

Infrastructure & Property

Business Paper

14 October 2025



Infrastructure and Property Committee

Terms of Reference

1. Objective

The objective of the Infrastructure and Property Committee (the Committee) is to make recommendations to Council on the community's infrastructure assets and levels of service.

2. Scope

The scope of activities to be overseen by the Committee include:

- Strategic Infrastructure Planning;
- Levels of service to be provided by Council for infrastructure, property assets and associated activities;
- Priorities for forward expenditure programs;
- Major projects
- Lifecycle of community infrastructure assets, which include:
 - Property and Building;
 - Recreation and Other Structures;
 - Roads and Drainage;
 - Waste Operations Management;
 - Water and Wastewater; and
 - Asset Management.

Council Assets

Physical

Property
Buildings (Operational)
Buildings (Community)
Recreation Facilities
Land Improvements and Other Structures
(Sports Fields and Playgrounds)
Rural Roads
Urban Roads
Car Parks
Footpaths and Cycleways

Flood Mitigation systems: Levee Banks and
Detention basins
Stormwater Management Systems

Waste and Recycling Facilities
Water and Wastewater Treatment Facilities

Intellectual

Asset Management Policy
Asset Registers
Strategic Asset Management Plan
Asset Management Plans
Recreation Needs and Management Study

Recreation Master Plans
Plans of Management
Strategy and Management Plans
Muswellbrook Mine Affected Roads
Network Plan
Flood Studies

Integrated water Cycle Management
system (ICWM)



3. Authority

Muswellbrook Shire Council authorises the Committee, within the scope of its role and responsibilities, to:

- Request information required to inform decision making (subject to their legal obligations to protect information and with prior consultation with the General Manager);
- Request information from employees (with approval of the General Manager) or Councillors;
- The Committee may request these persons to present information at Committee meetings to assist in understanding any matter under consideration;
- Obtain external legal or other professional advice, as considered necessary, to meet its responsibilities (in accordance with Council Budget and procurement arrangements and subject to prior consultation with the General Manager);
- Make decisions regarding the scope and design of projects for the consideration by Council; and
- Make decisions regarding levels of service.

4. Composition and Tenure

Members (voting)

The members of the Committee shall be Councillors and are listed below.

All members of the Committee are entitled to one vote and, in the event of an equal vote, the Chair has a casting vote.

Name	Department	Role
Cr Clare Bailey	Councillor	Chair
Cr Rod Scholes	Councillor	Deputy Chair
Cr Jeff Drayton	Councillor	Voting Member
Cr Louise Dunn	Councillor	Voting Member
Cr David Hartley	Councillor	Voting Member
Cr Darryl Marshall	Councillor	Voting Member
Cr Max Morris	Councillor	Voting Member
Cr Stephen Ward	Councillor	Voting Member

**Attendees (non-voting)**

The following Council officers will act as liaison officers to the Committee:

Name	Department	Role
Mr Matt Lysaught	Director – Infrastructure & Property	Liaison Officer
Mr Derek Finnigan	General Manager	Attendee
Mrs Kellie Scholes	Group Manager – Infrastructure & Operations	Attendee
Mr Sergei Iagunkov	Manager – Water & Wastewater	Attendee
Ms Joann Polsen	Manager – Waste Operations	Attendee
Mr Paul Chandler	Acting Project Manager – Property & Building Services	Attendee
Mrs Mardi Eriksson	Manager – Property & Building Services	Attendee
Mr Peter Ball	Manager – Works	Attendee

Invitees (non-voting) for specific Agenda items

Other officers may attend by invitation as requested by the Committee or the General Manager.

5. Responsibilities of Members

Members of the Committee are expected to:

- Agree that they are bound by Council's Code of Conduct;
- Understand the relevant legislative and regulatory requirements appropriate to Muswellbrook Shire Council;
- Contribute the time needed to study and understand the papers provided;
- Apply sound analytical skills, objectivity and judgement;
- Express opinions frankly, ask questions that consider the fundamental core of the issues, and pursue independent lines of enquiry;
- Act, and be seen to act, properly and in accordance with the requirements of the law and the terms of Council's Code of Conduct; and
- Act in good faith and fidelity in the interests of Council and the community.

6. Reporting

Following each meeting, the minutes will be reported to the next Council Meeting and the Chair will be required to provide a brief summary.

7. Meetings

- The Committee will meet at 5.30pm on the second Tuesday of every even month.
- The need for any additional meetings will be decided by the Chair of the Committee, though other Committee members may make requests to the Chair for additional or alternative meetings.
- The Committee shall comply with Council's adopted Code of Meeting Practice and Code of Conduct.
- Meetings of the Committee are open to the public to attend.



8. Attendance at Meetings and Quorums

A quorum will consist of five (5) Committee members. Meetings will be held in person. Councillors may attend and participate in meetings of the committee by audio-visual link with the approval of the committee.

9. Secretariat

The General Manager will ensure that appropriate secretariat support is provided to the Committee. The Secretariat will ensure the agenda for each meeting and supporting papers are circulated at least 5 days before the meeting and ensure minutes of the meeting are prepared and maintained.

Minutes shall be approved by the Chair and circulated to all Committee members within one week of the meeting and filed in accordance with Council's Records Management Policy.

10. Conflicts of Interest

Members of Council committees must comply with the applicable provisions of Council's Code of Conduct in carrying out their functions as Council officials. It is the personal responsibility of Council officials to comply with the standards in the Code of Conduct and regularly review their personal circumstances with this in mind.

Committee members must declare any conflict of interest at the start of each meeting or before discussion of a relevant agenda item or topic. Details of any conflict of interest should be appropriately minuted.

Where members or invitees at Committee meetings are deemed to have a real or perceived conflict of interest, it may be appropriate they be excused from Committee deliberations on the issue where the conflict of interest may exist. The final arbiter of such a decision is the Chair of the Committee.

11. Induction

New members will receive relevant information and briefings on their appointment to assist them to meet their Committee responsibilities.

12. Review of Committee Terms of Reference

At least once every two years the Committee will review this Committee's Terms of Reference and make recommendations on any changes to Council for its determination.

Any changes to the Committee Terms of Reference must be approved by Council.



MUSWELLBROOK SHIRE COUNCIL

P.O Box 122

MUSWELLBROOK

9 October, 2025

Cr C. Bailey (Chair)
Cr R. Scholes (Deputy Chair)
Cr J. Drayton
Cr L. Dunn
Cr D. Hartley
Cr G. McNeill
Cr D. Marshall
Cr S. Ward
Mr D. Finnigan (General Manager)
Mr M. Lysaught (Director – Infrastructure & Property)
Mrs K. Scholes (Group Manager – Infrastructure & Operations)
Mr S. Iagunkov (Manager – Water & Wastewater)
Ms J. Polsen (Manager – Waste Operations)
Mr P. Chandler (Project Manager – Property & Building Services)
Ms M. Eriksson (Manager – Property & Building Services)

You are hereby requested to attend the Infrastructure & Property to be held in the Meeting Room, Level 1 Tertiary Education Centre, 87 Hill Street, Muswellbrook on **14 October 2025** commencing **at the conclusion of the Finance and Governance Committee meeting.**

Matt Lysaught

DIRECTOR – INFRASTRUCTURE & PROPERTY



Order of Business

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1 Acknowledgement of Country

Acknowledgement of Country

Council would like to respectfully acknowledge the local Aboriginal people who are the Traditional Owners and custodians of the land on which this meeting takes place

2 Apologies

3 Confirmation of Minutes of Previous Meeting

RECOMMENDATION

The Minutes of the Infrastructure and Property Committee Meeting held on 12 August 2025, a copy of which has been distributed to all members, be taken as read and confirmed as a true record.

Moved: _____ **Seconded:** _____

MINUTES OF THE INFRASTRUCTURE AND PROPERTY COMMITTEE MEETING OF THE MUSWELLBROOK SHIRE COUNCIL HELD IN THE TEC MEETING ROOM, LEVEL 1 TERTIARY EDUCATION CENTRE, 87 HILL STREET, MUSWELLBROOK ON Tuesday 12 August 2025 COMMENCING AT 5:41pm.

PRESENT: Cr C. Bailey (Chair), Cr R. Scholes, Cr J. Drayton, Cr L. Dunn, Cr D. Hartley, Cr D. Marshall, Cr M. Morris, and Cr S. Ward.

IN ATTENDANCE: Cr A. Barry, Cr D. Douglas, Cr R. Mahajan, Mr D. Finnigan (General Manager), Mr M. Lysaught (Director - Infrastructure & Property), Mrs K. Scholes (Group Manager - Infrastructure & Operations), Mr S. Iagunkov (Manager - Water & Wastewater), Ms J. Polsen (Manager - Waste Operations), and Mrs M. Sandell-Hay (Governance Officer).

1 Acknowledgement of Country

The Acknowledgement of Country was read by Cr D. Hartley.

2 Apologies

Nil

3 Confirmation of Minutes of Previous Meeting

RESOLVED on the motion of Cr M. Morris and Cr R. Scholes that:

The Minutes of the Infrastructure and Property Committee Meeting held on 10 June 2025, a copy of which has been distributed to all members, be taken as read and confirmed as a true record.

In Favour: Cr C. Bailey, Cr R. Scholes, Cr J. Drayton, Cr L. Dunn, Cr D. Hartley, Cr D. Marshall, Cr M. Morris and Cr S. Ward

Against: Nil

4 Disclosure of Any Pecuniary and Non-Pecuniary Interests

Nil

5 Business Arising

Nil



6 Business

6.1 2025-2026 Capital Program - Roads and Drainage

RESOLVED on the motion of Cr R. Scholes and Cr L. Dunn that:

The Committee recommends to Council endorsement of the attached priority lists of work for the undertaking of the 2025-26 Capital Works Programs to the limit of available funding under the various programs:

1. Footpath renewals as per attachment 1;
2. Pram Ramp renewal as per attachment 2;
3. Kerb and Gutter renewal as per attachment 3;
4. Road Resealing as per attachment 4; and
5. Heavy Patching as per attachment 5.

In Favour: Cr C. Bailey, Cr R. Scholes, Cr J. Drayton, Cr L. Dunn, Cr D. Hartley, Cr D. Marshall, Cr M. Morris and Cr S. Ward

Against: Nil

7 Adjournment into Closed Committee

RECOMMENDED on the motion of Cr J. Drayton and Cr M. Morris that:

The Committee adjourn into Closed Session .

In Favour Cr C. Bailey, Cr R. Scholes, Cr J. Drayton, Cr L. Dunn, Cr D. Hartley, Cr D. Marshall, Cr M. Morris and Cr S. Ward

Against Nil

8 Closed Committee

8.1 Waste Collection Services to Almond Street, Denman.

MOTION

RECOMMENDED by Cr J. Drayton and Cr M. Morris that:

The Committee recommends to Council that:

The Committee recommends to Council that:

1. A one-off exception to the Revenue Policy to permit contracted waste collection trucks to perform services along an unsealed road be approved,
2. A program of consultation and information with affected property owners be initiated, and
3. The extension of the Waste Collection Zone.

The Motion was put to the vote and LOST



INFRASTRUCTURE AND PROPERTY COMMITTEE MINUTES

12 August 2025

FORESHADOWED MOTION

RESOLVED on the motion of Cr J. Drayton and Cr M. Morris that:

The Committee recommends to Council that:

A program of consultation and information with affected property owners be initiated, to gauge support for bin collection in Almond Street.

In Favour: Cr C. Bailey, Cr R. Scholes, Cr J. Drayton, Cr L. Dunn, Cr D. Hartley, Cr D. Marshall, Cr M. Morris and Cr S. Ward

Against: Nil

9 Resumption of Open Committee

RESOLVED on the motion of Cr D. Hartley and Cr D. Marshall that:

The meeting return to Open Committee.

In Favour: Cr C. Bailey, Cr R. Scholes, Cr J. Drayton, Cr L. Dunn, Cr D. Hartley, Cr D. Marshall, Cr M. Morris and Cr S. Ward.

Against: Nil.

The Chair read out the resolutions from Closed Committee

10 Date of Next Meeting

14 October 2025

11 Closure

The meeting was declared closed at 6:06pm.

.....
Mr D. Finnigan
General Manager

.....
Cr C. Bailey
Chairperson



4 Disclosure of Any Pecuniary and Non-Pecuniary Interests

5 Business Arising

Nil



6 Business

6.1 Sandy Hollow Public Toilet Facilities

Responsible Officer: Director - Infrastructure & Property

Author: Traffic & Roads Status Officer

Community Strategic Plan: 2 - Regional Centre

Our community has access to regional services, infrastructure and facilities.

Delivery Program Goal: Not Applicable

Operational Plan Action: Not applicable

Attachments: 1. Sandy Hollow Toilet Proposed Driveway and Access
[6.1.1 - 1 page]

PURPOSE

To request Council's consideration and in-principle agreement to undertake further investigation into the viability of locating a public toilet facility in Sandy Hollow at the rear of the Sandy Hollow Hall, in consultation with the Sandy Hollow Progress Association.

OFFICER'S RECOMMENDATION

The Committee:

1. Endorses in-principle support for the location of the public toilet in Sandy Hollow, acknowledging that a budget allocation of \$120,000 would be required from the 2025-2026 Capital Program for a new footpath to facilitate safe and accessible public access from the Golden Highway; and
2. Requests that the Sandy Hollow Progress Association (SHPA) be informed of Muswellbrook Shire Council's in-principle support of the project and to request confirmation in writing of SHPA's agreement to proceed with the proposal to purchase and install a public toilet at the location identified at the rear of the Sandy Hollow Community Hall; and
3. Requests that a further report be provided to inform Council of the outcome of the consultation.

Moved: _____

Seconded: _____

EXECUTIVE SUMMARY

The Sandy Hollow Progress Association (SHPA) has received funding to install a public toilet in Sandy Hollow. This report requests Council's endorsement to support the proposal through works carried out by Council to facilitate public access to the proposed site of the facility.

PREVIOUS RESOLUTIONS



25 March 2025 Ordinary Council Meeting – A report was submitted to Council providing an update on Sandy Hollow Projects.

Resolution 231

The information in the report be NOTED.

BACKGROUND

The March 2025 report described that the community of Sandy Hollow has no public toilet facilities and that the lack of facilities impacts on the amenity of the town and presents difficulties for residents and visitors. The Sandy Hollow community has been advocating for a public toilet to be constructed within the village for many years.

Some good work was undertaken in this space by the Sandy Hollow Progress Association (SHPA), through securing funding of \$80,000 from the Ridgeland Community Fund for the purpose of construction of a toilet facility. These funds are yet to be spent.

The major barrier to constructing the toilet facility is the availability of suitable land within the village to site the facility that is accessible, close to the village centre, and within reasonable distance to the Golden Highway.

The SHPA has proposed to install the toilet at the rear of the Sandy Hollow Hall, on land owned by the SHPA. They have approached Council to provide support for the proposal and to seek Council's assistance with the Project.

The Mangoola/Sandy Hollow Rural Fire Service Shed is located on land owned by Council on the south eastern corner of the SHPA land where the Hall is located, with a Right of Way Easement 6.3m wide through SHPA land to allow access from the Golden Highway to the shed. The land was transferred to Council from the SHPA in the early 1990's following a community meeting held on 28 October 1993. The land was granted to Council at the time to specifically build the fire shed for the use of the Sandy Hollow Volunteer Bushfire Brigade. The shed is currently utilised by the Mangoola Rural Fire Service.

CONSULTATION

Sandy Hollow Progress Association members

Mangoola Rural Fire Service

Property & Building Services

Roads Drainage & Technical Services

REPORT

There are currently no public toilet facilities in Sandy Hollow to cater for tourists and the general public. The Sandy Hollow Progress Association (SHPA) applied and received funding of \$80,000 from the Ridgeland Community Fund several years ago for this purpose. Council does not own any suitable land within the Village, nor does the road reserve provide a viable option to construct a public toilet facility.

