

Attachment 2

Memorandum of Understanding between Transport for NSW and Randwick City Council for the CBD and South East Light Rail Project



**Transport
for NSW**



**MEMORANDUM OF UNDERSTANDING (MoU)
BETWEEN
TRANSPORT FOR NSW
AND
RANDWICK CITY COUNCIL
FOR THE CBD AND SOUTH EAST LIGHT RAIL PROJECT**

PARTIES

Randwick City Council, ABN 77 362 844 121 30 Frances Street, Randwick NSW 2031 **(RCC)**

Transport for NSW ABN 18 804 239 602 Level 5, Tower A, Zenith Centre, 821 Pacific Highway, Chatswood, NSW 2067 **(TfNSW)**

THE PROJECT

1. On 13 December 2012 the NSW Government announced its intention to deliver a new CBD and South East Light Rail surface service **(the Project)** from Circular Quay along George Street to Central Station and to the University of NSW via Anzac Parade and Alison Road. A copy of the NSW Government's announcement is **Attachment A** to this MoU.
2. The Project (including the route, expected benefits of the Project, the construction and cost, integration with the bus network, and other key facts) is described in "Sydney's Light Rail Future – Expanding public transport, revitalising our city" dated December 2012.
3. Part of the Project will be constructed and delivered in a defined corridor in the local government area administered by RCC.
4. RCC has agreed to provide land for this Project at no cost to TfNSW and to schedule or reschedule its capital works around the Project in order to assist with the civil and urban infrastructure works for the Project.
5. The Parties agree that it is appropriate to work together in relation to:
 - a. RCC's local government area that is affected by the Project **(the RCC LGA)**; and
 - b. the effects and interfaces between the whole Project, end to end, and the RCC LGA.

PURPOSE OF MoU

6. The purpose of this MoU is to:
- a. establish effective communication and an understanding between the Parties prior to the entry by them into a Development Agreement;
 - b. provide a basis on which the Parties can commence working together on the initial design of the Project in the RCC LGA; and
 - c. provide the platform for the negotiation of a Development Agreement to be entered into by the Parties.

This MoU does not create any legally binding obligations on the Parties.

COMMITMENTS AND ROLES OF THE PARTIES

7. The Parties agree, where possible, to work co-operatively to achieve the best possible outcomes for stakeholders, the Project, those affected by the Project during delivery and any private sector participants in the Project.
8. The Parties agree to work co-operatively to deliver a comprehensive approach to community relations and stakeholder communications and engagement in the RCC LGA.
9. TfNSW is responsible for the delivery of the Project. It is the proponent for and the developer of the Project and is responsible for obtaining planning approval for the Project.
10. TfNSW is also responsible for obtaining funding for the Project.
11. The Parties agree that, subject to the design and other aspects of the Project being sufficiently defined, they will use their best endeavours to negotiate, document and execute a Development Agreement as soon as reasonably practical.
12. TfNSW acknowledges that the following matters are of importance to RCC in connection with the Project:
 - a. No overall net loss of passenger transport services in the RCC LGA at the time that the light rail service is introduced.
 - b. The concept, nature and quality of the public domain along the route of the Project in the RCC LGA including general consistency with the relevant RCC palette, quality standards and design standards as those items exist at the time the parties enter into the Development Agreement.
 - c. The location of any light rail stabling and/or maintenance facility in the RCC LGA and the need to reduce its impact on its neighbourhood in accordance with any conditions imposed by any planning approval.

