

APPENDIX G
Rail Study



Wallarrah 2 Coal Project

Rail Study

Revision 4

June 2016

Executive summary

The Wyong Areas Coal Joint Venture (WACJV) is seeking to develop the Wallarah 2 Coal Project (the Project) near Wyong on the Central Coast of New South Wales. The Project is managed by Wyong Coal Pty Ltd (Wyong Coal), a wholly owned subsidiary of the proponent.

Development consent is sought by WACJV for the operation of an underground coal mine producing up to 5 Mtpa of thermal coal for up to 28 years. The Project is comprised of mine entries, an underground longwall mine, a coal handling plant and storage facilities, rail coal loader and other associated underground mining infrastructure. The mine will produce a single thermal coal product to be marketed for export and domestic electricity generation.

The original mine proposal included a rail loop generally between the Main Northern Rail Line, the Motorway Link Road and the M1 Motorway. Recent land ownership changes have required the consideration of a rail spur parallel to the Main Northern Rail Line, within an undeveloped crown road reserve.

This report details the background to the engagement of GHD by Wyong Coal to provide a concept design for a rail spur and connection to the Main Northern Rail Line at rail kilometrage ~113.940 km. The report is intended to provide background material and provide rail layout and operational information to support a formal application for WACJV to connect a proposed Rail spur with a coal loading facility to the Main Northern Rail Line.

The report, and the technical aspects used to support it, confirm the rail spur arrangement is feasible and can satisfy the operational requirements of the Main Northern Rail Line and the Project.

This conclusion has been arrived at in consultation with Wyong Coal and third party stakeholders, including Sydney Trains, TfNSW, RMS and above rail and port operators.

Notwithstanding these third party inputs, further discussions will be required through subsequent phases of development, including detailed risk assessments, particularly with Sydney Trains, TfNSW, ARTC and the selected above rail operator regarding the operation and safety interactions with the Main Northern Rail Line.

A concept design has been produced and a set of drawings are contained in Appendix A. Information regarding the mine site and conveyors are included as they influence the design and operation of the rail spur. The relevant overview drawings of the rail spur are 22-17704-C003, C203, C204, C205 and C206.

The following summarises the key rail aspects of the Project:

Track and Civil Design

The concept feasibility track and civil design of the rail spur and interface to the Main Northern Rail Line has achieved the following key requirements:

- It has positioned the connecting turnout on a straight track adjacent the Main Northern Rail Line.
- It relies upon standard turnout connection type and geometry.
- It physically fits within property owned by Sydney Trains (i.e. in the Main Northern Rail Line corridor) and an adjacent Crown road. All mine infrastructure, such as conveyors and the train load out facilities are located outside of the rail corridor.

- It positions the train load out facility within a cutting, which reduces visibility and noise emissions to sensitive receivers.
- The design will accommodate a 4,380 tonne capacity train of a nominal length of 1,057m, which will cater for anticipated peak coal production.
- The conceptual alignment has been designed in consideration of Sydney Trains and Australian Rail Track Corporation (ARTC) Unit Train Loading Guidelines.

Signal Functional Specification

It has been determined that on average 3 to 4 train paths per day will be required to transfer the product coal to port. TfNSW independent modelling has confirmed the availability of the required train paths.

A concept design of the required signalling functional specification to facilitate the necessary train movements has been prepared in consultation with TfNSW and Sydney Trains.

The signalling functional specification is an important document that will be utilised by Sydney Trains to gauge the impact of the proposed rail spur on current rail operations and will be a key input into a formal application for a connection agreement.

An industry specialist will be commissioned to develop the signalling functional specification from the existing concept design at the Project detailed design stage. TfNSW and Sydney Trains will continue to be consulted over the finalisation of signalling functional specification.