It was reported at the 25 March 2025 Ordinary Council Meeting that "The Village Masterplan allows for public amenities to be located within the proposed site for the Transport for NSW (TfNSW) truck stop. The preferred site for the truck stop is adjacent to the existing service station on the eastern side of the Golden Highway. To date, the land to develop the facility in the village has not been obtained. Whilst the project to construct a truck stop by TfNSW is continuing to be investigated, it is currently unconfirmed and unfunded. TfNSW advises, however, that as part of the investigation into the viability of the project it will be installing camera monitoring devices in the near future. The purpose of the monitoring is to gain a better



understanding of the parking patterns within the village, particularly for heavy vehicles.” It is to be noted that TfNSW has been investigating this matter for several years with that matter not progressing to date.

The SHPA has proposed to build the public toilet facility on the rear of their land occupied by the Sandy Hollow Hall. A meeting was held with some of the members of the SHPA, representatives from the Mangoola Rural Fire Service (RFS), and Council staff, to discuss the proposal. Council staff were advised by the RFS representatives that the rural fire shed was still utilised by the RFS, and that whilst the shed did not currently house the fire truck, it was intended that the truck be reinstated when they were able to increase their membership numbers in the area. For convenience, security, and ease of maintenance the fire truck is currently housed at the fire shed in Dalswinton.

Council recognises that the presence of the RFS in the village is an essential service for the area and for the residents of Sandy Hollow.

For the toilet facility to be built at this location, it would require:

- a safe and accessible path to the toilet facility from the Golden Highway;
- security lighting;
- directional signage; and
- possible upgrade of the septic system.

The SHPA would require financial assistance from Council to construct the safe, inclusive access and for the ongoing maintenance and servicing of the unsewered facility. The capital costs for the path, lighting, and signage have been estimated in the order of \$120,000. The Committee is requested to consider a proposal to construct a concrete driveway incorporating a formalised pedestrian path. This would provide dual purpose safe, inclusive access to the toilet facility and access for the fire trucks to the shed at the rear. It is anticipated that Council would be responsible for the ongoing maintenance of the unsewered facility as it would be used by the public.

FINANCIAL CONSIDERATIONS

If Council endorses this proposal, a Capital Budget for the initial construction cost of \$120,000 to construct the concrete access to the toilet facility from the Golden Highway, plus ongoing maintenance cost of maintaining the unsewered facility.

Ongoing Operational and Maintenance Costs Implications Associated with Capital Project

1. Financial Implications – Capital

\$120,000.00 - source of funding to be identified.

2. Financial Implications – Operational

Ongoing maintenance cost of the unsewered facility estimated to be up to \$10,000 per annum.

POLICY IMPLICATIONS

Not applicable

STATUTORY / LEGISLATIVE IMPLICATIONS

Not applicable



RISK MANAGEMENT IMPLICATIONS

Council will need to ensure that the access is constructed within the boundaries of the land and to the relevant standards to ensure accessibility.

COMMUNITY CONSULTATION / COMMUNICATIONS

Undertaken as outlined in the report.

Proposed Public Toilet Site Sandy Hollow





6.2 Denman and Muswellbrook Levee Works

Responsible Officer:	General Manager
Author:	Chief Engineer
Community Strategic Plan:	4 - <i>Great Place to Live</i> Our community offers a great lifestyle in a healthy natural environment.
Delivery Program Goal:	4.2.1 - Improve the planning and preparedness for natural hazards.
Operational Plan Action:	4.2.1.3 - Mitigate risks of natural hazards impacting Council's critical community infrastructure.
Attachments:	1. Council letter to DCCEEW Sep25 [6.2.1 - 4 pages]

PURPOSE

To provide Council with updates relating to the management of Council's levees in Muswellbrook and Denman and further inform Council of ongoing strategies to ensure sustainable maintenance of these critically important flood mitigation structures.

OFFICER'S RECOMMENDATION

The Infrastructure & Property Committee:

1. Notes the information contained in the report.
2. Endorses the letter to the Department of Climate Change, Energy, the Environment and Water (DCCEEW), and delegates the General Manager to finalise the letter.

Moved: _____ **Seconded:** _____

EXECUTIVE SUMMARY

The Denman and Muswellbrook levees represent critical flood mitigation infrastructure that provides protection to residents and private property for significant flood events up to the 1% Average Exceedance Probability event. Their ongoing safe management is part of Council's maintenance responsibility.

Through approved funding from NSW Public Works, critical maintenance of the levee systems is prioritised in early 2025 to remove vegetation and restore embankment stability against potential risks from future flooding and climate change. Investigations are ongoing for project delivery, and early assessment and auditing of levee systems have provided critical data for all defects for Council to plan and manage future maintenance of the levees in both Denman and Muswellbrook.

Council's maintenance obligations are challenged by a dispute of ownership of these levees, for which Council's position is outlined in the attached draft letter to the Department of Climate Change, Energy, the Environment and Water requesting formal acceptance of ownership and ultimate responsibility for the levees by the State Government for their inclusion in the Hunter Valley Flood Mitigation Scheme.



PREVIOUS RESOLUTIONS

Not applicable

BACKGROUND

The Denman Levee was constructed on private land (with compensation provided to previous residents) in August 1988, and commissioned on 27 October 1988 by the Water Administration Ministerial Corporation on private land to reduce the impact of flood events up to and including the 0.2% (1 in 500) Average Exceedance Probability to the Denman township, provided that flood barrier protection is employed for the gap in the levee at Crinoline Street. On 4 February 1992, Council entered into a Deed assigning full responsibility and cost for the maintenance of the Levee in perpetuity.

The Denman Levee consists of 2,345 m of earthen embankment and 55m of concrete retaining wall (crib-wall) and has been recently valued at \$3.6million by APV Valuers as part of the 2024-2025 Transport Valuation.

The Muswellbrook Levee was constructed in or around 1991 by Council and financed by the Department of Water Resources, the Commonwealth, and Council to reduce the impact of flood events up to and including the 0.2% (1 in 500) Average Exceedance Probability to the Muswellbrook township (or 1% - 1 in 100) AEP event with an additional 1m freeboard (additional height/protection). Similarly, in or around 11 February 1991, Council and the Department entered a deed for both the construction and the ongoing maintenance for the Muswellbrook Levee.

The Muswellbrook Levee consists of 1,070m of earthen embankment and 90m of reinforced concrete retaining wall, and has been recently valued at \$1.04 million by APV Valuers as part of the 2024-25 Transport Valuation.

NSW Public Works has previously provided technical assistance and financing for the preparation of Owner's Manuals for both the Denman and Muswellbrook Levees, completed in November 2020.

CONSULTATION

Corporate Lawyer

General Manager

Works Manager

Group Manager Infrastructure and Works

REPORT

In December of 2022, NSW Public Works began discussions with Muswellbrook Shire Council to gather data relating to both the Denman and Muswellbrook levee systems to undertake grant funding considerations for the maintenance and repair of levee systems, funded by the NSW Government.

Following further internal and external consultation, NSW Public Works engaged an external consultant in July 2023 to undertake a detailed engineering audit of the levee structures in Denman and Muswellbrook. A report generated from this audit provided detailed information for both levee structures, including all defects and criticality rankings to inform future grant funding from NSW Public Works.

Council continued consultation with NSW Public Works over the next 18 months, alongside internal stakeholders, to determine Council's preferences for priority works for both levees, subject to approval of grant funding by the NSW State Government.



In December 2024, final approval for grant funding was notified to Council for the value of \$171,276 to undertake works including:

- vegetation maintenance of the levees including the removal of trees and reinstatement of the root bulbs;
- minor infilling of holes;
- installation of barrier fencing near the concrete retaining walls; and
- project management to be undertaken in full by NSW Public Works, in consultation with Council.

Maintenance and reconstruction works are expected to be undertaken in early 2026.

As part of a thorough community consultation process, Council plans to undertake public meetings towards the end of 2025, to discuss the purpose of the levee systems and the obligations between the State Government, Council, and residents to ensure their long-term structural integrity, and to inform them of the proposed works.

The removal of vegetation along the levees will be further informed by Environmental Impact Assessments currently being undertaken by an external consultant on behalf of NSW Public Works and Council.

FINANCIAL CONSIDERATIONS

Grant funding for the scope of the project has been fully approved by the NSW Government to be executed by NSW Public Works for a funding total of \$171,276 to undertake critical maintenance works along both the Muswellbrook and Denman Levees. This grant funded amount fully funds the key requirements noted in the report.

Ongoing Operational and Maintenance Costs Implications Associated with Capital Project

1. Financial Implications – Capital

Nil

2. Financial Implications – Operational

Minor costs associated with notification of residents (letter drops) and public meetings within existing budgets.

POLICY IMPLICATIONS

Rivers and Drainage Channels Policy

STATUTORY / LEGISLATIVE IMPLICATIONS

Nil, with requirements for erosion control to be ensured by Council officers for the appointed contractor.

RISK MANAGEMENT IMPLICATIONS

Maintenance of Council's levee systems and educating the public are fundamental to ensuring the long-term management of these critical flood infrastructure (levee) systems.

COMMUNITY CONSULTATION / COMMUNICATIONS

Public meetings for Muswellbrook and Denman are planned for the end of 2025 ahead of works progressing, along with letter drops to affected residents and online notifications relating to the levee works.



XX September 2025

Attention: [insert]

Department of Climate Change, Energy, the Environment and Water (DCCEEW)
GPO Box 3090,
Canberra ACT 2601, Australia

Via email: [insert]

Dear [insert],

Denman Levee and Muswellbrook Levee, Muswellbrook Shire Local Government Area**DENMAN LEVEE****Background**

The Denman Levee, located within the Muswellbrook Shire local government area, was constructed in 1988 (Levee).

The construction of the Levee was undertaken by the Water Administration Ministerial Corporation (Corporation) and was financed by the NSW Government, the Hunter Valley Conservation Trust (now the Hunter Valley Catchment Management Authority), and Muswellbrook Shire Council (Council).

The Levee is almost entirely constructed on private land.

The Levee is approximately 2,400m in length and protects the town of Denman from major flooding from a 4,150km² catchment, and provides the following benefits:

- reduction of the 1% (1 in 100) Annual Exceedance Probability (AEP) flood level in the commercial area from approximately 108.5 to 106.75;
- additional reduction to the 0.2% AEP (1 in 500) AEP flood level when the flood barrier is employed across Crinoline Street;
- reduction of the area of inundation from 55.5 hectares to approximately 12.5 hectares;
- a change in the nature of flooding from that of high velocity floodwaters to significantly more quiescent backwater flows. This has the effect of reducing the flood hazard category from high hazard to medium or low;
- reduction of residential properties inundated by floodwaters from 140 to 13;
- reduction in the cost of flood damage.

Council recently procured a valuation of the Levee from APV Valuers and Asset Management (APV) for the 2024/2025 financial year. APV has advised that the Levee is valued at \$3.6million. Council considers the Levee to be a critical piece of infrastructure to the local government area. Just downstream of Denman, the Goulburn River flows into the Hunter River with an overall catchment area of an additional 7,800km².

Deed of Agreement

On 4 February 1992, Council and the Corporation entered into a Deed (Deed) assigning Council full responsibility and cost for the maintenance of the Levee in perpetuity.

The Deed requires Council to, amongst other things:

- (a) keep the Levee in good and substantial repair and condition;
- (b) undertake maintenance work generally in accordance with the maintenance manual annexed to the Deed;
- (c) carry out work to the Levee as directed by the Corporation;
- (d) effect and maintain public liability insurance in the joint names of the Council and the Corporation for an amount not less than \$10million for any single event; and
- (e) indemnify the Corporation against claims arising from the Council's failure to maintain the Levee.

Concerns related to the Deed

On 18 September 2024, Council received correspondence, through NSW Public Works, from the DCCEEW in relation to the Levee.

This correspondence stated that it *"would be beneficial for the Hunter Valley Flood Mitigation Scheme and Council to clarify responsibilities for the Denman Levee, and establish clear guidelines for the control, management, and maintenance of the Denman Levee."*

The letter identified several key areas of concern in relation to the Deed, including but not limited to:

- (a) the difficulties in determining Council's exact obligations under the Deed;
- (b) ambiguities in the Deed in relation to major versus minor works, decommissioning works, asset management, etc;
- (c) the term "levee" in the Deed is unclear; and
- (d) uncertainty as to whether "control and management" are statutory functions that cannot be transferred.

In addition to those concerns raised by DCCEEW in relation to the Deed, Council raises the following issues of concern:

- (a) the Deed requires Council to effect and maintain public liability insurance in the joint names of Council and the Corporation. Council's insurance provider has advised that Council is unable to obtain a policy in joint names;
- (b) the indemnity in the Deed is excessively broad, and Council's insurer has suggested that the indemnity may exceed the extent of cover available to Council.

Council considers that the Levee is a critical State infrastructure asset, and that the responsibility of maintenance in perpetuity should not be placed on Council.

Furthermore, Council lacks the necessary resources and specialist expertise in levee maintenance and management, for ensuring these assets are continuously maintained and managed for resilience against increasing risks from extreme flood events, exacerbated by climate change. NSW Public Works has recently secured grant funding for vegetation clearing, rectification works, and has assisted in preparing levee

management documentation on behalf of Council, noting Council's additional needs for support and expert consultant advice in its management of the levee.

MUSWELLBROOK LEVEE

Background

The Muswellbrook Levee, located within the Muswellbrook Shire local government area, was constructed in or around 1991 (Muswellbrook Levee).

The construction of the Muswellbrook Levee was undertaken by Council and was financed by the Department of Water Resources (Department), the Commonwealth, and Council.

The Muswellbrook Levee is approximately 1,180m in length, and protects the town of Muswellbrook from major flooding from the 1% AEP flood event from a 3,370km² catchment, with an average height of 3.5m and a maximum height of 4.8m, in the vicinity of Ford Street.

Council recently procured a valuation of the Muswellbrook Levee from APV Valuers and Asset Management (APV). APV has advised that the Muswellbrook Levee is valued at \$1.04million. Council considers the Muswellbrook Levee to be a critical piece of infrastructure.

Deed of Agreement

On or around 11 February 1991, Council and the Department entered into a Deed (Muswellbrook Levee Deed). The Muswellbrook Levee Deed provides for Council to, amongst other things, undertake flood mitigation works, including the construction of the Muswellbrook Levee and upon completion of the works, assigns Council responsibility for the maintenance of the Levee at its cost.

Concerns related to the Muswellbrook Levee Deed

Council considers that the Muswellbrook Levee is a critical State infrastructure asset and the responsibility of maintenance in perpetuity should not be placed on Council.

Council lacks the necessary resources and specialist expertise in levee maintenance and management, for ensuring these assets are continuously maintained and managed for resilience against increasing risks from extreme flood events, exacerbated by climate change.

Hunter Valley Flood Mitigation Scheme (Scheme)

As you are aware, the Scheme assets are owned by the Corporation and managed under delegation by the DCCEEW.

The Scheme consists of 15 areas within the local councils of Newcastle, Port Stephens, Dungog, Maitland, Singleton, Muswellbrook, and the Upper Hunter. The Scheme manages more than 185km of levees.

Council considers that, due to the numerous concerns held by both DCCEEW and Council in relation to the Deed, Council's concerns in relation to the control and management of the Muswellbrook Levee, and that both levees are critical State infrastructure in protecting the towns of Denman and Muswellbrook from flooding, that their inclusion on the Scheme would be reasonable and appropriate.

Submission

Council requests that the DCCEEW considers the termination of the Denman Levee Deed and Muswellbrook Levee Deed and includes both levees in the Hunter Valley Flood Mitigation Scheme.

