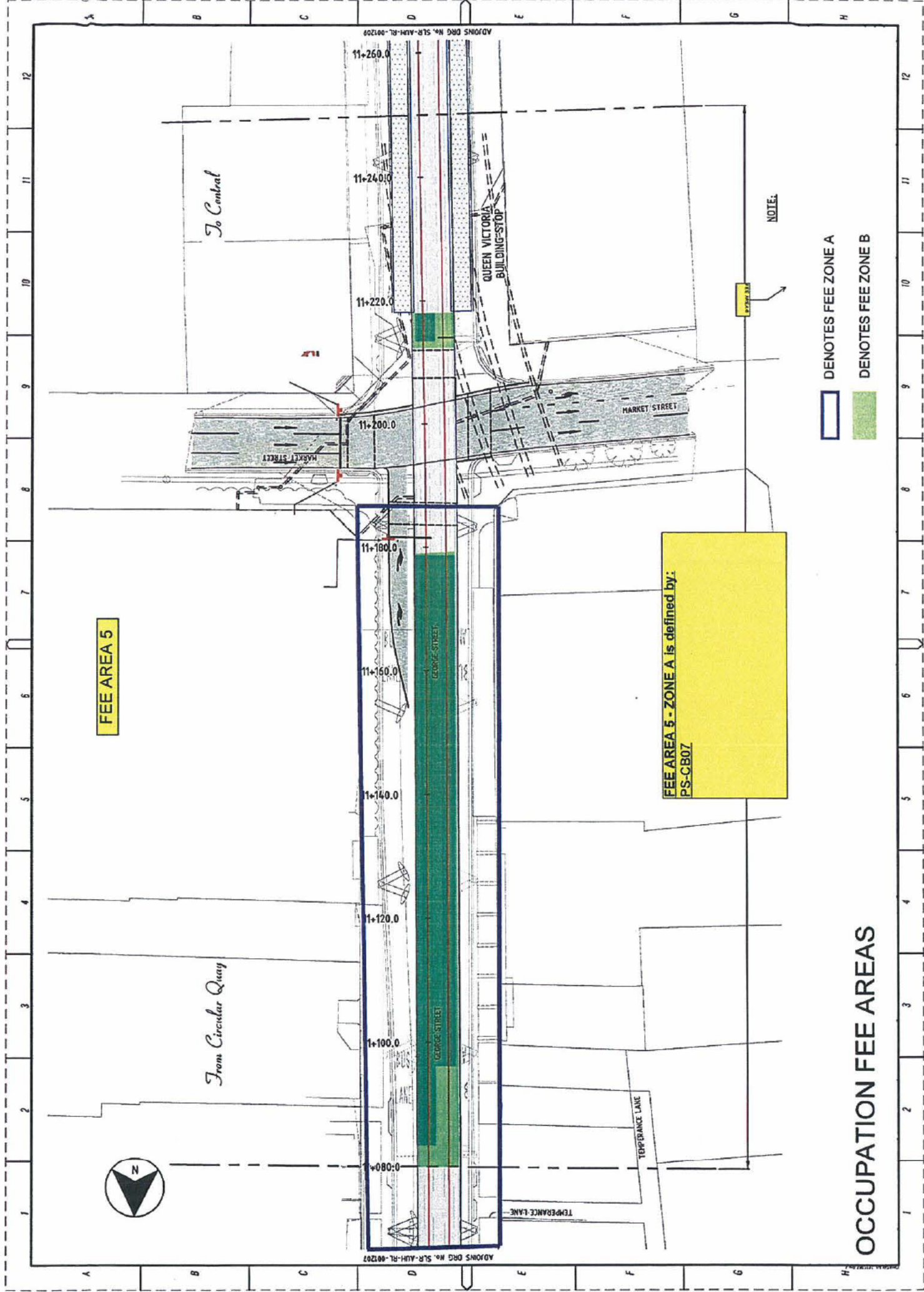
NOTE:

- DENOTES FEE ZONE A
- DENOTES FEE ZONE B

**OCCUPATION FEE AREAS**

ADJOINS DRG NO. SLR-AMH-RL-00202

ADJOINS DRG NO. SLR-AMH-RL-00202



FEE AREA 5

FEE AREA 5 - ZONE A is defined by:  
PS-CB07

DENOTES FEE ZONE A  
 DENOTES FEE ZONE B

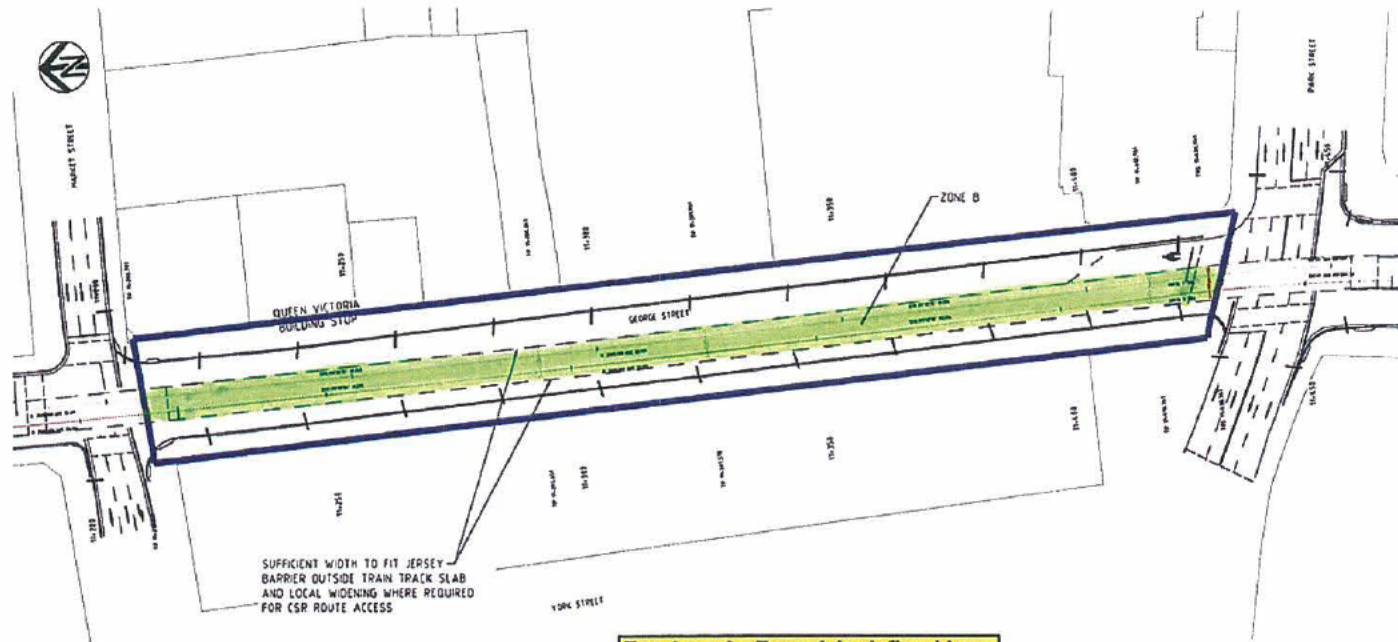
# OCCUPATION FEE AREAS



NOTE:



**FEE AREA 6**



**Fee Area 6 - Zone A is defined by:  
PS-CB09**

**LEGEND**  
 ZONE B

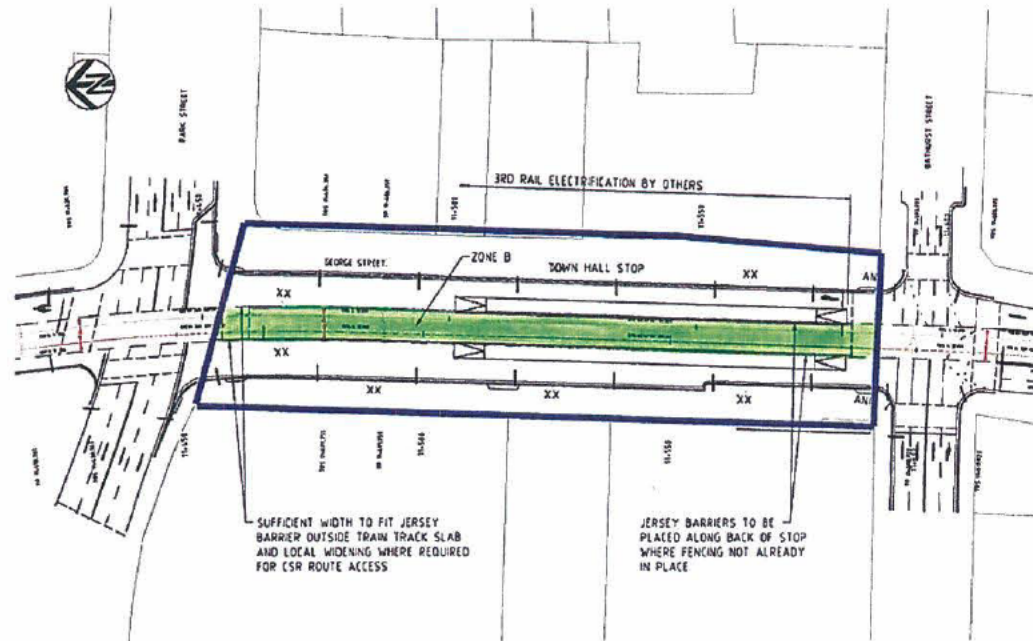
**OCCUPATION FEE AREAS**

**CONCEPT DESIGN**

				<p><b>DO NOT SCALE</b></p>	<table border="1"> <tr> <td>Drawn</td> <td>ABE</td> <td>Designer</td> <td>AJZ/VAH</td> </tr> <tr> <td>Drawing Check</td> <td>DSM/TM</td> <td>Design Check</td> <td>SMO/TM</td> </tr> <tr> <td>Approved</td> <td>AC/CLG</td> <td>Date</td> <td>04/07/2014</td> </tr> <tr> <td>Scale</td> <td>1:1000</td> <td colspan="2">This drawing must not be used for the construction of the project as shown.</td> </tr> </table>	Drawn	ABE	Designer	AJZ/VAH	Drawing Check	DSM/TM	Design Check	SMO/TM	Approved	AC/CLG	Date	04/07/2014	Scale	1:1000	This drawing must not be used for the construction of the project as shown.		<p><b>SYDNEY LIGHT RAIL EASTERN EXTENSION</b>          SPECIALIST QUARTERS          ALIGNMENT PLAN - MARKET TO PARK          ROUTE A - ZONE B WORKS          SHEET 1 OF 19</p> <p>Order No: <b>A1</b> Drawing No: <b>SLR-CSY-DWG-CI-0100</b> Rev: <b>A</b></p>
Drawn	ABE	Designer	AJZ/VAH																			
Drawing Check	DSM/TM	Design Check	SMO/TM																			
Approved	AC/CLG	Date	04/07/2014																			
Scale	1:1000	This drawing must not be used for the construction of the project as shown.																				
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1	BAIG FOR 2/20/17/2014	IN	LW/PTM	04/07/14																		
NO	Revisions	Date	By	Drawn																		



**FEE AREA 7**



**Fee Area 7 - Zone A is defined by:**  
**PS-CB11**

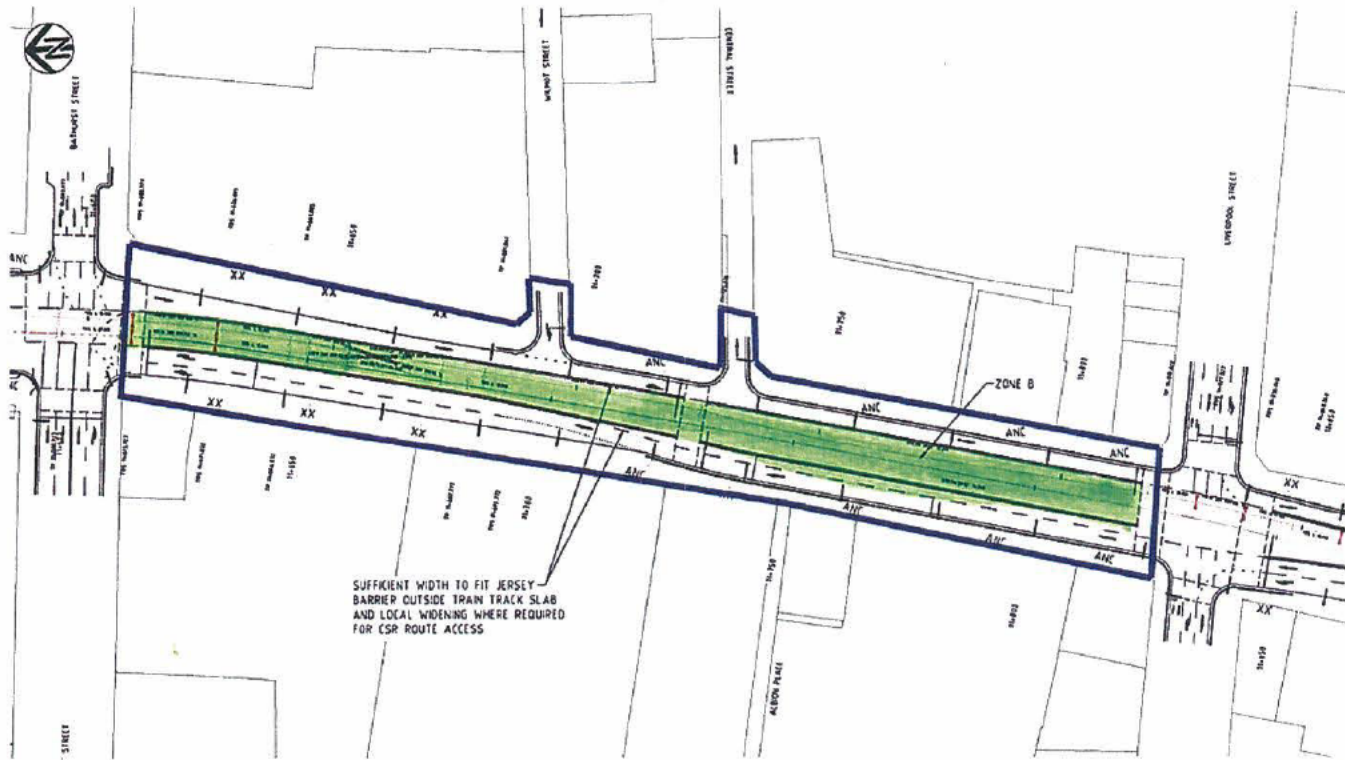
**LEGEND**  
 ZONE B

**OCCUPATION FEE AREAS**

**CONCEPT DESIGN**

					Drawn: A.BK Designing: A.BK Checked: D.S.M. Approved: A.COLLIS Date: 04/07/2014 Scale: 1:1000	Designer: A.BK Design: G.MATON Checked: A.COLLIS Date: 04/07/2014 This Drawing must be used for Construction or other project as approved.	SYDNEY LIGHT RAIL EASTERN EXTENSION GEORGE STREET TO BATHURST ALIGNMENT PLAN - PARK TO BATHURST ROUTE A - ZONE B WORKS SHEET 1 OF 33	Drawing No: SLR-CSY-DWG-CI-0100 Rev: A
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**FEE AREA 8**



**Fee Area 8 - Zone A is defined by:  
PS-CB13**

**LEGEND**  
 ZONE B

**OCCUPATION FEE AREAS**

**CONCEPT DESIGN**

1	ISSUED FOR TENDER	26	13/07/14	010 107 1
2	REVISED	27	13/07/14	010 107 1
3	REVISED	28	13/07/14	010 107 1
4	REVISED	29	13/07/14	010 107 1
5	REVISED	30	13/07/14	010 107 1



Client

**Transport for NSW**

**DO NOT SCALE**

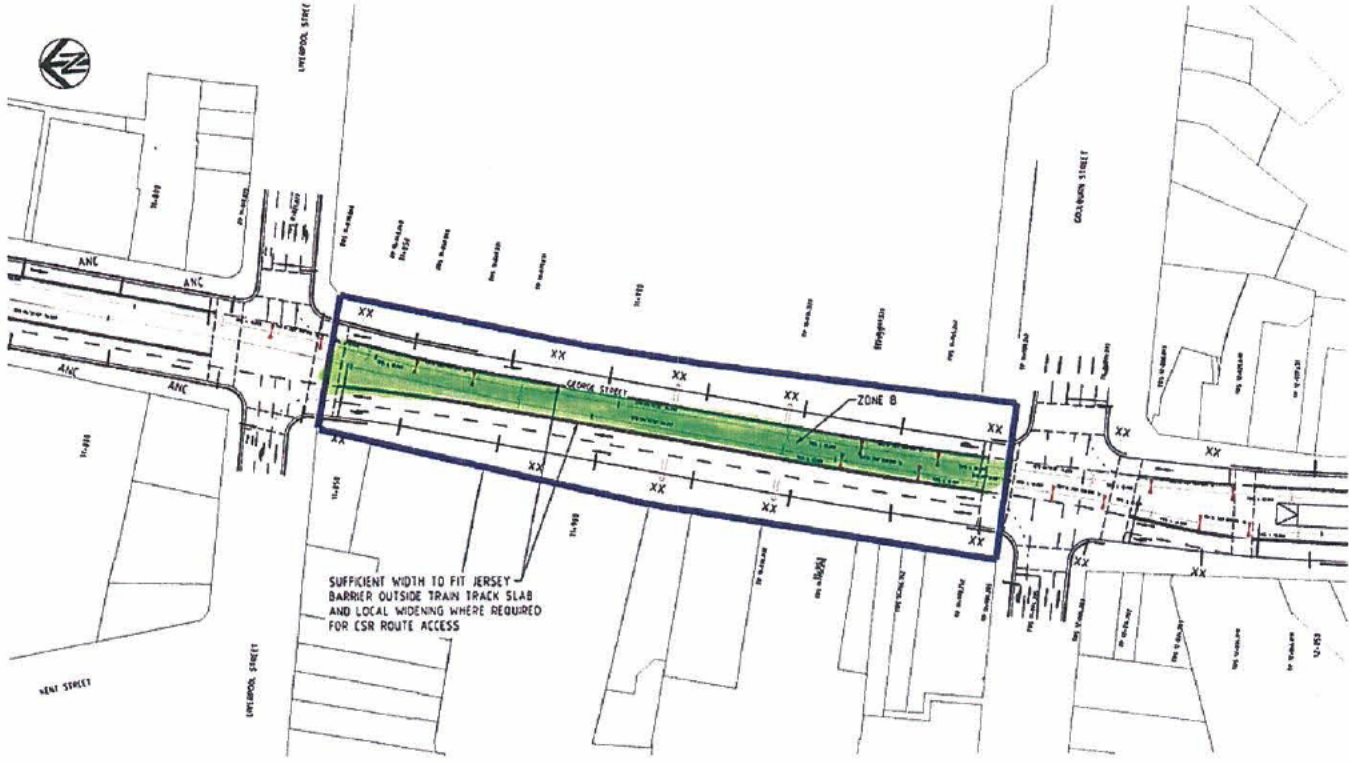
Drawn: A.SM  
 Drafting: D.SMITH  
 Approved: A.COLLIS  
 Date: 04/07/2014  
 Scale: 1:1000

Designer: A.SM  
 Design Check: S.MORTON

**SYDNEY LIGHT RAIL EASTERN EXTENSION**  
 CONCRETE SLAB TO PARADES  
 ALIGNMENT PLAN - BATHURST TO LIVERPOOL  
 ROUTE A - ZONE B WORKS  
 SHEET 1 OF 11

Drawn: A1  
 Drawing No: SLR-CSY-DWG-CI-0100  
 Rev: A

**FEE AREA 9**



**Fee Area 9 - Zone A is defined by:  
PS-CB15**

**LEGEND**  
 ZONE B

**OCCUPATION FEE AREAS**

**CONCEPT DESIGN**




**DO NOT SCALE**

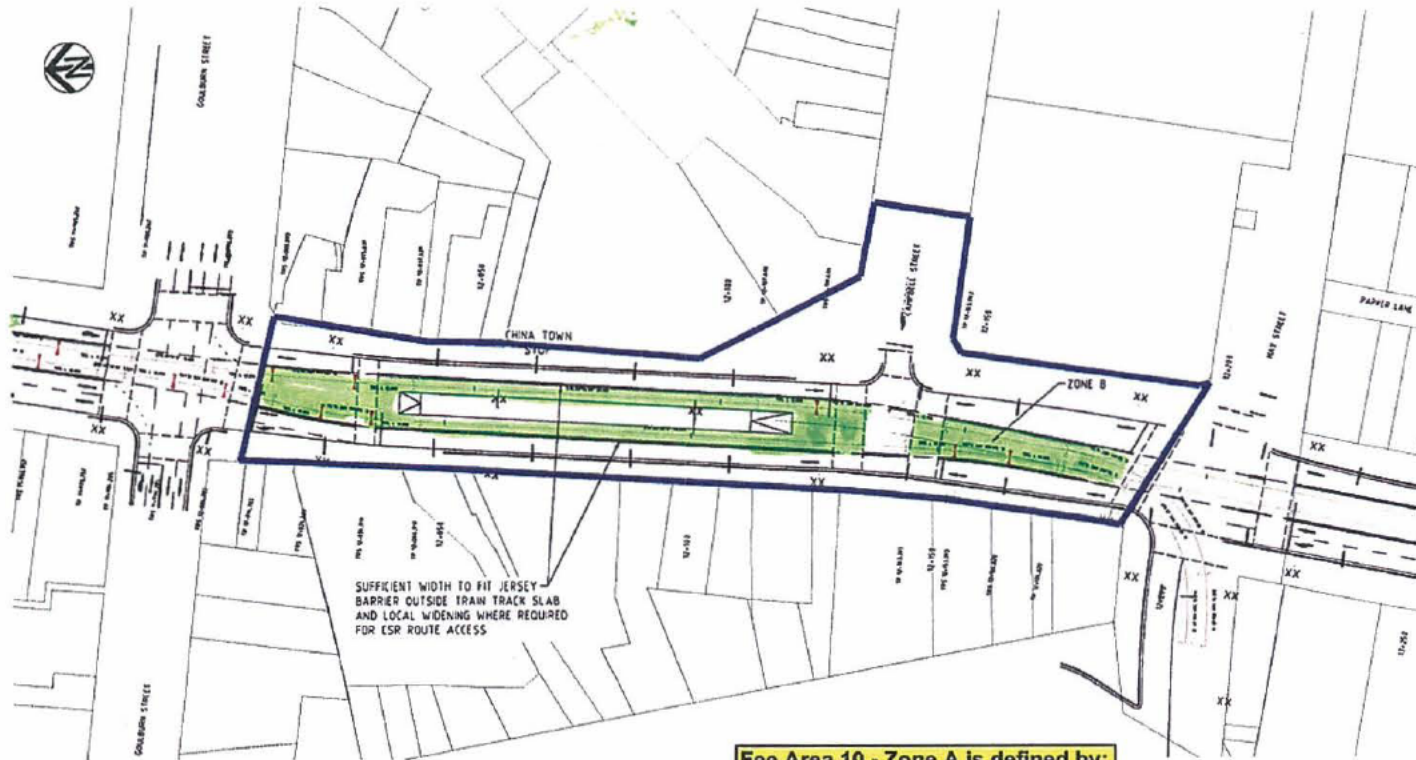
Drawn	A.SIC	Designer	A.S.PAN
Drafting Check	S.S.MTH	Design Check	G.M.A.T.H.E.
Approved	A.C.B.L.L.E.	Date	24/01/2014
Scale	1:500	This Drawing must not be used for Construction unless agreed in Approved	

**SYDNEY LIGHT RAIL EASTERN EXTENSION**  
 PROGRAM DRAWING 12 PARADIGMS  
 ALIGNMENT PLAN - LIVERPOOL TO GOULBURN  
 ROUTE A - ZONE B WORKS  
 SHEET 1 OF 11

Drawn By: **A1** Drawing No: **SLR-CSY-DWG-CI-0100** Rev: **A**



**FEE AREA 10**



**Fee Area 10 - Zone A is defined by:**  
 PS-CB17  
 PS-CB17-A1

**LEGEND**  
 ZONE B

**OCCUPATION FEE AREAS**

**CONCEPT DESIGN**

No.	Revision	Date	By	Appr'd	Job Manager
1	ISSUED FOR TENDER	14/10/14	SLR	SLR	SLR



Drawn	ASB	Designer	ASB
Drawing Check	DSMT	Design Check	SMD
Approved	ACSLB		
Date	04/07/2014		
Scale	1:1000		

<b>SYDNEY LIGHT RAIL EASTERN EXTENSION</b>	
SPECIALIST QUARTERS TO RANGFORD	
ALIGNMENT PLAN GOULBURN TO HAY	
ROUTE A - ZONE B WORKS	
SHEET 1 OF 17	
Program	A1
Drawing No:	SLR-CSY-DWG-CI-0100
Rev:	A

**FEE AREA 11**



**Fee Area 11 - Zone A is defined by:**  
PS-CB19  
PS-CB19-A1

LEGEND  
ZONE B

**OCCUPATION FEE AREAS**

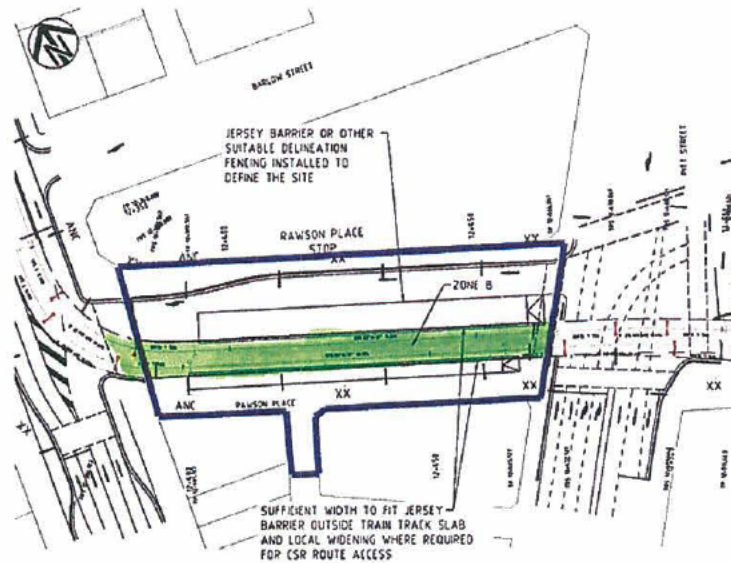
CONCEPT DESIGN




<b>DO NOT SCALE</b>	Drawn: A.BE	Designer: A.SPVAN
	Drafting Check: S.S.MTH	Design Check: G.BARTON
	Approved: L.SOLLG.	
	Date: 04/01/2014	
	Scale: 1:1000	
	This drawing must not be used for any construction or other purpose without approval.	

SYDNEY LIGHT RAIL EASTERN EXTENSION	
CIRCULAR QUARTER MARCHES ALIGNMENT PLAN	
ROUTE A SHEET 1 OF 11	
Sheet No: <b>A1</b>	Drawing No: <b>SLR-CSY-DWG-CI-0100</b>
Rev: <b>A</b>	

**FEE AREA 12**



**Fee Area 12 - Zone A is defined by:  
PS-CB20**

**LEGEND**  
 ZONE B

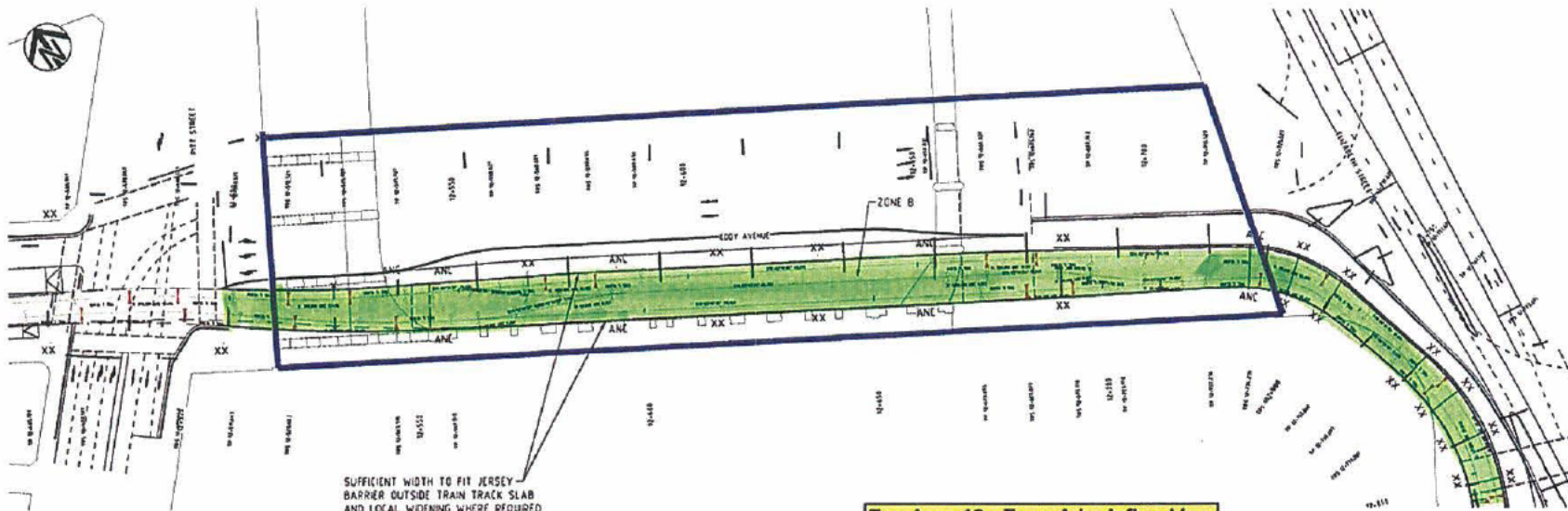
**OCCUPATION FEE AREAS**

*CONCEPT DESIGN*

<p>0 5 10 15 20 25 SCALE 1:500 AT ORIGINAL SIZE</p>				<p>Client  <b>Transport for NSW</b></p>		<p><b>DO NOT SCALE</b></p>		<p>Drawn: A. JIM                  Design Check: G. MORTON                  Designer: A. SPYKAL                  Design Check: G. MORTON</p>		<p><b>SYDNEY LIGHT RAIL EASTERN EXTENSION</b>                  CROSSLAY (PLAN) TO TRACKS                  ALIGNMENT PLAN                  ROUTE A                  SHEET 1 OF 33</p>	
<p>Approved: A. COLLIS                  Date: 04/12/2014</p>				<p>Scale: 1:500</p>		<p>This Drawing shall not be used for Construction unless agreed in Advance</p>		<p>Original Size  <b>A1</b></p>		<p>Drawing No: <b>SLR-CSY-DWG-CI-0100</b></p>	
<p>Rev: A</p>											



**FEE AREA 13**



SUFFICIENT WIDTH TO FIT JERSEY BARRIER OUTSIDE TRAIN TRACK SLAB AND LOCAL WIDENING WHERE REQUIRED FOR CSR ROUTE ACCESS

**Fee Area 13 - Zone A is defined by:**  
 PS-CB22  
 PS-CB32

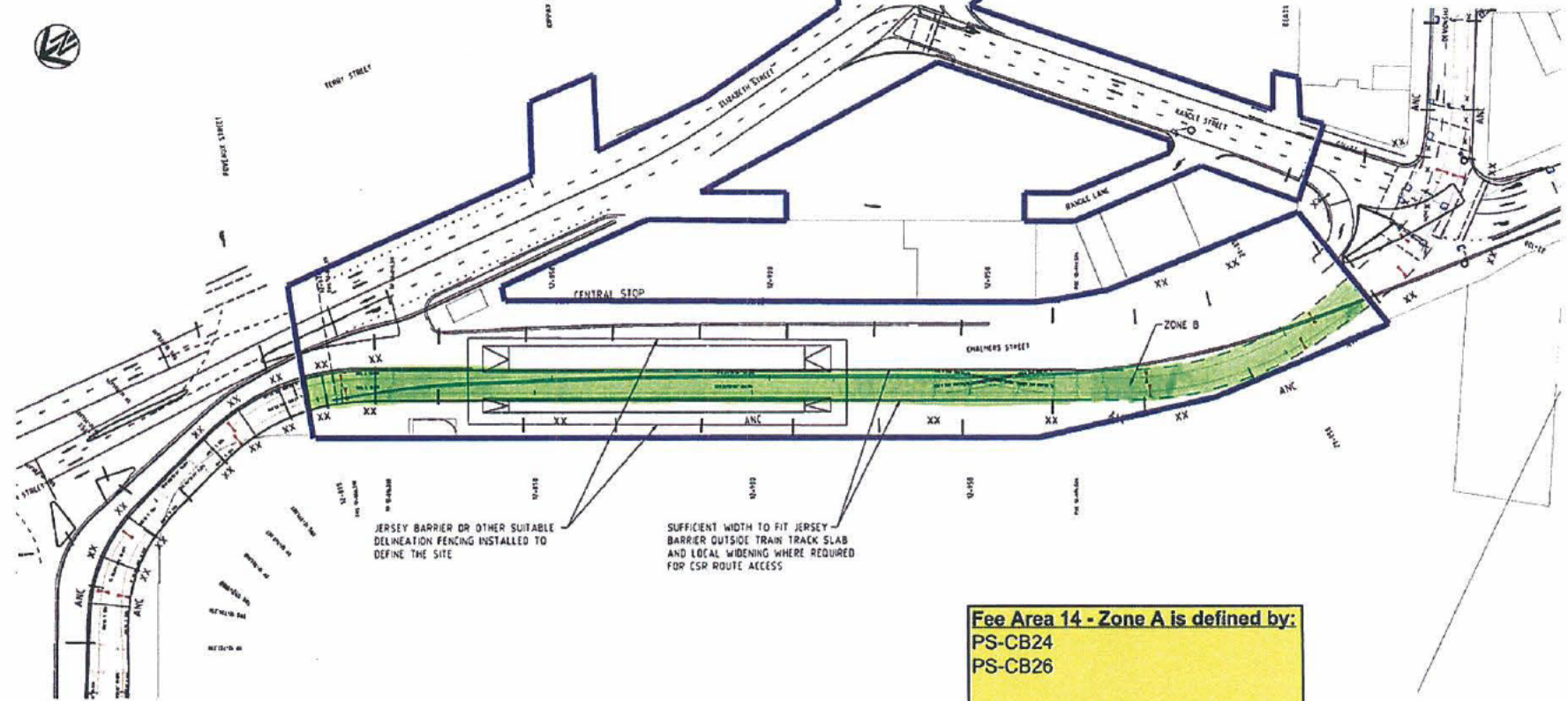
**LEGEND**  
 ZONE A

**OCCUPATION FEE AREAS**

CONCEPT DESIGN

						<b>DO NOT SCALE</b>		Drawn: A.38K Drafting Check: D.38MTH Approved: A.CELES Date: 04.07.2014	Designer: A.CELES Design Check: S.MANTOU	SYDNEY LIGHT RAIL EASTERN EXTENSION SPECIAL DUTY TO BANGOR ALIGNMENT PLAN ROUTE A SHEET 1 OF 11
Scale 1:500 AT ORIGINAL SIZE		Project No: 13		Drawing No: SLR-CSY-DWG-CI-0100		Rev: A		This Drawing must not be used for construction without approval.		

