

Liverpool Hospital Redevelopment
Stage 2.1



Project Application and
Environmental Assessment

Appendix N

Voluntary Planning Agreement



**VOLUNTARY PLANNING AGREEMENT BETWEEN
HEALTH INFRASTRUCTURE, RAILCORP, ARTC AND TIDC**

FOR THE LIVERPOOL HOSPITAL AND RAIL PROJECTS

JULY 2008



AUSTRALIAN RAIL TRACK CORPORATION LTD



Transport Infrastructure
Development Corporation

1.0 INTRODUCTION AND GENERAL AGREEMENTS

This is the Voluntary Planning Agreement (VPA) between RailCorp, Transport Infrastructure Development Corporation (TIDC), Australian Rail Track Corporation (ARTC) and Health Infrastructure (on behalf of NSW Health) to facilitate the implementation of the ARTC SSFL, RailCorp/TIDC Turn Back, RailCorp Traction Supply Upgrade and NSW Health Liverpool Hospital Stage 2 projects.

This agreement constitutes the Voluntary Planning Agreements required by the Planning Approvals for the Health and Rail projects at Liverpool.

It is agreed by each of the parties, Health Infrastructure, RailCorp, ARTC and TIDC:

- that the mutual objective is for the parties to co-operate in achieving completion of their respective projects, namely:
 - Liverpool Hospital Stage 2;
 - Southern Sydney Freight Line (SSFL);
 - Traction Supply Upgrade; and
 - Liverpool Turn Back;
 coordinated with the commissioning of bi-directional freight train operations in late 2009 on the SSFL;
- that the vehicle and pedestrian bridges across the rail corridor must be complete and open prior to any change of use or closure of the Elizabeth Street level crossing;
- to give effect to the principles agreed herein;
- to establish an Executive Co-ordination Working Group to manage and facilitate implementation of the interface between the respective projects; and
- to establish a co-ordinated community communication process.

1.1 Program

It is agreed by each of the parties that the following are the shared key program dates in respect to the completion and signing of the VPA, implementation of the vehicle and pedestrian bridges over the rail lines and the level crossing closure for other than emergency and planned maintenance use ready for the SSFL:

The following dates are subject to final confirmation.

Activity	Responsible Party	Target Finish
Health Infrastructure and RailCorp finalise agreement on land occupancy to allow construction of the new north road and the SSFL	Health and RailCorp	30 June 2008
Health Infrastructure and ARTC enter implementation agreement for the bridges	Health and ARTC	31 July 2008
VPA finalised and signed	All	30 June 2008
Detailed designs, DA, approvals, procurement	ARTC	TBC
Complete construction of substation (subject to confirmation)	RailCorp	2010
Construct vehicle bridge over rail lines	ARTC	30 June 2009
Construct pedestrian bridge over rail lines	ARTC	30 June 2009
Completion of new hospital road links to bridge	Health	31 July 2009
Completion, commissioning of SSFL	ARTC	31 August 2009
Contingency for pre-SSFL operational/change use of level crossing	ARTC	30 September 2009
Turn Back project complete and operational (subject to confirmation)	TIDC	2010

1.2 Noise and Vibration

The parties agree to work together to optimise rail noise and vibration mitigation measures within the Liverpool Hospital precinct. At a minimum, Health Infrastructure will design its facility to deal with present levels of noise and vibration. The rail agencies will provide noise and vibration control measures for their respective rail projects in accordance with statutory approvals and Government policy.

1.3 Elizabeth Street Level Crossing

The parties agree to establish protocols for both emergency and planned access across the rail lines for critical hospital needs in the context of the following:

Emergency Access

It is generally agreed between the parties that “emergency access purposes” is to be defined as large scale impact emergencies.

In general, Emergency and Disaster Management plans and structures will be in operation under these circumstances and these will govern the protocols for providing access across the level crossing.

The level crossing would not be used for general ambulance movement between the east and west campuses of the hospital (except for such large scale emergencies).

Planned Access

The concept of planned access is that, based on a notice protocol between NSW Health/Sydney South West Area Health Service (SSWAHS) and RailCorp/ARTC, access will be provided across the level crossing at a time which does not adversely impact on critical rail operations.

This is to be considered in two sub-categories:

- a. ‘after-hours’ access – the suburban network stops after the last train at approximately 1am until approximately 5am. This is controlled from Sydenham. The SSFL on the other hand will be controlled from Junee. It is understood that generally access is arranged with 1 month’s notice, however under some of the more urgent scenarios below the Hospital may only be able to provide urgent same day notification; and
- b. ‘planned track-possession’ – there are shutdowns of lengths of track (including power) by RailCorp and/or ARTC for maintenance. External parties may apply to also use the possession period to work in or cross the corridor. The notice here is generally 3 months and is likely to involve both RailCorp and ARTC and the date is firmed-up as the actual time approaches.

Access to the rail corridor generally attracts fees and costs from RailCorp. Under the circumstances proposed above, NSW Health would not incur fees and costs from RailCorp in respect to access to the corridor. RailCorp will establish a single point of contact for the Hospital in respect to the notice and access protocol.

The level crossing will be maintained by RailCorp with a locked gate either side of the corridor and signals retained to facilitate potential occasional access across it.

1.4 Additional Costs

Each party is to be liable for its survey, registration, legal and other related incidental costs incurred as a result of this Agreement. Should costs, additional to those agreed in this VPA, be incurred then a fair basis for apportionment of these costs is to be agreed by the parties.