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1. Background

The Wyong Areas Coal Joint Venture (WACJV) is seeking development consent under Division 4.1 of Part 4 of the *Environmental Planning and Assessment Act 1979* (EP&A Act) for the Wallarah 2 Coal Project (the Project). The key features of the Project include:

- A deep underground longwall mine extracting up to 5 million tonnes per annum (Mtpa) of export quality thermal coal.
- The Tooheys Road Site between the M1 Motorway and the Motorway Link Road, which includes a portal, coal handling facilities and stockpiles, water and gas management facilities, small office buildings, workshop, rail spur, train load out bin and connections to the municipal water and sewerage systems.
- The Buttonderry Site near the intersection of Hue Hue Road and Sparks Road, which includes administration offices, bathhouse, personnel access to the mine, ventilation shafts and water management structures.
- The Western Shaft Site in the Wyong State Forest, which includes a downcast ventilation shaft and water management structures.
- An inclined tunnel (or “drift”) from the surface at the Tooheys Road Site to the coal seam beneath the Buttonderry Site.
- Transportation of product coal to the Port of Newcastle by rail.
- An operational workforce of approximately 300 full time employees.

The Project has been subject to the assessment process under Division 4.1 of Part 4 of the EP&A Act, including a review by the Planning Assessment Commission (PAC). In June 2014, the PAC concluded that *“if the recommendations concerning improved strategies to avoid, mitigate or manage the predicted impacts of the project are adopted, then there is merit in allowing the project to proceed”*.

Following the review by the PAC, the Tooheys Road Site was re-designed to avoid land use conflicts with third parties. The changes to the Project include:

- Removal of the previously proposed rail loop
- Re-location of the previously proposed rail spur to the eastern side of the Main Northern Rail Line
- Re-location of the train load out facility to the eastern side of the Main Northern Rail Line
- A conveyor system to deliver product coal from the stockpile to the new train load out facility
- Realignment of the sewer connection

These proposed changes are referred to as the ‘Amendment’. All other aspects of the Project remain identical to the original proposal.

To give effect to the proposed changes to the Project, WACJV is seeking an amendment to the Development Application (DA) under clause 55 of the *Environmental Planning and Assessment Regulation 2000*. This report forms part of the “*Amendment to Development Application SSD-4974*” (Amendment Document) being prepared by Hansen Bailey to support the application to amend the DA.

This report assesses the environmental impacts of the Amendment and where necessary, recommends additional management and mitigation measures to ameliorate these impacts.

Aspects of the Project that are unchanged have not been reconsidered. The impacts associated with these aspects of the Project will remain as assessed in the *Wallarah 2 Coal Project Environmental Impact Statement* (Hansen Bailey, 2013).

1.1 Objective

The objective of this report is to provide sufficient information to support an amendment to the Development Application for the Project. In this respect, the report seeks to address the Director General's Requirements (DGRs) issued in 2012. The DGRs relating to traffic and transport included the following requirements:

...including a detailed assessment of the project on the capacity, efficiency and safety of the rail network, having regard to the strategic objectives for passenger and freight rail network (such as the Northern Sydney Freight Rail Corridor project).

...a description of the measures that would be implemented to maintain and/or improve the capacity, efficiency and safety of the road and rail networks in the surrounding area over the life of the project.

...In particular you must consult with the Australian Rail Track Corporation, and downstream coal chain operators including Railcorp, Newcastle Ports Corporation and the Hunter Valley Coal Chain Co-ordinator.

1.2 Key stakeholders

The following will be key stakeholders have been consulted in the design, construction and operation of the proposed rail spur and related raiing and port operations. Engagement with these stakeholders has been initiated and will be ongoing throughout all subsequent stages of the Project.

1.2.1 Newcastle Coal Infrastructure Group

Based at the Port of Newcastle, NCIG exports coal from the Newcastle, Hunter Valley, Gloucester, Gunnedah and Western Coalfields to destinations around the world. The Terminal has been operating for several years and was expanded to an installed capacity of 66 Mtpa on 30 June 2013. NCIG offers potential stockpiling capacity at the port allowing producers to meet cargo capacity requirements accrued at a standard rail delivery rate, thus giving the rail operator a relatively standardised delivery schedule.