**FEE AREA 14**



JERSEY BARRIER OR OTHER SUITABLE DELINEATION FENCING INSTALLED TO DEFINE THE SITE

SUFFICIENT WIDTH TO FIT JERSEY BARRIER OUTSIDE TRAIN TRACK SLAB AND LOCAL WIDENING WHERE REQUIRED FOR CSR ROUTE ACCESS

**Fee Area 14 - Zone A is defined by:**  
 PS-CB24  
 PS-CB26

**LEGEND**  
 ZONE B

**OCCUPATION FEE AREAS**

**CONCEPT DESIGN**

No.	Revision	Date	By	Check	Date
1	ISSUED FOR TENDER	14/01/2014	SLR	SLR	

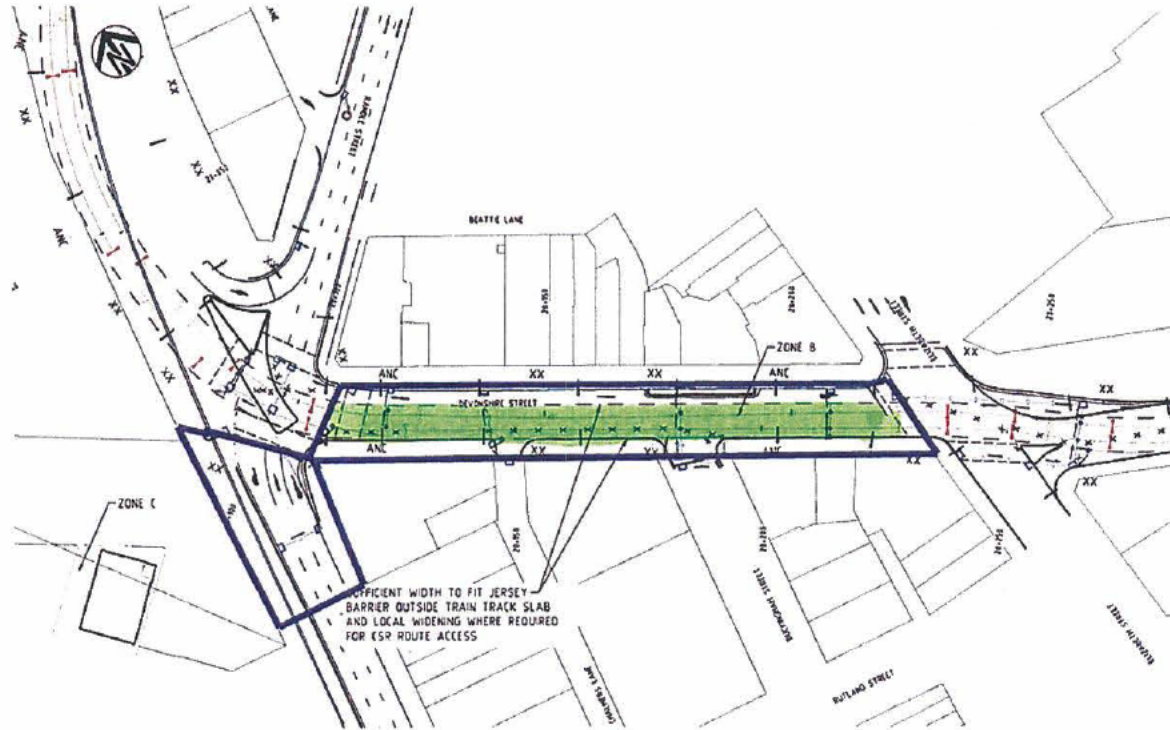


**DO NOT SCALE**

Drawn	A.B.H.	Designer	A.S.P./A.H.
Quality Check	D.S.M.T.H.	Design Check	G.M.A./O.N.
Approved	A.C.C./L.B.	Date	04/01/2014
Scale	1:1000	This drawing must not be used for construction unless signed as approved.	

<b>SYDNEY LIGHT RAIL EASTERN EXTENSION</b>	
SPECIALIST QUARTERLY TRACKWORK	
ALIGNMENT PLAN	
ROUTE A	
SHEET 1 OF 19	
Sheet No.	A1
Drawing No.	SLR-CSY-DWG-CI-0100
Rev.	A

### FEE AREA 15



**Fee Area 15 - Zone A is defined by:**  
 PS-CB15  
 PS-SE01-A2

LEGEND  
 ZONE B

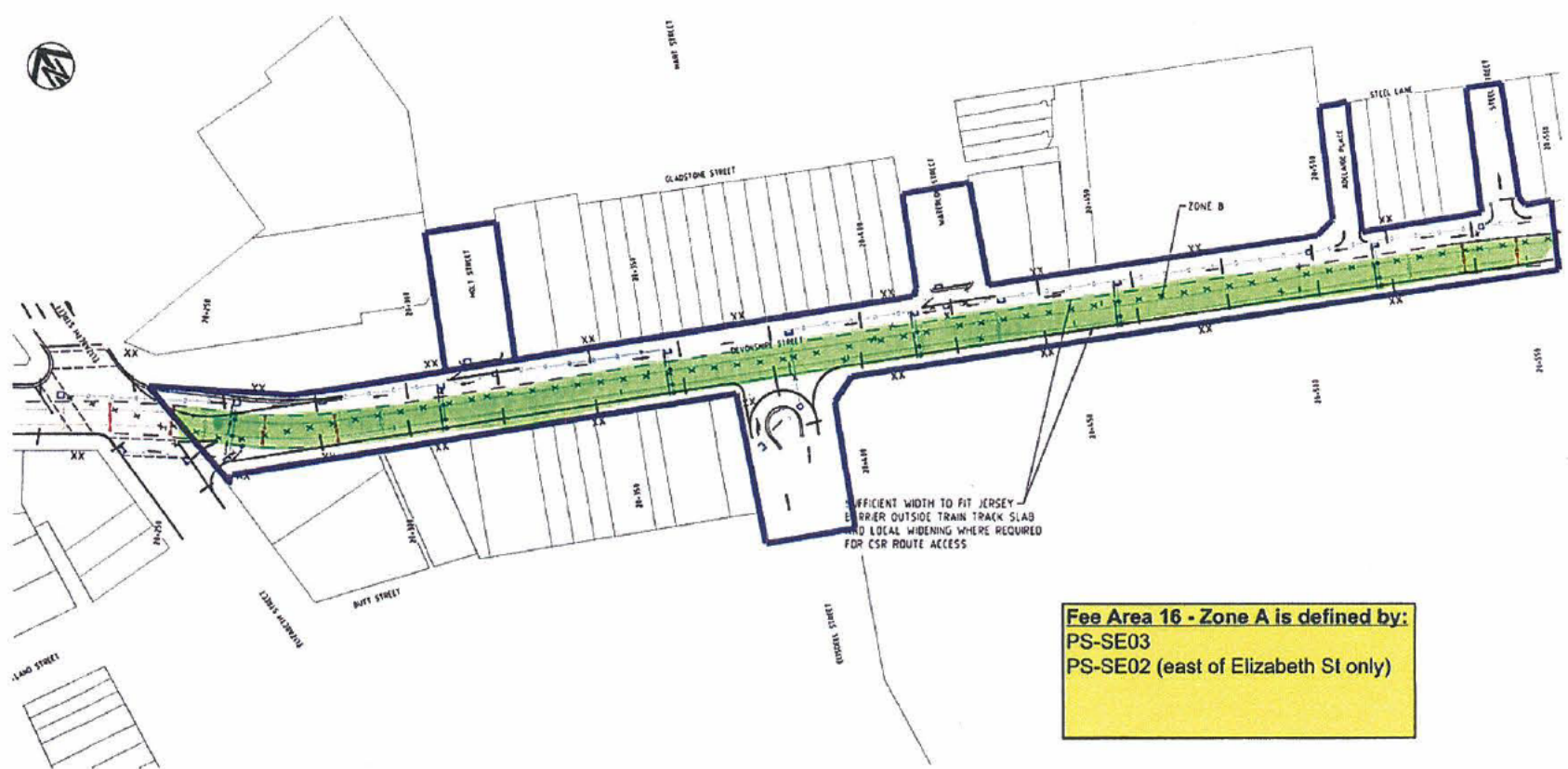
## OCCUPATION FEE AREAS

CONCEPT DESIGN

<p>* <b>BLANK SPACES</b></p> <p>No.   Description   Date   Revision   Approved  </p>				
<p>Client: <b>NSW GOVERNMENT</b>   <b>Transport for NSW</b></p>	<p>DO NOT SCALE</p>	<p>Drawn: A. BIRK   Designer: A. BIRKIN</p> <p>Drawing Check: D. SMITH   Design Check: G. MORTON</p> <p>Approved: A. C. L. S.   Date: 04/01/2016</p> <p>Scale: 1:1000</p>	<p>SYDNEY LIGHT RAIL EASTERN EXTENSION</p> <p>CRICKLE HAY TO RANGFLEX</p> <p>ALIGNED PLAN</p> <p>ROUTE A</p> <p>SHEET 1 OF 31</p> <p>Drawing No: <b>SLR-CSY-DWG-CI-0100</b></p>	<p>Rev: <b>A</b></p>



**FEE AREA 16**



**Fee Area 16 - Zone A is defined by:**  
 PS-SE03  
 PS-SE02 (east of Elizabeth St only)

LEGEND  
 ZONE B

**OCCUPATION FEE AREAS**

CONCEPT DESIGN

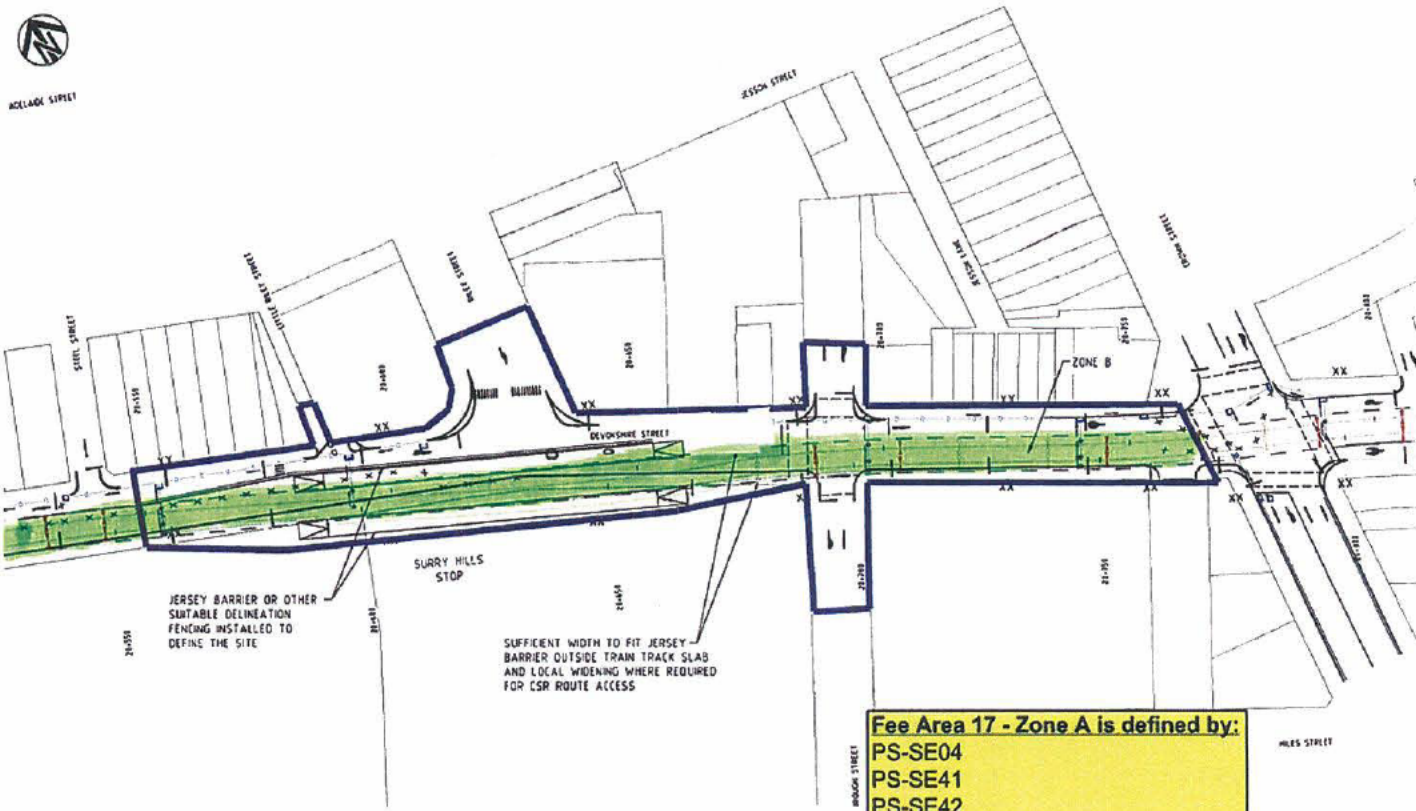
No.	Revision	Date	By	Check
1	ISSUED FOR CONSTRUCTION	04/07/2014	AS/SMITH	AS/SMITH
* All dimensions are in millimetres unless otherwise stated.				



<b>DO NOT SCALE</b>	
Drawn: AS/SMITH	Designer: AS/SMITH
Drafting Check: AS/SMITH	Design Check: AS/SMITH
Approved: AS/SMITH	Date: 04/07/2014
Scale: 1:500	The Drawing must not be used for construction unless signed and approved.

<b>SYDNEY LIGHT RAIL EASTERN EXTENSION</b>	
SPECIAL QUART TO PARADES	
ALIGNMENT PLAN	
ROUTE A	
SHEET 1 OF 19	
Revision: A1	Drawing No: SLR-CSY-DWG-CI-0100
Rev: A	

**FEE AREA 17**



**Fee Area 17 - Zone A is defined by:**  
 PS-SE04  
 PS-SE41  
 PS-SE42  
 TA-SE15

**LEGEND**  
 ZONE B

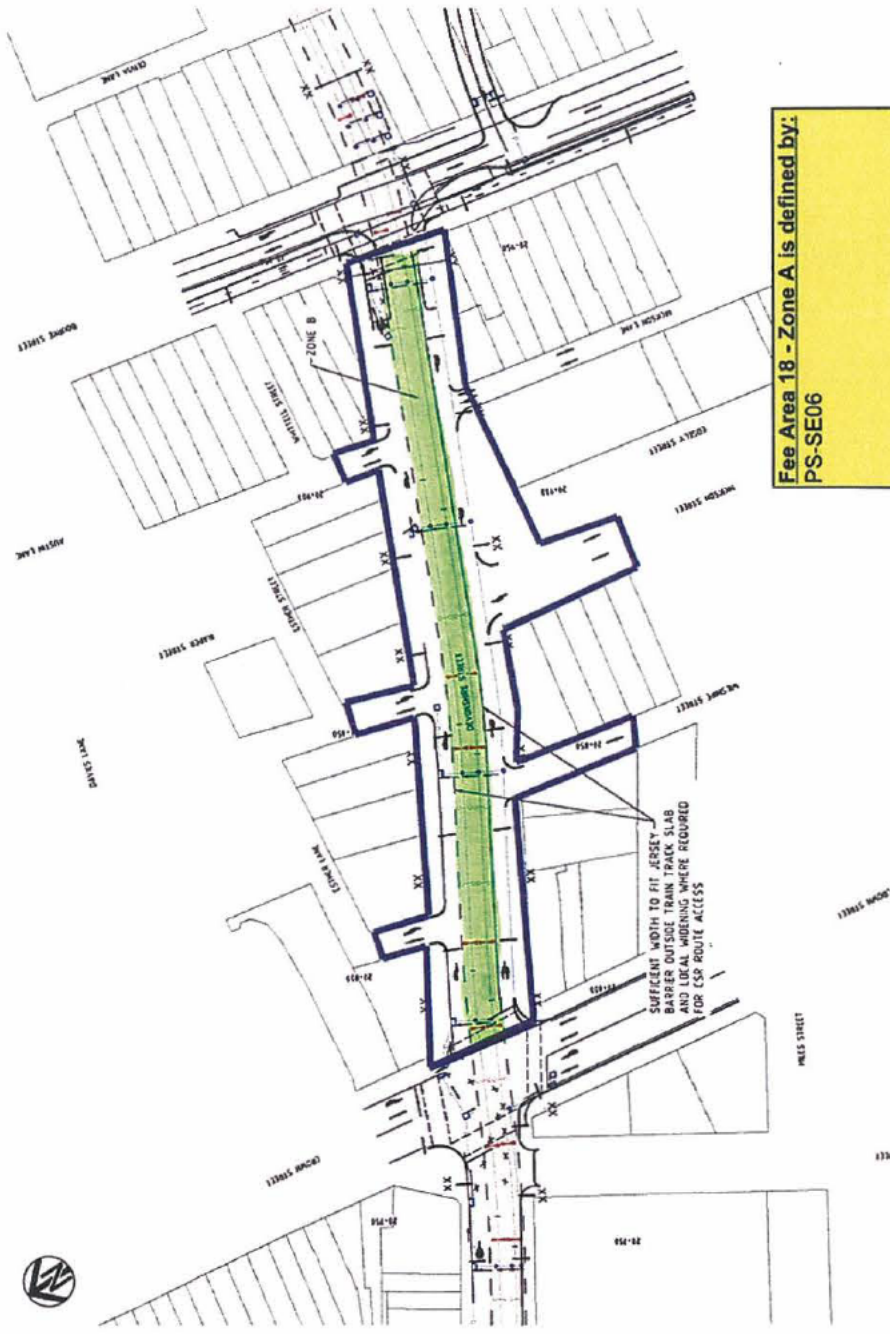
**OCCUPATION FEE AREAS**

**CONCEPT DESIGN**

								DO NOT SCALE Drawn: ASB Design Check: GMDR Approved: A.COLLIS Date: 04/07/2014 Scale: 1:1000		Designer: ASB/AS Design Check: GMDR Approved: A.COLLIS Date: 04/07/2014 The Design/Drawn not to be used for construction unless signed as approved.		SYDNEY LIGHT RAIL EASTERN EXTENSION SPECIAL DUTY TO MANICHA ALIGNMENT PLAN ROUTE A SHEET 1 OF 19 Drawing No: SLR-CSY-DWG-CI-0100		Rev: A
No. Revision Note: * includes signatures on original issue of drawing or last revision of drawing Drawn: JMD Date:		SE: LSP/MS Date: 04/07/14		Client:		Project:		Drawing No:		Rev:		Date:		

File No: 17 November 2014 - 1:13 PM Printed by: David Smith Date: 04/07/2014 11:58 AM

**FEE AREA 18**



**Fee Area 18 - Zone A is defined by:  
PS-SE06**

LEGEND  
 ZONE B  
 ZONE A

# OCCUPATION FEE AREAS

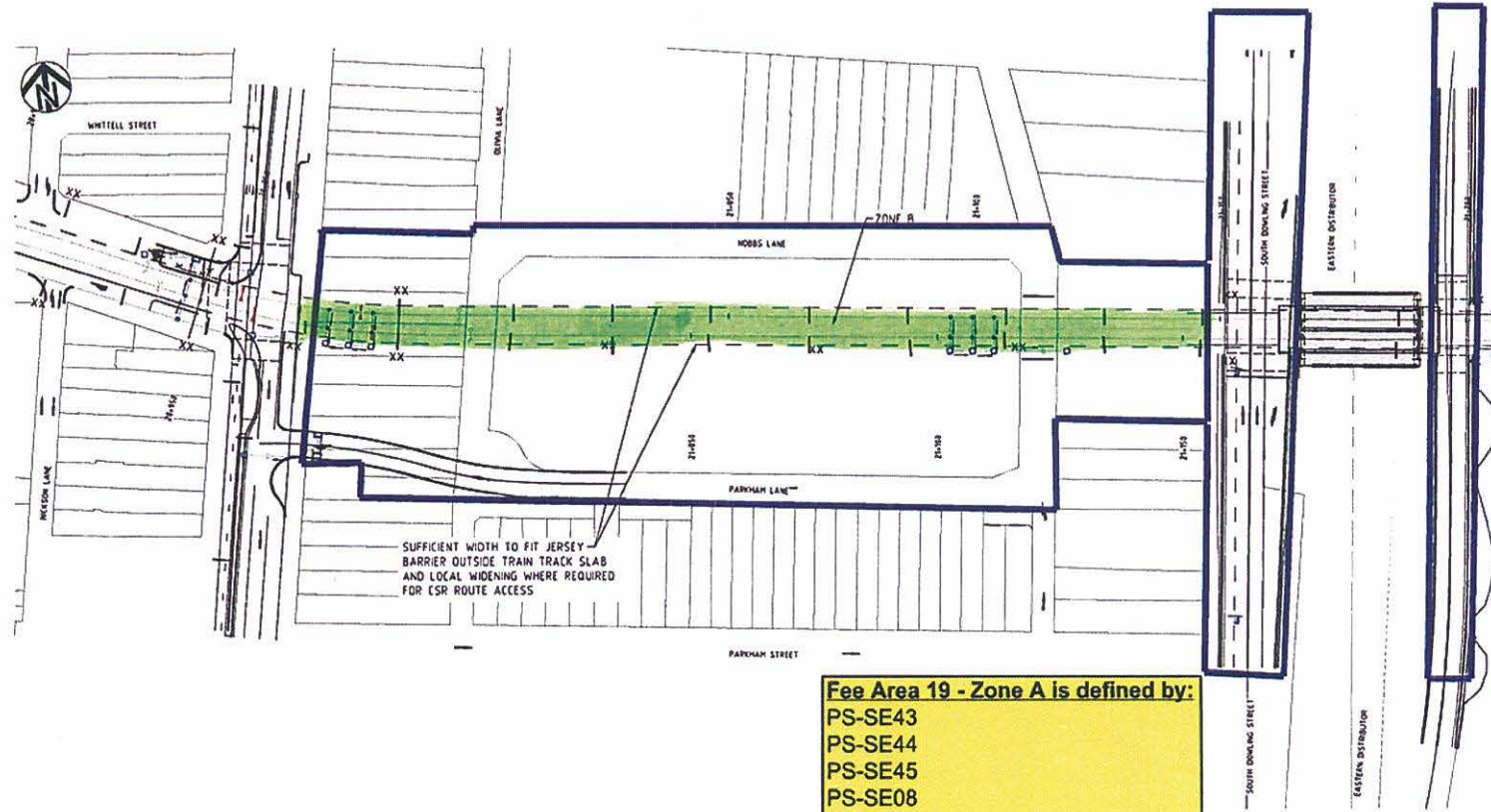
CONCEPT DESIGN

			<p><b>SYDNEY LIGHT RAIL EASTERN EXTENSION</b>          DESIGN AND PRELIMINARY ENGINEERING          ROUTE A          PART 1 (2/17)</p>
			<p>Drawn: A11          Checked: S.J.M.          Approved: A.C.S.          Date: 24/02/17          Scale: 1:500</p>
			<p>Project No: SLR-CSY-DWG-CI-0100          Drawing No: A1          Rev: A</p>

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**FEE AREA 19**



**Fee Area 19 - Zone A is defined by:**

- PS-SE43
- PS-SE44
- PS-SE45
- PS-SE08
- PS-SE09A
- PS-SE10
- PS-SE10-A1

LEGEND  
 ZONE B

**OCCUPATION FEE AREAS**

CONCEPT DESIGN




Client

**Transport for NSW**

**DO NOT SCALE**

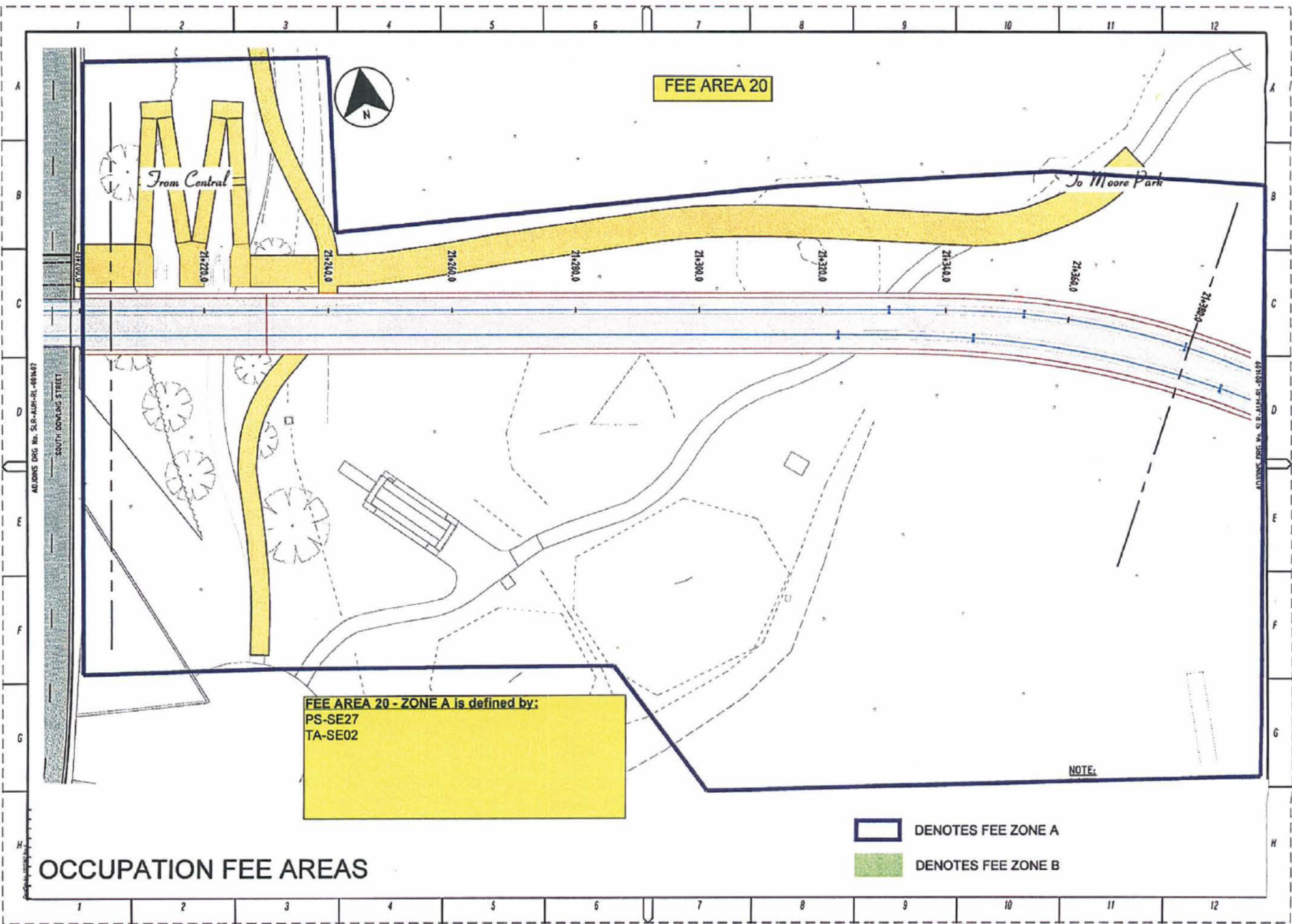
Drawn	A.BK	Designer	AJS/VAN
Drafting Check	D.SARIN	Design Check	G.MORTON
Approved	A.COLLIS	Date	04/07/2014
Scale	1:1000	This Drawing must not be used for any purpose unless signed as approved	

**SYDNEY LIGHT RAIL EASTERN EXTENSION**  
 CIRCULAR QUAY TO RANDWICK  
 ALIGNMENT PLAN  
 ROUTE A  
 SHEET 1 OF 31

Sheet Size **A1** Drawing No: **SLR-CSY-DWG-CI-0100** Rev: **A**

Plot Date: 12 September 2014 - 1:29 PM Plotted By: David Smith

Sheet No: © ICAAD-B/Inhouse-Inter-Drift-Letter-Stamping-Drawing-14.dwg





FEE AREA 20

From Central

To Moore Park

FEE AREA 20 - ZONE A is defined by:  
 PS-SE27  
 TA-SE02

 DENOTES FEE ZONE A  
 DENOTES FEE ZONE B

NOTE:

OCCUPATION FEE AREAS



ADJORS DRG NO. SLR-ALY-RI-00110  
21+560.0

De Moore Park

FEE AREA 20 - ZONE A is defined by:  
PS-SE27  
TA-SE02

□ DENOTES FEE ZONE A  
■ DENOTES FEE ZONE B

FEE AREA 20

EXISTING ARZAC PARADE TO BE RETAINED

EXISTING BUSHWAY TO BE RETAINED

ARZAC PARADE

ARZAC PARADE

ARZAC PARADE

from Central

21+380.0

21+400.0

21+420.0

21+440.0

21+460.0

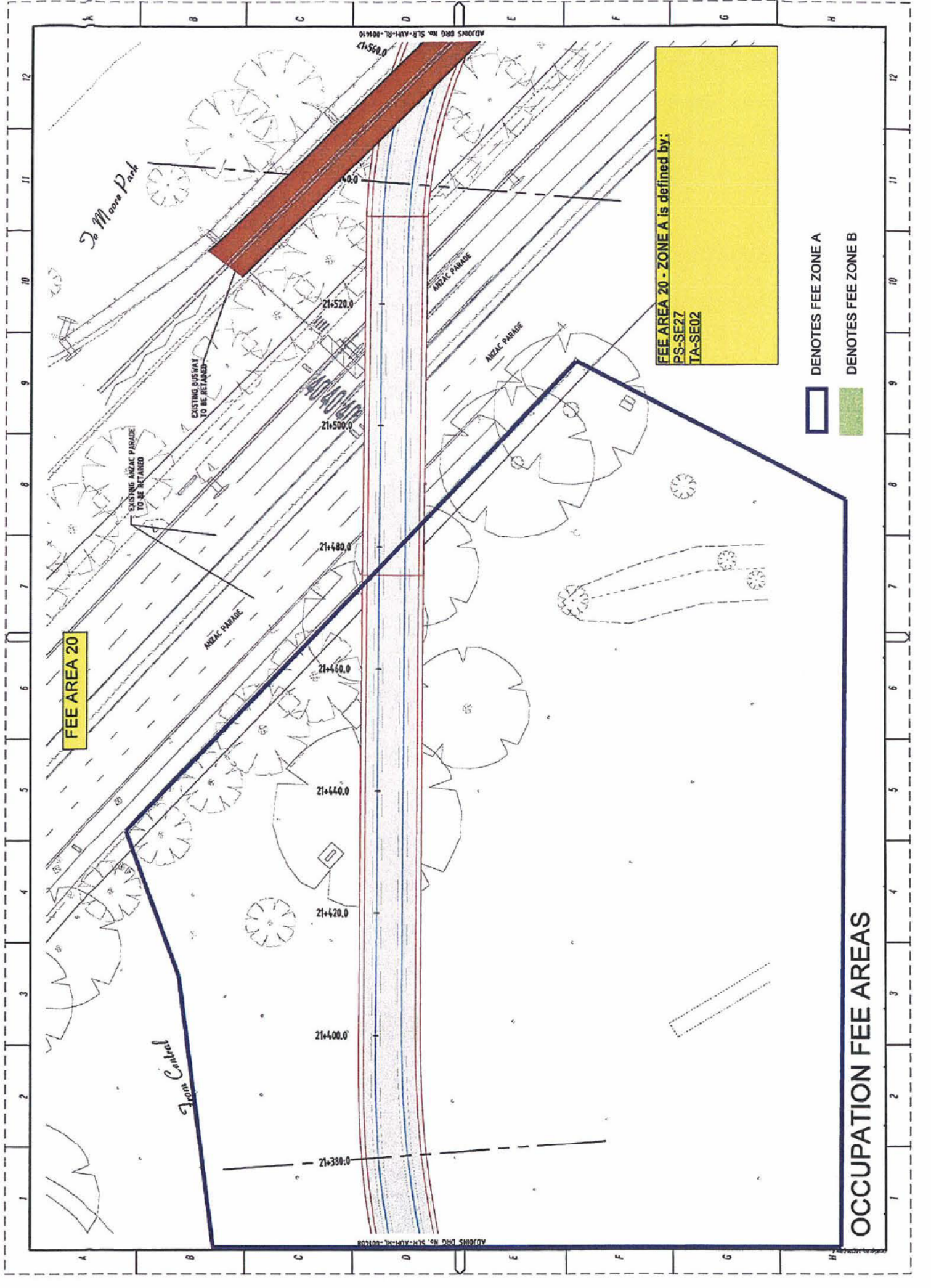
21+480.0

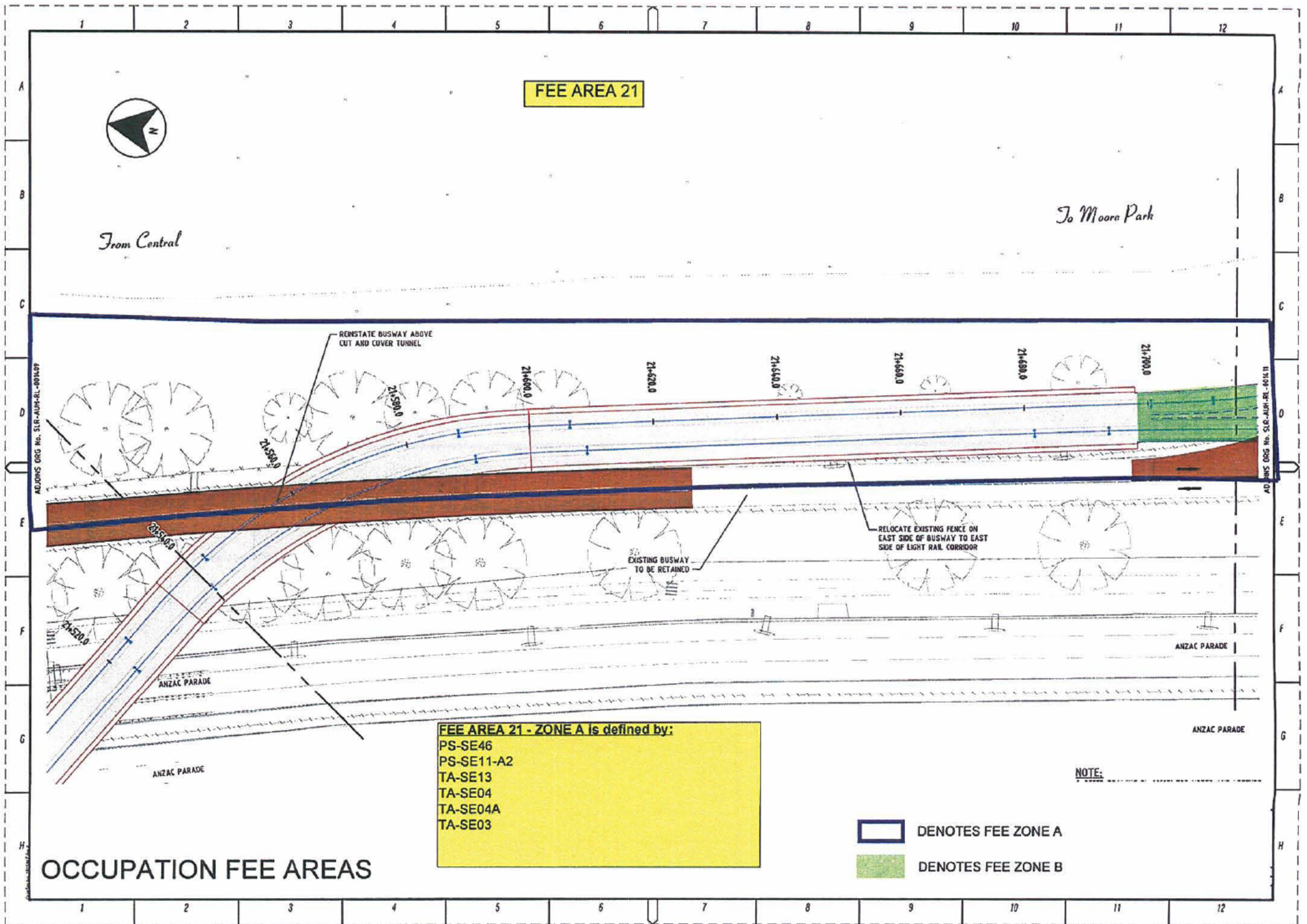
21+500.0

21+520.0

ADJORS DRG NO. SLR-ALY-RI-00110

OCCUPATION FEE AREAS





**FEE AREA 21**



From Central

To Moore Park

REINSTATE BUSWAY ABOVE CUT AND COVER TUNNEL

RELOCATE EXISTING FENCE ON EAST SIDE OF BUSWAY TO EAST SIDE OF LIGHT RAIL CORRIDOR

EXISTING BUSWAY TO BE RETAINED

**FEE AREA 21 - ZONE A is defined by:**  
 PS-SE46  
 PS-SE11-A2  
 TA-SE13  
 TA-SE04  
 TA-SE04A  
 TA-SE03

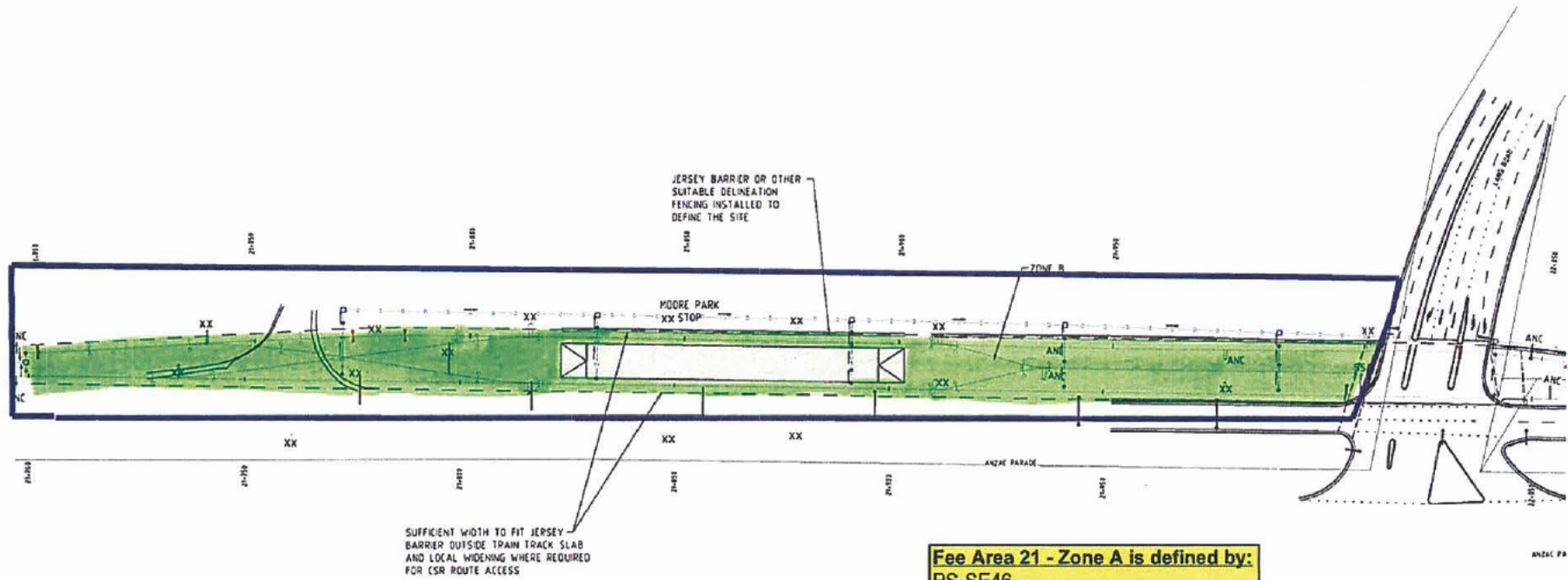
**NOTE:**  
 [Blue Outline] DENOTES FEE ZONE A  
 [Green Area] DENOTES FEE ZONE B

**OCCUPATION FEE AREAS**

NOTE:



**FEE AREA 21**



**Fee Area 21 - Zone A is defined by:**  
 PS-SE46  
 PS-SE11-A2  
 TA-SE13  
 TA-SE04  
 TA-SE04A  
 TA-SE03

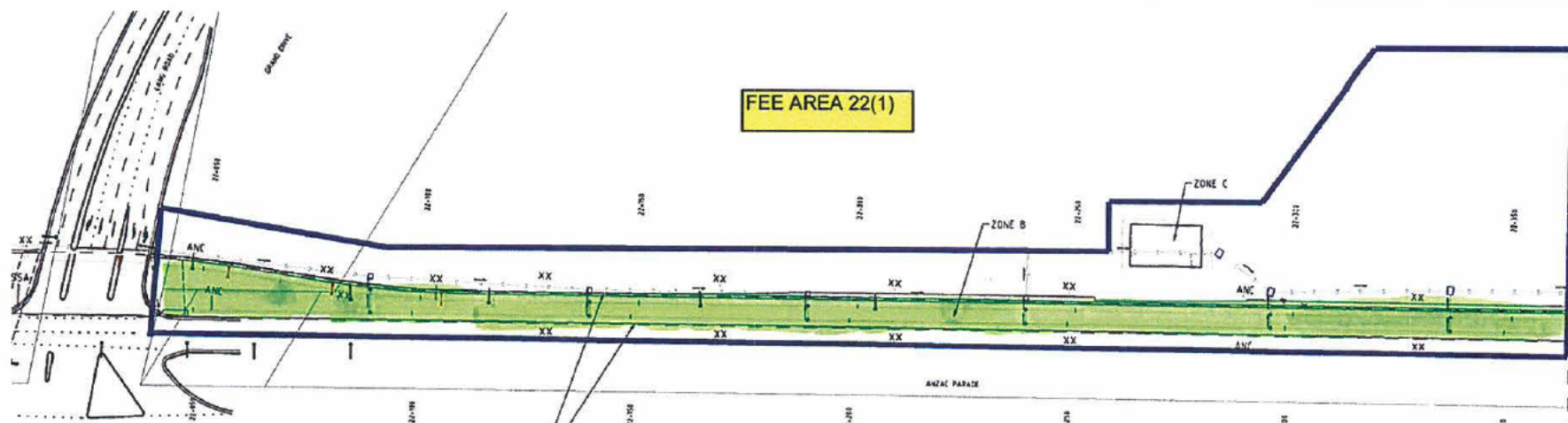
**LEGEND**  
 ZONE B

**OCCUPATION FEE AREAS**

CONCEPT DESIGN

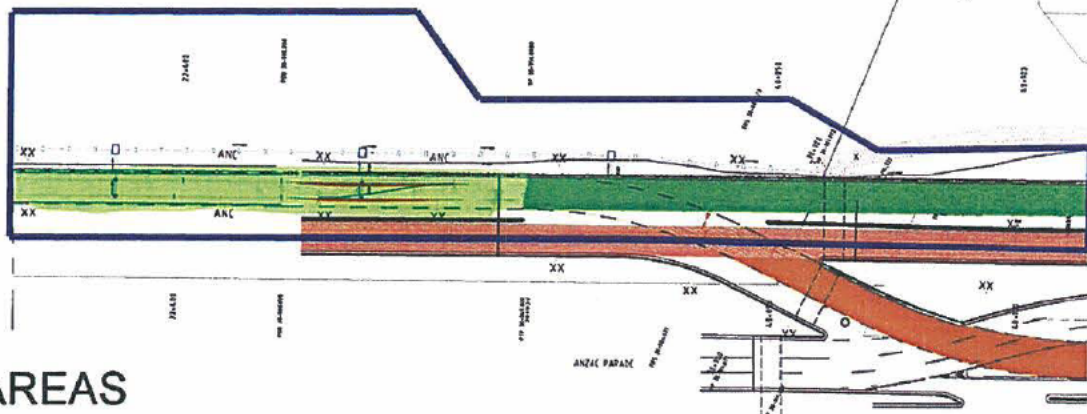
						Drawn: A.BK Designer: A.BK/AN		SYDNEY LIGHT RAIL EASTERN EXTENSION DRUGMAN QUAY TO RANDWICK ALIGNMENT PLAN ROUTE A SHEET 1 OF 13	
DO NOT SCALE		Drafting Check: D.SW/TS Approved: E.COLL/S Date: 04/07/2014		Scale: 1:1000		Design Check: G.LAP/TPH		This drawing must not be used for construction unless signed as approved.	
No. Revisions: 0 Date: 17 November 2014 13:44 PM Drawn: JOD		In: 48PPTA Date: 04/07/14		Scale: 1:500 AT ORIGINAL SIZE		Drawing No: SLR-CSY-DWG-CI-0100		Rev: A	





SUFFICIENT WIDTH TO FIT JERSEY BARRIER OUTSIDE TRAIN TRACK SLAB AND LOCAL WIDENING WHERE REQUIRED FOR ESR ROUTE ACCESS

**Fee Area 22(1) - Zone A is defined by:**  
 PS-SE12  
 PS-SE12A  
 PS-SE12-A2  
 PS-SE13  
 PS-SE31-A1  
 TA-SE06  
 TA-SE11-A1  
 TA-SE14



LEGEND  
 ZONE B

OCCUPATION FEE AREAS

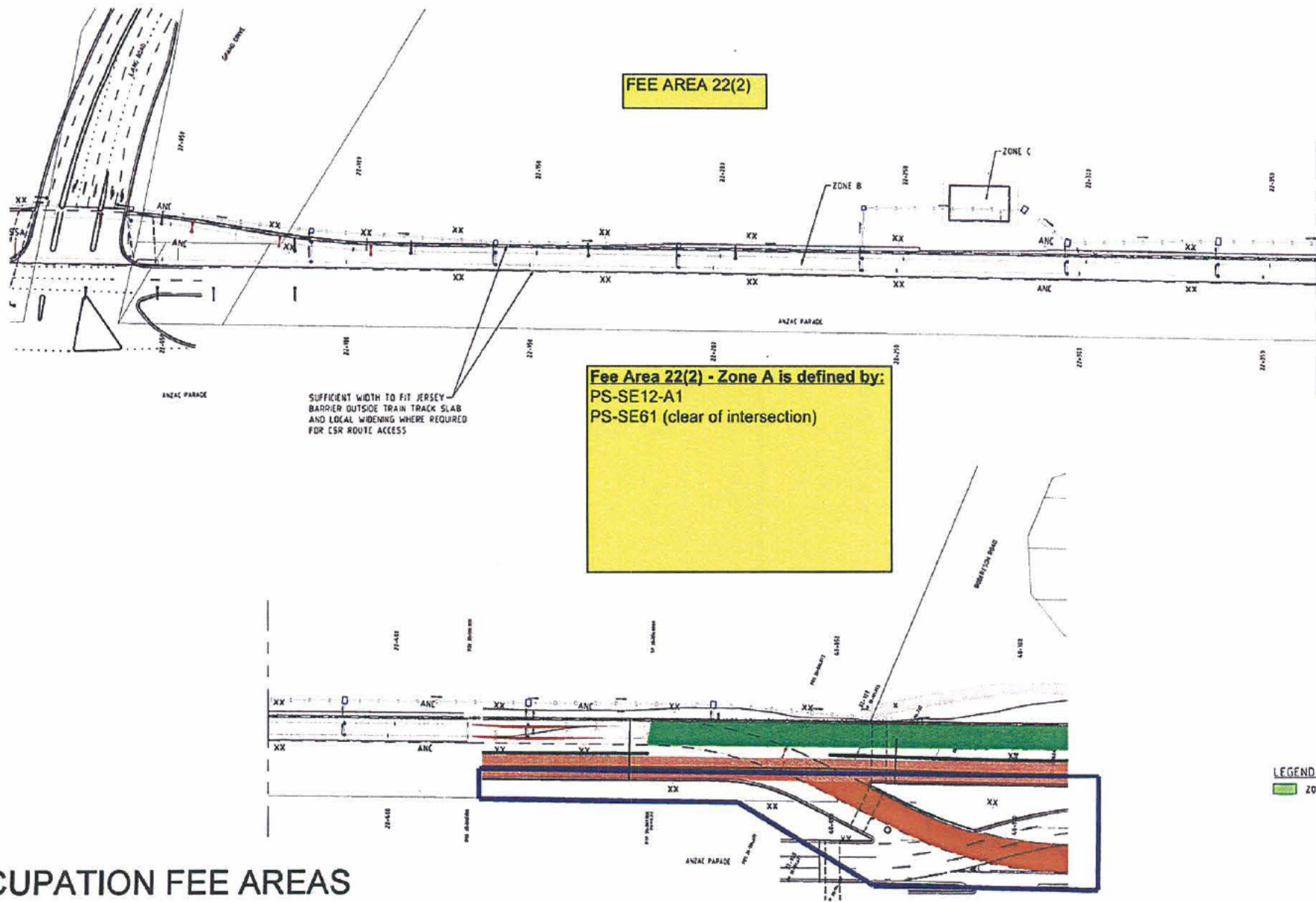
CONCEPT DESIGN

NO	REVISION	DATE	BY	CHKD
1	ISSUED FOR TENDER	04/07/2014	AS/DR	AS/DR
2	ISSUED FOR CONSTRUCTION	04/07/2014	AS/DR	AS/DR



<b>DO NOT SCALE</b>	
Drawn	AS/DR
Design Check	AS/DR
Approved	AS/DR
Date	04/07/2014
Scale	1:500

Designer: AS/DR Design Check: SMORTON Approved: AS/DR Date: 04/07/2014 Scale: 1:500 This drawing must not be used for Construction unless signed off Approved.	<b>SYDNEY LIGHT RAIL EASTERN EXTENSION</b> CIRCULAR DUNN TO RANCIWA ALTERNATIVE PLAN ROUTE A SHEET 1 OF 11 Drawing No: SLR-CSY-DWG-CI-0100 Rev: A
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SUFFICIENT WIDTH TO FIT JERSEY-BARRIER OUTSIDE TRAIN TRACK SLAB AND LOCAL WIDENING WHERE REQUIRED FOR CSR ROUTE ACCESS

**Fee Area 22(2) - Zone A is defined by:**  
 PS-SE12-A1  
 PS-SE61 (clear of intersection)

LEGEND  
 [Green Box] ZONE B

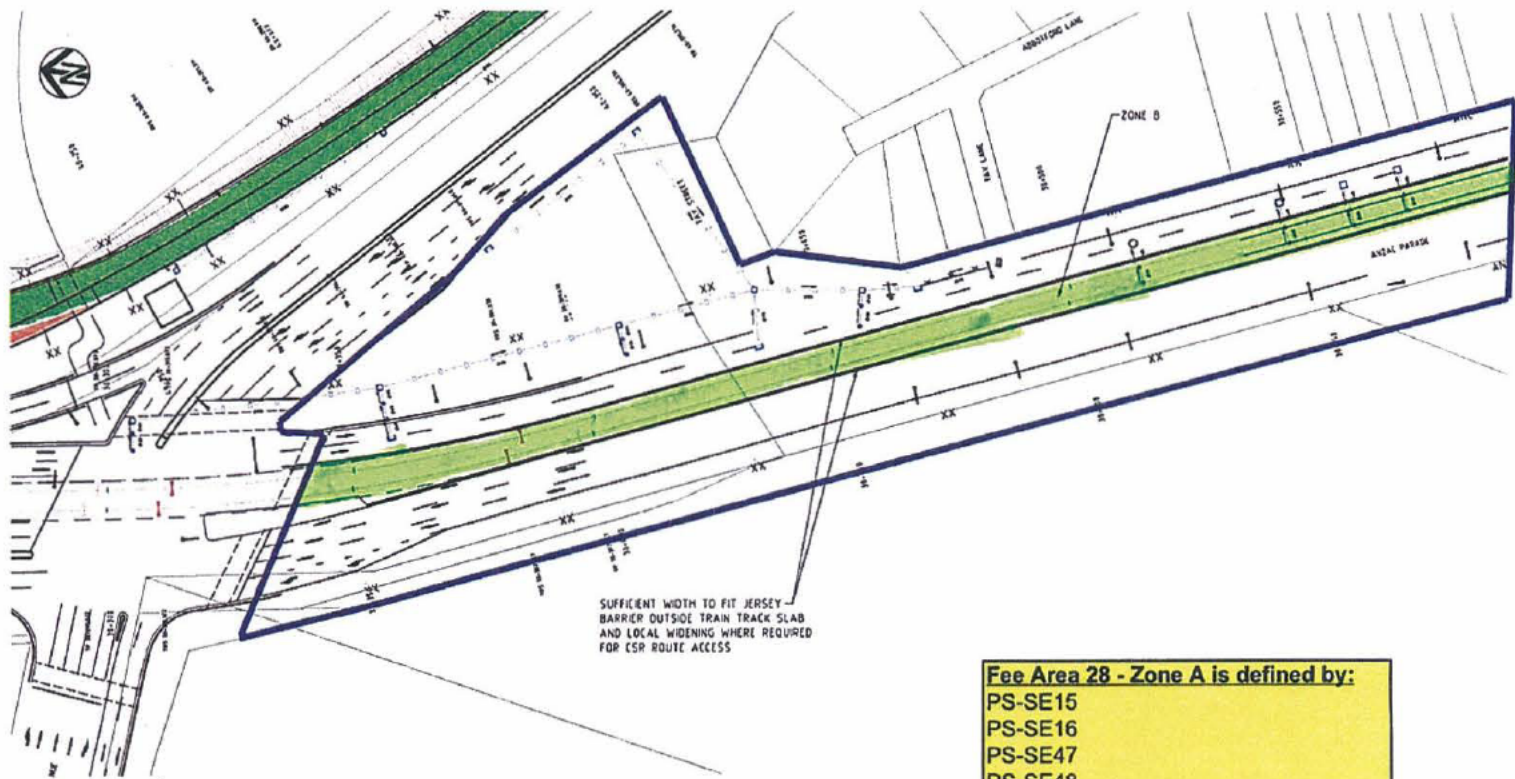
OCCUPATION FEE AREAS

CONCEPT DESIGN

		<b>Transport for NSW</b>		<b>DO NOT SCALE</b>		Drawn: A.BH Designer: A.J.P.FIN		<b>SYDNEY LIGHT RAIL EASTERN EXTENSION</b> SPECIAL DRAWING TO STANDARD ALIGNMENT PLAN ROUTE A SHEET 1 OF 11	
				Drafting Check: D.S.M.H. Design Check: G.MARTON		Date: 04/07/2014		Drawing No: SLR-CSY-DWG-CI-0100	
No. Revision: None. * Indicates signature on original issue of drawing or last version of drawing.		Design Manager: M.P.T.A. 01/10/14		Approved: A.C.L.S.L.		Date: 04/07/2014		Rev: A	



**FEE AREA 28**



SUFFICIENT WIDTH TO FIT JERSEY-BARRIER OUTSIDE TRAIN TRACK SLAB AND LOCAL WIDENING WHERE REQUIRED FOR CSR ROUTE ACCESS

**Fee Area 28 - Zone A is defined by:**

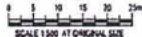
- PS-SE15
- PS-SE16
- PS-SE47
- PS-SE48
- PS-SE62
- TA-SE07

LEGEND  
 ZONE A

OCCUPATION FEE AREAS

CONCEPT DESIGN

No.	Revision	Date	By	Check
1	RELEASED FOR TENDER	04/01/2014	ASB	ASB

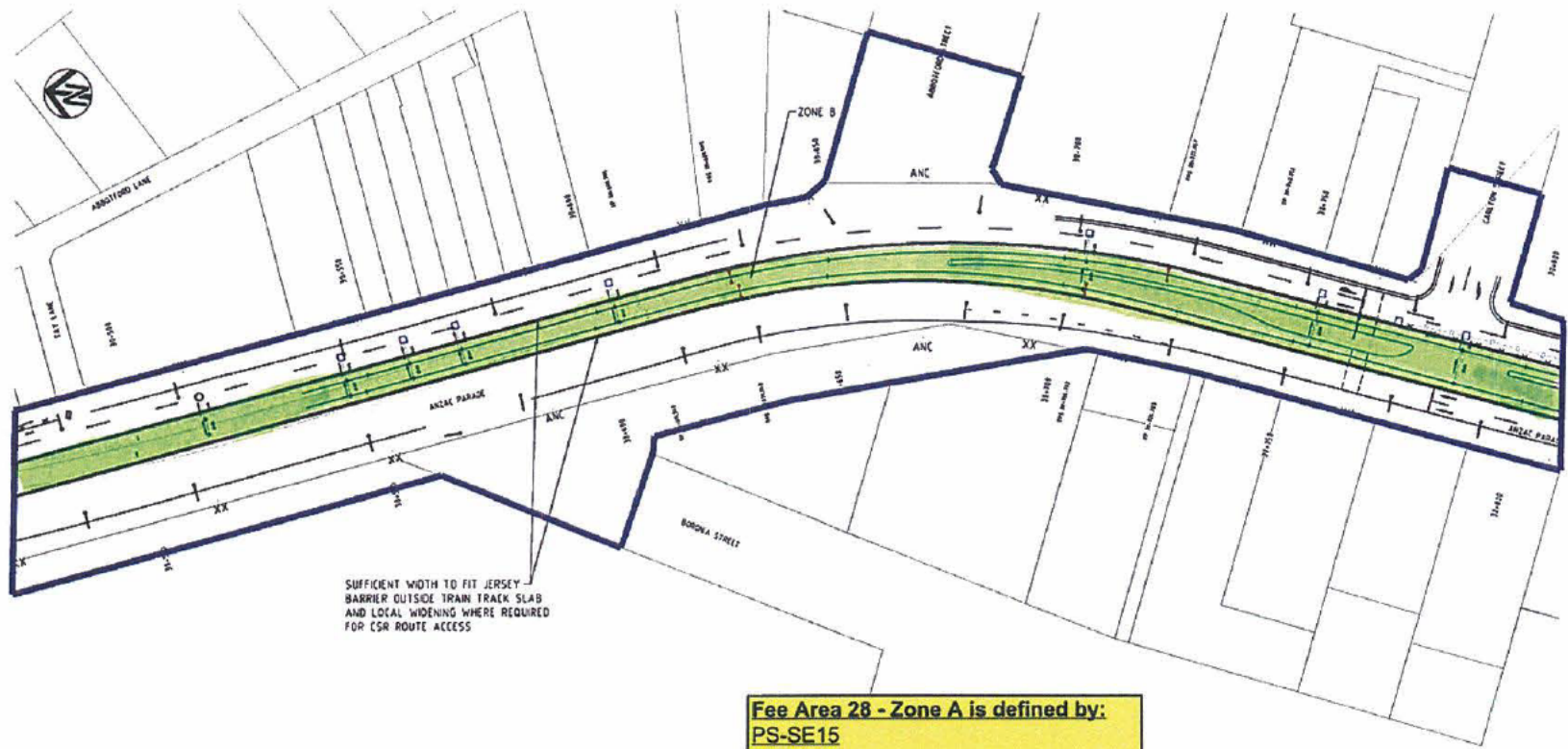


**DO NOT SCALE**

Drawn	ASB	Designer	ASB/AN
Drawing Check	OSMITH	Design Check	GARDINER
Approved	ACOLLE		
Date	04/01/2014		
Scale	1:500		

SYDNEY LIGHT RAIL EASTERN EXTENSION	
SPECULAR QUAY TO RANCHOEC	
ALIGNMENT PLAN	
ROUTE A	
SHEET 1 OF 19	
Sheet No.	A1
Drawing No.	SLR-CSY-DWG-CI-0100
Rev:	A