Council welcomes a discussion with DCCEEW in relation the levees and their inclusion in the Scheme.

Yours faithfully,

Derek Finnigan
General Manager

**6.3 2025/2026 Large Plant Replacement Program**

Responsible Officer: Director - Infrastructure & Property

Author: Manager - Works

Community Strategic Plan: 4 - *Great Place to Live*

Not Applicable

Delivery Program Goal: 5.6.1 - Be an employer of choice by investing in the development and growth of our people.

Operational Plan Action: Not applicable

Attachments: Nil

PURPOSE

To submit for the consideration of the Infrastructure and Property Committee the proposed 2025/2026 Large Plant Replacement Program.

OFFICER'S RECOMMENDATION

The Infrastructure and Property Committee ENDORSES the 2025/2026 Large Plant Replacement Program as listed in the report to the extent of available funding.

Moved: _____

Seconded: _____

EXECUTIVE SUMMARY

The Large Plant Replacement Program has identified a list of items of plant needed to be procured to replace existing plant and add to Council's fleet to meet Council's operational needs. The program has an estimated cost of \$2,400,000, with an available budget of \$2,295,880.

The Committee is requested to review the list and to endorse procurement to be undertaken accordingly, to the limit of the available funds.

PREVIOUS RESOLUTIONS

17 December 2024 Ordinary Council Meeting:

**10.2.8. Large Plant Replacement Program**

- 127 RESOLVED on the motion of Cr A. Barry and Cr D. Marshall that:
Council:
1. Supports the 2024/2025 Large Plant Replacement Programme as prioritised in the report; and
 2. Approves the transfer of funds from the Plant Reserve to proceed with purchase of the Compact Footpath Sweeper.
- In Favour Cr C. Bailey, Cr A. Barry, Cr J. Drayton, Cr L. Dunn, Cr D. Hartley, Cr G. McNeill, Cr D. Marshall, Cr M. Morris, Cr R. Scholes and Cr S. Ward
- Against: Nil

23 September 2025 Ordinary Meeting of Council**17.1. 2024-2025-0635 - Supply and Delivery of a Tracked Loader**

- 110 RESOLVED on the motion of Cr D. Marshall and Cr D. Douglas that:
Council:
1. Accepts the Tender submitted by Liebherr Australia Pty Ltd, under Contract 2024-2025-0635, for the Supply and Delivery of a Tracked Loader, for the sum of \$849,000, exclusive of GST; and
 2. Delegates authority to the General Manager to sign the contract.

BACKGROUND

Council has allocated \$2,400,000 in the General Fund Capital Budget for the 2025/2026 Large Plant Replacement Program, and a further \$1,190,661 carried over from the 2024/2025 Large Plant Replacement Program. The total 2025/2026 Large Plant Replacement budget is therefore \$3,590,661.

Of the available budget, \$419,781 has been expended or committed for plant awaiting delivery, and a further \$849,000 has been committed for a Tracked Loader for the Waste Management Facility, which is currently on order. The remaining budget is \$2,321,880.

The following plant items purchased under the 2024-25 Programme have been delivered or are expected to be delivered soon:

- A new tractor and attachments to manage vegetation has been delivered, at a total cost of \$337,050.
- A Sports Field Mower has been ordered, and delivery is pending, at a total cost of \$182,362.
- Ride on mower with catcher has been delivered, at a total cost of \$59,890.
- 2 x 4.5t Transport Vehicles have been ordered and delivery is pending, at a total cost of \$188,672.
- A Tracked Loader, at a cost of \$849,000 has been ordered.
- A Kubota RTV utility vehicle has been delivered, at a total cost of \$41,281.

**CONSULTATION**

Manager Waste Operations

Plant Supervisor

Admin Officer Plant and Fleet

Works Coordinators

Works Supervisors

Group Manager Infrastructure and Operations

Director Infrastructure and Property

REPORT

The draft Large Plant Replacement Program has been prepared in consultation with operational staff, and is provided for Council's consideration, totalling \$2,400,000. The program has been prepared with cost estimates in consideration of operational requirements across different Council business units, and guided by plant age and condition.

Plant #	Description	Purchase Date	Approx \$ (exclusive of GST)	Comment
540	Parks Water Cart	2007	\$100,000	Cab chassis Purchased. Watercart, tilt tray, and toolboxes to be constructed and fitted.
New	Variable message Board x 2	New	\$60,000	For use with natural disasters, roadworks, and events.
New	Remote control slopes mower	New	\$50,000	Works currently hire contractors to undertake this work.
New	Footpath Sweeper	New	\$200,000	Currently paying ~\$70,000 p.a. in hiring costs.
New	Forklift	New	\$30,000	Currently hiring a machine which is not suitable to meet all desired outcomes.
153	Smooth Drum Roller	2012	\$150,000	The roller is unable to be repaired.
550	Tractor	2011	\$150,000	Cracked differential too expensive to repair - 14 years old. High maintenance costs.
212	8.0t Transport Vehicle	2012	\$125,000	13 years old. High maintenance costs.
210	8.0t Transport Vehicle	2012	\$125,000	13 years old. High maintenance costs.
542	Ride on Mower with Catcher for	2017	\$60,000	8 years old. High maintenance costs.



Plant #	Description	Purchase Date	Approx \$ (exclusive of GST)	Comment
	Muswellbrook			
128	Skid Steer Loader	2015	\$125,000	10 years old. High maintenance costs.
146	Skid Steer Loader Trailer	2011	\$25,000	Trailer to transport new Skid Steer Loader.
46	15t tip truck	2004	\$200,000	21 years old. High maintenance costs.
69/143	22.5t Tip Truck and dog trailer	2006	\$675,000	19 years old. High maintenance costs.
806	15t Front End Loader	2015	\$325,000	10 years old. High maintenance costs.
		Total	\$2,400,000	

FINANCIAL CONSIDERATIONS

Procurement will be funded from the Large Plant Replacement Program, from which sufficient funding is considered available to proceed with the procurement of identified items. The prices listed are estimates only. If sufficient funds are not available, then a further report may be required requesting a funds transfer from the Plant Reserve.

Ongoing Operational and Maintenance Costs Implications Associated with Capital Project

1. Financial Implications – Capital

Procurement will be funded from the Large Plant Replacement Program, from which sufficient funding is available to proceed with the procurement of identified items.

2. Financial Implications – Operational

Aging existing plant places a burden on operational budgets for repair costs and replacement of plant reduces operational expenditure. Funding exists within the Plant and Fleet operational budgets to maintain the new items of plant.

POLICY IMPLICATIONS

The replacement of plant at the optimal time in its whole of life cycle supports the objectives of Council's Work Health Safety Policy.

STATUTORY / LEGISLATIVE IMPLICATIONS

Nil known.

RISK MANAGEMENT IMPLICATIONS

Council should replace large items in a timely manner to reduce ongoing maintenance and repair costs and to ensure a satisfactory trade or resale value is achieved. New and high performing operating plant reduces Work Health Safety risk.



COMMUNITY CONSULTATION / COMMUNICATIONS

Nil known.



6.4 ARTC Interface Agreement 2025

Responsible Officer:	Director - Infrastructure & Property
Author:	Group Manager - Infrastructure & Operations
Community Strategic Plan:	5 - <i>Working Together</i> Our community is involved in decision making and resources are managed to align with the values and priorities.
Delivery Program Goal:	2.1.1 - Provide and maintain safe, cost effective and fit for purpose transport infrastructure.
Operational Plan Action:	1.3.2.1 - Undertake regulatory compliance required by legislation and achieve agreed service levels.
Attachments:	1. ARTC Muswellbrook - Interface Agreement - Combined 2024 IA 25112024 V 11 [6.4.1 - 49 pages]

PURPOSE

To provide for the consideration of the Committee the Interface Agreement (IA) between Muswellbrook Shire Council, Australian Rail Track Corporation Ltd (ARTC), Transport for NSW (TfNSW), and UGL Regional Linx Pty Ltd (UGL RL), and to request the Committee's endorsement of the agreement and recommend to Council approval for the General Manager to sign the Agreement.

OFFICER'S RECOMMENDATION

The Committee recommends Council:

1. Endorses the Rail Road Interface Agreement Applicable to Interfaces on Public Roads and the ARTC Lease Network within the Muswellbrook Shire Council Local Government Area v11.R; and
2. Delegates to the General Manager authority to sign the Agreement.

Moved: _____ **Seconded:** _____

EXECUTIVE SUMMARY

An Interface Agreement (IA) has been prepared for the purpose of formalising the management of public road-rail interfaces within the Muswellbrook Shire Council Local Government Area. The IA documents the responsibilities for maintenance at each site.

The Agreement is between Muswellbrook Shire Council, Australian Rail Track Corporation Ltd (ARTC), Transport for NSW (TfNSW), and UGL Regional Linx Pty Ltd (UGL RL).

The Committee's endorsement of the agreement and recommendation to approve for the General Manager to sign the Agreement is requested. Once executed, the signed document will be forwarded to ARTC for finalisation. This agreement formalises the management of public road-rail interfaces within the Muswellbrook Shire Council Local Government Area.



PREVIOUS RESOLUTIONS

Nil.

BACKGROUND

The Rail Safety National Law (RSNL) requires road managers, such as Councils, and rail infrastructure managers, such as ARTC, to enter into interface agreements to manage risks to safety at road-rail interfaces.

These agreements apply to public roads, bridges, and level crossings, where council-managed road infrastructure intersects with ARTC's rail network.

The 'draft Rail Road Interface Agreement (Version 11, November 2024)' has been prepared collaboratively between ARTC, TfNSW, UGL RL, and Muswellbrook Shire Council. The document is attached to the report.

The agreement sets out:

- roles and responsibilities of each party for managing road and rail interfaces;
- risk management processes consistent with ISO 31000;
- maintenance boundaries at level crossings and bridges;
- emergency response, compliance, and auditing arrangements; and
- a schedule of specific interfaces (railway crossings and bridges) within Muswellbrook Shire Council's defined area.

CONSULTATION

The agreement has been prepared and reviewed in consultation with:

Australian Rail Track Corporation Ltd (ARTC)

Transport for NSW (TfNSW)

UGL Regional Linx Pty Ltd (UGL RL)

Legal Counsel

REPORT

The agreement 'Rail Road Interface Agreement (Version 11, November 2024)' provides a structured approach to managing the risks at interfaces between road and rail within Muswellbrook Shire. The key features include:

Scope:

The Agreement applies to all identified railway crossings and bridges within Muswellbrook Shire (Contained in Appendix 1 of the IA).

Responsibilities:

The Agreement sets out the general and specific responsibilities of each party.

ARTC – Rail infrastructure, active traffic control devices, signalling, and most bridge structures.

TfNSW – State Roads functions under Section 62 of the Roads Act.

Council – Road Manager for non-classified local roads, including responsibility for road surfaces, markings, and drainage outside rail corridors.

UGL RL – Contracted Bridge Structure Manager for specific bridges.

**Risk Management:**

A structured approach is used, consistent with ISO 31000, requiring the development of Interface Safety Management Plans (ISMPs).

Dispute Resolution:

Includes a multi-step process including negotiation, escalation to CEOs, and independent conciliation if required.

Term:

Allows for the agreement to be ongoing, subject to periodic review every five (5) years.

Review & Amendments:

Allows for the Appendices to be amended by written agreement of all parties without altering the base IA.

In terms of the legislative context, the Rail Safety National Law (NSW) No. 82a (2012) requires both road managers and rail infrastructure managers to undertake the following:

- identify and assess, so far as is reasonably practicable (SFAIRP), the safety risks at public road-rail interfaces;
- determine and implement measures to manage those risks; and
- enter into interface agreements to formally record risk management and responsibilities;

Sections 105–111 of the RSNL specify that interface agreements must:

- outline risk management measures;
- assign roles and responsibilities for maintenance and safety; and
- provide mechanisms for monitoring, review, and communication between parties.

The Roads Act 1993 (NSW), Section 62, allows for Transport for NSW (TfNSW) to assume certain Council road management responsibilities on Classified State Roads. This is reflected in the agreement, particularly where State Roads intersect with the rail corridor.

ONRSR Oversight:

The Office of the National Rail Safety Regulator (ONRSR) monitors compliance and may direct road or rail managers to enter into interface agreements if obligations are not met. Non-compliance can result in regulatory action and penalties.

FINANCIAL CONSIDERATIONS**Cost Sharing:**

Each party bears its own costs for participation in meetings, inspections, and general compliance activities.

Maintenance responsibilities are shared according to asset type and location (these are listed in Appendix 2 of the Agreement under Responsibility Matrices).

Council is responsible for local road surfaces, drainage, and secondary traffic control devices.

ARTC manages rail track, active warning devices, and control systems.

TfNSW takes responsibility for State Roads and associated drainage/traffic devices.

**Ongoing Operational and Maintenance Costs Implications Associated with Capital Project*****Financial Implications – Capital, Operational***

Council's obligations are largely consistent with current responsibilities for road assets adjoining rail infrastructure.

Any extraordinary maintenance or upgrade costs will be considered through Council's operational and capital works programs.

POLICY IMPLICATIONS

Supports MSC WHS Policy

STATUTORY / LEGISLATIVE IMPLICATIONS

Council is the Roads Authority for Public Local Roads in the Shire and acts in accordance with the NSW Roads Act 1993.

RISK MANAGEMENT IMPLICATIONS

The Interface Agreement is a written agreement for managing risks to safety in relation to level crossings.

In any agreement, each party has a responsibility to identify and assess risks to safety at the interface, identify measures to manage these risks, and seek to enter into an interface agreement with other relevant parties. Penalties of up to \$50,000 for an individual, or \$500,000 for a body corporate, may apply for parties that fail to comply with these requirements.

COMMUNITY CONSULTATION / COMMUNICATIONS

Not applicable.



25/11/2024

RAIL ROAD INTERFACE AGREEMENT

APPLICABLE TO INTERFACES ON PUBLIC ROADS AND THE ARTC LEASE NETWORK WITHIN MUSWELLBROOK SHIRE COUNCIL LOCAL GOVERNMENT AREA

Between

AUSTRALIAN RAIL TRACK CORPORATION Ltd
(ARTC)
ABN 75 081 455 754

and
MUSWELLBROOK SHIRE COUNCIL
(Council)
ABN 86 864 180 944

and
TRANSPORT FOR NSW
(TfNSW)
ABN 18 804 239 602

and
UGL REGIONAL LINX Pty Ltd
(UGL RL)
ABN 97 646 771 011

Version: **11 Draft**

EXECUTION PAGE

Executed as an AGREEMENT

SIGNED for and on behalf of Australian Rail Track Corporation by a duly authorised officer of the Company:
Signature
Print Name
Date

SIGNED for and on behalf of TfNSW by a duly authorised officer of the Company:
Signature
Print Name
Date

SIGNED for and on behalf of Muswellbrook Shire Council by a duly authorised officer of the Company:
Signature
Print Name
Date

SIGNED for and on behalf of UGL Regional Linx by a duly authorised officer of the Company:
Signature
Print Name
Date

Document Review Date: 5 years from date of execution

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1 DEFINITIONS

For the purpose of this Agreement, the following definitions apply:

1.1 AAWD

- Means Active Advance Warning Device including the Active Advance Warning Assembly specified in AS1742.7 section 2.3.7 together with associated cabling and infrastructure.

1.2 Agreement

- Means this document and its Appendices.

1.3 ALCAM

- Means the Australian Level Crossing Assessment Model used to assist in the identification of hazards, recording of the level of compliance to AS1742.7 – 2016 and the relative ranking of Railway Crossings based on their comparative safety risk.

1.4 Bridge

- Means:
 - (a) a bridge carrying a road over a railway; or
 - (b) a bridge carrying a railway over a road.