- d. The location and design of each light rail stop in the RCC LGA.
 - e. The location and design of light rail / bus interchanges in the RCC LGA (especially at High Street near Belmore Road and at Kingsford) including the nature and extent of any operational and user facilities at those interchanges.
 - f. Meeting safety requirements without the use of pedestrian barriers around light rail stops, where possible, on the light rail route in the RCC LGA.
 - g. The accommodation by the Project (at no cost to the Project) of the RCC cycle network plan as at the time that the Development Agreement is negotiated.
 - h. That the movement and parking of private vehicles in the RCC LGA is appropriately facilitated and managed during the construction of the Project and operation of the light rail service.
 - i. Clarification of TfNSW, RCC and operator roles regarding the funding, construction and leasing arrangements for light rail stops and interchanges in the RCC LGA.
 - j. The design, funding and construction of any proposed pedestrian bridge or overhead structure within the RCC LGA, and any advertising rights in connection with such structures.
 - k. The impact on RCC's existing contracts in respect of advertising and street furniture.
 - l. Where possible, co-ordination of light rail and utilities infrastructure and minimisation of light rail overhead wiring to manage the appearance of such structures and minimise impacts.
 - m. Protection of significant trees along light rail corridors where possible.
 - n. Corridor alignment and construction which minimise adverse impacts on businesses in the RCC LGA.
 - o. Development and implementation of business continuity measures for businesses in the RCC LGA during construction of the Project.
 - p. The construction staging of the Project in the RCC LGA.
 - q. The impact of construction on major events in the RCC LGA.
 - r. Integrated ticketing.
13. RCC acknowledges that the following matters are of importance to TfNSW in connection with the Project:

- a. The assistance of RCC in connection with the location, relocation and connection to power, services and utilities for the Project in the RCC LGA.
- b. The permanent and temporary land requirements of the Project in the RCC LGA.
- c. The potential adverse impact on the Project of RCC planning approvals in respect of other projects and developments.
- d. The timely provision by RCC of information regarding the condition of land within the RCC LGA and asset information to assist the delivery of the Project.
- e. The timely and cost effective provision by RCC of works authorisations and permits.

DESIGN OF THE PROJECT

18. TfNSW is responsible for preparing the design of the Project.
19. TfNSW agrees that it will consult regularly with RCC in the development of the design of the Project in the RCC LGA and that it will work co-operatively with RCC and endeavour to resolve issues that provide suitable outcomes for both parties.

RESOURCES

20. RCC agrees to provide resources to facilitate practical collaboration between itself and TfNSW. These resources will work in and with the TfNSW integrated project team on those aspects of the Project that affect the RCC LGA.

GOVERNANCE

21. TfNSW is responsible for developing and implementing a governance structure for the Project. In connection with the governance structure it will convene a Client Working Group (CWG). TfNSW will invite RCC to nominate a member of the CWG.

DISPUTE RESOLUTION

24. If a dispute between the Parties arises in connection with this MOU or Project, then the disputing party must give to the other a notice identifying and providing details of the subject of the dispute.
25. Any dispute between the Parties arising in connection with this MOU or the Project is to be resolved in accordance with the following process:
 - a. The Director, City Services of RCC and TfNSW's Project Director will meet and attempt to resolve the dispute; and



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- b. If not resolved, then the dispute will be elevated to the General Manager of RCC and the Deputy Director General of TfNSW Transport Projects Division who will meet and resolve the dispute.

PROJECT MILESTONES

26. The indicative timeline for the Project is set out in the table on the following page:

MILESTONE	MILESTONE DATE
Complete Definition Design	Mid 2013
Business Case and Gateway Review	Q4 2013
Commence Environmental Assessment Exhibition	Q4 2013
Planning Approval	Q2 2014
Construction	2014 – 2019/2020

GENERAL

27. The Parties agree that this MoU will be governed by the laws of New South Wales.



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Executed as a Memorandum of Understanding.

**Signed for and on behalf of Randwick
City Council by its Mayor and its
General Manager:**

Signature of Mayor

Name

Signature of General Manager

Name

**Signed for and on behalf of Transport
for NSW by its Deputy Director General,
Transport Projects in the presence of:**

Signature of witness

Name of witness

Office held

Signature Christopher Deccan Lock
Deputy Director General
Transport Projects
Transport for New South Wales

Name



Barry O'Farrell MP
Premier of NSW
Minister for Western Sydney

MEDIA RELEASE

Thursday 13 December 2012

**BUILDING FOR THE FUTURE:
LIGHT RAIL TO REDUCE CONGESTION AND REVITALISE SYDNEY**

Premier Barry O'Farrell and Minister for Transport Gladys Berejiklian today announced light rail would be built through the Sydney CBD to Randwick and Kingsford to reduce congestion and revitalise the city.