**FEE AREA 28**



**Fee Area 28 - Zone A is defined by:**  
 PS-SE15  
 PS-SE16  
 PS-SE47  
 PS-SE48  
 PS-SE62  
 TA-SE07

**LEGEND**  
 ZONE B

**OCCUPATION FEE AREAS**

**CONCEPT DESIGN**

No.	Revisions	Date	By	Check
1	Issue for tender	14/07/2014	D. SARTIS	A. COLLIS
2	Issue for construction	14/07/2014	D. SARTIS	A. COLLIS



Drawn	A. BIK	Designer	A. BIK
Drafting Check	D. SARTIS	Design Check	G. MORTON
Approved	A. COLLIS	Date	14/07/2014
Scale	1:1000	This Drawing must not be used for Construction unless signed as Approved	

<b>SYDNEY LIGHT RAIL EASTERN EXTENSION</b>	
CONCEPT DESIGN TO PHASE 1	
ALIGNMENT PLAN	
ROUTE A	
SHEET 1 OF 13	
Project No.	SLR-CSY-DWG-CI-0100
Drawing No.	Rev: A

**FEE AREA 28**

**Fee Area 28 - Zone A is defined by:**  
 PS-SE15  
 PS-SE16  
 PS-SE47  
 PS-SE48  
 PS-SE62  
 TA-SE07



**LEGEND**  
 ZONE B

**OCCUPATION FEE AREAS**

**CONCEPT DESIGN**

				<b>DO NOT SCALE</b>	Drawn: AJR Drafting Check: D.SMITH Approved: ACOLLE Date: 04/22/2014 Scale: 1:100	Designer: A.KOPAR Design Check: G.SPURTON Date: 04/22/2014 This drawing must not be used for construction without approval.	SYDNEY LIGHT RAIL EASTERN EXTENSION SPECIAL DRAFT TO BARRICK ALIGNMENT PLAN ROUTE A SHEET 1 OF 17	Project No: SLR-CSY-DWG-CI-0100 Rev: A
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File Path: I:\November 2014 - 11.24 PM Printed By: David Smith CAD File No: C:\CAD\Projects\SLR\East\_Light\_Rail\Station\Drawings\27.dwg



FEE AREA 28

- Fee Area 28 - Zone A is defined by:
- PS-SE15
  - PS-SE16
  - PS-SE47
  - PS-SE48
  - PS-SE62
  - TA-SE07



LEGEND  
 [Green Box] ZONE A  
 [Blue Box] ZONE B

# OCCUPATION FEE AREAS

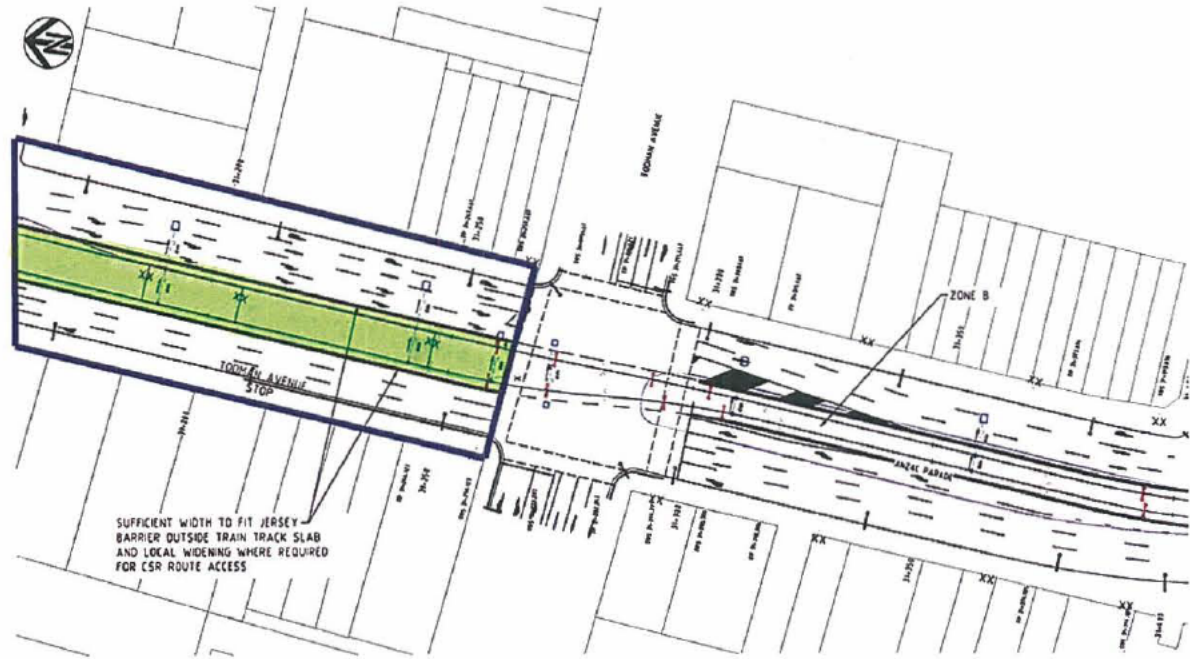
CONCEPT DESIGN

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No.	Revisions	Date																																	
Drawn	A.BE	Design	A.S.PAN																																
Drafting	J.S.MITH	Design	G.S.MARTIN																																
Checked		Checked																																	
Approved	A.C.B.LIS																																		
Date	24/07/2014																																		
Scale	1:500																																		

**FEE AREA 28**

**Fee Area 28 - Zone A is defined by:**

- PS-SE15
- PS-SE16
- PS-SE47
- PS-SE48
- PS-SE62
- TA-SE07



SUFFICIENT WIDTH TO FIT JERSEY BARRIER OUTSIDE TRAIN TRACK SLAB AND LOCAL WIDENING WHERE REQUIRED FOR CSR ROUTE ACCESS

LEGEND  
[Green Box] ZONE B

# OCCUPATION FEE AREAS

CONCEPT DESIGN

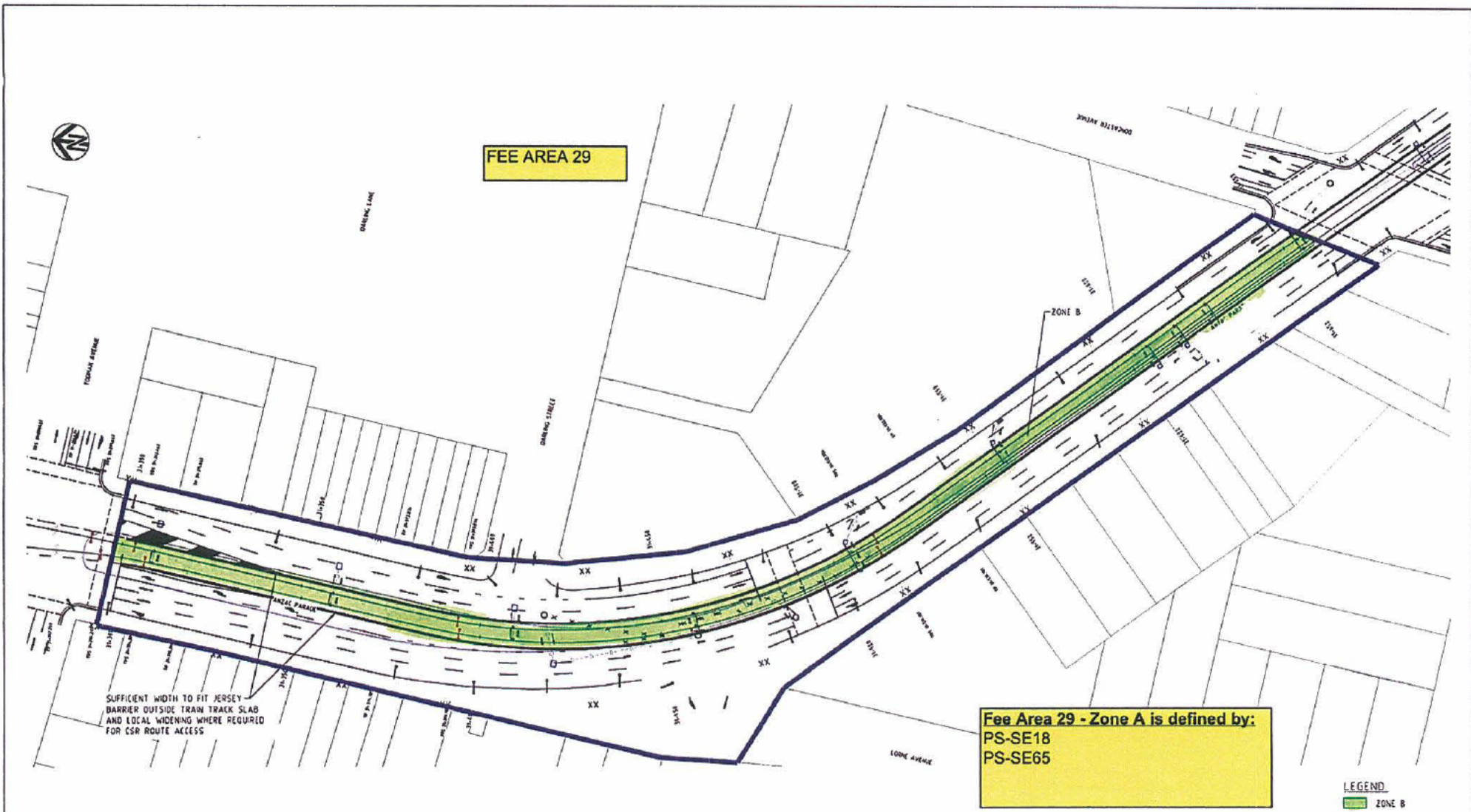
No.	Revision	Description	Drawn	Checked	Date
1		Issue for tender			



<b>DO NOT SCALE</b>	Drawn	ASB	Designer	AKR/PAN
	Checked	DSM/TH	Design	SM/TON
	Approved	ACD/LB	Check	
	Date	06/07/2014		
	Scale	1:1000	This drawing shall not be used for construction unless signed and approved.	

<b>SYDNEY LIGHT RAIL EASTERN EXTENSION</b>		
CIRCULAR QUAY TO RANGICKA ALIGNMENT PLAN		
ROUTE A SHEET 1 OF 19		
Discipline	A1	Drawing No: SLR-CSY-DWG-CI-0100
Rev:		A





# OCCUPATION FEE AREAS

CONCEPT DESIGN

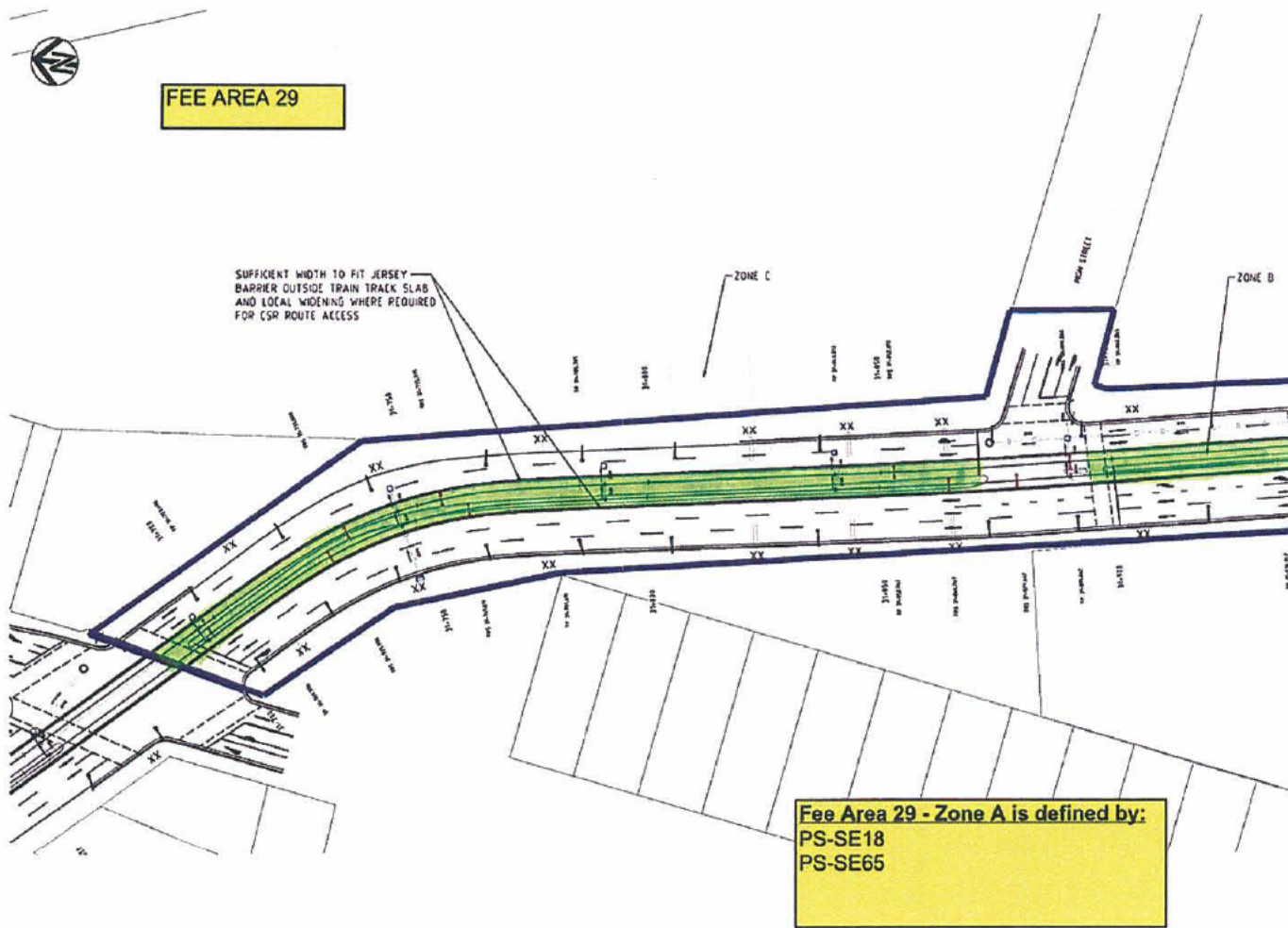
NO	REVISION	DATE	BY	APP'D
1	ISSUED FOR TENDER	04/10/14	ALPHEA	04/10/14
2	REVISED TO REFLECT CHANGES TO ORIGINAL DESIGN	04/10/14	ALPHEA	04/10/14



**DO NOT SCALE**

Drawn	AJBK	Design	ALPHEA
Checked	S.MATH	Design	GACR/TM
Approved	A.COLLIS	Checked	
Date	04/07/2014		
Scale	1:1000		

SYDNEY LIGHT RAIL EASTERN EXTENSION	
ORIGINAL DATE TO RAILWORKS	
ALIGNMENT PLAN	
ROUTE A	
SHEET 1 OF 11	
Page 3 of 3	Drawing No: SLR-CSY-DWG-CI-0100
Rev: A	



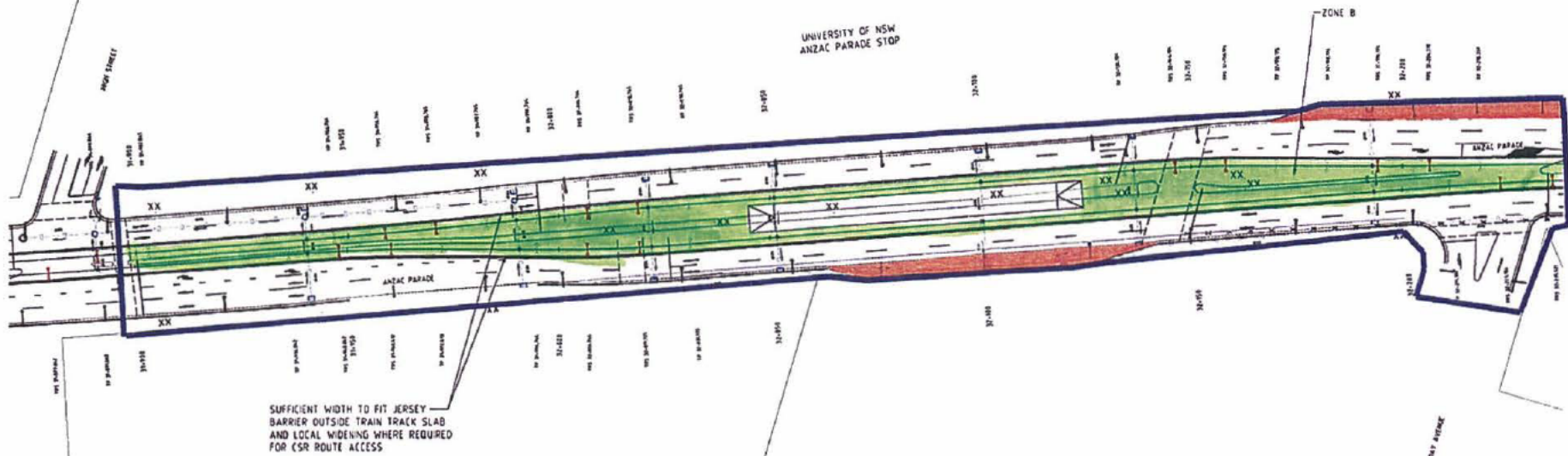
# OCCUPATION FEE AREAS

CONCEPT DESIGN

<p>Client</p> <p>Transport for NSW</p>		<p>DO NOT SCALE</p> <p>CONNECTING SYDNEY</p>		<p>Drawn: A.BK Drafting Check: D.SMITH Approved: A.COLLIS Date: 04/07/2014 Scale: 1:1000</p>		<p>Designer: A.M.P.H. Design Check: S.MORTON</p>		<p>SYDNEY LIGHT RAIL EASTERN EXTENSION CIRCULAR DUTY TO PARALLEL ALIGNMENT PLAN ROUTE A SHEET 1 OF 11</p>									
<p>Revision Table</p> <table border="1"> <thead> <tr> <th>No.</th> <th>Description</th> <th>By</th> <th>Date</th> </tr> </thead> <tbody> <tr> <td> </td> <td> </td> <td> </td> <td> </td> </tr> </tbody> </table>		No.	Description	By	Date					<p>Scale: 1:500 AT ORIGINAL SIZE</p>		<p>Drawn: A.BK Date: 04/07/2014</p>		<p>Checked: S.MORTON Date: 04/07/2014</p>		<p>Drawn: A1 Drawing No: SLR-CSY-DWG-CI-0100 Rev: A</p>	
No.	Description	By	Date														



**FEE AREA 30**



SUFFICIENT WIDTH TO FIT JERSEY BARRIER OUTSIDE TRAIN TRACK SLAB AND LOCAL WIDENING WHERE REQUIRED FOR CSR ROUTE ACCESS

**Fee Area 30 - Zone A is defined by:**

- PS-SE19
- PS-SE77A
- PS-SE77B
- PS-SE49
- PS-SE52
- PS-SE53

**LEGEND**  
 ZONE B

**OCCUPATION FEE AREAS**

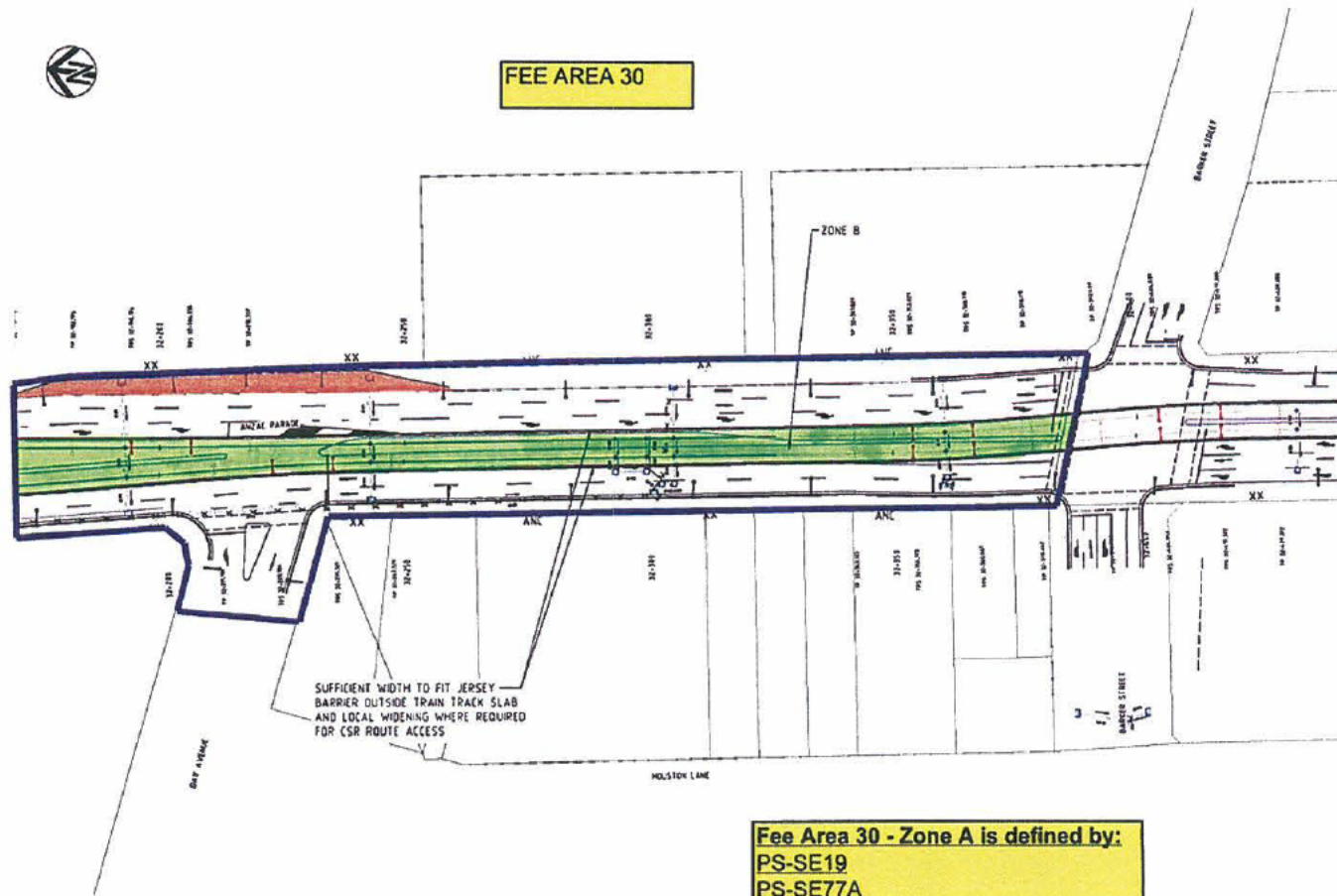
**CONCEPT DESIGN**

<p>SCALE 1:500 AT ORIGINAL SIZE</p>				<p><b>NSW GOVERNMENT</b></p>		<p><b>Transport for NSW</b></p>		<p><b>DO NOT SCALE</b></p> <p><b>CONNECTING SYDNEY</b></p>		<table border="1"> <tr> <td>Drawn</td> <td>ASB</td> <td>Designed</td> <td>ALSTOM</td> </tr> <tr> <td>Drafting</td> <td>D.SMITH</td> <td>Design</td> <td>GAHRTON</td> </tr> <tr> <td>Checked</td> <td></td> <td>Checked</td> <td></td> </tr> <tr> <td>Approved</td> <td>ACOLLE</td> <td colspan="2"></td> </tr> <tr> <td>Date</td> <td>04/07/2014</td> <td colspan="2">This drawing must not be used for construction without the appropriate approval.</td> </tr> <tr> <td>Scale</td> <td>1:1000</td> <td>Sheet No.</td> <td>A1</td> </tr> </table>		Drawn	ASB	Designed	ALSTOM	Drafting	D.SMITH	Design	GAHRTON	Checked		Checked		Approved	ACOLLE			Date	04/07/2014	This drawing must not be used for construction without the appropriate approval.		Scale	1:1000	Sheet No.	A1
Drawn	ASB	Designed	ALSTOM																																
Drafting	D.SMITH	Design	GAHRTON																																
Checked		Checked																																	
Approved	ACOLLE																																		
Date	04/07/2014	This drawing must not be used for construction without the appropriate approval.																																	
Scale	1:1000	Sheet No.	A1																																
<table border="1"> <tr> <td colspan="2"><b>Sydney Light Rail Eastern Extension</b></td> </tr> <tr> <td colspan="2">SHEET NO. 12 OF 19 (MIDWAY)</td> </tr> <tr> <td colspan="2">ALIGNMENT PLAN</td> </tr> <tr> <td colspan="2">ROUTE A</td> </tr> <tr> <td colspan="2">SHEET 1 OF 11</td> </tr> </table>		<b>Sydney Light Rail Eastern Extension</b>		SHEET NO. 12 OF 19 (MIDWAY)		ALIGNMENT PLAN		ROUTE A		SHEET 1 OF 11		<p>Drawing No: <b>SLR-CSY-DWG-CI-0100</b></p>		<p>Rev: <b>A</b></p>																					
<b>Sydney Light Rail Eastern Extension</b>																																			
SHEET NO. 12 OF 19 (MIDWAY)																																			
ALIGNMENT PLAN																																			
ROUTE A																																			
SHEET 1 OF 11																																			






**FEE AREA 30**



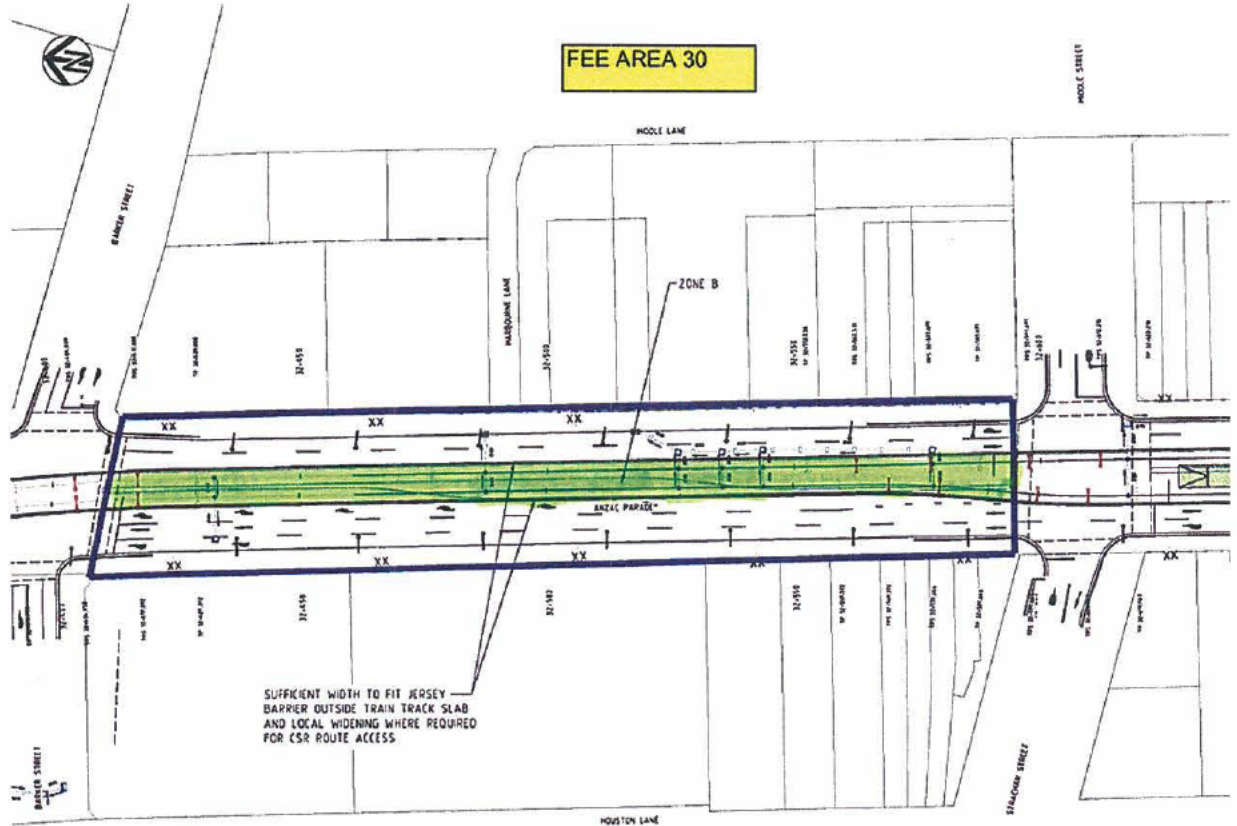
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 PS-SE19  
 PS-SE77A  
 PS-SE77B  
 PS-SE49  
 PS-SE52  
 PS-SE53

**LEGEND**  
 ZONE B

# OCCUPATION FEE AREAS

CONCEPT DESIGN

			 <b>Transport for NSW</b>		<b>DO NOT SCALE</b> 		Drawn: A.BK Design Check: G.MARTIN Approved: A.COLLIS Date: 04/07/2014 Scale: 1:1000		Desig. Drawn: A.BK Design Check: G.MARTIN <b>SYDNEY LIGHT RAIL EASTERN EXTENSION</b> CIRCULAR BURY TO RANBYCK ALIGNMENT PLAN ROUTE A SHEET 1 OF 11	
No. Revision Date <small>* For all other drawings on original size of drawing or full version of drawing</small>			Class <small>© CAD Software: AutoCAD LT 2014</small>		Date: 04/07/2014 Scale: 1:1000 <small>This drawing must be used for the purposes of the project as shown.</small>		Drawing No: <b>SLR-CSY-DWG-CI-0100</b>		Rev: A	



**FEE AREA 30**

**Fee Area 30 - Zone A is defined by:**  
 PS-SE19  
 PS-SE77A  
 PS-SE77B  
 PS-SE49  
 PS-SE52  
 PS-SE53

**LEGEND**  
 ZONE B

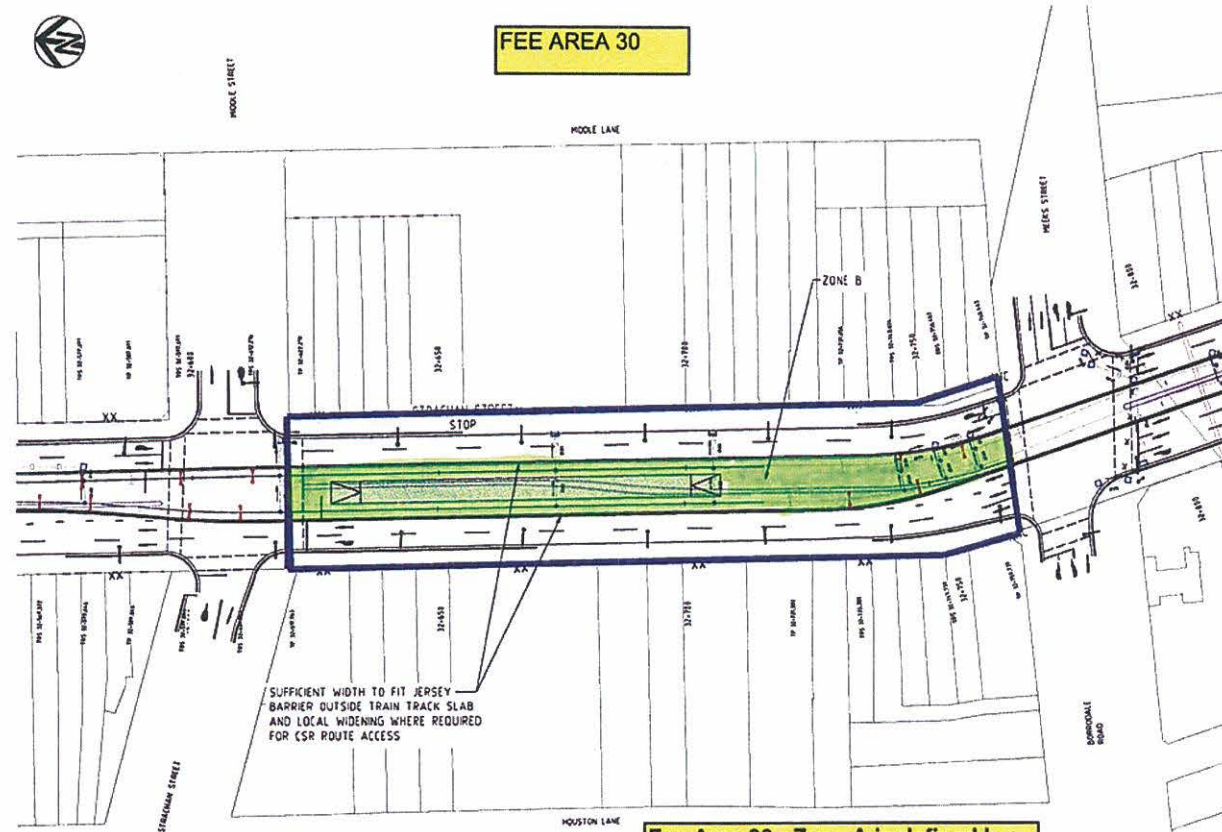
**OCCUPATION FEE AREAS**

**CONCEPT DESIGN**

 SCALE 1:500 AT ORIGINAL SIZE		 <b>Transport for NSW</b>	<b>DO NOT SCALE</b> 	Drawn: AJK Design Check: GACATZ Date: 04/07/2014 Scale: 1:1000	Design: ALBIFAN Design Check: GACATZ Date: 04/07/2014 <small>This Drawing must not be used for Construction unless approved as Approved</small>	<b>SYDNEY LIGHT RAIL EASTERN EXTENSION</b> OPHELIAN QUAY TO RANMOCK ALIGNMENT PLAN ROUTE A SHEET 1 OF 11 Drawing No: <b>SLR-CSY-DWG-CI-0100</b> Rev: A
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**FEE AREA 30**