The Bridges to which to this Agreement applies are listed in Appendix 1.

1.5 Bridge Structure

- Means all components of a Bridge (apart from any element listed in Appendix 2.2 or 2.3 as a separate item from “Bridge Structure”) including superstructure (plus associated barriers/balustrades), substructure (including footings, piles etc.), deck, approach slabs, and abutments. For crossings comprising large culverts, pipes or similar structures the term “Bridge Structure” refers to the whole of the structure from opening to opening including any headwalls and aprons.

1.6 Bridge Structure Manager

- Means, for any Bridge, the organisation which is listed in Appendix 1.2 as the ‘Bridge Structure Manager’.

1.7 Classified Road

- Has the meaning given in the Roads Act.

1.8 Danger Zone

- All space within 3m horizontally from the nearest rail at an Interface and any distance above or below this 3m.

1.9 Incident

- Means a “Notifiable Occurrence” as that term is defined in section 4 of the Rail Safety Law.

1.10 Interface

- Means a Railway Crossing or Bridge identified in Appendix 1.

1.11 Interface Agreement

- Has the meaning given in the Rail Safety Law.

1.12 Interface Parties

- Means those Parties who are identified in Appendix 2 as having responsibility for an Interface as described in Appendix 2.

1.13 Interface Safety Management Plan or ISMP

- Means a document for an Interface completed and signed by the applicable Interface Parties in accordance with clause 4.4 using the headings and format set out in Appendix 5.

1.14 Lease Network

- Portion of the NSW rail network leased by ARTC from the NSW Government comprising the defined interstate rail network (DIRN), the Hunter Valley Coal Rail Network and Intrastate Network but excluding the Sydney Freight Network. The Lease Network is identified in Appendix 1.3 as “ARTC Leased Network”.

1.15 Maintenance Boundaries

- Has the meaning given to it in Appendix 2.

1.16 Parties

- Means those organisations who are signatories to this Agreement.

1.17 Primary Traffic Control Device

- Means any of the following devices: RX1, RX2, RX5 as defined in AS 1742 Manual of Uniform Traffic Control Devices Part 7: Railway Crossings.

1.18 Public Road

- Has the meaning given in the Roads Act, but does not include a Crown road. (Crown road also has the meaning given in the Roads Act.)

1.19 Rail Infrastructure

- Has the meaning given in the Rail Safety Law.

1.20 Rail Infrastructure Manager

- Has the meaning given in the Rail Safety Law.

1.21 Rail or Road Crossing

- Has the meaning given in the Rail Safety Law.

1.22 Rail Safety Law

- Means the relevant State legislation dealing with rail safety and accreditation, currently the *Rail Safety National Law (NSW) No 82a* as applied by the *Rail Safety (Adoption of National Law) Act 2012* (NSW).

1.23 Railway

- Has the meaning given in the Rail Safety Law.

1.24 Railway Crossing

Has the meaning given to the term 'rail or road crossing' in the Rail Safety Law.

The Railway Crossings to which this Agreement applies are listed in Appendix 1.

1.25 Railway Operations

- Has the meaning given in the Rail Safety Law.

1.26 RICU

- Means Rail Interface Control Unit. Normally associated with either an AAWD or synchronised traffic lights.
- Refers to the Interface point where rail signalling infrastructure (normally wiring) terminates and Road traffic signalling infrastructure (normally wiring) commences.

1.27 Road

- Has the meaning given in the Roads Act.

1.28 Road Infrastructure

- Has the meaning given in the Rail Safety Law.

1.29 Road Manager

- Has the meaning given in the Rail Safety Law.

1.30 Roads Act

- Means the *Roads Act 1993* (NSW) as amended, re-enacted or replaced and includes any subordinate legislation issued under it.

1.31 Roads Authority

- Has the meaning given in the Roads Act.

1.32 State Road

- Means a Classified Road classed as a State Road by TfNSW for administrative purposes. The State Roads to which this Agreement applies are identified in Appendix 1.

1.33 Secondary Traffic Control Device

- Means all traffic control devices (not being Primary Traffic Control Devices) as specified in AS 1742 Manual of Uniform Traffic Control Devices Part 7: Railway Crossings and includes both active and passive advance warning signs and any other traffic control device that guides, warns or regulates traffic with respect to the Railway Crossing.

1.34 Shared Corridor

- Means that part of the ARTC rail network which comprises both ARTC managed track (as Rail Infrastructure Manager) and track managed by another Rail Infrastructure Manager.

1.35 SFAIRP

- Means 'so far as is reasonably practicable' as the term is used in Division 1 of Part 3 of the Rail Safety Law.

1.36 User

- Means a person who traverses the Interface along the designated Road whether on foot, in a vehicle or otherwise and includes persons driving stock or riding animals.

1.37 YBM

- Means Yellow Box Marking specified in AS1742.7 section 3.6 as Box Marking and coloured Yellow.
- Used to discourage traffic from queuing on a crossing.

A reference in this Agreement to an **Appendix** means the Appendix as amended in accordance with clause 4.11. At any point in time, Appendix refers to the version of the Appendix that is current at that time.

2 BACKGROUND & PURPOSE**2.1 General**

ARTC's rail infrastructure and its interaction with other organisations is quite complex in NSW.

From an Interface Agreement (**IA**) perspective ARTC's network of rail infrastructure in NSW includes:

- Sydney Freight Network (referred to as the “SFN”)
 - Formerly the Southern Sydney Freight Line (SSFL) and Metropolitan Freight Network (MFN) – effectively Macarthur to Port Botany; and
- Non-Sydney Freight Network (referred to as the “Lease Network” elsewhere in this document);
 - Comprised of the Defined Interstate Rail Network (DIRN), Hunter Valley Coal Network and Intrastate Network.

This distinction is necessary as there are a number of network specific stakeholders and arrangements (including shared rail corridors) which require further explanation. Following is an overview of the various stakeholders and arrangements.

Purpose

This Agreement delineates the responsibilities of each Party and provides a documented process for the identification and management of any issues associated with the road rail interface or any activities arising from their respective operations.

This Agreement clearly establishes responsibilities and obligations for the identification and assessment of risks to safety that may arise from road and rail interfaces, the railway operations carried out by the parties at the identified interfaces.

This Agreement provides determination as to which party agrees to accept responsibility for each identified interface or activity, including systems for the exchange of safety critical information, and procedures for assessing and monitoring the compatibility of engineering and operational requirements.

Scope

This Agreement applies to the interfaces described in Appendix 1. Responsibility for the maintenance responsibility at interfaces is detailed in Appendix 2 of this Agreement.

The Parties may amend Appendix 1, Appendix 2 and Appendix 3 at any time by written agreement between the Parties.

The Parties will apply a Risk Management process consistent with ISO 31000, to identify, assess and manage, so far as reasonably practicable, risks to safety in relation to the interface as described in Appendix 1 of this Agreement.

Each party will maintain a register of Interface Agreements and record this Agreement in that party's register of Interface Agreements.

This Agreement does not affect or derogate from the Parties' rights and obligations, functions and powers under any Act.

2.1.1 Sydney Freight Network

Not Used

2.1.2 Lease Network

At the date of this Agreement and with respect to the Lease Network:

- ARTC is the Rail Infrastructure Manager for the Railway Crossings and Bridges which form part of an interface on ARTC only rail corridors as detailed in Appendix 1.3;

- ARTC are joint Rail Infrastructure Managers for the Railway Crossings and Bridges which form part of an interface on a Shared Corridor;
- The Bridge Structure Manager is site specific and is dependent on the location and type of bridge and can be ARTC, Sydney Trains, Council or TfNSW. Where Sydney Trains is the Bridge Structure Manager they will not be a Party to this IA but will be covered under a separate IA between ARTC and Sydney Trains solely for the bridge structure.
- Council is the Road Manager for all Railway Crossings and Bridges listed in Appendix 1, to the extent that they are within its area boundaries.
- In respect of those Railway Crossings and Bridges identified as State Roads, TfNSW is exercising functions of the Council to the extent that the council (by virtue of the fact that it is a Roads Authority) is also a Road Manager with functions conferred by section 107(2) of the Rail Safety Law. The extent of those functions is identified in Appendix 2 and in any applicable Interface Safety Management Plan (Clause 2.3 also refers); and
- ARTC is the Bridge Structure Manager for most rail over road bridges on the Lease Network. There is a small number of rail over road bridges where the Road Manager is the Bridge Structure Manager under licence arrangements;
- UGL RL is the Bridge Structure Manager for the bridges identified as being 'UGLRL Maintain and Inspect Structures' in the column marked 'Comments' in Appendix 1.2.
- Council is the Road Manager for all Railway Crossings and Bridges listed in Appendix 1, to the extent that they are within its local government area boundaries and not otherwise exercised by TfNSW.
- In respect of those Railway Crossings and Bridges in Appendix 1 that are identified as State Roads, TfNSW exercises functions as a Roads Manager under section 107(2) of the Rail Safety Law to the extent that TfNSW is responsible for those functions in accordance with Appendix 2 and any applicable Interface Safety Management Plan (Clause 2.3 also refers); and
- The above responsibilities are reflected as appropriate to each interface in Appendix 1.

2.1.3 Rail Safety National Law

Part 3, Division 6, Subdivision 2 of the Rail Safety Law requires the Rail Infrastructure Manager(s) and Road Manager(s) to:

- in the case of Rail Infrastructure Managers, identify and assess, SFAIRP, risks to safety that may arise from Railway Operations carried out on or in relation to its Rail Infrastructure because of, or partly because of:
 - the existence of Road Infrastructure of a prescribed Public Road; or
 - the existence or use of any Rail or Road Crossing that is part of the Road Infrastructure of a Public Road;
- in the case of Road Managers of a public road, identify and assess, SFAIRP, risks to safety that may arise from the existence or use of any Rail or Road Crossing that is part of the Road Infrastructure of a Public Road because of, or partly because of:
 - the existence of Road Infrastructure of a prescribed Public Road; or
 - the existence or use of any Rail or Road Crossing that is part of the Road Infrastructure of a Public Road;
- determine measures to manage, SFAIRP, those risks; and

- for the purpose of managing those risks, seek to enter into an Interface Agreement with the Rail Infrastructure Manager of the Rail Infrastructure.

The Parties have sought to enter into this Agreement in order to comply with their obligations under Part 3 Division 6, Subdivision 2 of the Rail Safety Law in respect of Public Roads.

The Parties recognise the need for an open and collaborative approach to identifying, assessing and managing risks to safety SFAIRP at the Interfaces and have committed to fully co-operate in all aspects of that task.

This Agreement –

- Applies to the Interfaces to be managed as described in Appendix 1;
- Defines the responsibilities of the Parties relating to those Interfaces described in Appendix 1;
- Provides guidance in Appendix 2 regarding the Maintenance Boundaries between the Parties;
- Sets out the agreed framework within which the Parties will give effect to their commitment to co-operative management of safety risks arising from Interfaces; and
- Provides the mechanism to manage risks SFAIRP for the safe operation of rail movements and Road movements at an Interface.

2.2 Contractual Arrangements for Rail Infrastructure Manager and Bridge Structure Manager

ARTC is the Rail Infrastructure Manager for its Lease Network.

UGL RL is the contracted Bridge Structure Manager for the bridges identified as being 'UGLRL Maintain and Inspect Structures' in the column marked 'Comments' in Appendix 1.2.

2.3 Section 62 of the Roads Act

This Agreement is applicable only to Interfaces on the Public Roads identified in Appendix 1.2 and 1.3.

Section 62 of the Roads Act provides that TfNSW and a Roads Authority may enter into an agreement under which some or all of the functions of the Roads Authority with respect to a Classified Road become, to the extent provided by the agreement, the responsibility of TfNSW.

Where a specified Public Road which forms part of an Interface is also both a Classified Road and State Road (as identified in Appendix 1), TfNSW and Council, by entry into this Agreement, enter into an agreement pursuant to Section 62 of the Roads Act whereby TfNSW has assumed the responsibility for the functions of the Council as a Road Manager with functions conferred by section 107(2) of the Rail Safety Law in respect of that Public Road to the extent of the responsibilities allocated to TfNSW in:

- Appendix 2; or
- where an Interface Safety Management Plan is in place in respect of the relevant Interface, that Interface Safety Management Plan.

TfNSW and the Council agree that:

- nothing in this Agreement is intended to modify, terminate or otherwise limit any other agreement or arrangement (**Existing Arrangement**) entered into by them (whether pursuant to section 62 of the Roads Act

- or otherwise) in respect of any Classified Road which forms part of an Interface;
- if any such Existing Arrangement is inconsistent with the requirements of:
 - the Rail Safety Law;
 - this Agreement; or
 - an Interface Safety Management Plan,
 TfNSW will determine what action is required to achieve consistency.
- If TfNSW determines that an adjustment to the Existing Arrangement is required, the adjustment will be effected in a manner consistent with the Roads Act and agreed by TfNSW and the Council. In any other case, the required change will be effected by agreement between the Parties.

At some Interfaces, the Interface may form the boundary between the Council's area and the area for which another council is responsible. In these cases, the allocation of responsibility as between the Parties is as identified in Appendix 1 but, in addition, the Interface Parties will seek to enter into a separate Interface Agreement with the other council and/or to develop an Interface Safety Management Plan that includes the other council.

2.4 Licensed Crossings

This Agreement does not replace nor over-ride any conditions as set out in any licences, agreements and other arrangements relating to an Interface but is, as applicable, to be read in conjunction with such licences, agreements and other arrangements. Details of any licences, agreements and other arrangements relating to an Interface will be set out in the Interface Safety Management Plan.

2.5 Term of this Agreement

- 2.5.1 This Agreement commences on the date this Agreement is executed by all Parties and continues unless terminated by a Party to this Agreement.
- 2.5.2 A Party may terminate this Agreement by giving the other Parties no less than three months' written notice of such termination.
- 2.5.3 Subject to clause 2.5.4, if written notice of termination of this Agreement is provided in accordance with clause 2.5.2, the Parties agree to negotiate in good faith to enter into a replacement Interface Agreement prior to the expiry date of this Agreement.
- 2.5.4 A replacement Interface Agreement is not required to be entered into in respect of an Interface which is permanently closed.
- 2.5.5 An amendment to Appendix 1 of the Agreement is required to be made in accordance with clause 4.11 when a change or variation to an Interface is identified.

2.6 Risk Management Process

The risk assessment and management process for each Party will:

- establish the context;
- identify and assess, SFAIRP, risks applicable to each Interface;
- determine measures to manage, SFAIRP, risks applicable to each Interface;
- take into account the maintenance responsibilities in accordance with Appendix 2;

- SFAIRP, establish timeframes for the implementation of measures to manage risks;
- implement measures to manage risks;
- review, monitor, evaluate, test and (where appropriate) modify measures to manage risks; and
- communicate and consult throughout the process.

2.7 Civil Liability Act 2002

This Agreement does not affect or derogate from the Parties' rights and obligations under the *Civil Liability Act 2002* (NSW) or their functions and powers under any other Act.

3 REFERENCES

- *Rail Safety National Law* (NSW) No 82a applied by the *NSW Rail Safety (Adoption of National Law) Act 2012*
- *Rail Safety National Law National Regulations 2012* (NSW) and *Rail Safety (Adoption of National Law) Regulation 2012*
- AS1742.7 2016 *Australian Standard Manual of Uniform Traffic Control Devices – Railway Crossings*
- AS1742.2 2022 *Australian Standard Manual of Uniform Traffic Control Devices – Traffic Control Devices for General Use*
- AS/NZS ISO 31000:2018 – *Risk Management – Principles and guidelines*
- RSK-PR-001 – ARTC Risk Management Procedure and Work Instructions
- *Roads Act 1993* (NSW)
- *Road Transport Act 2013* (NSW)
- *Work Health and Safety Act 2011* (NSW)
- *Environmental Planning and Assessment Act 1979* (NSW)
- *Environment Protection and Biodiversity Conservation Act 1999* (Cth)
- TfNSW document “Arrangements with Councils”
- TfNSW document “Traffic Control at Worksites”
- TfNSW documents ‘Railway crossing safety series 2011’
- UGLRL Enterprise Risk Management System

4 GENERAL REQUIREMENTS

4.1 Functional Areas Involved for Each Party

The functional areas involved for a Party at an Interface include, as may be applicable, infrastructure maintenance, and rail traffic management and road traffic management

4.2 Asset life cycle

This Agreement covers all life cycle aspects of the Interface including design, installation, operation, monitoring, maintenance, modification, replacement, decommission and disposal.