The estimated \$1.6 billion 12 kilometre light rail project will link Circular Quay and Central via George Street, the Moore Park sporting and entertainment precinct including the Sydney Cricket Ground and Allianz Stadium, Randwick Racecourse, the University of NSW and Prince of Wales Hospital at Randwick.

Light rail will be built in parallel with the implementation of a redesigned bus network to significantly reduce the number of buses clogging the CBD during the peak.

Around 40 per cent of George Street will be pedestrianised, between Bathurst Street and Hunter Street, for light rail – meaning 60 per cent of George Street will still be accessible to private vehicles.

"This is a once-in-a-generation project to revitalise the centre of Sydney by reducing congestion and offering a fast, attractive public transport option to key locations," Mr O'Farrell said.

"The NSW Government is getting on with the job of building for the future."

Ms Berejiklian said light rail forms part of an integrated transport solution to fix congestion in the CBD which includes a redesigned bus network and train improvements outlined in *Sydney's Rail Future*.

"Congestion on roads in the Sydney CBD and surrounding areas will only get worse as the number of jobs in the city grows and the population increases – we have to act and in a significant way," Ms Berejiklian said.

"With the introduction of light rail and the redesigned bus network announced today, we will be able to significantly reduce the number of buses clogging the city's streets and provide fast and reliable links for people to key destinations like the Prince of Wales Hospital, University of NSW, SCG, Allianz Stadium, Moore Park, Central and Circular Quay."

Bus improvements to be rolled out include improved bus interchanges in the city, more cross-city Metro style routes, reconfigured bus stops and higher priority for buses to move people through the city faster.

Key benefits of light rail and the redesigned bus network include:

- A 97 per cent reliability rate for light rail, compared with buses in the CBD which currently only arrive within two minutes of the timetable 19 to 34 per cent of the time;
- Journey times of 24 minutes to travel from Kingsford or Randwick to Central and 15 minutes from Central to Circular Quay. It can take buses more than 30 minutes to travel from Central to Circular Quay in the peak today;
- A reduction per hour of more than 220 buses entering the CBD in the morning peak, benefiting customers who travel from the North, North-West and West on buses and are currently delayed due to congestion;
- The introduction of brand new light rail vehicles that can carry up to 300 people each, compared with 60 people on a standard bus;
- Light rail can carry 9,000 people per hour in each direction;
- The potential to join two light rail vehicles for special events at Moore Park to move up to 18,000 people per hour in each direction.

Customers will be able to use their Opal card on light rail, meaning a seamless transfer from other modes.

The NSW Government will construct light rail down George Street and to the south east as a single project to speed up delivery of this crucial infrastructure and save significant costs.

Detailed work will now be undertaken to determine the final timetable for construction, which early analysis suggests will take five or six years. Work is expected to begin in 2014. It will be funded from the transport budget, third party contributions and a PPP arrangement, subject to testing the business case.

All east-west roads in the city will remain open and small delivery trucks and property owners will retain access to the pedestrianised zone on George Street at all times. The Government will examine how to best provide access for taxis and hire cars at night to support the night time economy.

"Building the spine of a new network through a major city like Sydney will obviously cause significant disruption, but through the planning process we'll be working closely with retailers, businesses, councils and customers to manage these impacts," Ms Berejiklian said.

"The NSW Government is committed to investing in quality infrastructure and taking action that will give the people of Sydney the world class, reliable public transport system they deserve."

Work continues on the 5.6 kilometre Inner West Light Rail Extension from Lilyfield to Dulwich Hill, with construction on track to be completed in 2014. The current light rail line is about 7km.

The full *NSW Long Term Transport Master Plan* and *Sydney's Light Rail Future* is available at www.transportmasterplan.nsw.gov.au