SUFFICIENT WIDTH TO FIT JERSEY BARRIER OUTSIDE TRAIN TRACK SLAB AND LOCAL WIDENING WHERE REQUIRED FOR CSR ROUTE ACCESS

**Fee Area 30 - Zone A is defined by:**  
 PS-SE19  
 PS-SE77A  
 PS-SE77B  
 PS-SE49  
 PS-SE52  
 PS-SE53

**LEGEND**  
 ZONE B

# OCCUPATION FEE AREAS

CONCEPT DESIGN

No.	Revisions	Date	By	App'd
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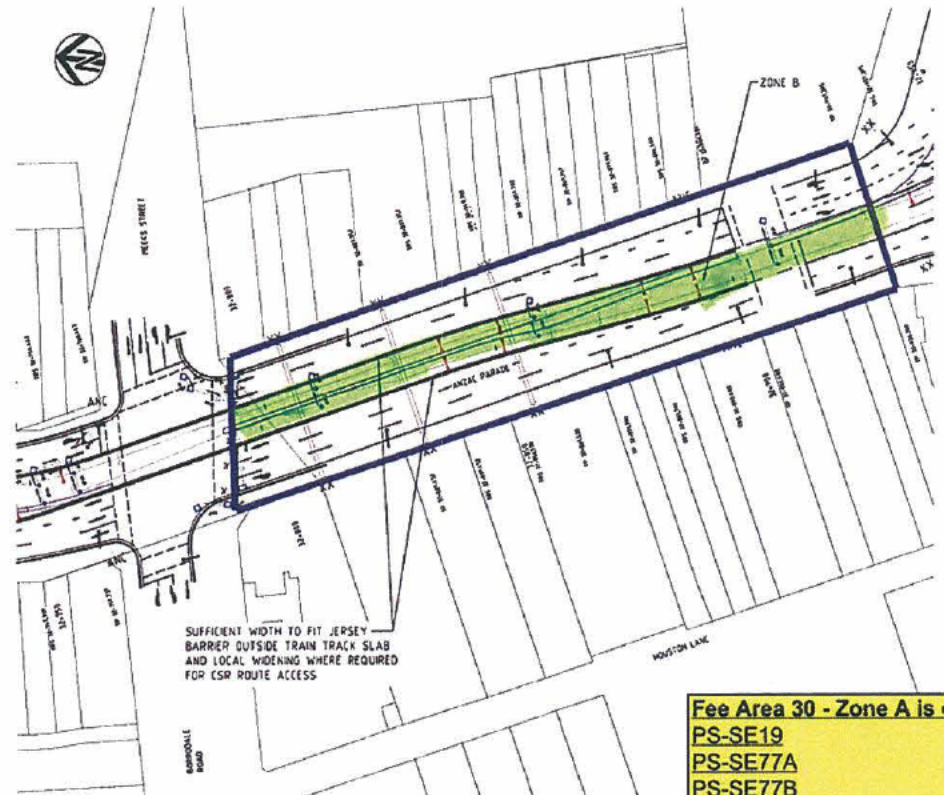


<b>DO NOT SCALE</b>	Drawn: ADP	Designer: ADP/PAN
Drafting Check: D.SAWN	Design Check: G.MORTON	
Approved: A.COLLIE	Date: 04/07/2014	
Scale: 1:1000	This drawing must not be used for construction unless signed off as approved.	

SYDNEY LIGHT RAIL EASTERN EXTENSION	
CIRCULAR QUAY TO RANDWICK ALIGNMENT PLAN	
ROUTE A	
SHEET 1 OF 77	
Drawn: ADP	Rev: A
Drawing No: SLR-CSY-DWG-CI-0100	



**FEE AREA 30**



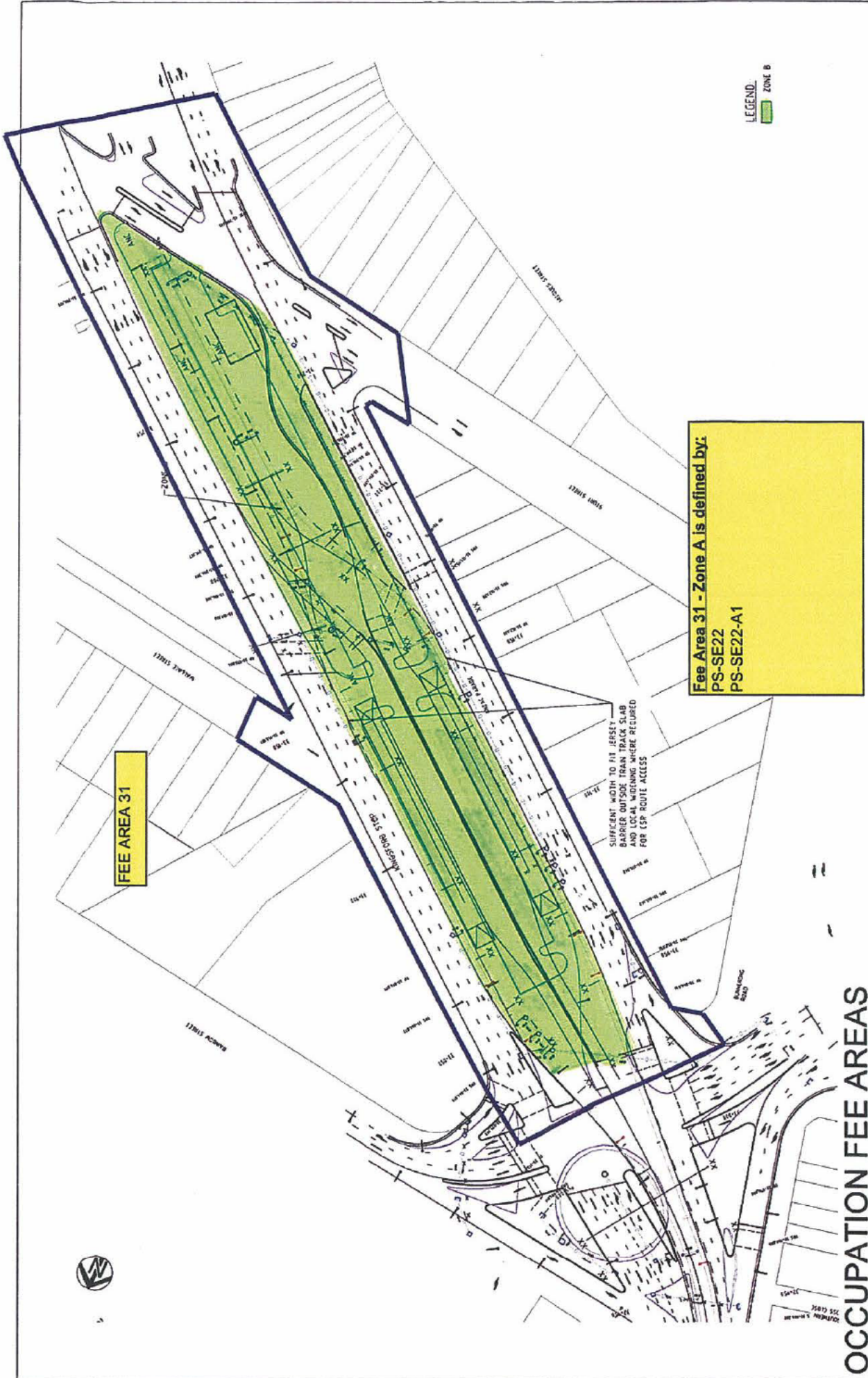
**Fee Area 30 - Zone A is defined by:**  
 PS-SE19  
 PS-SE77A  
 PS-SE77B  
 PS-SE49  
 PS-SE52  
 PS-SE53

**LEGEND**  
 ZONE B

**OCCUPATION FEE AREAS**

**CONCEPT DESIGN**

								DO NOT SCALE Drawn: A.SIK Designing: G.SARTI Approved: A.COLLIS Date: 04/07/2014 Scale: 1:500		Designer: A.JOVAN Design: G.MAYOR Date: 04/07/2014 Scale: 1:500		SYDNEY LIGHT RAIL EASTERN EXTENSION CIRCULAR DRAIN TO ROADWORK ALIGNMENT PLAN ROUTE A SHEET 1 OF 19 Drawing No: SLR-CSY-DWG-CI-0100		Rev: A
Project: 12 November 2014 11:41 PM Drawn by: Steve Smith Checked by: C. GARDNER Date: 04/07/2014		Title: C:\AD\Projects\SLR\Drawings\CI-0100.dwg		Author: A.SIK		Designer: G.MAYOR		Date: 04/07/2014		Scale: 1:500		Drawing No: SLR-CSY-DWG-CI-0100		Rev: A



# OCCUPATION FEE AREAS

**CONCEPT DESIGN**

<b>Client</b>	NSW GOVERNMENT	<b>Project</b>	SYDNEY LIGHT RAIL EASTERN EXTENSION	<b>Drawing No.</b>	SLR-CSY-DWG-CI-0100	<b>Rev.</b>	A
<b>DO NOT SCALE</b>		<b>Project Name</b>	ALLENBY TO SANDO ALLENBY POINT ROUTE (A1)	<b>Project No.</b>	SLR-CSY-DWG-CI-0100		
<b>Scale</b>	1:1000	<b>Project Address</b>	ALLENBY POINT	<b>Project Status</b>	CONCEPT DESIGN		
<b>Scale</b>	1:1000	<b>Project Date</b>	14/03/2014	<b>Project Manager</b>	ALLENBY POINT		

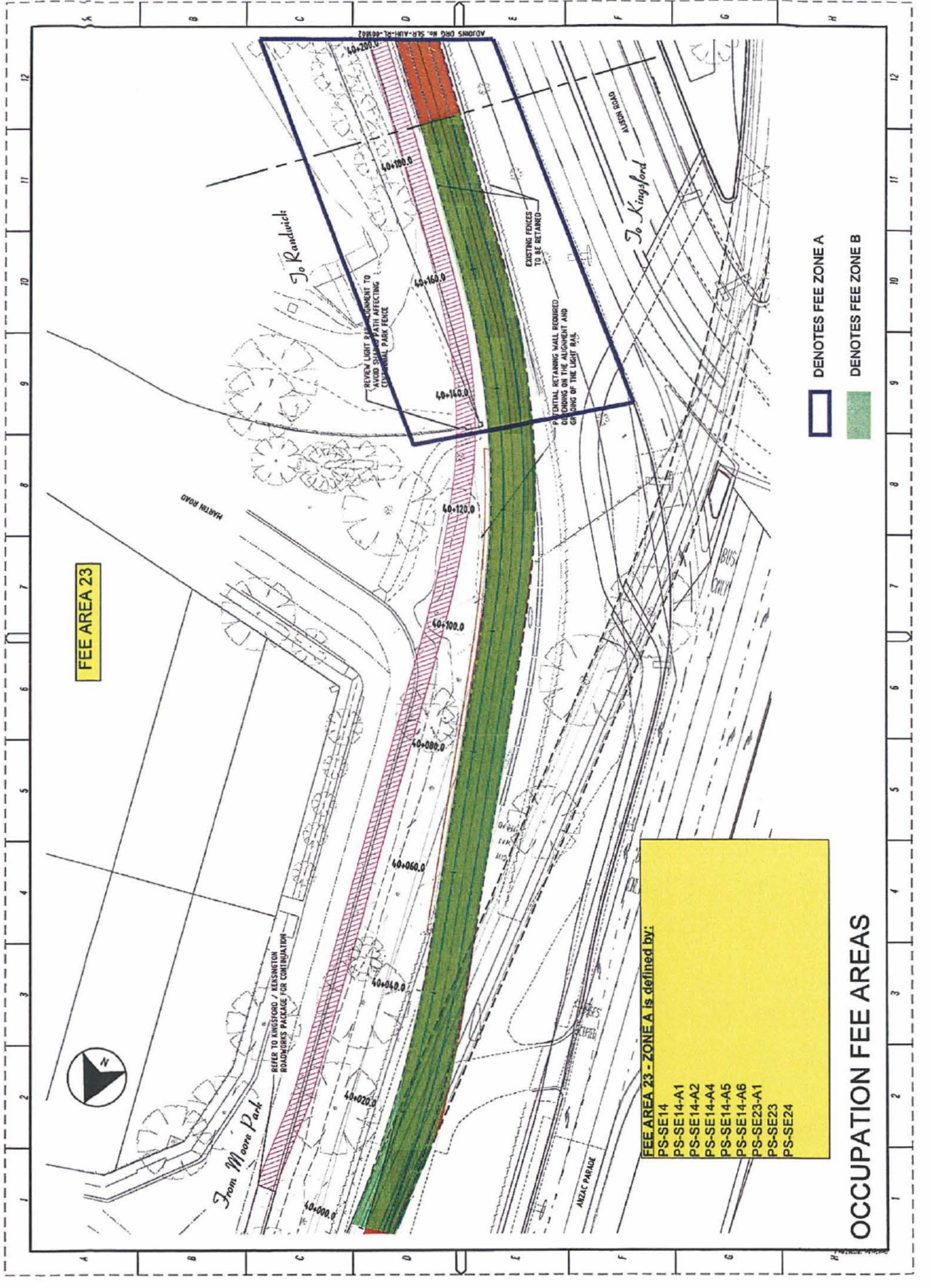
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1. DRAWING COMPLETION  
 2. CHECKED  
 3. APPROVED  
 4. ISSUED FOR TENDERS  
 5. ISSUED FOR CONSTRUCTION  
 6. AS-BUILT  
 7. REVISED  
 8. REVISED  
 9. REVISED  
 10. REVISED  
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 12. REVISED  
 13. REVISED  
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 24. REVISED  
 25. REVISED

Date: 14/03/2014 14:03:04  
 Project: Sydney Light Rail

File No: C:\000\Drawings\Drawings\Concept Design\0100





**FEE AREA 23**

 DENOTES FEE ZONE A

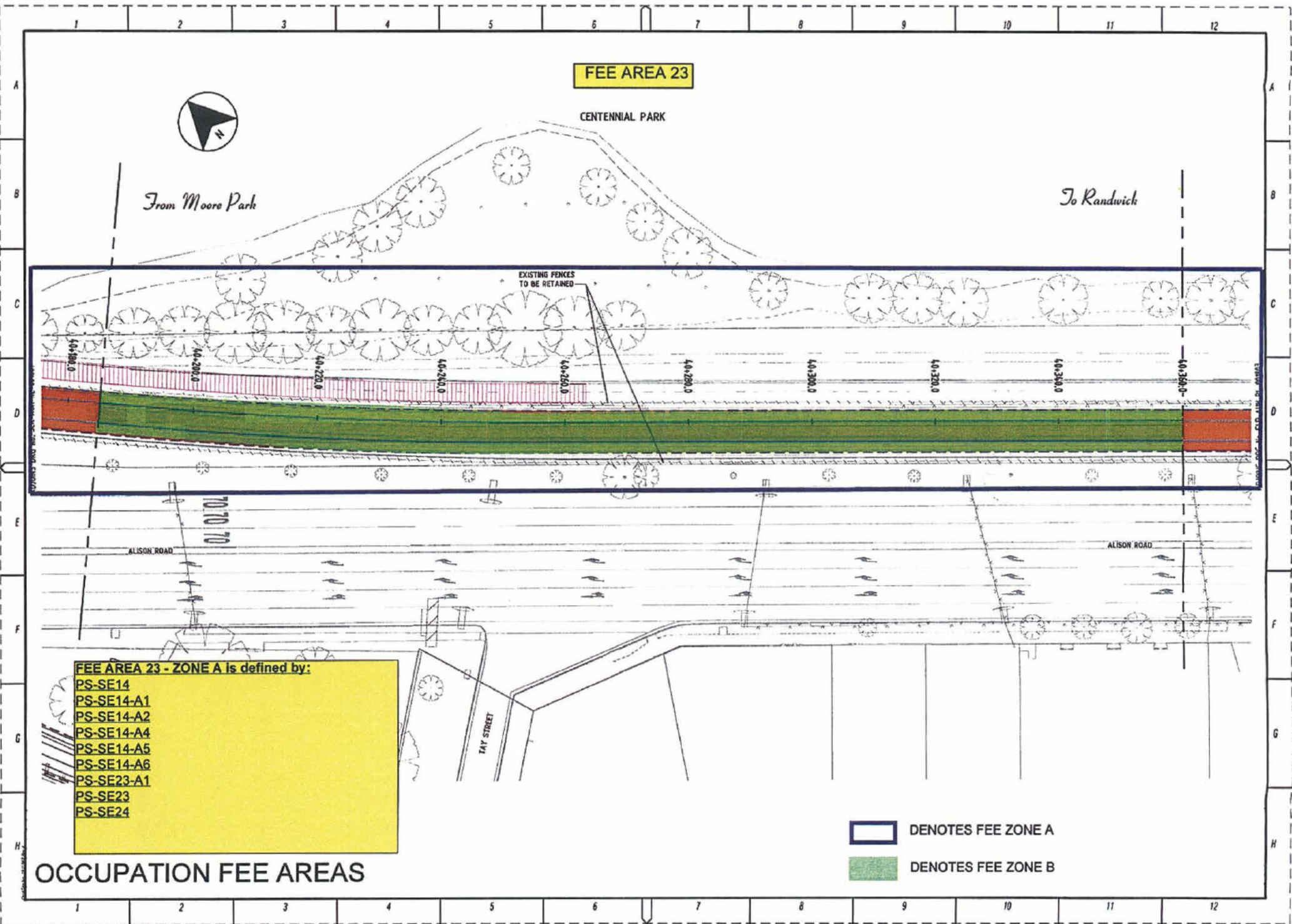
 DENOTES FEE ZONE B

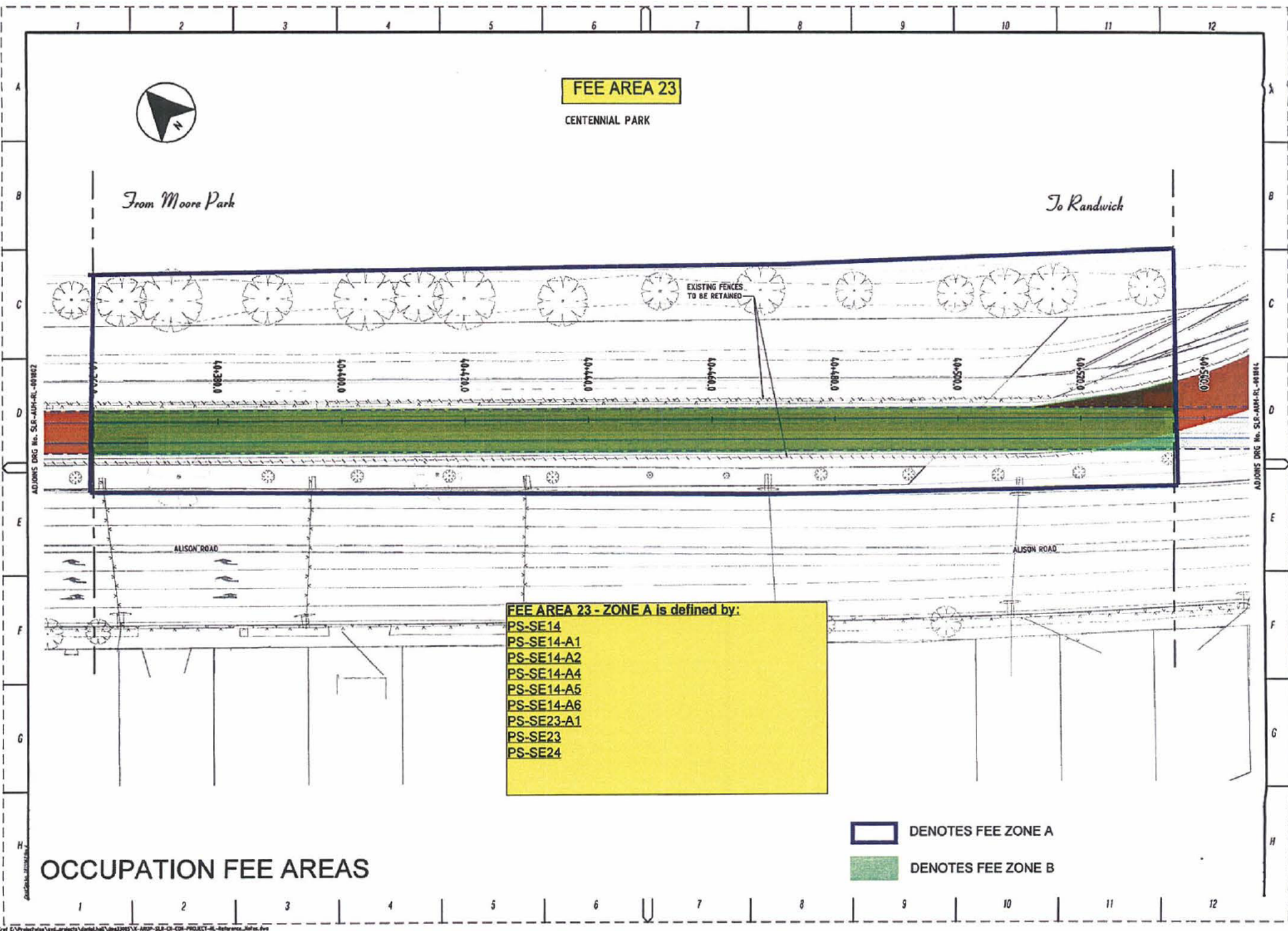
**FEE AREA 23 - ZONE A is defined by:**

- PS-SE14
- PS-SE14-A1
- PS-SE14-A2
- PS-SE14-A4
- PS-SE14-A5
- PS-SE14-A6
- PS-SE23-A1
- PS-SE23
- PS-SE24

**OCCUPATION FEE AREAS**







**FEE AREA 23**

CENTENNIAL PARK

*From Moore Park*

*To Randwick*

EXISTING FENCES  
TO BE RETAINED

**FEE AREA 23 - ZONE A is defined by:**  
PS-SE14  
PS-SE14-A1  
PS-SE14-A2  
PS-SE14-A4  
PS-SE14-A5  
PS-SE14-A6  
PS-SE23-A1  
PS-SE23  
PS-SE24



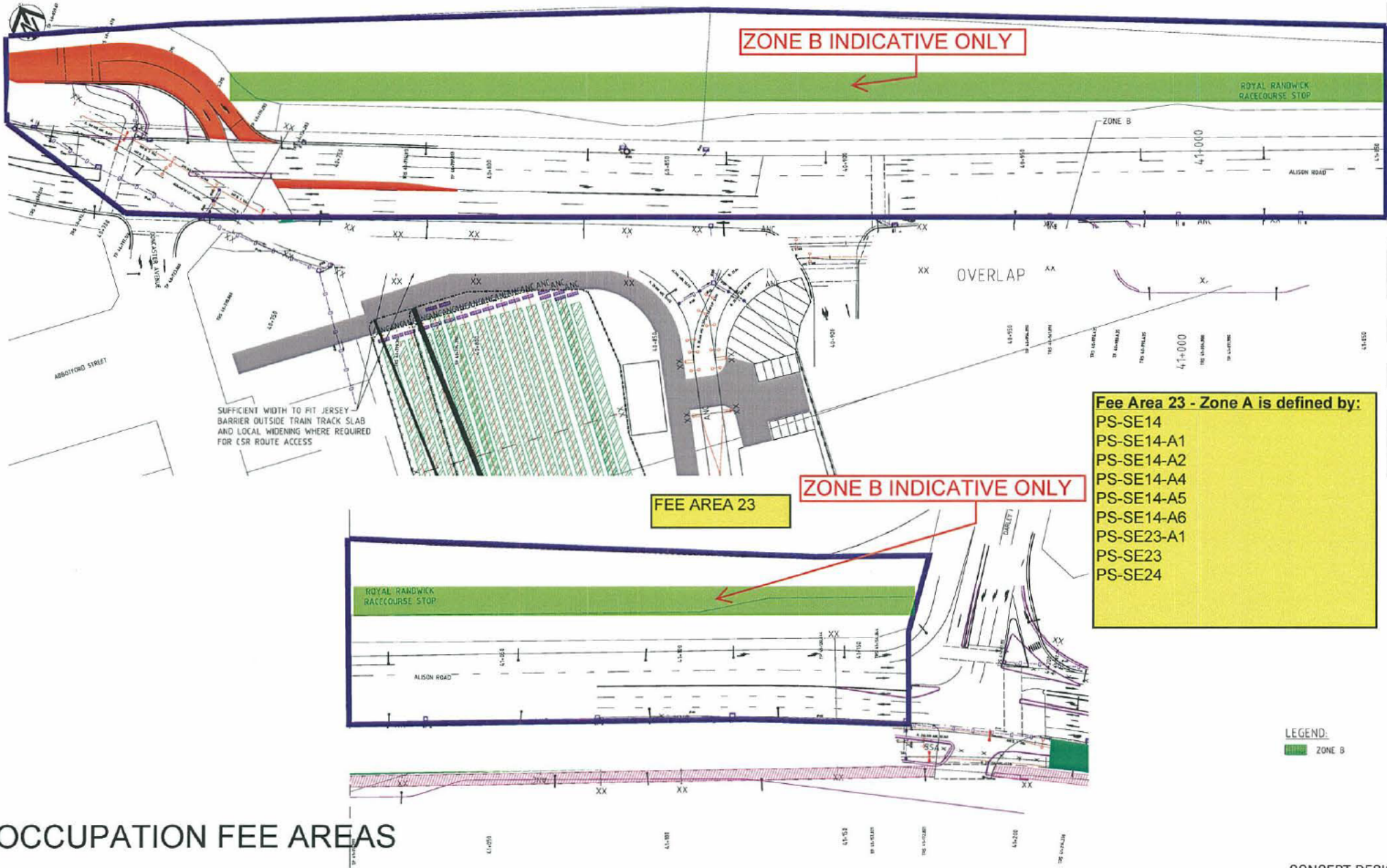
DENOTES FEE ZONE A



DENOTES FEE ZONE B

**OCCUPATION FEE AREAS**





- Fee Area 23 - Zone A is defined by:**
- PS-SE14
  - PS-SE14-A1
  - PS-SE14-A2
  - PS-SE14-A4
  - PS-SE14-A5
  - PS-SE14-A6
  - PS-SE23-A1
  - PS-SE23
  - PS-SE24

# OCCUPATION FEE AREAS

CONCEPT DESIGN

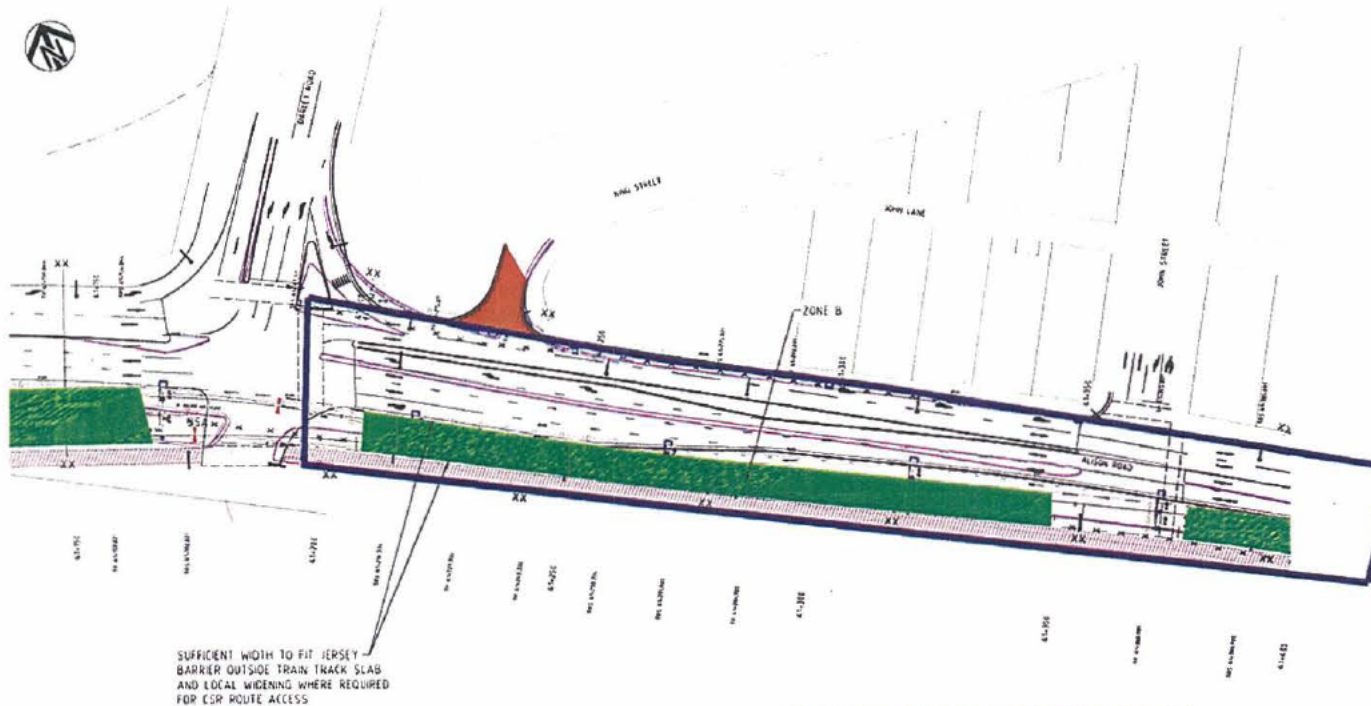
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1	03/08/15 (08/07/15) ALON	15/08/15	SLR/201			
No. / Revision / Date / By / Appr. / Drawn / Checked						



<b>DO NOT SCALE</b>	
Drawn: A.BIR	Designer: A.WIRPAN
Drafting Check: B.SWOTH	Design Check: S.MORTON
Approved: A.COLLIS	
Date: 04/07/2014	
Scale: 1:1000	The Drawing must not be used for construction unless approved.