4.3 Location of Interfaces and Updating of Interface Information

The Interfaces to which this Agreement applies are the Railway Crossings and Bridges identified in Appendix 1.

4.4 Risk Management

Without limitation, the Interface Parties must, as soon as reasonably practicable, prepare and sign an Interface Safety Management Plan for each Interface to document:

- the identified risks to safety;

- measures to manage safety risks;
- the Interface Party responsible for implementation, maintenance, evaluation, testing and (where appropriate) modification of each of the risk management measures; and
- SFAIRP, the timetable for implementation of risk management measures.

Each Interface Party will record the Interface Safety Management Plan in its register with the agreed unique identifier identified in Appendix 1 for that Interface.

Appendix 2 sets out a guideline about general maintenance responsibilities at an Interface. It is designed as a reference point to help the Parties determine and allocate responsibility for implementation and maintenance of risk management measures for an Interface. However, Appendix 2 is subject to any Interface Safety Management Plan in respect of the Interface. Where there is an inconsistency between Appendix 2 and an Interface Safety Management Plan, the Interface Safety Management Plan will prevail to the extent of the inconsistency.

The Interface Parties acknowledge and agree that each signed Interface Safety Management Plan documents the results of the risk assessments in relation to an Interface carried out, or adopted, by the Interface Parties.

The Parties have agreed that the Interface Party set out in an Interface Safety Management Plan under the heading "Party responsible for implementing and maintaining measure" is responsible for:

- Implementing, maintaining and monitoring performance of each risk management measure allocated to it in the Interface Safety Management Plan to the extent that it owns or controls the infrastructure, equipment, personnel or system required to implement the risk management measure; and
- Evaluating, testing and (where appropriate) modifying the operation of each risk management measure allocated to it in the Interface Safety Management Plan, whether or not in response to performance information, provided that any modification is mutually agreeable.

Although it is preferable for the purposes of preparing an Interface Safety Management Plan to jointly identify and assess risks, identification and assessment of risks may be undertaken independently by each Interface Party or one Interface Party may adopt the identification and assessment of risks by another Interface Party (under the terms of section 109(c) of the Rail Safety Law).

4.5 Management of Infrastructure

4.5.1 Condition Monitoring and Maintenance

General guidelines about responsibilities for the management and maintenance of infrastructure at each Interface are set out in Appendix 2. Specific responsibilities, where there is a variation to the general responsibilities or a unique infrastructure exists at an Interface, are specified in the relevant Interface Safety Management Plan.

The Parties shall:

- establish and maintain systems to monitor the condition of their respective infrastructure for the purpose of promptly identifying operational and maintenance requirements at the Interfaces;

- engage in cooperative arrangements to review the Interfaces on a periodic basis;
- perform maintenance to required standards based on any applicable risk assessment;
- consult with each other in relation to and freely share information relevant to the Interface and Interface management; and
- jointly assess any requirement for treatment of the Interface.

In addition the Parties shall have in place risk management procedures that will manage risks to all stakeholders including Road and Rail Users during maintenance activities.

4.5.2 Notification of Maintenance

Before a Party commences any routine maintenance or minor change to infrastructure or services at the Interface which is likely to affect another Party or the safe operation of the Interface, they shall provide advance notice of the date and times the work is to occur and liaise with each other Party to minimise any adverse impacts.

The amount of notice required will vary depending on the nature of the work and it is not intended to be prescriptive in this Agreement but rather to rely on organisational expertise and judgement to be used.

4.5.3 Requirements Relating to Maintenance Works

The Parties agree to the following:

- When carrying out any maintenance works at or affecting an Interface, the Party or Parties carrying out such maintenance work shall ensure that the maintenance work is carried out in accordance with all applicable legislation.
- If a Party carries out maintenance work outside the area of its maintenance responsibility as identified in Appendix 2, it will comply with the applicable requirements of the Party who has maintenance responsibility for the area in relation to that work.
- To the extent a Party will carry out work in the Danger Zone it must do so in accordance with Appendix 3.

4.5.4 Modification of Traffic Control Devices

Traffic control devices including Primary and Secondary Traffic Control Devices can only be installed modified or removed by a Party under conditions set out in the Road Transport Act 2013 and TfNSW's Delegations to Councils Regulation of Traffic delegation. Modification of traffic control devices is considered a major change to infrastructure and is covered under clause 4.5.6 of this Agreement.

4.5.5 Emergency works by the Parties

The Parties will work cooperatively to minimise response times where emergency works are required to be undertaken at an Interface. Contact details of the applicable emergency contact personnel for each Party is to be maintained by the respective Parties in Appendix 4.

4.5.6 Major changes to infrastructure at or affecting an Interface

The Party initiating plans for design, construction, commissioning or decommissioning of an Interface, or major works that may affect an Interface (**Initiating Party**), will provide the other Parties with reasonable prior notice in writing of the proposal before undertaking those works that may affect an Interface.

The Initiating Party will consult with the other Parties in relation to the Interface to:

- work collaboratively on applicable solutions;
- reach a mutually agreed solution including cost allocation;
- use relevant design standards;
- carry out a risk analysis of appropriate stakeholders and provide results as necessary. Risk assessment is to include identification of adverse impacts of the proposed change on other Party's infrastructure and services at the Interface and proposed remedial action. Details of the risk assessment are to be noted in the relevant Interface Safety Management Plan;
- complete planning and design processes, including necessary approvals and stakeholder consultation;
- ensure designs meet reasonable requirements for economy of construction and maintenance;
- inspect (by the Party undertaking the works) all infrastructure and services at the Interface before changes are commissioned for use; and

The Parties agree that the costs associated with attending meetings are borne by each Party.

4.5.7 Material Changes to Usage of the Interface

Each Party will keep the other Parties informed of material changes to the usage of an Interface of which they are aware. These changes may arise from things such as higher speed rail traffic, increased volume of rail traffic or increased volume of Road traffic or change of Road vehicle type. If the Parties identify a new risk, the Parties must, as appropriate to manage the risk, amend the relevant Interface Safety Management Plan.

4.5.8 Oversize and Overmass Vehicles

At a particular Interface, a relevant Party may need to arrange the temporary use of the Interface by oversize and/or overmass vehicles to recognise the additional load or size and any potential effect of those factors on the Interface.

TfNSW / NHVR operates a permit system for these vehicle types but it is also recognised that Council(s) may have the facility to issue permits for local Roads.

4.5.9 Emergency Management

Incident management

Each Party shall manage emergencies / Incidents wholly within its area of responsibility in accordance with that Party's Incident Management Plan.

Incidents affecting both Rail Infrastructure and Road related infrastructure across the Interface should be managed jointly and

cooperatively by the Parties in accordance with incident management processes to be agreed between the Parties.

If an Incident site is under the control of Emergency Services, the Incident Manager of each Party will act as the liaison with the Emergency Services, for their respective organisation.

Each Party will provide suitably qualified and competent representatives to attend and participate in incident investigations, whenever the employees and/or resources of all Parties are involved.

All Parties recognise that the timely exchange of relevant information and clarity of communication, are key aspects of the management of safety.

Where appropriate, joint investigations will be held.

Statutory reporting remains the responsibility of each Party as per their own Accreditations.

The Parties recognise that:

- Emergencies / Incidents which fall into the NSW Emergency Management Arrangements definition of an "Emergency" would involve management of the emergency by a "Combat Agency". In these situations the activities of the Parties would be controlled by the Combat Agency.
- in the case of Incidents involving serious injury or death, the activities of the Parties may come under the control of another organisation such as the NSW Police.

4.5.10 Regulatory reporting

The Rail Infrastructure Manager shall report all Incidents to the Regulator, under Rail Safety Law, in accordance with its accreditation and the Rail Safety Law.

4.5.11 Preservation of evidence

Unless required by law or to ensure safety, the Parties shall not engage in any conduct that is likely to prejudice an investigation into an Incident and reserve the right to undertake timely inspection of any rail or Road Infrastructure, rolling stock or other property of the respective Parties damaged as a result of an Incident.

4.6 Dispute Resolution

The Parties agree that any dispute arising out of the interpretation of this Agreement, or as to whether any Party has failed to satisfy any of its obligations under this Agreement, will be dealt with as follows:

- Firstly, the Party claiming that there is a dispute will send to the other Party's representative a notice setting out the nature of the dispute. The other Party has 10 working days of receipt of the notice of dispute to provide a written response.
- Secondly, failing resolution, the representatives will try to resolve the dispute by direct negotiation, including by referring the matter to persons who may have authority to intervene and direct some form of resolution.

Unless otherwise agreed, the Parties have 10 working days to endeavour to resolve the dispute by direct negotiation.

- Thirdly, if there is no resolution or agreement following 10 working days of direct negotiation between the relevant Parties, the dispute will be referred to the respective chief executive officer or delegate of each relevant Party for resolution.
- Fourthly, if the chief executive officers or equivalent fail to reach agreement within 1 calendar month of a dispute being referred to the chief executive officers or equivalent, the matter shall be referred for conciliation to the Institute of Arbitrators and Mediators Australia for resolution.

Notwithstanding any dispute between the Parties, the Parties will continue to perform their obligations under this Agreement.

4.7 Change in Party

In the event of a change such that one of the Parties is no longer the Rail Infrastructure Manager, Bridge Structure Manager or Road Manager at, or that a section 62 agreement as contemplated by clause 2.3 of this Agreement no longer applies in respect of a Classified Road which forms part of, an Interface or Interfaces, the outgoing Party shall use best endeavours to ensure that the relevant organisation to replace the Party will enter into an agreement in terms substantially the same as the terms of this Agreement, and shall notify the other Parties in writing 3 months in advance of such a change occurring.

However, in cases where an Interface changes from a Public Road crossing to a private road crossing (to which section 108 of the Rail Safety Law applies), the Interface shall be removed from the Schedule of Interfaces and, as may be applicable under the Rail Safety Law, a separate Interface Agreement negotiated by the Rail Infrastructure Manager with the relevant Road Manager of the private road.

4.8 Contact Information

Contact Details for each Party as identified in Appendix 4 are to be used in emergency situations or during normal course of business. All Parties agree to regularly update Appendix 4 as changes occur.

Updating of Appendix 4 can be carried out at any time by any Party for its own organisation without requiring approval from the other Parties.

Changes are to be reflected in the Contact Details Document Control page of this Agreement which can be found in Appendix 4.1.

The Party amending its contact details shall forward to the other Parties' Compliance Officers updated copies of Appendices 4.1 and 4.2.

4.9 Standards

Through consultation, the Parties are committed to ensuring that appropriate safety, operational and engineering standards are applied across the Interface to allow a smooth transition at the Interface for Road and rail Users.

All Parties are committed to ensuring that any works carried out meet the current standards of the organisations affected.

4.10 Review of this Agreement

The review period for this Agreement shall be nominally 5 years or at other times agreed by the Parties.

4.11 Amendments to Appendices

The Parties may, without formal amendment to this Agreement, amend the Appendices from time to time by written agreement between them. An updated Appendix becomes effective when it is dated and signed by all parties. This clause does not limit clause 4.8.

4.12 Safe Access by other Parties

The Parties agree that each Party may make use of third parties under contract or otherwise, to deliver any aspect of its operational or infrastructure obligations at or affecting the Interface.

The Parties shall liaise to ensure that any third party introduced at the Interface is fully informed as to the requirements of the locality including any required accreditation, documentation (including this Agreement), training, site induction or similar provision.

5 COMPLIANCE AND AUDITING

5.1 Responsibility for Monitoring Compliance

The Parties agree to be jointly responsible for monitoring compliance with this Agreement.

Each Party will report instances of non-compliance with this Agreement to each other Party as soon as reasonably practicable. These instances will be dealt with in accordance with each Party's internal procedures.

Where corrective actions are identified and agreed by the Parties, they will be implemented to avoid re-occurrence of any non-compliance with this Agreement.

A Party may, at its own cost and upon giving reasonable written notice to the other Party, undertake an independent audit of another Party's records relevant to an Interface for compliance with this Agreement, and must provide the other Party with a copy of the final audit report. The Parties agree to cooperate with each other in the conduct of such audits.

5.2 Reporting Instances of Non Compliance

The Parties to this Agreement will nominate a representative as their Compliance Officer.

The duty of the Compliance Officer is to liaise between the Parties in relation to issues impacting on the compliance of the Parties to the terms of this Agreement. The Compliance Officer is not responsible for compliance to engineering standards.

Instances of non-compliance shall be brought to the attention of the relevant Compliance Officers of each Party to be dealt with in accordance with their internal procedures.

5.3 Safety Auditing Compliance

Should a Party discover a defect in another Party's infrastructure, the Party making the discovery will share the relevant details with the other Party.

Each Party will facilitate any safety audit required by a regulatory authority and provide the reporting authority with information that it requests for that purpose.

5.4 Review of Compliance Requirements

Review of compliance requirements shall be conducted in association with review of the entire Agreement under clause 4.10.

5.5 Reciprocal Inspections and Audits

In the event the Parties agree that there is an issue adversely affecting safety regarding the Interface, or if required by law or organisational procedures, the Parties shall allow relevant reciprocal inspections to be undertaken if it is reasonably practicable to facilitate remedial action. Each Party will bear its own costs in respect of such inspections.