- Consultation and confidential discussions with NCIG have been ongoing regarding port access, stockpiling and cargo assembly requirements toward development of the Wallarah 2 Coal Project.

1.2.2 Port Waratah Coal Services

Based at the port of Newcastle, Port Waratah Coal Services own and manage the Kooragang Island and Carrington Coal Terminals.

- Consultation and discussions with PWCS have been ongoing regarding port access and cargo assembly requirements toward development of the Wallarah 2 Coal Project and related requirements.

1.2.3 RailCorp

Rail Corporation New South Wales (RailCorp) is a State-owned corporation of the State of New South Wales established under the Transport Administration Act 1988 in 2004. From 2004 until 2013, RailCorp operated passenger train services in New South Wales and maintained rail infrastructure within the New South Wales Metropolitan Rail Area. RailCorp are the underlying land asset owner of the rail corridor. From 2013, operation and maintenance functions were transferred to the new Sydney Trains and NSW Train Link.

Consultation with RailCorp as the land asset owner will be ongoing throughout this process along with the parallel consultative process undertaken with Sydney Trains and Transport for NSW.

1.2.4 Sydney Trains

Sydney Trains are responsible for the maintenance of assets including tracks, trains, signals, overhead wiring, stations and facilities associated with its rail network. The main northern rail line between the projects proposed rail spur and Newcastle is controlled by Sydney Trains

Key users of the Sydney Trains maintained infrastructure include the freight operators that apply for access to the Sydney Trains Network for receipt paths on which to operate. The Project's above rail provider will have to apply formally to Sydney Trains for its required receipt paths.

- Consultation has been ongoing with Sydney Trains via meetings and discussion regarding infrastructure development, interface interactions with other rail transport agencies and providers toward development of the Wallarah 2 Coal Project.

1.2.5 Independent Transport Safety Regulator (ITSR)

The Independent Transport Safety Regulator (ITSR) is an independent statutory authority of the NSW Government. Its principal objective is to facilitate the safe operation of transport services in NSW. This is achieved through regulatory compliance activity, including investigation into safety in transport operations and promotion of safety as a fundamental objective in the delivery of transport services. Any new connection to the existing Main Northern Rail Line managed by Sydney Trains will need to be reviewed by ITSR from a safety and compliance perspective.

1.2.6 Transport for NSW

Transport for NSW (TfNSW) is responsible for improving the customer experience, planning, program administration, policy, regulation, procuring transport services, infrastructure and freight. Transport operating agencies have been freed up to focus on service delivery – providing safe, reliable, clean and efficient transport services.

TfNSW have been engaged to undertake train path modelling to confirm the ability of the Project to access the Main Northern Rail Line, and to assess any impacts of the Project on the rail network efficiency.

- Consultation has been ongoing with Transport for NSW via meetings and discussion regarding infrastructure development, interface interactions with other rail transport agencies and providers, and train pathing requirements toward development of the Wallarah 2 Coal Project.

1.2.7 Newcastle Port Corporation

The project has consulted with the Newcastle Port Corporation as part of its wider consultation with industry and rail/port providers regarding the Wallarah 2 Coal Project.

1.2.8 Hunter Valley Coal Chain Coordinator (HVCCC)

The HVCC Logistics Team (HVCCCLT) had two broad planning objectives, being:

Day to Day Planning and Scheduling: Maximise coal export volumes each and every day and coordinate planning for the provision of future coal chain infrastructure. The HVCCCLT coordinated vessel berthing, stockpile layouts and train sequencing so as to fulfil customers orders in the shortest possible timeframe; and

Long Term Capacity Planning: Over the longer, 10-year horizon the HVCCCLT used sophisticated simulation and optimisation modelling tools to continuously assess the adequacy of the existing Coal Chain infrastructure to fulfil future export demand. By identifying future Coal Chain constraints and working to develop an integrated capital investment plan, the HVCCCLT was able to assist members optimise their investment decisions and focus capital expenditure on infrastructure required to meet future coal export growth.