<b>SYDNEY LIGHT RAIL EASTERN EXTENSION</b>		
CIRCULAR QUAY TO RANDWICK ALIGNMENT PLAN		
ROUTE A		
SHEET 1 OF 11		
Sheet No:	<b>A1</b>	Rev: A
Drawing No:	SLR-CSY-DWG-CI-0100	

**FEE AREA 24**



SUFFICIENT WIDTH TO FIT JERSEY BARRIER OUTSIDE TRAIN TRACK SLAB AND LOCAL WIDENING WHERE REQUIRED FOR CSR ROUTE ACCESS

**Fee Area 24 - Zone A is defined by:**  
 PS-SE65  
 PS-SE31  
 PS-SE30  
 PS-SE68  
 PS-SE34

**LEGEND**  
 ZONE B

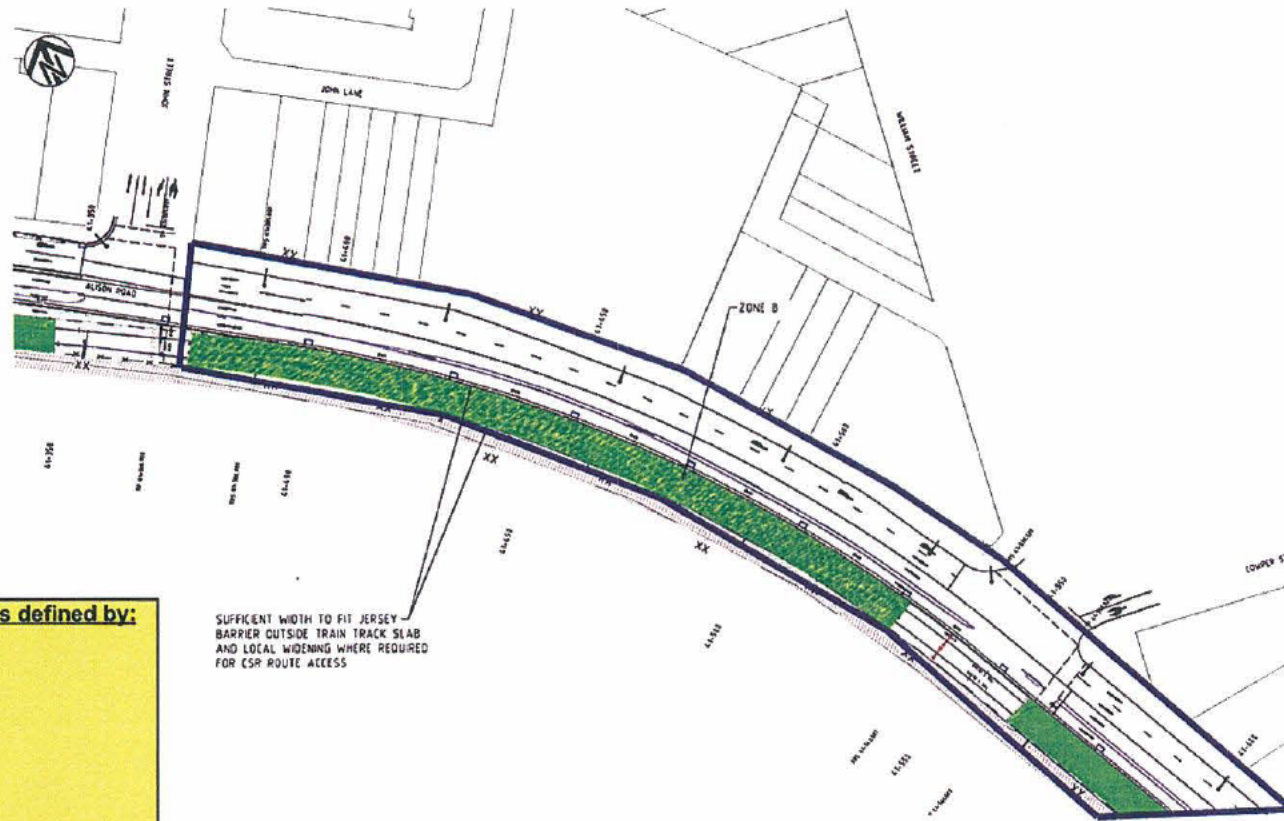
**OCCUPATION FEE AREAS**

CONCEPT DESIGN

					Do not SCALE Drawn: ASK Design: ANHWAN Checked: DMARIN Design Check: GABONTON Approved: ACDLIS Date: 08/02/14 Scale: 1:100 This drawing must be used for the project as approved.	SYDNEY LIGHT RAIL EASTERN EXTENSION CIRCLE IN DUTY TO PANAMA ALIGNMENT PLAN ROUTE A SHEET 167/11 Drawing No: SLR-CSY-DWG-CI-0100 Rev: A
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**FEE AREA 24**



**Fee Area 24 - Zone A is defined by:**

- PS-SE65
- PS-SE31
- PS-SE30
- PS-SE68
- PS-SE34

SUFFICIENT WIDTH TO FIT JERSEY BARRIER OUTSIDE TRAIN TRACK SLAB AND LOCAL WIDENING WHERE REQUIRED FOR CSR ROUTE ACCESS

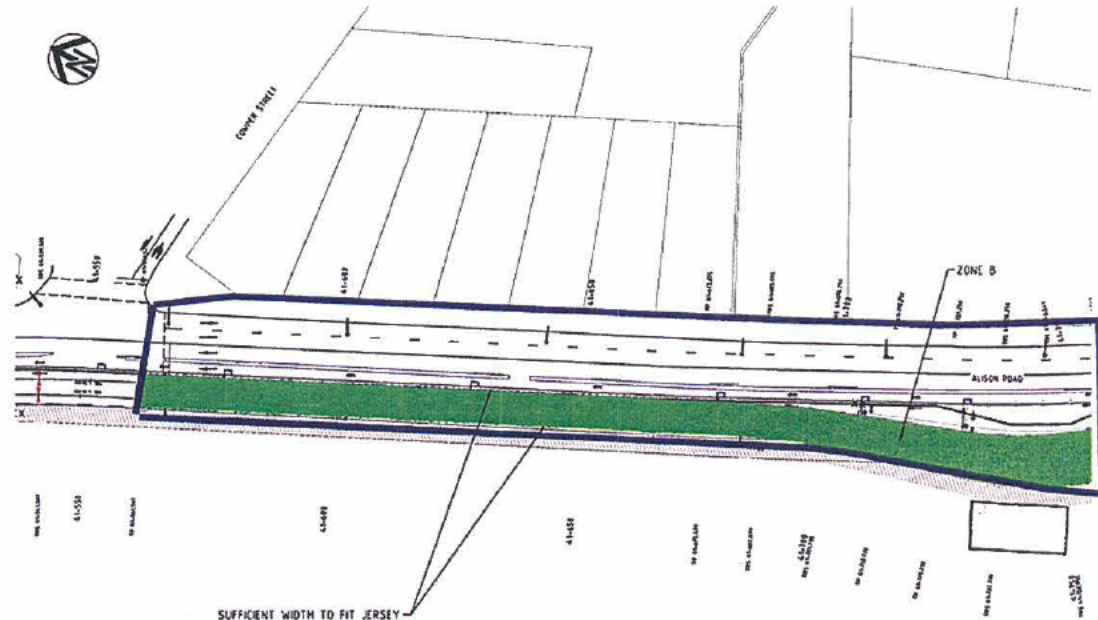
**LEGEND**  
 ZONE B

**OCCUPATION FEE AREAS**

**CONCEPT DESIGN**

								<b>DO NOT SCALE</b>		Drawn: A.SRE Drafting Check: S.SWTR Approved: A.COLLIS Date: 04/07/2014 Scale: 1:1000		Designer: A.SRPM Design Check: CLMAYTON		SYDNEY LIGHT RAIL EASTERN EXTENSION ORCHARD QUAY TO PAROKEE ALIGNMENT PLAN ROUTE A SHEET 1 OF 77	
No. Revisions: None. * indicates replacement or amended issue of drawing or last revision of drawing.		Drawn: [Signature] Date: [Date]		Checked: [Signature] Date: [Date]		Approved: [Signature] Date: [Date]		This Drawing must not be used for construction unless signed as Approved.		Sheet of 77: <b>A1</b>		Drawing No: <b>SLR-CSY-DWG-CI-0100</b>		Rev: <b>A</b>	

**FEE AREA 24**



SUFFICIENT WIDTH TO FIT JERSEY BARRIER OUTSIDE TRAIN TRACK SLAB AND LOCAL WIDENING WHERE REQUIRED FOR CSR ROUTE ACCESS

**Fee Area 24 - Zone A is defined by:**  
 PS-SE65  
 PS-SE31  
 PS-SE30  
 PS-SE68  
 PS-SE34

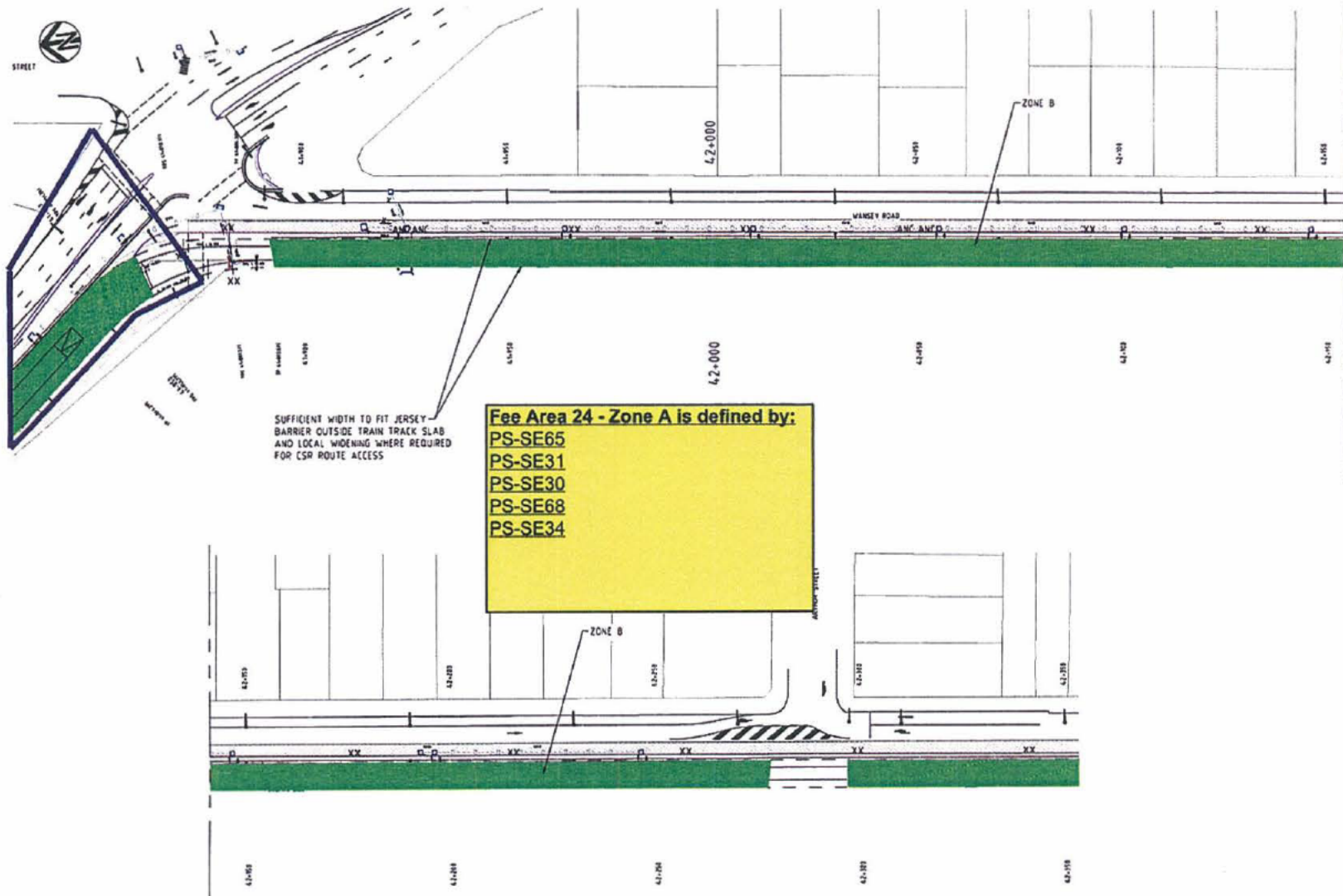
**LEGEND**  
 ZONE B

**OCCUPATION FEE AREAS**

**CONCEPT DESIGN**

					Drawn: A.JBK Drafting Check: D.BMTH Approved: A.COLLIS Date: 04/07/2014 Scale: 1:1000	Designer: A.JRPMAN Design Check: G.VARDON	SYDNEY LIGHT RAIL EASTERN EXTENSION ENGINEER DAY 13 BENCHMARK ALIGNMENT PLAN ROUTE A SHEET 1 OF 77
No. 10/10/14 Date: 13 November 2014 10:54 PM Drawn: Daniel Smith	No. 10/10/14 Date:				NSW GOVERNMENT Transport for NSW CONNECTING SYDNEY	This Drawing must not be used for construction or other legal purposes without the signed approval of the Designer.	Drawing No: SLR-CSY-DWG-CI-0100 Rev: A

**FEE AREA 24**



**LEGEND**  
 ZONE B

**OCCUPATION FEE AREAS**

**CONCEPT DESIGN**

Author	Drawn	Checked	Design	Approved	Date

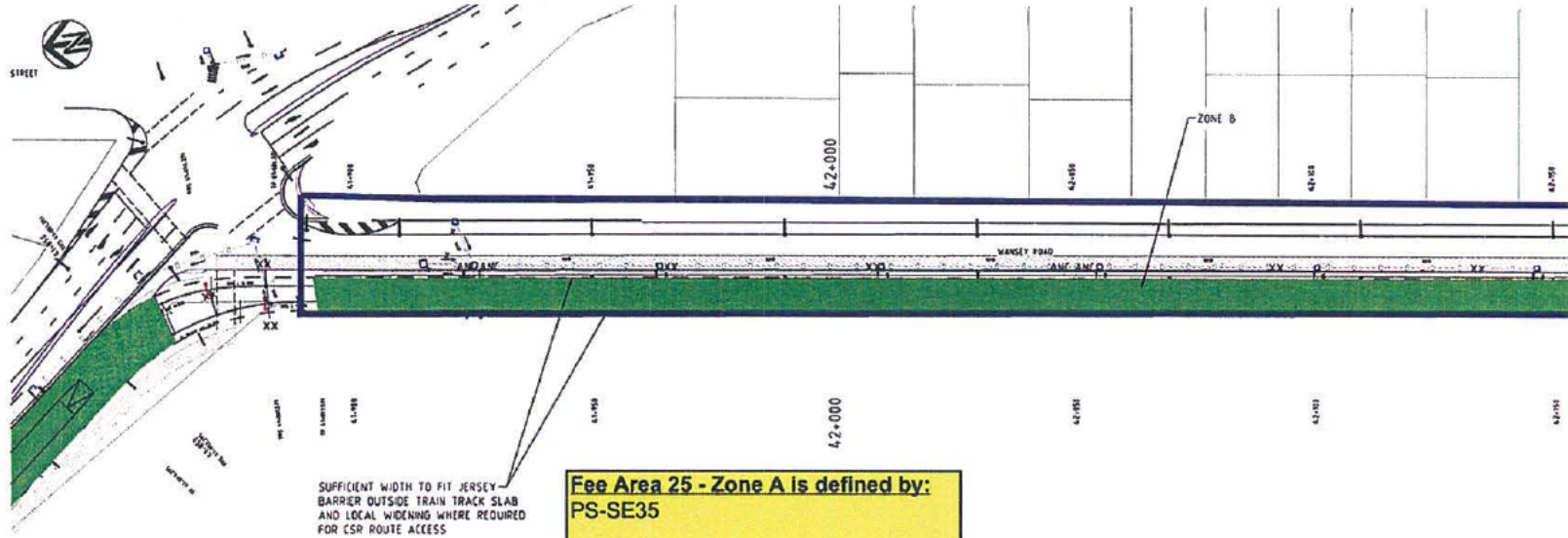


Drawn	ABH	Designer	ASHKAN
Drawn/Check	D SMITH	Design/Check	GAWTON
Approved	A COLLIS		
Date	04/07/2014		
Scale	1:1000		

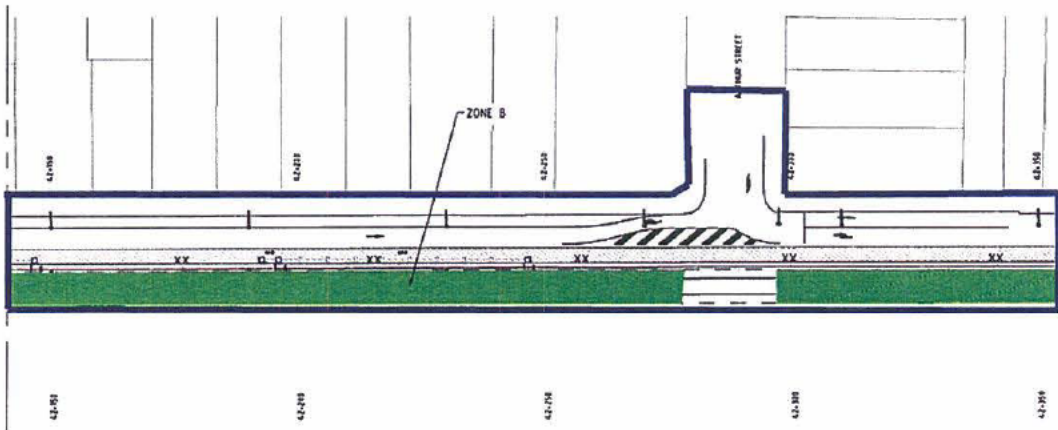
<b>SYDNEY LIGHT RAIL EASTERN EXTENSION</b>	
SPECIALIST QUARTERS PANCHENIA	
ALIGNMENT PLAN	
ROUTE A	
SHEET 1 OF 19	
Sheet No.	A1
Drawing No.	SLR-CSY-DWG-CI-0100
Rev.	A



**FEE AREA 25**



**Fee Area 25 - Zone A is defined by:  
PS-SE35**



**LEGEND**  
 ZONE A  
 ZONE B

**OCCUPATION FEE AREAS**

**CONCEPT DESIGN**

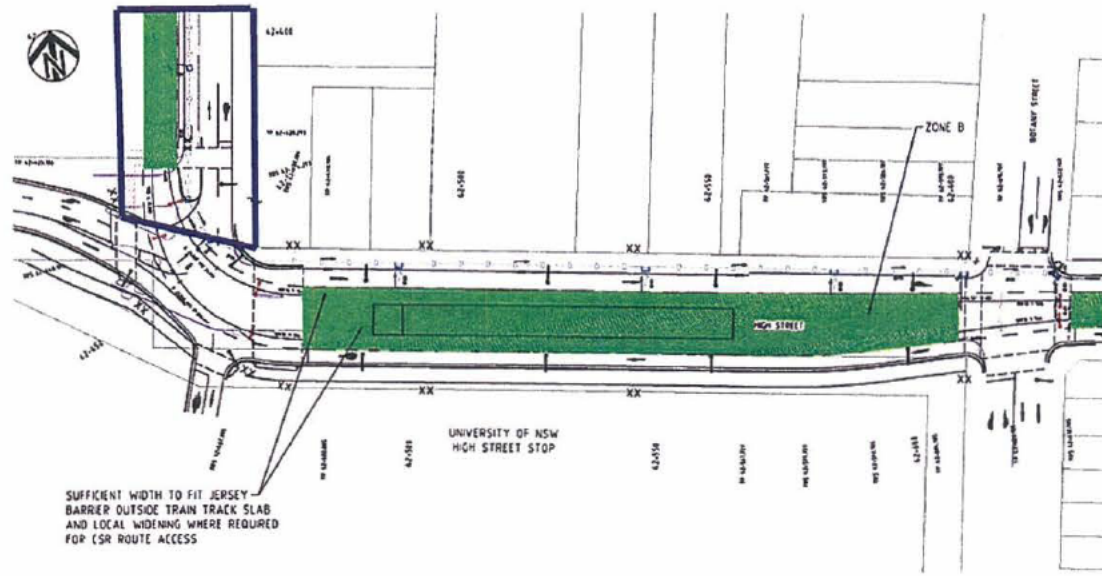
NO.	REVISION	DATE	BY	CHKD
1	ISSUED FOR CONSTRUCTION	13/11/2018	DAVID SMITH	DAVID SMITH



<b>DO NOT SCALE</b>	Drawn: A.B.H.	Designer: A.J.P.M.S.
Drafting Check: D.S.M.H.	Design Check: S.A.M.P.H.	
Approved: A.C.O.L.L.E.	Date: 24/07/2018	
Scale: 1:1000	This Drawing must not be used for Construction unless signed as Approved	

<b>SYDNEY LIGHT RAIL EASTERN EXTENSION</b>		
CIRCULAR QUAY TO RANDWICK ALIGNMENT PLAN		
ROUTE A SHEET 1 OF 11		
Page No: <b>A1</b>	Drawing No: <b>SLR-CSY-DWG-CI-0100</b>	Rev: <b>A</b>

**FEE AREA 25**



**Fee Area 25 - Zone A is defined by:**  
PS-SE35

**LEGEND**  
 ZONE B

**OCCUPATION FEE AREAS**

**CONCEPT DESIGN**

Author	SLR/CSY/2017/001	By	LAPIN	Date	24/12/14
Checked		By		Date	
Approved		By		Date	

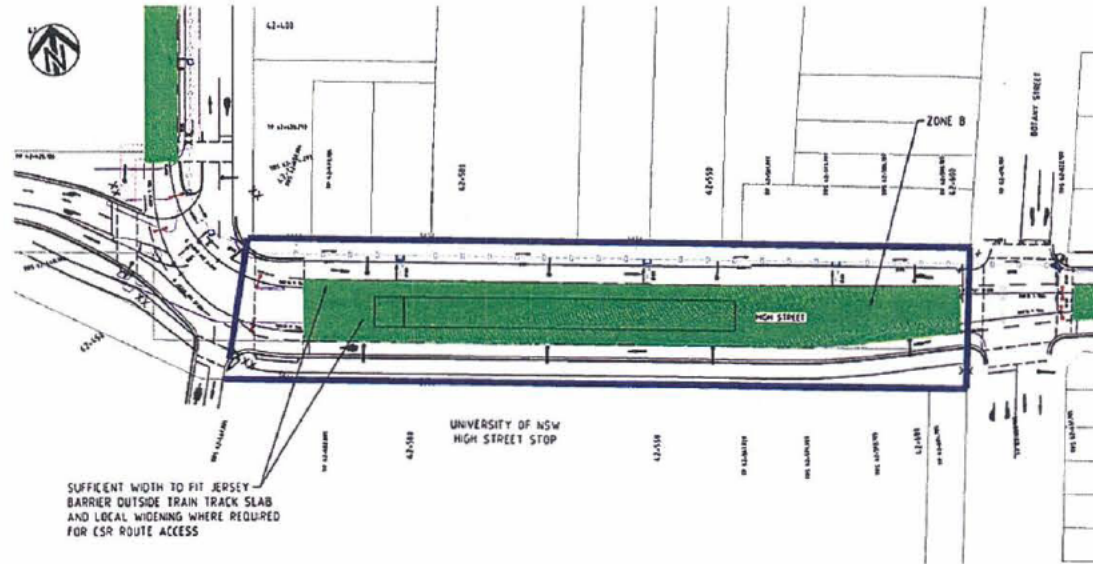


Drawn	ABK	Designer	AJBY/MS
Drafting Check	D.SWTH	Design Check	G.MORTON
Approved	ACOLLS		
Date	24/12/2014		
Scale	1:1000		

<b>SYDNEY LIGHT RAIL EASTERN EXTENSION</b>	
SPICULAR QUAY TO RAYMOND	
ALIGNMENT PLAN	
ROUTE A	
SHEET 1 OF 19	
Operation	A1
Drawing No.	SLR-CSY-DWG-CI-0100
Rev.	A



**FEE AREA 26**



**Fee Area 26 - Zone A is defined by:**  
 PS-SE36  
 PS-SE36A  
 PS-SE71  
 PS-SE73  
 TA-SE21

**LEGEND**  
 ZONE B

**OCCUPATION FEE AREAS**

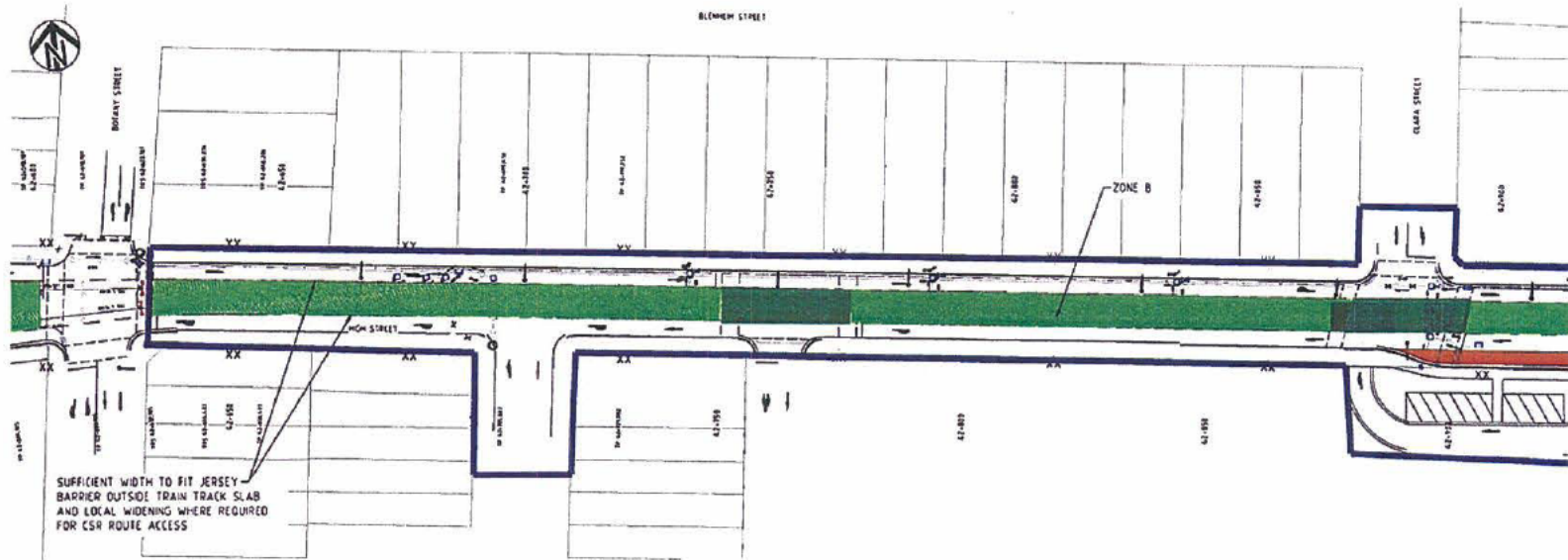
**CONCEPT DESIGN**




<b>DO NOT SCALE</b>	Drawn: A.BK	Design: KARPAL
	Drafted: S.MATH	Design Check: GAVINON
	Approved: A.SELLE	
	Date: 04/07/2014	
	Scale: 1:1000	

<b>SYDNEY LIGHT RAIL EASTERN EXTENSION</b>	
EXPLANATORY TO NADIMOX ALIGNMENT PLAN	
ROUTE A SHEET 1 OF 11	
Sheet No: <b>A1</b>	Drawing No: <b>SLR-CSY-DWG-CI-0100</b>
	Rev: <b>A</b>

**FEE AREA 26**



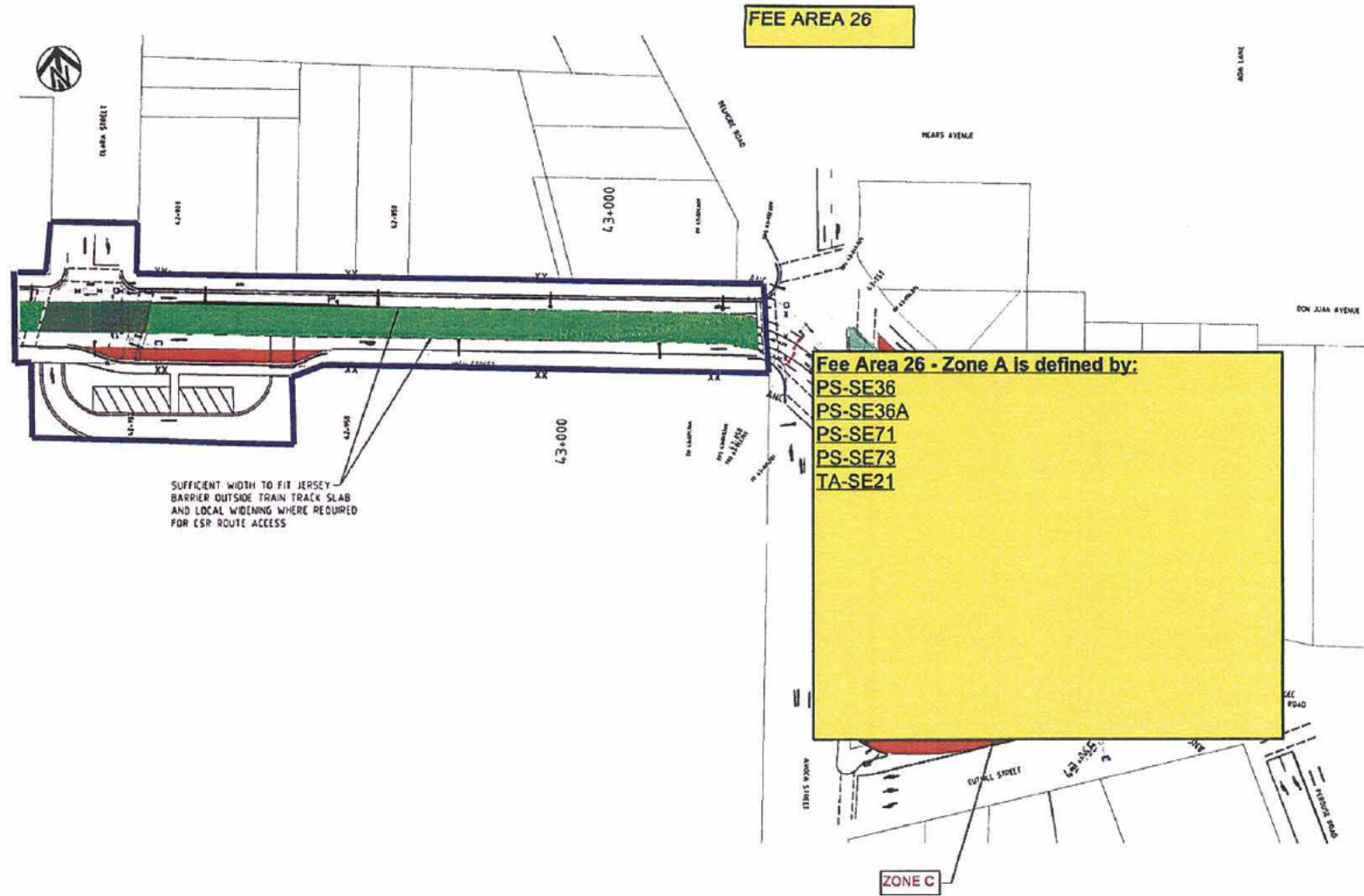
**Fee Area 26 - Zone A is defined by:**  
 PS-SE36  
 PS-SE36A  
 PS-SE71  
 PS-SE73  
 TA-SE21

**LEGEND**  
 [Green Box] ZONE B

**OCCUPATION FEE AREAS**

**CONCEPT DESIGN**

<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th>No</th> <th>Revision</th> <th>Date</th> <th>By</th> <th>Check</th> <th>Appr.</th> <th>Date</th> </tr> <tr> <td> </td> <td> </td> <td> </td> <td> </td> <td> </td> <td> </td> <td> </td> </tr> </table>	No	Revision	Date	By	Check	Appr.	Date									<p><b>Transport for NSW</b></p>	<p><b>DO NOT SCALE</b></p>	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td>Drawn: AJB</td> <td>Designer: A.SRIVASTAVA</td> </tr> <tr> <td>Draw/ing Check: D.MARTIN</td> <td>Design Check: G.MARTON</td> </tr> <tr> <td>Approved: A.COLLIER</td> <td> </td> </tr> <tr> <td>Date: 04/07/2014</td> <td> </td> </tr> <tr> <td>Scale: 1:500</td> <td>This Drawing must not be used for construction of works without approval.</td> </tr> </table>	Drawn: AJB	Designer: A.SRIVASTAVA	Draw/ing Check: D.MARTIN	Design Check: G.MARTON	Approved: A.COLLIER		Date: 04/07/2014		Scale: 1:500	This Drawing must not be used for construction of works without approval.	<p><b>SYDNEY LIGHT RAIL EASTERN EXTENSION</b>                  SPECIAL DUTY TO RAMPONOK                  ALIGNMENT PLAN                  ROUTE A                  SHEET 1 OF 11</p> <p>Original Size: A1                  Drawing No: SLR-CSY-DWG-CI-0100                  Rev: A</p>
No	Revision	Date	By	Check	Appr.	Date																							
Drawn: AJB	Designer: A.SRIVASTAVA																												
Draw/ing Check: D.MARTIN	Design Check: G.MARTON																												
Approved: A.COLLIER																													
Date: 04/07/2014																													
Scale: 1:500	This Drawing must not be used for construction of works without approval.																												