APPENDIX 1 – SCHEDULE OF INTERFACES**Appendix 1.1 Railway Crossings**

Unique Identifier (LXM ID)	Rail Infrastructure Manager (RIM)	ARTC Region	Rail Network	Rail Line	Rail km	Locality	Road Name	Road Manager(s)	Road Manager Identifier	Classification under Roads Act and RMS Administrative Classification	Comments
449	ARTC	Hunter Valley	Lease	Main North	281.273	Grasstree	Off Muscle Creek Road	Muswellbrook Shire Council			
1502	ARTC	Hunter Valley	Lease	Main North	289.139	Muswellbrook	William Street pedestrian	Muswellbrook Shire Council			
450	ARTC	Hunter Valley	Lease	Main North	289.380	Muswellbrook	Brook Street including 2 pedestrian LX	Muswellbrook Shire Council			
1503	ARTC	Hunter Valley	Lease	Main North	289.943	Muswellbrook	Wilkins Street pedestrian	Muswellbrook Shire Council			
451	ARTC	Hunter Valley	Lease	Main North	292.257	Muswellbrook	Limestone Road / Sandy Creek Road	Muswellbrook Shire Council			
1281	ARTC	Hunter Valley	Lease	Ulan	303.367	Roxburgh	Craig End Access (Roxburgh Rd)	Muswellbrook Shire Council			
1282	ARTC	Hunter Valley	Lease	Ulan	306.491	Mangoola	Mangoola Road	Muswellbrook Shire Council			Rail Agreement A1934.21 with Muswellbrook Shire Council
1283	ARTC	Hunter Valley	Lease	Ulan	308.744	Mangoola	Mangoola Road	Muswellbrook Shire Council			
1284	ARTC	Hunter Valley	Lease	Ulan	310.639	Mangoola	Mangoola Road	Muswellbrook Shire Council			
1285	ARTC	Hunter Valley	Lease	Ulan	312.243	Denman	Golden Highway / Sandy Hollow Road	TfNSW / Muswellbrook Shire Council	27	Classified State	

Appendix 1.1 – Schedule of Interfaces (Railway Crossings) Version Control

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1286	ARTC	Hunter Valley	Lease	Ulan	313.452	Denman	Kenilworth Street	Muswellbrook Shire Council			
1287	ARTC	Hunter Valley	Lease	Ulan	314.441	Denman	Ogilvie Street including 2 pedestrian LX	Muswellbrook Shire Council			
1288	ARTC	Hunter Valley	Lease	Ulan	315.240	Denman	Rosemount Road	Muswellbrook Shire Council			
1289	ARTC	Hunter Valley	Lease	Ulan	325.009	Denman	Public Road Off Rosemount Road	Muswellbrook Shire Council			Rail Agreement A1942.08 with Muswellbrook Shire Council. Council records may show this crossing at the 324.919km.
1290	ARTC	Hunter Valley	Lease	Ulan	331.252	Sandy Hollow	Rylstone Road / Bylong Valley Way	Muswellbrook Shire Council			
1291	ARTC	Hunter Valley	Lease	Ulan	331.922	Sandy Hollow	Goulburn Drive	Muswellbrook Shire Council			Rail Agreement A1961.72 with Muswellbrook Shire Council
1292	ARTC	Hunter Valley	Lease	Ulan	332.654	Sandy Hollow	Goulburn Drive	Muswellbrook Shire Council			

Appendix 1.1 – Schedule of Interfaces (Railway Crossings) Version Control

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Version. Issue date: Signed to confirm:

ARTC Council TfNSW UGL RL

Appendix 1.2 Bridges

Unique Identifier (Bridge Number)	Bridge Type (Road over Rail or Rail over Road or Footbridge or Subway)	Bridge Structure Manager (BSM)	Rail Infrastructure Manager (RIM)	ARTC Region	Rail Network	Rail Line	Rail km	Locality	Road Name	Road Manager (s)	Road Manager Identifier	Road Classification under Roads Act and RMS Administrative Classification	Comments
112910	Rail over Road	ARTC	ARTC	Hunter Valley	Lease	Main North	270.289	DRAYTON JCT	Hebden Rd	Muswellbrook Shire Council			
OBN00283A	Road over Rail	UGL RL	ARTC	Hunter Valley	Lease	Main North	283.486	ST HELIERS	Muscle Creek Rd	Muswellbrook Shire Council			UGL RL Maintain & Inspect Structure
OBN00288A	Road over Rail	UGL RL	ARTC	Hunter Valley	Lease	Main North	288.153	MUSWELLBROOK	Bell St	TfNSW / Muswellbrook Shire Council			UGL RL Maintain & Inspect Structure
228301	Pedestrian Footbridge	ARTC	ARTC	Hunter Valley	Lease	Main North	288.168	MUSWELLBROOK	Muswellbrook Yd Footbridge	Muswellbrook Shire Council			
112944	Rail over Road	ARTC	ARTC	Hunter Valley	Lease	Main North	289.017	MUSWELLBROOK	New England Hwy (Bridge St)	TfNSW / Muswellbrook Shire Council	B1347	Classified State	
OBN00290A	Road over Rail	UGL RL	ARTC	Hunter Valley	Lease	Main North	290.406	MUSWELLBROOK	New England Hwy	TfNSW / Muswellbrook Shire Council	B1348	Classified State	UGL RL Maintain & Inspect Structure
701406	Rail over Road	ARTC	ARTC	Hunter Valley	Lease	Ulan	289.009	MUSWELLBROOK	New England Hwy (Bridge St)	TfNSW / Muswellbrook Shire Council	B1346	Classified State	
228337	Road over Rail	ARTC	ARTC	Hunter Valley	Lease	Ulan	296.378	MANGOOLA	Bengalla Rd (Mangoola Mine)	Muswellbrook Shire Council			

Appendix 1.2 – Schedule of Interfaces (Bridges) Version Control

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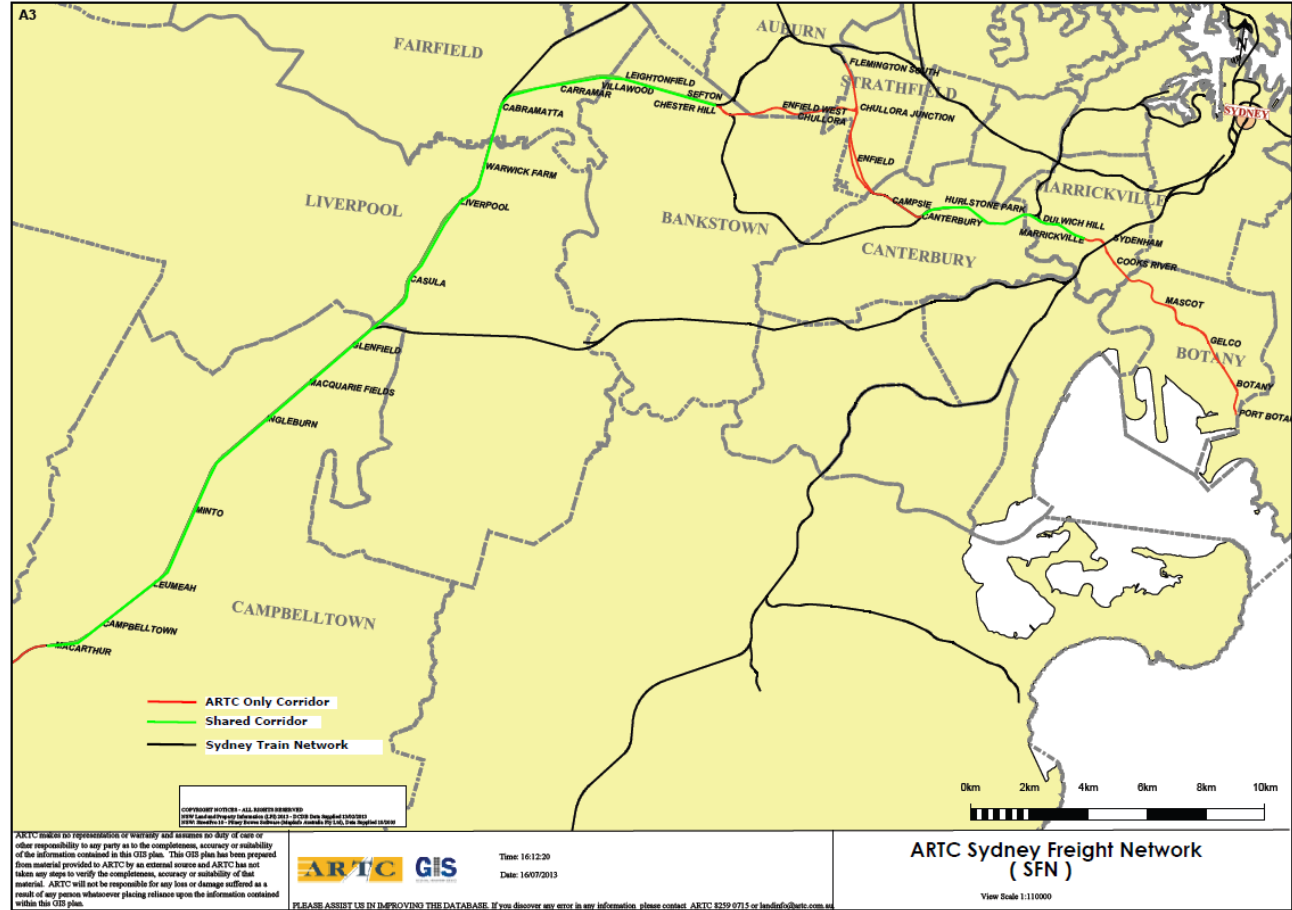
Appendix 1.3 Rail Networks



Appendix 1.3 – Schedule of Interfaces (Rail Networks) Version Control

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Version.		Issue date:		Signed to confirm:	
				ARTC	
				Council	
				TfNSW	
				UGL RL	

APPENDIX 2 – GUIDELINE ABOUT MAINTENANCE RESPONSIBILITIES AT INTERFACES

Appendix 2.1 Responsibility Matrix: Railway Crossings

In the context of this table, Maintenance Boundaries means the drawing of 2 lines, each of which is 1 metre on the outside of the head of the outermost rail which forms part of an Interface.

The below table sets out a guideline about maintenance responsibilities at an Interface which is a Railway Crossing. It is a guideline only, and the provisions of the applicable Interface Safety Management Plan will prevail, to the extent of any inconsistency.

NOTES:

- Works within the rail Danger Zone, or that may affect road traffic safety, will be carried out in accordance with Appendix 3.
- Railway Crossings include those provided for pedestrian/cyclist access.
- “Other Roads” means the Roads listed in Appendix 1 that are not identified as “Classified State” (s1.32)..

Item No	Element	Responsibility	Comments
1	Road surface between Maintenance Boundaries	ARTC	See introductory paragraph above for ‘maintenance boundary’. Includes pedestrian/cyclist facilities.
2	Road markings	TfNSW - State Roads Council – Other Roads	
3	Road surface outside of Maintenance Boundary	TfNSW - State Roads Council – Other Roads	
4	Pedestrian/cyclist path outside of Maintenance Boundary	Council (all public roads)	
5	Rail infrastructure at Interface	ARTC	Includes, but is not limited to the railway line, signalling, and control mechanisms.
6	Surface drainage of carriageway between the invert of gutters or table drains, and drainage structures along Road reserve to rail corridor land boundary	TfNSW – State Roads Council – Other Roads and areas outside TfNSW responsibility	Each of TfNSW and Council needs to take responsibility for damage due to their incorrectly mitigated drainage flows which damage another Parties infrastructure e.g. scouring.
7	Surface drainage along and in the rail corridor excluding structures i.e. open drains only.	ARTC	

Appendix 2.1 – Responsibility Matrix: Railway Crossings Version Control

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					ARTC	Council	TfNSW	UGL RL

Item No	Element	Responsibility	Comments
8	Drainage structure (pipe/culvert etc) under the rail track(s)	ARTC	Subject to Item 25.
9	Drainage structure (pipe/culvert etc) under Road within the rail corridor - for drainage structures with a main purpose of providing cess drainage	ARTC	Responsibility needs to be in alignment with the purpose for which the structure was provided. There may be some instances where the purpose for the structure benefits more than one party and in these cases responsibility will be determined on site and noted in the Site Specific Conditions in the relevant Interface Safety Management Plan.
10	Drainage structure (pipe/culvert etc) under Road within the rail corridor - for drainage structures with a main purpose of providing for Road drainage.	TfNSW - State Roads Council – Other Roads	
11	Drainage structures and systems for other than railway purposes that are within the rail corridor e.g. local stormwater drainage culverts	TfNSW - State Roads by agreement Council – Other Roads by agreement. Provided the owner of the drainage system is the same party as the Road Manager	Responsibility would normally be detailed in a licence agreement see Item 25. In the absence of a licence responsibility rests with the drainage system owner.
12	Primary Traffic Control Device - passive	ARTC	Changes to the control type are subject to legislative requirements, noted in Appendix 3, Section 3.2.5.
13	Primary Traffic Control Device - active	ARTC	Includes any signalling infrastructure associated with the Primary Traffic Control Device. Changes to the control type are subject to legislative requirements, noted in Appendix 3, Section 3.2.5.
14	Crash (safety) barriers for protection of primary traffic control device	ARTC	Where installed solely as protection for a flashing signal stanchion or other rail infrastructure at the interface (eg considered under Item 5 above).

Appendix 2.1 – Responsibility Matrix: Railway Crossings Version Control

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Version.		Issue date:		Signed to confirm:				
					ARTC	Council	TfNSW	UGL RL

Item No	Element	Responsibility	Comments
15	Secondary Traffic Control Device (signage and other warning devices)	TfNSW - State Roads Council – Other Roads	
16	Active advance warning device AAWD (Only includes signalling infrastructure up to the Railway Interface Control Unit (RICU) and the housing for the RICU should one be present.)	ARTC	Some AAWD may have a radio interface. The location of the sender unit shall define the Maintenance Boundary.
17	Active advance warning device AAWD (Only includes infrastructure from the RICU to the AAWD (inclusive) and any associated signage or Road markings.)	TfNSW - State Roads Council – Other Roads	Some AAWD may have a radio interface. The location of the sender unit shall define the Maintenance Boundary.
18	Traffic control signals (TCS) coordinated with active primary control device	ARTC - Signalling infrastructure from level crossing equipment hut to RICU TfNSW - Infrastructure from RICU to traffic control signals (inclusive).	
19	S1 / S2 triangle sighting compliance	ARTC – for obstructions within the rail corridor TfNSW – for obstructions within road reserve of State Roads from the road edge line to the outside of an adjacent table drain or in the absence of a table drain for a distance of 4 metres from the road edge line. Alternatively in a road cutting to the top of the cut and in a road embankment to the base of the embankment	The Party who will be responsible for liaison with an adjacent landholder regarding issues relating to vegetation and obstructions on private land will be determined on a site by site basis.

Appendix 2.1 – Responsibility Matrix: Railway Crossings Version Control

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Version:		Issue date:		Signed to confirm:				
					ARTC	Council	TfNSW	UGL RL

Item No	Element	Responsibility	Comments
		Council – for obstructions within road reserve of a State Road that are outside the TfNSW responsibility noted above or are within road reserve of other roads vested in Council	
20	S3 sighting distance compliance	ARTC – for obstructions within and adjacent to the rail corridor	Responsibility for obstructions adjacent to the rail corridor is limited to liaison with the relevant landholder or organisation
21	Fencing	ARTC	Rail responsibility for maintenance of fencing varies for “Fenced” and “Unfenced” lines
22	Crash (safety) barriers	TfNSW - State Roads Council – Other Roads	Where installed to protect non-railway hazard(s), ie those not included in Item 14 above.
23	Pedestrian/cyclist (only) Railway Crossings	ARTC – all infrastructure between Maintenance Boundaries plus active signalling systems inclusive of visual and audible equipment, gate mechanisms and electric push buttons Council – all infrastructure outside of Maintenance Boundary excluding active signalling systems	Some pedestrian/cyclist railway crossings may have maintenance responsibilities detailed in a licence or other agreement, see Item 25.
24	Road Lighting	Council	
25	Licensed services or drainage	“Licensed” refers to an agreement with ARTC for existence of the drain or service. Responsibility rests with licensee in accordance with the terms of the licence.	

Appendix 2.1 – Responsibility Matrix: Railway Crossings Version Control

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Version:		Issue date:		Signed to confirm:				
					ARTC	Council	TfNSW	UGL RL

Appendix 2.2 Responsibility Matrix: Road Over Rail Bridges

The below table sets out a guideline about maintenance responsibilities at an Interface which is a Road over Rail bridge. It is a guideline only, and the provisions of the applicable Interface Safety Management Plan will prevail, to the extent of any inconsistency.

NOTES:

- Works within the rail Danger Zone, or that may affect road traffic safety, will be carried out in accordance with Appendix 3.
- Road over Rail bridges include those provided for pedestrian/cyclist access (eg footbridges).
- “Other Roads” means the Roads listed in Appendix 1 that are not identified as “Classified State” (s1.32).