1.5 Agreement between Health Infrastructure and ARTC for implementation of the bridges

The agreement between Health Infrastructure and ARTC for the design and construction of the bridges is to be based on the following principles:

- contributions from the parties as specified in the Specific Commitments below;
- an agreed cost control methodology;
- Health Infrastructure is to accept the bridges on completion and accept responsibility for the long term maintenance of the bridges;
- Health Infrastructure and RailCorp are to confirm acceptance of the design of the bridges prior to ARTC proceeding with construction;
- ARTC is to provide all the relevant warranties from the contractors and subcontractors involved in construction of the bridges;
- ARTC and NSW Health are to jointly complete the Preliminary Detailed Design with Connell Wagner [funded by NSW Health]; and
- the design and construction of the bridges should aim to minimise maintenance requirements.

2.0 SPECIFIC COMMITMENTS

2.1 Health Infrastructure (on behalf of NSW Health)

- a. Agrees to General Commitments as shown in Section 1.0 above and as specified for Health Infrastructure;
- b. Agrees to the acquisition (or other agreed mechanism) by RailCorp of SSWAHS land on the eastern side of the rail line as indicated by the plan attached for the purpose of implementing the SSFL project subject to confirmation of actual survey and design, at nominal monetary consideration;
- c. Agrees to fund the design and construction of a pedestrian bridge and a vehicular bridge across the rail line for hospital use purposes as set out below. It is intended that these bridges are in place prior to the closure of the Elizabeth Drive level crossing and hence operation of the SSFL. It is noted that by agreement in writing, ARTC is to finalise the design and construct the bridge/s on behalf of Health Infrastructure;
- d. Agrees to work with RailCorp and ARTC to establish a complementary agreement to facilitate the management of the design and construction of the bridges by ARTC as set out in this Agreement;
- e. Health Infrastructure and ARTC are to reach agreement on the process for determining the cost to Health Infrastructure for the bridges (including the approaches) under the agreement in Item 1.d above. This is to include such matters as tendering, selection of contractors and claims management;
- f. Agrees to work with RailCorp and ARTC to establish protocols for both emergency and planned access across the rail lines for critical hospital needs as set out in this Agreement;
- g. Agrees to [fund and construct] the new northern access road on RailCorp land;
- h. Agrees that the northern access road can be used by RailCorp for reasonable access to its proposed substation, and that any appropriate easements or rights of way will be entered into;
- i. Health Infrastructure will contribute \$6.85million towards the cost of the bridges.

Signed by:

Robert Rust
Chief Executive

2.2 RailCorp

- a. Agrees to General Commitments as shown in Section 1.0 above and as specified for RailCorp;

- b. Agrees to the acquisition (or other agreed mechanism) by Health Infrastructure of RailCorp land on the western side of the rail line as indicated by the plan attached for the creation of the new northern access road subject to confirmation of actual survey and design, at nominal monetary consideration;
- c. Agrees to work with Health Infrastructure and ARTC to establish a complementary agreement to facilitate the management of the design and construction of the bridges by ARTC as set out in this Agreement;
- d. Agrees to facilitate:
 - timely approvals including the design of the bridges and any necessary licences for use and construction of the bridges over the rail lines; and
 - construction and maintenance of the bridges across the rail line;
- e. Agrees to work with NSW Health and ARTC to establish protocols for both emergency and planned access across the rail lines for critical hospital needs as set out in this Agreement;
- f. RailCorp will contribute \$1.5million towards the cost of the bridges.

Signed by:

Aidan Hughes
A/Group General Manager, Corporate Services

Robert Mason
Chief Executive

2.3 ARTC

- a. Agrees to General Commitments as shown in Section 1.0 above and as specified for ARTC;
- b. Agrees to work with Health Infrastructure and RailCorp to establish a complementary agreement to facilitate the management of the design and construction of the bridges by ARTC as set out in this Agreement;
- c. Agrees to facilitate timely maintenance of the bridges across the rail line;
- d. Agrees that the ARTC works or funding for noise mitigation in the area of Liverpool Hospital, namely a noise barrier on the eastern side of the rail corridor, can, by agreement between the parties, be used to fund alternative noise and vibration mitigation works that would better suit the proposed hospital development;
- e. Agrees to work with Health Infrastructure and RailCorp to establish protocols for both emergency and planned access across the rail lines for critical hospital needs as set out in this Agreement;
- f. ARTC will contribute \$0.75million in cash and/or services towards the cost of the bridges on or before [date]. The services could be the project management, detail design and site supervision for construction of the hospital's bridges and approaches over the rail line. The scope of the work is to be agreed and included in the agreement noted in Item 2.3.b above; and
- g. Health Infrastructure and ARTC are to reach agreement on the process for determining the cost to Health Infrastructure for the bridges (including the approaches) under the agreement in Item 2.3.b above. This is to include such matters as tendering, selection of contractors and claims management.

Signed by:

Greg Mullens

Senior Project Manager

David Marchant
Chief Executive Officer and Managing Director

2.4 TIDC

- a. Agrees to the General Commitments as shown in Section 1.0 above and as specified for TIDC.

Signed by:

Chris Lock
Chief Executive

3.0 ATTACHMENTS

A plan of the rail corridor showing the land acquisitions on each side of the corridor by Health Infrastructure and RailCorp.