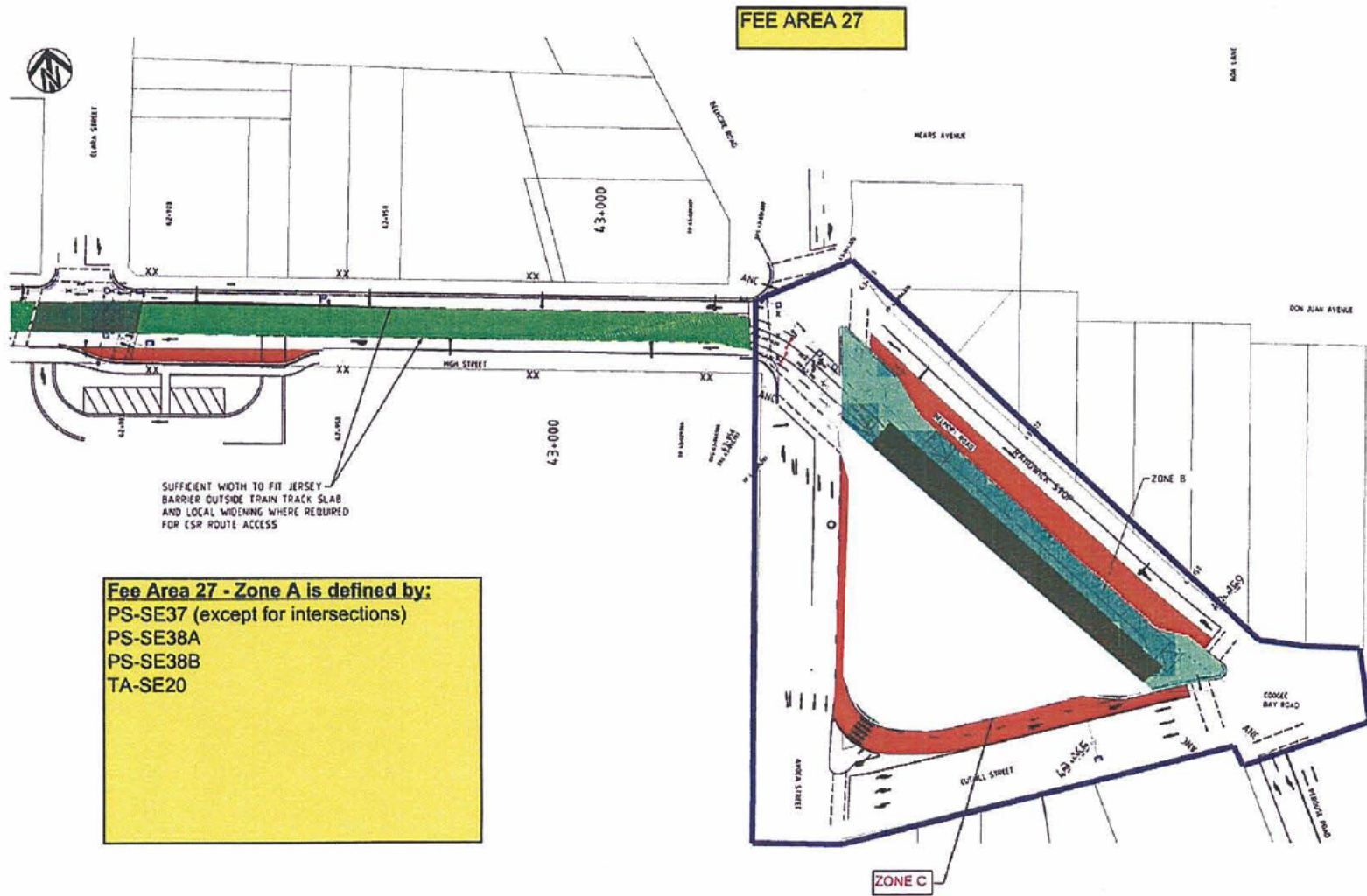


# OCCUPATION FEE AREAS

CONCEPT DESIGN

1. BUILT FOR STREETS No. Revision Name * Indicates signature on original issue of drawing is last revision of drawing Drawn: Date:	36 ALP/17/1 14/10/14					Drawn: A.SB Design Check: G.SMITH Approved: A.COLLE Date: 04/07/2014 Scale: 1:1000	Des'gner: A.SB Design Check: GAYLTON	SYDNEY LIGHT RAIL EASTERN EXTENSION CIRCULAR DUTY TO BARRICK ALIGNMENT PLAN ROUTE A SHEET 1 OF 11	Drawing No: SLR-CSY-DWG-CI-0100 Rev: A
						This drawing must not be used for construction unless signed as approved.			





**Fee Area 27 - Zone A is defined by:**  
 PS-SE37 (except for intersections)  
 PS-SE38A  
 PS-SE38B  
 TA-SE20

# OCCUPATION FEE AREAS

CONCEPT DESIGN

NO	REVISIONS	DATE	BY	CHKD



Client

**Transport for NSW**

**DO NOT SCALE**

CONNECTING SYDNEY

Drawn	A.SB	Designer	AJDP/AM
Drafting Check	G.SA/TH	Design Check	SAW/TON
Approved	A.COLLIE	Date	04/07/2014
Scale	1:500	This Drawing must not be used for the Execution of works without Approval	

SYDNEY LIGHT RAIL EASTERN EXTENSION	
REGULAR DUTY TO RANGWICK	
ALIGNMENT PLAN	
ROUTE A	
SHEET 1 OF 17	
Drawing No:	SLR-CSY-DWG-CI-0100
Rev:	A

## Schedule B10

### Roads Act Approval Conditions

(Clause 6.2)

#### 1. **OPCO'S OBLIGATIONS IN RESPECT OF ROADS ACT APPROVAL**

OpCo must comply with all of the obligations, consent conditions and requirements of the Roads Act Approval except to the extent that:

- (a) this Schedule B10 (*Roads Act Approval Conditions*):
  - (i) provides that TfNSW will comply with the obligation, consent condition or requirement; or
  - (ii) limits OpCo's responsibility in respect of that obligation, consent condition or requirement;
- (b) the relevant Roads Act Approval consent condition can only be complied with prior to the date on which the Construction Site Licence commences in accordance with clause 12.1(b) of the Operative Provisions for that part of the Construction Site; or
- (c) the relevant Roads Act Approval consent condition does not relate to OpCo's Activities.

#### 2. **TFNSW'S OBLIGATIONS IN RESPECT OF ROADS ACT APPROVAL**

##### 2.1 **Roads Act Approval**

- (a) The Roads Act Approval for the CSELR will be granted by Roads and Maritime Services (**Consent Authority**) and will be substantially in the form of Schedule B11 (*Roads Act Approval*).
- (b) In relation to the Roads Act Approval, TfNSW is the Applicant and will only carry out the responsibilities identified in the tables in section 3 below.
- (c) Where a condition of the Roads Act Approval requires that the Applicant submits a document or notice to the Consent Authority (as defined in the Roads Act Approval), OpCo must first submit a draft of that document or notice to TfNSW in sufficient time (and in any case give TfNSW no less than 5 Business Days to review) for TfNSW to comment on the draft and submit the finalised document or notice to the Consent Authority.



**3. TABLE OF TfNSW RESPONSIBILITY IN RELATION TO THE ROADS ACT APPROVAL**

<b>Clause</b>	<b>Extent of Responsibility of TfNSW</b>
<b>Schedule 3</b>	
1	As required by this deed
5	TfNSW and OpCo will jointly engage and share the cost of the Independent Certifier (refer to Schedule A15 ( <i>Independent Certifier Deed</i> ))
6	All
9	As required by this deed
10(a)	As required by this deed
10(b)	All
17	All, relying on information and advice (including relevant Design Documentation) provided to TfNSW by OpCo
23	All, relying on information provided to TfNSW by OpCo
24	All
26	All, relying on information provided to TfNSW by OpCo
28	TfNSW appoints OpCo to the role of principal contractor to the extent outlined in this deed
45	All, relying on information provided to TfNSW by OpCo
48	TfNSW will be responsible for enforcing OpCo's compliance with the conditions of the Roads Act Approval
51	As required by this deed
52	TfNSW will consult with the Consent Authority, relying on information provided to TfNSW by OpCo
58	TfNSW will only be responsible for media releases and advertisements to the extent set out in SPR Appendix 8 ( <i>Stakeholder and Community Engagement</i> )
64	All
65	TfNSW will be responsible for payment of any new fee that is imposed by the Consent Authority and which is applicable to the SLR Works

Clause	Extent of Responsibility of TfNSW
68	All
<b>Schedule 4</b>	
1.1	TfNSW will be responsible to the extent any Specific Standards require OpCo to undertake a design review and approval process beyond that which is set out in this deed
2.1	TfNSW will only be responsible for liaison with the community to the extent set out in Appendix 8 ( <i>Stakeholder and Community Engagement</i> )
4.3	TfNSW will be responsible to the extent consultation with the Consent Authority in accordance with this obligation requires OpCo to undertake a design review and approval process beyond that which is set out in this deed
4.4	TfNSW will be responsible for the repair of existing roads or road infrastructure facilities only to the extent the damage is located outside the Construction Site and such damage was caused by OpCo or an OpCo Contractor's legal and proper use of the road or road infrastructure facilities
7.1	All
8.2	TfNSW will be responsible for upgrading traffic signals to LED traffic signal lanterns which are not required to be upgraded by OpCo as part of the SLR Works

**Schedule B11**  
**Roads Act Approval**

(Clauses 1.1 and 6.2)



Transport  
Roads & Maritime  
Services

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# **ROADS ACT APPROVAL**

## **CBD and South East Light Rail**

[MONTH YEAR]

[DRAFT 15 DECEMBER 2014]

---

## Approval to CBD and South East Light Rail Works

At the request of Transport for NSW (**Applicant**), Roads and Maritime Services (**Consent Authority**) grants the following consents and approvals under the *Roads Act 1993* (NSW) (**Roads Act**) in respect of the light rail system described in Schedule 1 (**Description of Works**) in, on or over the roads listed in Schedule 2 (**Affected Roads**) and subject at all times to the conditions set out in Schedule 3 (**Project Conditions**) and Schedule 4 (**Project Requirements**):

1. To the extent that the Works require consent under Part 9 Division 3 of the Act, the Consent Authority consents to the Works pursuant to that Division.

Note: refer Part 9 Division 3 (especially section 138) and section 144C.

2. To the extent that the Works include road work (within the meaning of the Roads Act) or otherwise require an approval that is not covered by the above consent, the Consent Authority approves the Applicant carrying out the road work as an independent contractor.

Note: refer sections 64, 71, 72, 144C and 144D noting also that the project has been approved under Part 5.1 of the Environmental Planning and Assessment Act 1979 (NSW) and that the Applicant, being a public authority has requested and will fund (or procure the funding of) the road work.

3. To the extent that the Works include traffic control work (within the meaning of the Roads Act) that is not covered by the above consent, the Consent Authority approves the Applicant carrying out the traffic control work as an independent contractor.

Note: refer sections 87(1), 87(4), 144C, 144D and 253.

For the avoidance of doubt, the consents and approvals granted in this document do not authorise activities associated with the ongoing maintenance of the Works.

This document, together with the Schedules attached to this document, (collectively the **Consent Conditions**) does not take effect until the confirmation below has been executed as a deed by the Applicant and returned to the Consent Authority.

Executed as a deed by the parties on **[insert date]**:

THE SEAL  
of ROADS AND MARITIME SERVICES  
was affixed to this document  
by its Chief Executive  
in the presence of:

---

Witness

---

Peter Duncan



## Applicant's confirmation

The Applicant confirms its acceptance of, and agreement to be bound by, these Consent Conditions.

**SIGNED** as a deed on behalf of  
Transport for New South Wales by its  
authorised delegate **IN THE**  
**PRESENCE OF:**

---

Signature of Authorised Delegate

---

Signature of witness

---

Name of Authorised Delegate

---

Name of witness in full

---

Address of witness

# Schedule 1

## Description of Works

The design, construction, testing and commissioning of:

- (a) a new light rail system running from Circular Quay to Central Station via George St, and on to Kingsford and Randwick via Surry Hills and Moore Park, including stops, terminus facilities and interchanges;
- (b) public domain works, including a pedestrian zone in George St from Hunter St to Bathurst St; and
- (c) adjustments to existing public roads, traffic control works, associated infrastructure and existing utility services affected by the construction of the light rail system.

# Schedule 2

**Note: This Schedule 2 is subject to further review and development by RMS and is indicative only.**

## Affected Roads

Each of the following are Affected Roads for the purposes of these Consent Conditions:

1. the roads referred to in column 1 of Table 1, to the extent specified in column 2 of Table 1 ("Corridor Roads"); and
2. to the extent affected by, or required in connection with, the Works, the roads listed in column 3 of Table 1, being roads which intersect with the Corridor Roads.

Table 1

1. Road	2. Extent	3. Intersecting road
<ul style="list-style-type: none"> <li>• Alfred Street, Sydney</li> </ul>	<ul style="list-style-type: none"> <li>• Loftus Street intersection to George Street intersection</li> </ul>	<ul style="list-style-type: none"> <li>• Pitt Street / Circular Quay Way</li> </ul>
<ul style="list-style-type: none"> <li>• George Street, Sydney</li> </ul>	<ul style="list-style-type: none"> <li>• Alfred Street intersection to Rawson Place intersection</li> </ul>	<ul style="list-style-type: none"> <li>• Blue Anchor Lane</li> <li>• Essex Street</li> <li>• Dalley Street</li> <li>• Grosvenor Street</li> <li>• Bridge Street</li> <li>• Abercrombie Lane</li> <li>• Jamison Street</li> <li>• Bond Street</li> <li>• Curtin Place</li> <li>• Margaret Street</li> <li>• Hunter Street</li> <li>• De Mestre Place</li> <li>• Wynyard St</li> <li>• Palings Lane</li> <li>• Angel Place</li> <li>• Martin Place</li> <li>• Barrack Street</li> <li>• King Street</li> <li>• Temperance Lane</li> <li>• Market Street</li> <li>• Park Street</li> <li>• Druitt Street</li> <li>• Bathurst Street</li> <li>• Wilmot Street</li> </ul>

1. Road	2. Extent	3. Intersecting road
		<ul style="list-style-type: none"> <li>• Central Street</li> <li>• Albion Place</li> <li>• Liverpool Street</li> <li>• Goulburn Street</li> <li>• Campbell Street</li> <li>• Hay Street</li> <li>• Ultimo Road</li> <li>• Barlow Street</li> </ul>
<ul style="list-style-type: none"> <li>• Rawson Place, Haymarket</li> </ul>	<ul style="list-style-type: none"> <li>• George Street intersection to Pitt Street intersection</li> </ul>	<ul style="list-style-type: none"> <li>• Rawson Lane</li> </ul>
<ul style="list-style-type: none"> <li>• Eddy Avenue, Haymarket</li> </ul>	<ul style="list-style-type: none"> <li>• Pitt Street intersection to Elizabeth Street intersection</li> </ul>	
<ul style="list-style-type: none"> <li>• Chalmers Street, Surry Hills</li> </ul>	<ul style="list-style-type: none"> <li>• Elizabeth Street intersection to Devonshire Street/Randle Street intersection</li> </ul>	
<ul style="list-style-type: none"> <li>• Elizabeth Street, Surry Hills</li> </ul>	<ul style="list-style-type: none"> <li>• Eddy Avenue intersection to Devonshire Street intersection</li> </ul>	<ul style="list-style-type: none"> <li>• Foveaux Street</li> <li>• Kippax Street</li> <li>• Randle Lane</li> <li>• Randle Street</li> <li>• Cooper Street</li> <li>• Beattie Lane</li> </ul>
<ul style="list-style-type: none"> <li>• Randle Street, Surry Hills</li> </ul>	<ul style="list-style-type: none"> <li>• Devonshire Street intersection to Elizabeth Street intersection</li> </ul>	<ul style="list-style-type: none"> <li>• Randle Lane</li> <li>• Beattie Lane</li> </ul>
<ul style="list-style-type: none"> <li>• Devonshire Street, Surry Hills</li> </ul>	<ul style="list-style-type: none"> <li>• Chalmers Street/Randle Street intersection to Bourke Road intersection</li> </ul>	<ul style="list-style-type: none"> <li>• Chalmers Lane</li> <li>• Buckingham Street</li> <li>• Elizabeth Street</li> <li>• Holt Street</li> <li>• Clisdell Street</li> <li>• Waterloo Street</li> <li>• Adelaide Place</li> <li>• Steel Street</li> <li>• Little Riley Street</li> <li>• Riley Street</li> <li>• Marlborough Street</li> <li>• High Holborn Street</li> <li>• Crown Street</li> <li>• Esther Lane</li> <li>• Wilshire Street</li> </ul>

1. Road	2. Extent	3. Intersecting road
		<ul style="list-style-type: none"> <li>• Esther Street</li> <li>• Edgely Street</li> <li>• Violet Street</li> <li>• Nickson Lane</li> </ul>
<ul style="list-style-type: none"> <li>• Olivia Lane, Surry Hills</li> </ul>	<ul style="list-style-type: none"> <li>• Parkham Lane intersection to Nobbs Lane intersection</li> </ul>	
<ul style="list-style-type: none"> <li>• Parkham Lane, Surry Hills</li> </ul>	<ul style="list-style-type: none"> <li>• Olivia Lane intersection to Parkham Place intersection</li> </ul>	
<ul style="list-style-type: none"> <li>• Nobbs Lane, Surry Hills</li> </ul>	<ul style="list-style-type: none"> <li>• Olivia Lane intersection to Parkham Place intersection</li> </ul>	
<ul style="list-style-type: none"> <li>• Parkham Place, Surry Hills</li> </ul>	<ul style="list-style-type: none"> <li>• Parkham Lane intersection to Nobbs Lane intersection</li> </ul>	
<ul style="list-style-type: none"> <li>• South Dowling Street, Surry Hills</li> </ul>	<ul style="list-style-type: none"> <li>• Mort Street intersection to Nobbs Street intersection</li> </ul>	
<ul style="list-style-type: none"> <li>• Eastern Distributor, Surry Hills</li> </ul>	<ul style="list-style-type: none"> <li>• Mort Street intersection to Nobbs Street intersection</li> </ul>	
<ul style="list-style-type: none"> <li>• Anzac Parade, Moore Park</li> </ul>	<ul style="list-style-type: none"> <li>• Moore Park Road Intersection to Cleveland Street/Lang Road Intersection</li> </ul>	
<ul style="list-style-type: none"> <li>• Anzac Parade, Moore Park / Kensington / Kingsford</li> </ul>	<ul style="list-style-type: none"> <li>• Alison Road / Dacey Avenue Intersection, Moore Park to Sturt Street Intersection, Kingsford</li> </ul>	<ul style="list-style-type: none"> <li>• Tay Street</li> <li>• Tay Lane</li> <li>• Boronia Street</li> <li>• Abbotsford Street</li> <li>• Carlton Street</li> <li>• Goodwood Street</li> <li>• Balfour Lane</li> <li>• Ascot Street</li> <li>• Bowral Street</li> <li>• Duke Street</li> <li>• Todman Avenue</li> <li>• Darling Street</li> <li>• Addison Street / Lorne Avenue</li> <li>• Doncaster Avenue</li> <li>• High Street</li> <li>• Day Avenue</li> <li>• Barker Street</li> <li>• Harbourne Lane</li> </ul>



1. Road	2. Extent	3. Intersecting road
		<ul style="list-style-type: none"> <li>• Strachan Street / Middle Street</li> <li>• Borrodale Road / Meeks Street</li> <li>• Gardeners Lane</li> <li>• Bunnerong Road / Gardeners Road</li> <li>• Harbourne Road / Rainbow Street</li> <li>• Wallace Street</li> </ul>
<ul style="list-style-type: none"> <li>• Alison Road, Randwick</li> </ul>	<ul style="list-style-type: none"> <li>• Doncaster Avenue, Randwick Intersection to Wansey Road / Prince Street Intersection</li> </ul>	<ul style="list-style-type: none"> <li>• Darley Road / King Street</li> <li>• John Street</li> <li>• Cowper Road / Williams Street</li> </ul>
<ul style="list-style-type: none"> <li>• Wansey Road, Randwick</li> </ul>	<ul style="list-style-type: none"> <li>• Alison Road Intersection to High Street Intersection</li> </ul>	<ul style="list-style-type: none"> <li>• Arthur Street</li> </ul>
<ul style="list-style-type: none"> <li>• High Street, Randwick</li> </ul>	<ul style="list-style-type: none"> <li>• Wansey Road Intersection to Belmore Road / Avoca Street Intersection</li> </ul>	<ul style="list-style-type: none"> <li>• Botany Street</li> <li>• Eurimbla Avenue</li> <li>• Hospital Road</li> <li>• Clara Street</li> </ul>
<ul style="list-style-type: none"> <li>• Belmore Road, Randwick</li> </ul>	<ul style="list-style-type: none"> <li>• High Street / Avoca Street Intersection to Coogee Bay Road / Perouse Road / Cuthill Street Intersection</li> </ul>	
<ul style="list-style-type: none"> <li>• Avoca Street, Randwick</li> </ul>	<ul style="list-style-type: none"> <li>• High Street / Belmore Road Intersection to Cuthill Street Intersection</li> </ul>	
<ul style="list-style-type: none"> <li>• Cuthill Street, Randwick</li> </ul>	<ul style="list-style-type: none"> <li>• Avoca Street Intersection to Belmore Road / Coogee Bay Road / Perouse Road Intersection</li> </ul>	

# Schedule 3

## Project Conditions

### General

1. The Applicant must fund, develop, design, construct, operate and maintain the Works:
  - (a) safely and in accordance with Law (including in compliance with these Consent Conditions);
  - (b) in a manner which appropriately manages impacts on road users, the Affected Roads and the effective operation and maintenance of the road network; and
  - (c) at its own risk and cost.

### Appointment of contractors

2. The Consent Authority acknowledges that the Applicant proposes to award a contract for the design, construction, testing and commissioning, operation and maintenance of the Works, otherwise known as the Sydney Light Rail PPP.
3. The Applicant must ensure that all contractors and subcontractors are suitably qualified and experienced for the work they are undertaking, including compliance with the detailed requirements set out in the Project Requirements.
4. The contracting of any work does not relieve the Applicant of any obligation under these Consent Conditions.

### Independent certification

5. The Applicant must ensure that there is at all times a suitable Independent Certifier:
  - (a) appointed on terms acceptable to the Consent Authority; and
  - (b) who must act independently of the Applicant and its contractors.
6. Without limiting clause 5, the Applicant must ensure that the Consent Authority obtains the benefit of the Independent Certifier's services performed, and promises and warranties given, under the Independent Certifier Deed in respect of the Design Documentation and the Works on terms acceptable to the Consent Authority.
7. Without limiting clauses 5 and 6, the Independent Certifier's role is to:
  - (a) provide independent review and certification of the Relevant Design Documentation, design development and construction of the Works;
  - (b) certify the achievement of Completion;
  - (c) provide independent review and certification that the requirements of these Consent Conditions have been met including that the Relevant Works comply with all relevant codes and standards and that the quality of work and materials incorporated into the Relevant Works are in accordance with the Design Documentation and the Project Requirements;

- (d) independently audit that the Project Plans comply with the requirements of these Consent Conditions;
  - (e) issue the certificates required by the Project Requirements as and when those certificates are required;
  - (f) make determinations on any matters that these Consent Conditions require be determined by the Independent Certifier; and
  - (g) perform any other functions identified in the Independent Certifier Deed.
8. Without limiting clauses 5 and 6, the Independent Certifier must be (or utilise the services of) a suitably qualified Chartered Professional Engineer registered with the Institute of Engineers Australia, who is:
- (a) familiar with and experienced in using the RMS QA Specifications;
  - (b) independent of the Applicant and its contractors, the Consent Authority and any person or consultancy involved in the preparation of the Design Documentation or the carrying out of the Works;
  - (c) appropriately insured for professional indemnity including for any liability to the Applicant; and
  - (d) otherwise acceptable to the Consent Authority.
9. The Applicant (or its contractors) must bear the costs of the Independent Certifier in carrying out its functions, including as contemplated by these Consent Conditions.
10. The Applicant must ensure that:
- (a) the Independent Certifier is appointed by a date early enough for the Independent Certifier to have sufficient time to perform its functions and obligations under the Independent Certifier Deed; and
  - (b) once approved by the Consent Authority as contemplated by clause 5(a), the Applicant must not agree to:
    - (1) any amendment to or waiver of any provision of the Independent Certifier Deed that would impact on the role of the Independent Certifier under these Consent Conditions;
    - (2) terminate the Independent Certifier Deed; or
    - (3) vary the Services under the Independent Certifier Deed in a manner that would impact on the role of the Independent Certifier under these Consent Conditions,without prior consultation with the Consent Authority.
11. The Applicant must co-operate with and provide the Independent Certifier with all information and documents and access to the site and other premises, necessary or reasonably required by the Independent Certifier, so as to enable the Independent Certifier to exercise its functions appropriately and perform its obligations under the Independent Certifier Deed.
12. The Applicant must ensure that Relevant Design Documentation is endorsed with a certificate by the Independent Certifier in the form agreed by the Consent Authority and the Applicant.

13. The Consent Authority is not liable, nor will be taken to have a liability, or to have assumed a liability:
  - (a) to the Applicant or any of its contractors by reason of having rights against the Independent Certifier; or
  - (b) for the performance of any obligation of the Independent Certifier.
14. For the purposes of these Consent Conditions, a certification or other determination of the Independent Certifier will not:
  - (a) constitute an approval by Consent Authority of the Applicant's performance of its obligations under these Consent Conditions; or
  - (b) be taken as an admission or evidence that the matters certified or determined by the Independent Certifier comply with these Consent Conditions.
15. Without limiting clause 14, an act or omission (including negligence) of the Independent Certifier will not:
  - (a) relieve the Applicant from, or alter or affect, the Applicant's liabilities, obligations or responsibilities to the Consent Authority under these Consent Conditions; or
  - (b) prejudice or limit the Consent Authority's rights against the Applicant under these Consent Conditions.

#### **Design development and review**

16. The Applicant must ensure that the Relevant Design Documentation complies with the requirements of these Consent Conditions, is fit for its intended purpose, can be built, operated and maintained safely and is certified by the Independent Certifier.
- 16A. The Relevant Design Documentation must be submitted to the Consent Authority as a minimum:
  - (a) at the completion of the preliminary design stage for each design package ("Design Stage 1");
  - (b) at the completion of the substantially complete design stage for each design package ("Design Stage 2"); and
  - (c) at the completion of the final design stage for each design package, including all design outputs required to allow construction, and related construction packages ("Design Stage 3").
- 16B. The Applicant may propose, in its Design Management Plan, to remove either a Design Stage 1 or a Design Stage 2 submission for a specific design package. The Consent Authority may, at its absolute discretion, agree to the removal of a Design Stage for a specific design package. Where a Design Stage is removed, the Applicant must include all the requirements for that Design Stage in the subsequent Design Stage submission of the Relevant Design Documentation for the design package.
17. The Applicant must ensure that the Consent Authority has adequate opportunities to engage progressively in, and review, Relevant Design Documentation and design development for the Relevant Works including by adopting the following process:

- (a) the Applicant must:
- (1) submit the Relevant Design Documentation to the Consent Authority in a manner and at a rate which will give the Consent Authority a reasonable opportunity to review the submitted Relevant Design Documentation;
  - (2) notify the Consent Authority whether the Relevant Design Documentation is at Design Stage 2 or Design Stage 3;
  - (3) work closely with the Consent Authority to keep it informed on the progress of the Relevant Design Documentation against the applicable Project Plan, including how the Relevant Design Documentation addresses feedback processes, design safety audits and design risk assessments;
  - (4) give the Consent Authority not less than 13 Business Days to review the submitted the Relevant Design Documentation;
  - (5) if requested by the Consent Authority, make available the appropriate design or other suitably qualified personnel to explain the Relevant Design Documentation or provide such information regarding the Relevant Design Documentation as the Consent Authority reasonably requests;
  - (6) if requested by the Consent Authority, facilitate meetings with the Independent Certifier to discuss the Relevant Design Documentation; and
  - (7) give the Consent Authority an opportunity to attend any design or risk presentation workshops being delivered on the status and detail of the Relevant Design Documentation or any discrete design element;
- (b) the Consent Authority may (but is not obliged to) within the period referred to in clause 17(a)(4) provide comments in writing to the Applicant in respect of the Relevant Design Documentation, including notifying the Applicant if the Relevant Design Documentation does not, in the opinion of the Consent Authority, comply with the requirements of these Consent Conditions;
- (c) if the Consent Authority considers that the Relevant Design Documentation does not comply with the requirements of these Consent Conditions, it must give the Applicant reasons why the Consent Authority considers that the Relevant Design Documentation does not so comply;
- (d) the Consent Authority will provide its comments as early as is practicable in the circumstances and in any event, prior to the expiry of the period referred to in clause 17(a)(4);
- (e) if the Consent Authority gives the Applicant comments under clause 17(d), the Applicant must forward the comments of the Consent Authority to the Independent Certifier and must ensure that the Independent Certifier takes into account such comments in its review of the Relevant Design Documentation;
- (f) the Applicant must promptly provide to the Consent Authority all communications received by it from the Independent Certifier with respect to the Relevant Design Documentation commented upon by the Consent Authority;



- (g) the Applicant must also make available to the Consent Authority any proposed amended Final Relevant Design Documentation and the process outlined above will apply.
- 18. The Applicant must ensure that design and specification of the Works are performed with due skill, care and diligence and by personnel who are suitably qualified and experienced.
- 19. Unless otherwise approved in writing by the Consent Authority, the Applicant must not allow use for construction purposes any Relevant Design Documentation, unless:
  - (a) it has been submitted to, and reviewed by, the Consent Authority as contemplated in clause 17;
  - (b) it has been submitted to the Independent Certifier as contemplated by these Consent Conditions; and
  - (c) in the case of Relevant Design Documentation that is:
    - (1) at Design Stage 2, the Independent Certifier has not notified the Applicant of any actual non-compliances with these Consent Conditions; and
    - (2) at Design Stage 3, the Relevant Design Documentation has been certified by the Independent Certifier as contemplated by these Consent Conditions.
- 19A. Clause 19(c)(1) does not relieve the Applicant of its obligation to have the Relevant Design Documentation certified by the Independent Certifier.
- 20. Without limiting any other provision of these Consent Conditions:
  - (a) the Consent Authority does not assume nor owe any duty of care to the Applicant or its contractors:
    - (1) to review any Relevant Document for errors, omissions or compliance with these Consent Conditions; or
    - (2) if the Consent Authority does review any Relevant Document, for identifying errors, omissions or non-compliance with these Consent Conditions;
  - (b) no review of, comments upon, or notice in respect of, or any failure to review, comment upon or give any notice in respect of, any Relevant Document or any other act or omission of the Consent Authority will:
    - (1) relieve the Applicant from, or alter or affect, the Applicant's liabilities, obligations or responsibilities whether under these Consent Conditions or otherwise according to Law; or
    - (2) prejudice or limit the Consent Authority's rights against the Applicant whether under these Consent Conditions or otherwise according to Law;
  - (c) the Applicant will not be relieved from compliance with any of its obligations under these Consent Conditions or from any of its liabilities whether under these Consent Conditions or otherwise according to Law as a result of:
    - (1) compliance with any Project Plan;

- (2) any audits or other monitoring by the Consent Authority of the Applicant's compliance with any Project Plan; or
  - (3) any failure by the Consent Authority to detect any non-compliance including where any failure arises from any negligence on the part of the Consent Authority or such other person;
- (d) the Consent Authority does not assume or owe any duty of care to the Applicant:
- (1) to inspect the Applicant's Activities for errors, omissions or compliance with the requirements of these Consent Conditions; or
  - (2) if the Consent Authority does inspect any of the Applicant's Activities for identifying errors, omissions or non-compliance with the requirements of these Consent Conditions; and
- (e) any inspection of the Applicant's Activities (or lack of inspection) by or on behalf of the Consent Authority will not in any way:
- (1) relieve the Applicant from, or alter or affect, the Applicant's liabilities, obligations or responsibilities whether under these Consent Conditions or otherwise according to law; or
  - (2) prejudice or limit the Consent Authorities rights against the Applicant whether under these Consent Conditions or otherwise according to law.