Item No	Element	Responsibility	Comments
1	Bridge Structure	Bridge Structure Manager	
2	Road wearing surface across Bridge	TfNSW - State Roads Council – Other Roads	Vehicle travel lanes (eg bitumen).
3	Road surface on approach to Bridge	TfNSW - State Roads Council – Other Roads	
4	Pedestrian path across bridge	Bridge Structure Manager – where surface forms part of the bridge deck/infrastructure. Council – where a wearing surface is added to the deck.	Council may be responsible for any pathway leading to the Bridge, on all public roads.
5	Embankment for Bridge approaches	TfNSW - State Roads Council – Other Roads	
6	Drainage within Bridge Structure	Bridge Structure Manager	The drainage must be within the structure itself and excludes any drainage under the Bridge or within the ARTC corridor.
7	Drainage from Bridge within rail reserve	ARTC	
8	Advance warning signage associated with Bridge	TfNSW - State Roads Council – Other Roads	

Appendix 2.2 – Responsibility Matrix: Road over Rail Bridges Version Control

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Version:		Issue date:		Signed to confirm:				
					ARTC	Council	TfNSW	UGL RL

Item No	Element	Responsibility	Comments
9	Crash (safety) barriers on Bridge approaches	TfNSW - State Roads Council – Other Roads	
10	Pier protection for Bridge supports	ARTC	
11	Services attached to Bridge Structure	Service Owner	Responsibility rests with service owner
12	Rail track and associated infrastructure	ARTC	Includes any Rail Infrastructure that may be attached to the Bridge Structure
13	Structures that are not part of Bridge Structure, eg retaining walls adjacent to bridge	Site specific	See site Safety Management Plan

Appendix 2.2 – Responsibility Matrix: Road over Rail Bridges Version Control

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Version:		Issue date:		Signed to confirm:				
					ARTC	Council	TfNSW	UGL RL

Appendix 2.3 Responsibility Matrix: Rail Over Road Bridges

The below table sets out a guideline about maintenance responsibilities at an Interface which is a Rail over Road bridge. It is a guideline only, and the provisions of the applicable Interface Safety Management Plan will prevail, to the extent of any inconsistency.

NOTES:

- Works within the rail Danger Zone, or that may affect road traffic safety, will be carried out in accordance with Appendix 3.
- Rail over Road bridges include those provided for pedestrian/cyclist access (eg subways).
- “Other Roads” means the Roads listed in Appendix 1 that are not identified as “Classified State” (s1.32).

Item No	Element	Responsibility	Comments
1	Bridge Structure	Bridge Structure Manager	
2	Road surface on approach to and beneath Bridge	TfNSW - State Roads Council – Other Roads	
3	Pedestrian/cyclist pathways on approach to and beneath Bridge	Council	
4	Rail Embankment for bridge approaches	ARTC	
5	Drainage within Bridge Structure	Bridge Structure Manager	
6	Drainage from Bridge within Road reserve	TfNSW - State Roads Council – Other Roads	
7	Advance warning signage on Road associated with Bridge	TfNSW - State Roads Council – Other Roads	
8	Warning signage attached to Bridge Structure	Bridge Structure Manager	
9	Crash (safety) barrier on Bridge approaches	TfNSW - State Roads Council – Other Roads	
10	Crash (safety) barrier attached to Bridge Structure	Bridge Structure Manager	
11	Pier protection for Bridge supports	TfNSW - State Roads Council – Other Roads	

Appendix 2.3 – Responsibility Matrix: Rail over Road Bridges Version Control

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Version:		Issue date:		Signed to confirm:				
					ARTC	Council	TfNSW	UGL RL

12	Services	Service Owner	Responsibility rests with service owner
13	Rail track and associated infrastructure	ARTC	Includes any Rail Infrastructure that may be attached to the Bridge Structure

Appendix 2.3 – Responsibility Matrix: Rail over Road Bridges Version Control

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Version:		Issue date:		Signed to confirm:				
					ARTC	Council	TfNSW	UGL RL

APPENDIX 3 – SPECIFIC CONDITIONS

Appendix 3.1 – ARTC Specific Conditions

Appendix 3.1.1 ARTC Risk Management Process

ARTC's risk management process is covered within its internal "Risk Management Procedure RSK-PR-001" and other associated documents.

The current RSK-PR-001 procedure can be viewed by following the link below – which will provide guidance to the other Parties of how ARTC conducts its own risk management process:

<https://www.artc.com.au/uploads/RSK-PR-001.pdf>

Appendix 3.1.2 Working in the Rail Corridor and Danger Zone

The requirements for working in the Rail Corridor (including the Danger Zone) are covered in ARTC's Safety Procedure RLS-PR-003 "Protocol for Entering the ARTC Rail Corridor"

The current RLS-PR-003 is able to be viewed by following the link below –

<https://www.artc.com.au/uploads/RLS-PR-003.pdf>

Provided a Road Manager or Bridge Structure Manager has signed an Interface Agreement for the interface and has a Competent Rail Safety Worker on site, there will be a standing exemption for Road Manager / Bridge Structure Manager staff to be trained in Track Safety Awareness.

It is a Road Manager or Bridge Structure Manager responsibility to arrange for a Competent Rail Safety Worker to enable work to proceed but in some circumstances the works may be able to be programmed in with existing ARTC works and worksite protection. This would need to be arranged through the local ARTC Team Manager.

Similarly the Road Manager recognises ARTC's right of access to the crossing and ARTC has an obligation when working on the roadway to carry out its activities in accordance with the relevant Road Manager's or TfNSW's worksite rules. In these instances ARTC shall contact the relevant Road Manager or TfNSW (as applicable) as per the contact details for the Road Manager or TfNSW as identified in Appendix 4.

Appendix 3.1.3 Notification of Potential Hazards Between Organisations

If either ARTC or the Road Manager or Bridge Structure Manager becomes aware of a hazard with the potential to cause an Incident likely to affect infrastructure, operations or safety relating to the Interface, they shall ensure that the other organisation is advised as soon as possible.

Following is the suggested level of response.

Contact details are identified in Appendix 4 and a list of scenarios follows –

- Potentially Life Threatening - (failure of active protection, road vehicle obstruction within Danger Zone) – immediately contact ARTC Network Control with details of road name and track km. ARTC will implement normal emergency procedures.
- Potentially Serious - (signage completely missing, vegetation badly obstructing vision) – immediately contact ARTC local management for rail related issues and Road Manager local manager for road related issues or TfNSW (Transport Management Centre (TMC))Planned Response – (crossing surface poor condition or approach road condition poor, some signage missing but crossing identifiable, vegetation beginning to obstruct vision) – contact ARTC local manager for rail related issues and Road Manager local manager for road related issues or TfNSW (Director, Assets) within one business day

The above scenarios are indicative only. If a person is unsure of the appropriate response level then they should assume the higher level response is appropriate.

Appendix 3.1.4 ARTC Risk Summary Tables

Risk Summary Table – Level Crossings Interfaces			
Top Risk Events	Key Causes	Key Controls	Risk Owner
Train to Vehicle collision at level crossing ERMS ID 0007	Maintenance boundaries / Responsibilities unclear	1. Seek to execute the Road Rail Interface agreement 2. State based legislation 3. ARTC Leases (QLD, NSW, VIC) 4. ARTC Policy, Strategy, Standards, Assurance, Inspection and Maintenance Plans	RIM / RM
	Rail or Road Infrastructure defects (i.e. known conditions & non-compliance), design deficiency, failure or damage. Also includes Environmental conditions (i.e. lighting contrast, sun glare, adverse weather)	1. Asset Management / Assurance Frameworks and systems 2. Implement & apply Safe working protocols 3. ALCAM & LXM data 4. ARTC Safety Management System 5. Design Standards 6. Level Crossing monitoring 7. Over dimensional Vehicle Permits	RIM / RM
	Road vehicle queuing over track or short stacking issues	1. State or Federally funded upgrade programs 2. Road manager / NHVR process to manage road gazettal changes 3. Asset management frameworks and systems 4. Policy, Strategy, Standards, Procedures, Inspection and Maintenance Plans 5. ALCAM & LXM data 6. Stakeholder communication & engagement via state and national working groups and committees	RIM / RM
	Human Factors - Safeworking errors on site i.e. Track Worker, Protection Officer, TFPC complacency, lack of route knowledge or wilful disregard	1. Communication protocols 2. Training / Site Inductions 3. SMS 4. Supervision Performance management	RIM / RM
	Human Factors - Train Driver, Rail Mounted Vehicle (RMV) or Track Machine operator errors or wilful disregard	1. Driver training & license requirements 2. CAN and Operational notices 3. Network Controller instructions, Phoenix and CTC 4. Train speed monitoring 5. SMS 6. Communication protocols	RIM / RSO
	Human Factors - Operations Centre worker error i.e. Terminal operator, Network Controller error or wilful disregard	1. Interface Agreements and Access Agreements 2. SMS 3. Training / Site Inductions 4. Network Controller instructions, Phoenix and CTC 5. Alarms in train control systems in signalled areas 6. Operational processes	RIM / RSO
	Rolling stock defect / irregularities / Train Integrity (i.e. rail worthiness of rail vehicles)	1. Interface Agreements and Access Agreements 2. Safety Management System 3. Standards, Procedures, Inspection and Maintenance Plans 4. Accreditation & vehicle registration/inspection requirements 5. Wayside Systems	RIM / RSO
	Human Factors – Road Vehicle Operator error or wilful disregard	1. Public awareness and media campaigns, Rail Safety Week 2. State funded education programs 3. Safety Management Systems 4. Driver training & license requirements 5. Police enforcement & penalty regime 6. Road traffic signage 7. Safety Cameras 8. Road Traffic Security monitoring	RM
	Failure to respond to monitoring alarms in a timely manner	1. Network rules and procedures 2. Competency requirements – Network Controllers and Track Maintainers 3. CAN and Operational notices	RIM
The above risks are Key Risk Events. Refer to the ARTC Enterprise Risk Management System to review current Risk ratings			

Risk Summary Table – Road over Rail Bridges (Overbridge)			
Top Risk Event	Key Causes	Key Controls	Risk Owner
Train Derailment ERMS ID 0008 (5922)	Maintenance boundaries / responsibilities unclear (i.e. Bridge Structure Manager (BSM) role unclear)	1. Seek to execute the Road Rail Interface agreement 2. State based legislation 3. ARTC Leases (QLD, NSW, VIC) 4. ARTC Policy, Strategy, Standards, Assurance, Inspection and Maintenance Plans	RIM / RM
	Infrastructure defects, failure or damage (i.e. Bridge strike, Bridge Collapse)	1. Asset Management / Assurance Frameworks and systems 2. Implement & apply Safe working protocols 3. Safety Management Systems 4. Design Standards	BSM
	Human Factors - Train Driver, Rail Mounted Vehicle (RMV) or Track Machine operator errors or wilful disregard	1. Driver training & license requirements 2. CAN and Operational notices 3. Network Controller instructions, Phoenix and CTC 4. Train speed monitoring	RIM / RSO
Motor Vehicle Accident ERMS ID 0009	Human Factors – Road Vehicle Operator error or wilful disregard	1. Public awareness and media campaigns, Rail Safety Week 2. State funded education programs 3. Safety Management Systems 4. Driver training & license requirements 5. Police enforcement & penalty regime 6. Road traffic signage 7. Structural road safety barriers 8. Safety Cameras 9. Road Traffic Security monitoring	RM
Injury to the Public ERMS ID 0033	Maintenance boundaries / responsibilities unclear (i.e. Bridge Structure Manager (BSM) role unclear)	1. Seek to execute the Road Rail Interface agreement 2. State based legislation 3. ARTC Leases (QLD, NSW, VIC) 4. ARTC Policy, Strategy, Standards, Procedures, Inspection and Maintenance Plans	RIM / RM
	Infrastructure defects, failure or damage (i.e. Bridge Collapse)	1. Asset management framework and systems 2. Implement & apply Safe working protocols 3. Safety Management System 4. Design Standards	BSM
Infrastructure loss, degradation, constraint or imposed operational restrictions ERMS ID 0010	Maintenance boundaries / responsibilities unclear (i.e. Bridge Structure Manager (BSM) role unclear)	1. Seek to execute the Road Rail Interface agreement 2. State based legislation 3. ARTC Leases (QLD, NSW, VIC) 4. ARTC Policy, Strategy, Standards, Procedures, Inspection and Maintenance Plans	RIM / RM
	Infrastructure defects, failure or damage (i.e. Bridge strike, Bridge Collapse)	1. Asset management framework and systems 2. Implement & apply Safe working protocols 3. Safety Management System 4. Design Standards	BSM
Impact to Public amenity ERMS ID 0020	Infrastructure defects, failure or damage (i.e. Bridge Collapse)	1. Asset management framework and systems 2. Implement & apply Safe working protocols 3. Safety Management Systems 4. Design Standards	BSM
The above risks are Key Risk Events. Refer to the ARTC Enterprise Risk Management System to review current Risk ratings			

Risk Summary Table – Rail over Road Bridges (Underbridges)			
Top Risk Event	Key Causes	Key Controls	Risk Owner
Train Derailment ERMS ID 0008 (5922)	Maintenance boundaries / responsibilities unclear (i.e. Bridge Structure Manager (BSM) role unclear)	1. Seek to execute the Road Rail Interface agreement 2. State based legislation 3. ARTC Leases (QLD, NSW, VIC) 4. Policy, Strategy, Standards, Procedures, Assurance, Inspection and Maintenance Plans	RIM / RM
	Infrastructure defects, failure or damage (i.e. Bridge strike, Bridge Collapse)	1. Asset Management / Assurance Frameworks and systems 2. Implement & apply Safe working protocols 3. Safety Management Systems 4. Design Standards 5. Restriction of over-height road vehicle movements	BSM / RM
	Human Factors - Train Driver, Rail Mounted Vehicle (RMV) or Track Machine operator errors or wilful disregard	1. Driver training & license requirements 2. CAN and Operational notices 3. Network Controller instructions, Phoenix and CTC 4. Train speed monitoring	RIM / RSO
Injury to the Public ERMS ID 0033	Maintenance boundaries / responsibilities unclear (i.e. Bridge Structure Manager (BSM) role unclear)	1. Seek to execute the Road Rail Interface agreement 2. State based legislation 3. ARTC Leases (QLD, NSW, VIC) 4. ARTC Policy, Strategy, Standards, Procedures, Inspection and Maintenance Plans	RIM / RM
	Infrastructure defects, failure or damage (i.e. Bridge Collapse)	1. Asset management / Assurance Frameworks and systems 2. Implement & apply Safe working protocols 3. ARTC Safety Management System 4. Design Standards 5. Restriction of over-height road vehicle movements	BSM / RM
Infrastructure loss, degradation, constraint or imposed operational restrictions ERMS ID 0010	Maintenance boundaries / responsibilities unclear (i.e. Bridge Structure Manager (BSM) role unclear)	1. Seek to execute the Road Rail Interface agreement 2. State based legislation 3. ARTC Leases (QLD, NSW, VIC) 4. ARTC Policy, Strategy, Standards, Procedures, Inspection and Maintenance Plans	RIM / RM
	Infrastructure defects, failure or damage (i.e. Bridge strike, Bridge Collapse)	1. Asset management / Assurance Framework and systems 2. Implement & apply Safe working protocols 3. ARTC Safety Management System 4. Design Standards 5. Restriction of over-height road vehicle movements	BSM / RM
Impact to Public amenity ERMS ID 0020	Infrastructure defects, failure or damage (i.e. Bridge Collapse)	1. Asset management / Assurance Framework and systems 2. Implement & apply Safe working protocols 3. Safety Management Systems 4. Design Standards	BSM
The above risks are Key Risk Events. Refer to the ARTC Enterprise Risk Management System to review current Risk ratings			

Appendix 3.2 – TfNSW Specific Conditions

Appendix 3.2.1 TFNSW Risk Management Process

TFNSW has developed a systematic process to identify and analyse risks to safety at railway crossings, and to establish and manage safety management measures to control those risks through the development and management of Safety Management Plans. In accordance with TFNSW *Policy to Establish and Manage Railway Crossing Safety Management Plans*, TFNSW has developed an overarching process, its constituent procedures, and a suite of tools to enable planners and project managers to meet TFNSW statutory obligations. The policy and its associated documentation assist planners to plan, negotiate, administer, monitor and report on railway crossing Safety Management Plans: these railway crossing Safety Management Plans form part of railway crossing Interface Agreements and help TFNSW meet its obligations in the interface coordination provisions of the Rail Safety Law.