**Project Plan development and review**

21. The Applicant must develop, or procure the development of, and thereafter comply, or procure compliance, with the following Project Plans:
- (a) Quality Management Plan;
  - (b) Construction Environmental Management Plan;
  - (c) Safety Management Plan;
  - (d) Risk Management Plan;
  - (e) Interface Management Plan;
  - (f) Delivery Management Plan;
  - (g) Construction Management Plan;
  - (h) Utility Service Treatment Plan;
  - (i) Design Management Plan;
  - (j) Traffic and Transport Management Plan;
  - (k) Testing and Commissioning Plan;
  - (l) Operations Management Plan;
  - (m) Operational Readiness Plan;
  - (n) Asset Management Plan;

- (o) Maintenance Plan;
  - (p) Incident Management Plan;
  - (q) Transport Integration Plan; and
  - (r) Transition Out Management Plan.
22. Each of the Project Plans must be developed to include minimum requirements agreed by the Consent Authority and the Applicant.
23. Prior to the commencement of the applicable activities to which the Project Plan relates, the Applicant must provide to the Consent Authority each Project Plan (together with any associated documentation cross referenced in the Project Plan) for review in accordance with clauses 24 and 25.
24. The Consent Authority may, within 13 Business Days of receipt of the relevant Project Plan, provide to the Applicant its written comments on such Project Plan. The Applicant must forward the comments of the Consent Authority to the Independent Certifier and must ensure that the Independent Certifier takes into account such comments in its review of the relevant Project Plan.
25. The Consent Authority will:
- (a) limit its comments to the extent that the Project Plan is inconsistent with these Consent Conditions; and
  - (b) in making such comments provide sufficient reasons as to why the Project Plan is inconsistent with these Consent Conditions.
26. To the extent that any part of the Project Plan, in respect of which the Consent Authority is entitled to review and comment, is amended after it has been reviewed by the Consent Authority, the Applicant must ensure that such part of the amended Project Plan is submitted to the Consent Authority whereupon the provisions of clauses 23 to 25 will apply.

### **Work Health and Safety**

27. In this section, "workplace", "construction project", "construction work", "notifiable incident", "person conducting a business or undertaking" (**'PCBU'**) and "Principal Contractor" have the meanings given in the *Work Health and Safety Act 2011* (NSW) and the *Work Health and Safety Regulation 2011* (NSW) (**WHS Laws**).
28. The Applicant is the PCBU commissioning the Works, and is the Principal Contractor unless it appoints another PCBU to that role.
29. Without limiting any other requirement of these Consent Conditions or of any WHS Laws, the Applicant must:
- (a) comply and ensure that its contractors comply, with WHS Laws and any directions on safety issued by a relevant Authority at all times while carrying out the Works and any other activity authorised by these Consent Conditions;
  - (b) notify the Consent Authority as soon as possible after (and in any event, within 5 hours of) becoming aware of any notifiable incident which occurs in connection with the construction or operation of the Works;

- (c) provide the Consent Authority with a written report of all work health, safety and rehabilitation matters as the Consent Authority may require from time to time and no less than monthly; and
  - (d) to the extent not prohibited by Law, indemnify the Consent Authority against any damage, cost, expense, loss or liability suffered or incurred by the Consent Authority arising out of or in connection with any:
    - (1) any failure of the Applicant, or a PCBU engaged by the Applicant, to exercise or fulfil its functions and obligations as a Principal Contractor; and
    - (2) any work health and safety claims in connection with the Works or the Applicant's workplace except to the extent that they are directly caused by a wrongful, negligent or unlawful act or default of the Consent Authority or its employees, contractors or agents (excluding the Applicant and its contractors);
  - (e) not do anything, and ensure that its contractors do not do anything, that would cause the Consent Authority to be in breach of any obligation under WHS Laws;
  - (f) carry out the Works safely so as to protect persons and property and the environment;
  - (g) ensure that its contractors have a corporate work health and safety management system which complies with the WHS Laws and is otherwise in accordance with the NSW Government Work Health and Safety Management Systems and Auditing Guidelines; and
  - (h) display signs that are clearly visible from outside the workplace in connection with the Works identifying the Applicant (or the relevant PCBU engaged by the Applicant) as the Principal Contractor and stating the contact telephone numbers of the Principal Contractor (including an after hours emergency telephone number).
30. The Consent Authority (or an authorised officer under the Act) may direct the Applicant to cease work immediately if the Consent Authority (or authorised officer, as the case may be) considers there has been, or is likely to be, a breach of WHS Laws arising out of or in connection with the Works, or a risk of injury to people or damage to property or the environment arising out of or in connection with the Works. The Applicant must comply with such a direction at its own cost.
31. The Consent Authority may at any time (and from time to time) conduct audits and/or surveillance of the Applicant's compliance with its health and safety obligations in connection with the development and/or operation of the Works. The Applicant must co-operate with all such audits and surveillance and give reasonable access to all documents and workplaces for that purpose.
32. The Consent Authority may at any time (and from time to time) require the Applicant to conduct audits of the Applicant's compliance with its health and safety obligations in connection with the development and/or operation of the Works. All such audits must be carried out within the time reasonably required by the Consent Authority, and the Applicant must promptly report to the Consent Authority in writing on the outcome of the audit.
33. Any corrective work or action which an audit or surveillance identifies as necessary to rectify any departure from compliance with health and safety obligations must be undertaken by the Applicant at its expense and within a reasonable time, given the nature of the departure.

## Construction, operation and maintenance

34. The Applicant must ensure that the Applicant's Activities and the Works are carried out, constructed, operated and maintained in full compliance at all times with:
- (a) the Project Requirements;
  - (b) the Design Documentation certified by the Independent Certifier;
  - (c) applicable Laws;
  - (d) applicable requirements of other relevant Authorities;
  - (e) the conditions of all Approvals (including these Consent Conditions);
  - (f) the Project Plans as finalised in accordance with clauses 23-25 and as certified by the Independent Certifier; and
  - (g) any direction or requirement of the Consent Authority given in accordance with an exercise of any statutory function or power conferred upon the Consent Authority,

and must ensure that the Works will, upon Completion and thereafter at all relevant times, be safe and fit for their intended purposes.

35. The Applicant must, in constructing, operating and maintaining the Works, ensure that:
- (a) it does not disturb traffic flow at the site of the Works, except in accordance with an approved Traffic and Transport Management Plan or with the prior approval of the Consent Authority;
  - (b) the Consent Authority is kept fully informed of progress and of any event that may affect traffic movements or other activities within or adjacent to the Works;
  - (c) all safety devices, traffic control, barricades, signs and warnings which are required for the protection of people or property are provided;
  - (d) all inspections and tests that are required by the Project Requirements or the applicable Project Plans are carried out;
  - (e) the safety and welfare of all people, including members of the public and road users, who may be affected by the Works or the Applicant's undertaking of the Works are maintained;
  - (f) the Applicant takes all steps to protect persons and property and the environment, including loss, damage or injury arising from the leakage of stray electrical currents;
  - (g) it fully co-operates and liaises with the Consent Authority and its contractors, employees and agents working in the vicinity of the Works;
  - (h) it carefully coordinates and interfaces the Works with any works being carried out by the Consent Authority or another Authority and their contractors, employees and agents; and
  - (i) it carries out the Works so as to minimise interference with or disruption to or delay of the work of the Consent Authority or another Authority and their contractors, employees and agents.



## Completion

36. The Applicant must progressively complete the Relevant Works (Completion) and notify the Consent Authority when it considers that a discrete part of the Relevant Works (Completion) is complete.
37. For each discrete part of the Relevant Works (Completion), the Applicant must:
  - (a) give the Consent Authority and the Independent Certifier written notice not less than 20 Business Days before it anticipates that the discrete part of the Relevant Works (Completion) is complete; and
  - (b) provide notice to the Consent Authority and the Independent Certifier when it considers the discrete part of the Relevant Works (Completion) is complete, such notice to include details of compliance with the Testing and Commissioning Plan requirements, including the provision of all required test certificates and conformance data.
38. The Consent Authority may, no later than 5 Business Days after receiving a notice under clause 37, inspect the discrete part of the Relevant Works (Completion) jointly with the Independent Certifier, who must determine whether the discrete part is complete in accordance with the requirements of these Consent Conditions. For this purpose the Consent Authority may make submissions to the Independent Certifier as to whether the discrete part of the Relevant Works (Completion) is complete.
39. If the Independent Certifier determines that discrete part of the Relevant Works (Completion) is not complete, it will issue a notice to the Applicant identifying the work to be done to achieve completion. The Applicant must promptly undertake the identified work, and thereafter may issue a further notice under clause 37(b).
40. If the Independent Certifier determines that the discrete part of the Relevant Works is complete, the Independent Certifier must, within 5 Business Days of the date of inspection, and the discrete part of the Relevant Works (Completion) will not be regarded as complete until, the Independent Certifier has executed and provided to the Consent Authority a certificate in the form agreed by the Consent Authority and the Applicant.
41. The acceptance by the Consent Authority of a certificate provided by the Independent Certifier under clause 40 is not approval by the Consent Authority of the Applicant's performance of its obligations under these Consent Conditions with respect to the discrete part of the Relevant Works (Completion).
42. The Applicant remains responsible for all structures and facilities (including rail infrastructure) constructed or procured by it for the purposes of the light rail system, including all costs and risks associated with the ongoing resourcing, maintenance, operation, insurance and upkeep of those structures and facilities in perpetuity (and, where relevant, removal or replacement of those structures and facilities). The Applicant must pay all fees and charges imposed by third parties, including service providers, in connection with the operation and maintenance of the Works.
43. Use of the Works by the Applicant:
  - (a) will not be taken as an admission or evidence by the Consent Authority that the Works comply with the requirements of any Approval; and
  - (b) will not prejudice any rights or powers of the Consent Authority.

### **As Built Drawings**

44. The Applicant must ensure that, within 3 months of the issue of the relevant certificate referred to in clause 40, the Consent Authority is provided with all as built drawings in respect of traffic signals that have achieved completion.

### **Title in traffic signal works**

45. Title in any traffic signalling work completed by the Applicant will pass to the Consent Authority.

### **Liability and Indemnity**

46. The Applicant is the project proponent and is responsible for the safe and effective development and operation of the Works.
47. The Consent Authority relies on the advice, skill and judgment of the Applicant and its consultants and contractors in relation to all aspects of the Works including:
  - (a) the correctness and suitability of the Design Documentation;
  - (b) the performance of the Applicant's obligations under these Consent Conditions; and
  - (c) the carrying out of and operation of the Works.
48. The Consent Authority also relies on the Applicant to ensure and, if necessary enforce, compliance with these Consent Conditions.
49. The Applicant must ensure that its contracts appropriately reflect the Consent Conditions and that it enforces relevant provisions for the benefit of the Consent Authority and the owners of the Affected Roads.
50. If any action or claim is taken against the Consent Authority as a result (directly or indirectly) of any wrongful or negligent act or omission of the Applicant or its contractors in connection with the development or operation of the Works, the Applicant must fund all costs associated with the claim or action (including the costs of defence, settlement and any appropriate process as well as payment of any amount ultimately awarded).
51. The Applicant must ensure that the Consent Authority is indemnified by the private company engaged to design, construct and operate the Works on the same terms as the Applicant is indemnified and that the Applicant is expressed to hold that indemnity on trust for the Consent Authority.

### **Insurance**

52. The Applicant must ensure that there are adequate policies of insurances in place at all times during development and operation of the Works (including decommissioning, if any). The insurance must be placed with reputable insurers and the level, quality and terms of cover must be of a standard equivalent to what would ordinarily be expected in a NSW Government project of similar scale and risk and the Applicant must consult with the Consent Authority prior to effecting the insurances in relation to the terms of such policies and, without limiting clauses 53 and 54, so as to ensure that the Applicant appropriately receives the benefit of those policies.
53. All insurances obtained for the development and operation of the Works (other than professional indemnity, third party property damage, motor vehicle insurance,

compulsory third party motor vehicle insurance and workers compensation) must extend cover to the Consent Authority.

54. The Applicant must provide proof of insurance to the Consent Authority on request, and whenever the Applicant is provided with proof of insurances by its contractors.

#### **Urgent work**

55. If the Applicant fails to remedy a breach of these Consent Conditions within 10 Business Days (or longer period agreed by the parties) after receiving a notice from the Consent Authority requiring the Applicant to remedy the breach, the Consent Authority may remedy the breach at the Applicant's cost.
56. If work of any kind (including traffic management) is urgently required to prevent loss of or damage to the Relevant Works or to the site of or property adjacent to the Relevant Works or to prevent injury or death to any person, the Consent Authority may immediately undertake that work at the Applicant's cost. The Consent Authority will, if practical, give notice to the Applicant of the work urgently required.
57. Nothing in clauses 55 and 56 limits the rights of the Consent Authority against the Applicant.

#### **Media and communications**

58. The Applicant must monitor and approve media releases and advertisements concerning the Works, and liaise as appropriate to ensure consistency of messaging and activities with those of the Consent Authority and the Transport Management Centre.

#### **Access, inspections and audits**

59. The Consent Authority may, at any time, enter any site upon which the Applicant's Activities are being carried out for the purpose of:
- (a) observing or inspecting the Applicant's Activities; or
  - (b) monitoring compliance by the Applicant with its obligations under these Consent Conditions. The Consent Authority must comply with the WHS requirements of the Applicant or its contractors in exercising this right.
60. The Applicant must use reasonable endeavours to:
- (a) coordinate the Applicant's Activities so they do not interfere with the exercise by the Consent Authority of its right of entry; and
  - (b) provide the Consent Authority with every reasonable facility and other assistance necessary for any inspection by the Consent Authority, including providing access to any relevant systems, registers, manuals, records (including financial records), plans and programs.
61. If an inspection shows that the Applicant has not complied or is not complying with its obligations under these Consent Conditions, the Consent Authority:
- (a) may notify the Applicant of the details of the non-compliance; and
  - (b) will specify a reasonable period within which the Applicant must carry out appropriate rectification and/or remedy activities.
62. The Consent Authority reserves the right to carry out surveillance and auditing of the Applicant's Activities at any time.

### **Exclusion of proportionate liability scheme**

63. To the extent permitted by law, Part 4 of the *Civil Liability Act 2002* (NSW) (and any equivalent statutory provision in any other state or territory) is excluded in relation to all and any rights, obligations or liabilities of the Applicant under these Consent Conditions whether these rights, obligations or liabilities are sought to be enforced in contract, tort or otherwise.

### **Fees and Other Charges**

64. The Applicant must pay the Consent Authority the Applicable Signal Rate in respect of each new traffic signal installed as part of the Works in circumstances where there were no traffic signals installed at that location prior to the carrying out of the Works.
65. Notwithstanding any other provision of these Consent Conditions, nothing in these Consent Conditions limits or otherwise qualifies the right of the Consent Authority to impose any fee or otherwise require payment in connection with the exercise of its functions or which it is otherwise entitled to impose or require under Law.

### **Miscellaneous**

66. The Consent Authority makes no representation or warranty as to the Works or the Affected Roads and assumes no duty of care in respect of them or any information provided by the Consent Authority.
67. Notwithstanding any other provision of these Consent Conditions, nothing in these Consent Conditions:
- (a) confers upon the Applicant any right or title to any part of the Works;
  - (b) in any way restricts or limits the exercise of powers by the Consent Authority or other relevant Authority (including the Applicant) or fetters the Consent Authority or the Applicant in the exercise of their respective statutory functions and powers, including in respect of traffic management and safety or otherwise under Law; or
  - (c) otherwise confers any immunity from the exercise by the Consent Authority of its statutory powers including to commence any prosecution for breach of a Law.
68. The exercise by the Consent Authority or the Applicant of a statutory function, if undertaken lawfully, is not a breach of these Consent Conditions.
69. A failure by the Consent Authority to compel performance of a Consent Condition does not constitute a waiver of the Consent Condition and does not impair the right of the Consent Authority to enforce it at a later time or to pursue remedies it may have for any subsequent breach of that Consent Condition. Any waiver must be express and in writing to be effective.

### **Definitions**

70. In these Consent Conditions, unless the context requires otherwise:

**Affected Road** means each road identified in **Schedule 2**.

**Applicable Signal Rate** means:

- (a) in respect of a small site (with 2 phases), \$65,000 (exclusive of GST);

- (b) in respect of a medium site (with 3-5 phases), \$72,300 (exclusive of GST); and
- (c) in respect of a large site (diamond option), \$80,100 (exclusive of GST).

**Applicant** means Transport for New South Wales.

**Applicant's Activities** means all things or tasks which the Applicant is, or may be, required to do to comply with its obligations under these Consent Conditions, whether or not the performance of such things or tasks is subcontracted by the Applicant to another person.

**Approval** means any consent, approval, authorisation, licence, registration, order, permission or concurrence required by these Consent Conditions or under any Law for the commencement, execution, completion, use or operation of the Works.

**As Built Drawings** means as built drawings of a completed discrete part of the Relevant Works.

**Authority** means a Commonwealth, State or local government department, a Minister, body, instrumentality, trust or public authority in the exercise of a governmental regulatory function.

**Business Days** means a day other than a Saturday, Sunday or public holiday in NSW and specifically excluding 27, 28, 29, 30 and 31 December.

**Consent Authority** means Roads and Maritime Services.

**Design Documentation** means design documentation (including design standards, concrete mix designs, design reports, durability reports, specifications, models, samples, prototypes, calculations, shop drawings, drawings, digital records, business rules, system processes and all other relevant data) in electronic, computer readable and written or physical forms, or stored by any other means, which are prepared for the performance of the Applicant's Activities by or on behalf of the Applicant (including the design of the temporary works) whether created before or after the date of these Consent Conditions.

**Final Relevant Design Documentation** means any Relevant Design Documentation which the Applicant is entitled to use for construction in accordance with clause 19.

**Independent Certifier** means, subject to clause 8(d), the person engaged by the Applicant and the Applicant's contractor.

**Independent Certifier Deed** means the deed setting out the terms of appointment and scope of work to be undertaken by the Independent Certifier, as entered into between the Applicant, the Applicant's contractor and the Independent Certifier.

**Law** includes:

- (a) an act, ordinance, regulation, by-law, order, award and proclamation of the Commonwealth and the State of New South Wales;
- (b) an Approval of an Authority; and
- (c) any requirement to pay fees and charges in connection with (a) or (b);



**Permanent Light Rail Corridor** means the area to be defined in the relevant Design Documentation, generally being the Dynamic Kinematic Envelope (DKE) plus a specified clearance (nominally 300mm) on each side, and at stops includes the stop itself, steps, ramps and paving.

**Project Plans** means each of the plans set out in clause 21.

**Project Requirements** mean the requirements set out or identified in Schedule 4.

**Quality Management Plan** means a detailed plan setting out the quality control measures to be implemented to ensure construction of the Works satisfies the requirements of these Consent Conditions.

**Relevant Design Documentation** means Design Documentation relating to the Relevant Works.

**Relevant Document** includes any Design Documentation, Project Plans or other documents provided under or in connection with these Consent Conditions.

**Relevant Works** means:

- (a) traffic control facilities (as defined in the *Transport Administration Act 1988* (NSW)), including signals (mid-block and at intersections), intersection improvements, line markings and signage;
- (b) stops adjacent to or in the road;
- (c) the structure of the tunnel under Anzac Parade;
- (d) the structure of the bridge over the Eastern Distributor;
- (e) the structure of the pedestrian bridge over Anzac Parade;
- (f) any construction of Works which may have impact on the flow and quantity of road traffic;
- (g) any changes to the reference design;
- (h) drainage works;
- (i) pavement design;
- (j) overhead wiring and other infrastructure or works (including catenaries) above or affixed to a road;
- (k) utilities and services on, under or affecting a road;
- (l) lighting;
- (m) signage, including advertising hoardings, on or in the vicinity of a road; and
- (n) any other works notified by the Consent Authority to the Applicant to the extent those works may impact on a road or impact on the flow and quantity of road traffic.

**Relevant Works (Completion)** means:

- (a) traffic control facilities (as defined in the *Transport Administration Act 1988* (NSW)), including signals (mid-block and at intersections), intersection improvements, line markings and signage;

- (b) the structure of the tunnel under Anzac Parade;
- (c) the structure of the bridge over the Eastern Distributor;
- (d) the structure of the pedestrian bridge over Anzac Parade; and
- (e) road works to be returned to the relevant roads authority when completed, including drainage works and lighting.

**Specified Standards** means the following:

- (a) Austroads Guide to Traffic Management;
- (b) Roads and Maritime Austroads Supplements;
- (c) Roads and Maritime Specifications;
- (d) Standard Drawings;
- (e) Technical Manuals, Test Methods, Technical Guidelines and Technical Directions prepared by RMS from time to time; and
- (f) all other documents in RMS' technical document library or technical document register.

**Traffic and Transport Management Plan** means a detailed plan indicating how the Works and traffic will be managed during construction of the Works so as to minimise traffic disruption and achieve public safety and compliance with these Consent Conditions.

**Works** mean the works described in Schedule 1.

### **Interpretation**

71. In these Consent Conditions, unless the context requires otherwise:
- (a) clause headings are for convenience and do not affect the interpretation;
  - (b) references to a party include its successors and permitted assigns;
  - (c) words importing the singular include the plural and vice versa;
  - (d) words importing a person include a corporation, firm or body corporate;
  - (e) references to a document include a permitted amendment, supplement to or replacement or novation of the document;
  - (f) references to a Law include that Law as modified or re-enacted, and to any other Law that is substituted for it;
  - (g) other grammatical forms of defined words or expressions have corresponding meanings; and
  - (h) 'including' and similar expressions are not words of limitation.

# Schedule 4

## Project Requirements

### 1. General

- 1.1. All plans and documents for the Relevant Works (including the Design Documentation and Project Plans) must comply with the applicable standards set by the Consent Authority including the Specified Standards.
- 1.2. The Design Documentation must include provision for all necessary road markings and sign posting.

### 2. Community Consultation

- 2.1. Liaison with the community concerning the Works is the responsibility of the Applicant.

Media releases, letterbox drops and other publications concerning changes to traffic arrangements as a result of the Works (including any proposed temporary road closures or traffic control arrangements), must be approved by the Consent Authority prior to release.

### 3. Contractor and subcontractor qualifications

- 3.1. The Applicant must ensure that the Relevant Works are undertaken by suitably prequalified and registered contractors acceptable to the Consent Authority. The names of all contractors and subcontractors proposed to undertake Relevant Works must be provided to the Consent Authority prior to the commencement of their work.
- 3.2. The Applicant must ensure such contractors comply with the Consent Authority's Prequalification and Registration Schemes (PRS).
- 3.3. If a PRS category applies to a particular class and value of work, the Applicant must not undertake or permit that class of work to be undertaken by a contractor or subcontractor that is not prequalified for that level and class of work (unless otherwise agreed by the Consent Authority).
- 3.4. If no PRS category applies to a particular class of work or the Applicant seeks permission to use a non-prequalified contractor or subcontractor, the Applicant must not undertake or permit work to be undertaken until the proposed contractor or subcontractor has been approved by the Consent Authority.

### 4. Construction

- 4.1. The Applicant must notify the Consent Authority in writing at least 10 Business Days in advance of the date on which it expects to commence construction of any part of the Relevant Works and may only commence Works in circumstances where to do so would not place it in breach of these Consent Conditions.
- 4.2. The Relevant Works must comply with the applicable RMS QA Specifications, the Specified Standards and the Planning Approvals current at the date of this

Consent. "RMS QA Specifications" means the QA specifications published from time to time by the Consent Authority on its website ([www.rms.nsw.gov.au](http://www.rms.nsw.gov.au)) and any other specification prepared as approved and notified by the Consent Authority.

- 4.3. The Consent Authority must be consulted prior to utilities being relocated outside of the standard Public Utility Space Allocations as detailed in the *NSW Streets Opening Conference's Guide to Codes and Practices for Streets Opening*.
- 4.4. Condition surveys must be prepared and submitted to the Consent Authority for all roads and road infrastructure facilities (including road signage, signalling equipment and footpaths) likely to be affected by the construction, such condition surveys to be completed prior to commencement and post completion of construction. The Applicant must facilitate the involvement of the Consent Authority and the relevant roads authority in the preparation of such condition surveys if so required by the Consent Authority. Any damage to the existing roads or road infrastructure facilities (including road signage, signalling equipment and footpaths) caused during the course of the Works is to be restored and made good to the satisfaction of the Consent Authority and relevant roads authority.
- 4.5. The Applicant must provide copies of programs (including any updated programs) for the carrying out of the Relevant Works.
- 4.6. All final linemarking (if any) on asphalt pavements installed by the Applicant (including transverse and median pavement markings) must be thermoplastic material. On spray seal pavements a reapplication of waterborne paint is required no less than 2 months and no later than 3 months after initial linemarking.

## **5. Road Safety Audit**

- 5.1. The Applicant must prepare and submit to the Consent Authority a stage three detailed design Road Safety Audit which audit must be submitted as part of the Design Documentation required under clause 17 of these Consent Conditions.
- 5.2. The Road Safety Audit must be carried out by an independent auditor. The auditor cannot be from the same organisation which prepared the Relevant Design Documentation.
- 5.3. The Applicant must prepare and submit to the Consent Authority a stage four Pre-opening Road Safety Audit prior to the permanent re-opening of any roads closed for the purpose of the Works or the Project or as otherwise reasonably required by the Consent Authority.
- 5.4. In respect of the Road Safety Audits referred to in clause 5.1 and 5.3, the Applicant must procure that the Independent Certifier provides certification to the Consent Authority stating that all findings / non-conformances of such audits have been satisfactorily addressed and closed out.

## **6. Traffic Management**

- 6.1. All pavement markings requiring removal must be removed by water blasting unless approved by the Consent Authority. Waterborne paint may be used for interim traffic stages. Retro-reflective raised pavement markings must be installed for all traffic stages.



- 6.2. Without limiting the other requirements of these Consent Conditions, a Road Occupancy Licence is required for the carrying out of road work, including during the operation of the Works. The Applicant must not permit any road closure without the prior approval of the Consent Authority.
- 6.3. The Applicant must comply with any requirement of the Consent Authority in respect of any traffic control proposal or arrangement, including any instruction to re-open any traffic lane without delay, whether or not that lane was closed by prior agreement or approval pursuant to this agreement or Road Occupancy Licence or otherwise.
- 6.4. When any unplanned closure of a lane or a restriction in the flow of traffic occurs on any road affected by the carrying out of the Applicants Activities, the Applicant must immediately advise the Traffic Management Centre and the Consent Authority of the nature of the closure or restriction and the schedule for reopening the lanes. The Applicant must take all measures required by Traffic Management Centre and the Consent Authority to open the lane or remove the restriction in the flow of traffic as quickly as possible in accordance with the incident management protocols as managed by the Traffic Management Centre.
- 6.5. Where roadworks speed zone restrictions are proposed, a speed zone authorisation must be obtained by the Applicant.

## **7. Requirements for land to be dedicated as public road**

- 7.1. Prior to completion of the Works, deposited plans of subdivision for land to be dedicated as public road (if any) must be registered by the Applicant at no cost to the Consent Authority or the applicable local council.

## **8. Traffic Control Signals (if included in the Works)**

- 8.1. The traffic signal installation work must be in accordance with the Consent Authority's specification SI/TCS/8. Due to the specialised nature of traffic control signal installations, the Consent Authority requires that adequate notice be given to it for release of signal specification hold points set out in the Quality Management Plan, so that its representative can witness these achievements.
- 8.2. All traffic signal equipment must be new, must be supplied by the Applicant or its contractor (including without limitation housing labels) and must comply with the Consent Authority's specifications. LED (Light Emitting Diode) traffic signal lanterns must be used for all traffic signal works. Reconstruction of existing sites which currently utilise Incandescent or Quartz Halogen lanterns must be upgraded to LED lantern sites in accordance with Technical direction TDT2008/05a.
- 8.3. The Applicant, at its cost, is to engage the Consent Authority to certify that all the traffic signal works are in accordance with the Design Documentation and specifications.

## **9. Additional Consent Authority Requirements**

The Applicant must carry out the Applicant's Activities:

- (a) with professional skill and care consistent with best industry practice;



- (b) with due diligence, including so that construction is completed as soon as is reasonably practicable;
- (c) so as to minimise impacts on traffic and cater for the needs of all traffic where ever possible;
- (d) so as to provide a safe environment for the travelling public and construction personnel;
- (e) so as to communicate the arrangements for any impacts of works affecting traffic;
- (f) so as to minimise obstruction and inconvenience to the public;
- (g) so as to minimise disruption to road using public at all times;
- (h) so as to maintain access to affected properties and land;
- (i) so as to provide for operation of the Works which is coordinated with and complementary to the operation and management of the adjoining local road network (local roads refers to all roads having a potential to be affected by the Works);
- (j) so as to ensure that the traffic signal works are handed over to the Consent Authority upon completion;
- (k) so as to secure, maintain, repair, reinstate and hand back areas occupied by or affected by temporary works;
- (l) so as to connect, modify, make arrangements and undertake improvements if necessary to link the Works to the surrounding local road network and accesses and to ensure the continuous functioning of the surrounding local road network until completion of the Works; and
- (m) so as to implement all necessary traffic management methods to effectively manage traffic affected by the Applicant's Activities.