The following documents comprise the railway crossing safety series 2011:

PLAN: Establishing a railway crossing safety management plan

This guideline establishes a systematic process for the creation of railway crossing safety management plans and the ongoing management of safety risks and safety management measures. This process includes protocols for a collaborative approach to safety management between TFNSW, local councils and rail infrastructure managers.

IDENTIFY: The railway crossing safety hazard checklist

This document contains the Railway Crossing Safety Hazard Checklist and explains how to use it.

ASSESS: Applying risk tolerance and risk assessment criteria to railway crossings

This guideline explains the risk tolerance and the risk assessment criteria used by TFNSW to assess risks to safety that occur at railway crossings.

EVALUATE: Applying the railway crossing cause consequence bow tie model

This guideline serves as a reference tool to assist planners and project managers to manage risks at railways crossings. The guideline explains how to use the bow tie model to clearly define a risk, and to identify safety management measures and post-incident management measures for a given risk type.

Appendix 3.2.2 Works on Roads

The *Work Health and Safety Act 2011* (NSW) requires that a person conducting a business or undertaking (PCBU) must, so far as it reasonably practicable, ensure the health and safety of workers and others. The application of the principles outlined in the *Traffic Control at Work Sites* manual will ensure that road users will be able to travel through, past or around road and bridge work sites in safety. Adherence to the manual will also ensure that the workforce is able to work safely in the vicinity of road users and their vehicles and work site plant.

The Traffic Control at Work sites manual must be used on all TFNSW road and bridge sites for work being undertaken by TFNSW's workers, including TFNSW contractors or local government and public utility bodies undertaking work on behalf of TFNSW. Use of the manual is also commended to all practitioners who are responsible for the control of traffic at work sites on non-TFNSW controlled roads.

The design, selection and implementation of all traffic control measures detailed in the manual are based on Australian Standard *AS1742.3 Traffic control devices for works on roads*. If the manual does not contain advice on a particular aspect of traffic control the AS1742.3 must be consulted and its advice adopted, if such advice exists. Traffic control and the selection or design of Traffic Control Plans shall only be undertaken by persons qualified, authorised and have passed TFNSW approved training courses.

Local government, contractors, public utility authorities, and rail infrastructure managers are required to adopt the manual for works undertaken on TFNSW controlled roads.

Appendix 3.2.3 Road Occupancy

Road occupancy consists of any activity likely to impact on the operational efficiency of the road network, in other words, an activity that requires the road to be used in such a way as to affect the traffic flow, or an off road activity that affects traffic flow. A road occupancy may involve closure of a traffic lane or traffic lanes.

A Road Occupancy Licence allows a proponent to use a specified road space at approved times. However, it does not imply permission or approval for the actual works being undertaken. For all occupancies on state roads, applications are to be made to the Planned Incident Unit of the Transport Management Centre. For occupancies that impact solely on roads other than state roads, applications are to be made to the relevant local council roads authority.

The procedure for applying for a Road Occupancy Licence (ROL) is described on the TfNSW webpage at:

<https://www.transport.nsw.gov.au/operations/roads-and-waterways/business-and-industry/road-occupancy-licences>

Initial email enquiries are to be sent to:

Road.access@transport.nsw.gov.au

Appendix 3.2.4 Approval for Works on Roads

Approval to undertake works is required before any activities commence. Section 138 of the *Roads Act* places requirements upon persons seeking to undertake works; an excerpt is provided below:

Roads Act 1993 No 33 s138 Works and structures

- 1 A person must not:
 - (a) erect a structure or carry out a work in, on or over a public road, or
 - (b) dig up or disturb the surface of a public road, or
 - (c) remove or interfere with a structure, work or tree on a public road, or
 - (d) pump water into a public road from any land adjoining the road, or
 - (e) connect a road (whether public or private) to a classified road, otherwise than with the consent of the appropriate roads authority.
- 2 A consent may not be given with respect to a classified road except with the concurrence of TFNSW.
- 3 If the applicant is a public authority, the roads authority and, in the case of a classified road, TFNSW must consult with the applicant before deciding whether or not to grant consent or concurrence.
- 4 This section applies to a roads authority and to any employee of a roads authority in the same way as it applies to any other person.

- 5 This section applies despite the provisions of any other Act or law to the contrary, but does not apply to anything done under the provisions of the Pipelines Act 1967 or under any other provision of an Act that expressly excludes the operation of this section.

Appendix 3.2.5 Approval to Install, Modify, Remove Traffic Control Devices

Approval to install, *modify* or remove a traffic control device, and what constitutes a traffic control device, is provided in the *Road Transport Act 2013*, and places requirements on a person seeking to undertake such actions; an excerpt is provided below:

Road Transport Act 2013 No 18 Part 5.3 Traffic control and monitoring

Division 1 Interpretation

121 Definitions

In this Division:

installation of a prescribed traffic control device includes the painting or formation of any marks or structure that constitute, or form part of, the device.

prescribed traffic control device means a sign, signal, marking, structure or other device to direct or warn traffic on a road (or part of a road) that is prescribed by the statutory rules for the purposes of this definition.

traffic control authority means:

- (a) the Authority¹, or
- (b) the Commissioner of Police, or
- (c) any other person (or person belonging to a class or description of persons) prescribed by the statutory rules for the purposes of this definition.

Division 2 Use of prescribed traffic control devices

122 Appropriate authority for the purposes of this Division

For the purposes of this Division, a person has appropriate authority to install or display (or to interfere with, alter or remove) a prescribed traffic control device if:

- (a) the person is a public authority that has been directed by the Authority under Division 1C of Part 6 of the Transport Administration Act 1988 to install or display (or to interfere with, alter or remove) the device, or
- (b) the person is authorised in writing by the Authority to install or display (or to interfere with, alter or remove) the device, or
- (c) the person is permitted or required to remove the device by or under section 124.

Note. Division 1C of Part 6 of the *Transport Administration Act 1988* enables the Authority to give certain public authorities directions in respect of safety and traffic management.

123 Unauthorised prescribed traffic control devices

¹ In this Act, **Authority** means Roads and Maritime Services.

- 1 A person must not, without appropriate authority:
 - (a) install or display a prescribed traffic control device on, above or near a road, or
 - (b) interfere with, alter or remove any prescribed traffic control device installed or displayed on, above or near a road.

Maximum penalty: 20 penalty units.

- 2 A person must not install or display on, above or near a road any sign, signal, marking, structure or other device that might reasonably be mistaken to be a prescribed traffic control device.

Maximum penalty: 20 penalty units.

124 Removal of unauthorised prescribed traffic control devices

- 1 A traffic control authority (or a person authorised by any such authority) may direct any person who contravenes section 123 to remove, within a time specified by the authority when giving the direction, the sign, signal, marking, structure or other device in respect of which the contravention took place.
- 2 A person to whom a direction is given under subsection (1) must comply with the direction.

Maximum penalty: 20 penalty units.

- 3 Without affecting any liability of any person under section 123 or subsection (2), a traffic control authority may remove, or cause to be removed, any sign, signal, marking, structure or other device installed or displayed in contravention of section 123.

125 Cost of removal of prescribed traffic control device

- 1 A traffic control authority may, by proceedings brought in a court of competent jurisdiction, recover the expenses that the authority has incurred in exercising the functions conferred by section 124 as a debt from the person who (without appropriate authority) installed or displayed the sign, signal, marking, structure or other device concerned.
- 2 A certificate that is issued on behalf of a traffic control authority by a person prescribed by the statutory rules (or by a person belonging to a class of persons so prescribed) and that states that a specified amount represents the costs incurred by the authority in carrying out specified work or in taking specified action for the purposes of section 124, is admissible in any such proceedings and is prima facie evidence of the fact or facts so stated.

Delegation of Certain Powers by TFNSW

Traffic is controlled by the installation of prescribed traffic control devices, such as regulatory signs, or traffic control facilities, such as medians. TFNSW believes that the most effective means of dealing with the number and range of traffic related matters, particularly those which arise on regional and local roads, is to deal with them at the local level. TFNSW has therefore delegated certain aspects of the control of traffic on regional and local roads to the Councils of Local Government areas. TFNSW continues to manage the State road network.

Through the Delegation to Councils Regulation of Traffic, TfNSW has delegated certain traffic control authority powers to councils. These powers relate to roads other than State roads and exclude certain traffic control devices, for example speed limit signs and traffic control signals. The links below provide the Delegation document, the guide to the Delegation, and the Schedule of Classified Roads:

Delegation to Councils Regulation of Traffic:

<https://roads-waterways.transport.nsw.gov.au/trafficinformation/downloads/trafficdelegation2011.pdf>

A guide to the delegation to councils for the regulation of traffic (including the operation of traffic committees):

https://roads-waterways.transport.nsw.gov.au/business-industry/partners-suppliers/lgr/downloads/information/committees/traffic_committees.html

Schedule of Classified Roads:

<https://www.transport.nsw.gov.au/operations/roads-and-waterways/business-and-industry/partners-and-suppliers/local-government-12-3>

Appendix 3.3 - Muswellbrook Shire Council Specific Conditions

Nil

Appendix 3.4 - UGLRL Rail Specific Conditions

All parties are required to comply with the following UGLRL procedures:

- CRN-PRC-RLS-459032646-213 Accessing the Country Regional Network
- CRN-STD-CVL-713026361-2296 CRN CS 320 Overbridges and Footbridges Engineering Standard

Also, where Council receives an application from an oversize or overmass vehicle for use of an interface as identified in Appendix 1, and the interface is a road over rail bridge, Council must forward the request to the BSM (UGL RL) for approval.

APPENDIX 4 – CONTACT DETAILS & DOCUMENT CONTROL

Appendix 4.1 - Contact Details Document Control

Date of Amendment	Party Making Amendment	Date Other Parties Advised	Amendment details

Appendix 4.2 - Contact Details**Contact Details Correct as at 25/11/2024**

Organisation/Position	Responsibility	Number
ARTC Street Address: 11 Sir Donald Bradman Dr, Keswick Terminal, Mile End SA 5035 Postal Address: PO Box 10343 Gouger St, Adelaide SA 5000		
Area Manager Muswellbrook	Primary Contact Maintenance and Infrastructure issues Main North : Whittingham (234.308km) - Willow Tree (378.350km) Ulan Line : Muswellbrook - Gulgong (460.114km)	T: 0427 463 709
Manager Maintenance Hunter Valley	Secondary Contact Maintenance and Infrastructure issues.	T: 0407 428 910
General Manager Asset Maintenance	Tertiary Contact Maintenance and Infrastructure issues.	T: 0428 952 768
Administration Officer	IA Compliance Officer	T: 0434 233 824
Safety Interface Officer	Interface agreement management	T: 0448 892 163 kbowden2@artc.com.au
Refer to Appendix 3.1.3 for the protocol for notification of potential hazards		
Network Control Centre North (NCCN)	Emergency Only Upper Hunter 1 (Muswellbrook to Mangoola)	T: 02 4902 7970 or T: 02 4902 9490 or T:"000"
	Emergency Only Upper Hunter 3 (Mangoola to Gulgong)	T: 02 4902 7965 or T: 02 4902 9490 or T:"000"
Muswellbrook Shire Council Street Address: 60-82 Bridge Street, Muswellbrook NSW 2333 Postal Address: PO Box 122 Muswellbrook NSW 2333		
Enquiries	Business hours 9:00 a.m. – 4:30 p.m. Monday to Friday (excluding Public Holidays)	P: 02 6549 3700
Group Manager Infrastructure and Operations: Kellie Scholes	Primary Contact Council's designated roads and drainage asset owner.	P: 02 6549 3756 M: 0407 252 142 E: kellie.scholes@muswellbrook.nsw.gov.au

	Interface Agreement, infrastructure and maintenance issues.	
Director Infrastructure and Property: Matthew Lysaught	Secondary Contact Infrastructure and maintenance issues	P: 02 6549 3730 M: 0409 589 423 E: matthew.lysaught@muswellbrook.nsw.gov.au
General Manager: Derek Finnigan	Tertiary Contact	P: 02 6549 3750 M: 0419 465 572 E: derek.finnigan@muswellbrook.nsw.gov.au
Asset Inspector: Elizabeth Curnow	Compliance Officer Asset condition inspections related to road-rail interfaces	M: 0428 168 078 E: elizabeth.curnow@muswellbrook.nsw.gov.au
TfNSW Street Address: 231 Elizabeth Street, Sydney NSW 2000 Postal Address: PO Box K659, Haymarket NSW 1240		
Transport Management Centre (TMC)	Emergencies Incident management Road Occupancy Licences	T: 13 17 00
Director, Assets - North	Maintenance and infrastructure issues	T: 13 22 13 E: regionaldirectorassets-north@transport.nsw.gov.au
Corridor Program Manager, Asset Strategy, Regional & Outer Metropolitan	Interface agreement management	T: 13 22 13 M: 0413 368 317 E: regionaldirector-assetsstrategy@transport.nsw.gov.au
UGL RL Street Address: 161 Kite St Orange NSW 2800 Postal Address: As Above		
General Enquires	Enquiries	enquiry@uglregionallinx.com.au
David Maertin	Risk Specialist	M: 0439 306 407 E: david.maertin@uglregionallinx.com.au
Jim Turner	Maintenance & Infrastructure Works	M: 0419 201 527 E: jim.turner@uglregionallinx.com.au
Peta Fuller	Interface Contact	M: 0425 606 336 E: peta.fuller@uglregionallinx.com.au

APPENDIX 5 – RISK MANAGEMENT FOR INTERFACE

Interface Safety Management Plan: <ISMP reference>

This ISMP is associated with Rail-Road Interface Agreement <IA reference>

Name of Interface	Any applicable licence, agreement or other arrangement	Identified risk (in priority order)	Management category (maintenance, operation, upgrade, education or enforcement)	Measures to manage risk	Party responsible for managing risk	Agreed timetable for implementing measures	Measures Implemented (date)	Monitoring strategy in relation to risk and measures
Rylstone Road / Bylong Valley Way level crossing (RLX1290)		Refer to ARTC's Enterprise Risk Management System (ERMS) Workshop ID#618 for risks identified and managed by ARTC						

The Parties agree that this Appendix sets out the headings and format to be used for the ISMP for each Interface identified in Appendix 1.

Notes:

- Each ISMP must be signed and dated by the relevant Parties.
- Each ISMP must be cross-referenced with the applicable safety Interface Agreement.
- A risk to safety may have a number of management measures, and that each management measure will have one responsible party.
- The party responsible for managing a risk management measure is also responsible for implementing, evaluating, testing and (where appropriate) modifying risk management measures unless stated otherwise.



In accordance with the Local Government Act 1993, and the Local Government (General) Regulation 2005, business of a kind referred to in Section 10A(2) of the Act should be dealt with in a Confidential Session of the Committee meeting closed to the press and public.

8 Closed Committee

8.1 Public Amenities and Changing Places Facility at Simpson Park

This report is CONFIDENTIAL under the provisions of Section 10A(2)(c) of the Local Government Act 1993, as it relates to information that would, if disclosed, confer a commercial advantage on a person with whom the council is conducting (or proposes to conduct) business.

8.2 Work In Kind Agreement- Denman High Field Subdivision Development

This report is CONFIDENTIAL under the provisions of Section 10A(2)(c) of the Local Government Act 1993, as it relates to information that would, if disclosed, confer a commercial advantage on a person with whom the council is conducting (or proposes to conduct) business.

The meeting return to Open Council.

10 Date of Next Meeting

09 December 2025

11 Closure