- Consultation has been ongoing with HVCCC via meetings and discussion regarding membership and coordination of interface with rail and port providers toward development of the Wallarah 2 Coal Project.

1.2.9 ARTC

ARTC has control of track and scheduling for the small portion of network from Islington to Kooragang Island that the Project's trains will traverse.

- Consultation has been ongoing with ARTC via meetings and discussion regarding interface interactions between the Sydney Trains, the ARTC network Port providers and above rail operations toward development of the Wallarah 2 Coal Project. ARTC have confirmed the viability of the required train paths using their network to access rail facilities at Kooragang Island and Carrington.

1.3 Location

The proposed rail spur will be located to the south of Wyee. The rail spur will be constructed within an existing undeveloped Crown Road (Nikko Road) which runs directly adjacent to the Main Northern Rail Line, on its eastern side. It is intended that the rail spur will be used to load a unit coal train of ~4,380 tonne (coal product) capacity. The connection to the Sydney Trains network will occur at rail chainage 113.940 km. Figure 1-1 illustrates the geographic location of the proposed rail spur.

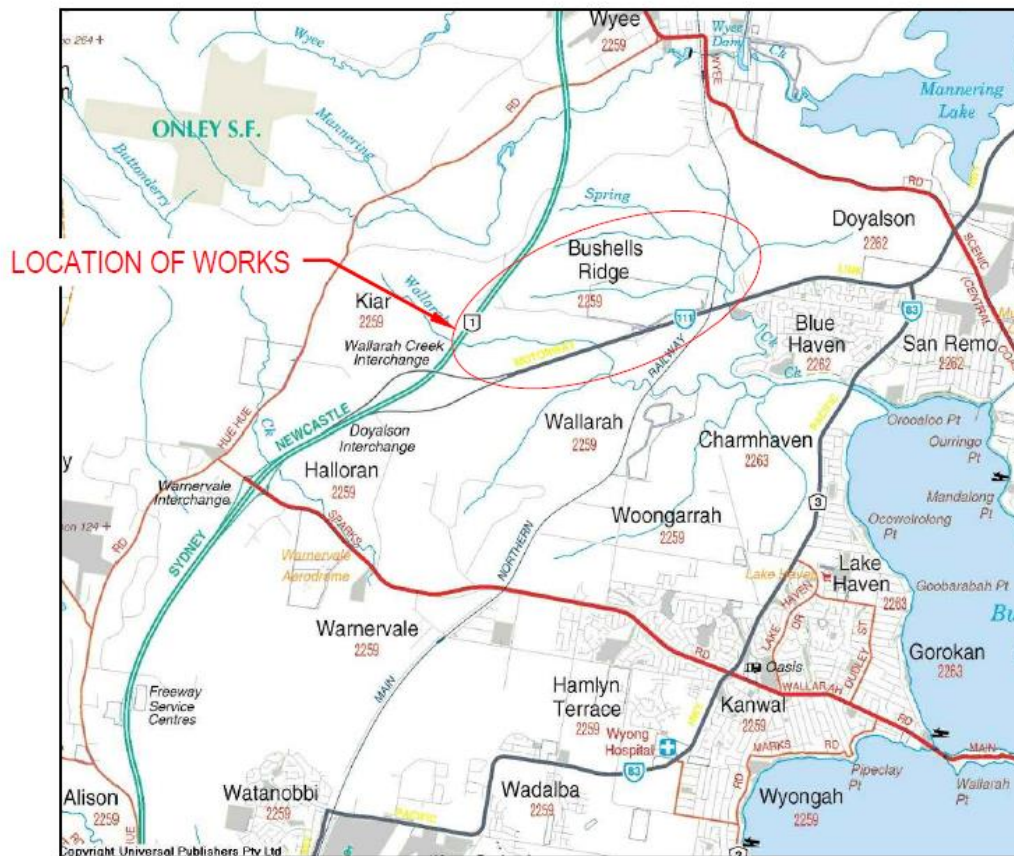
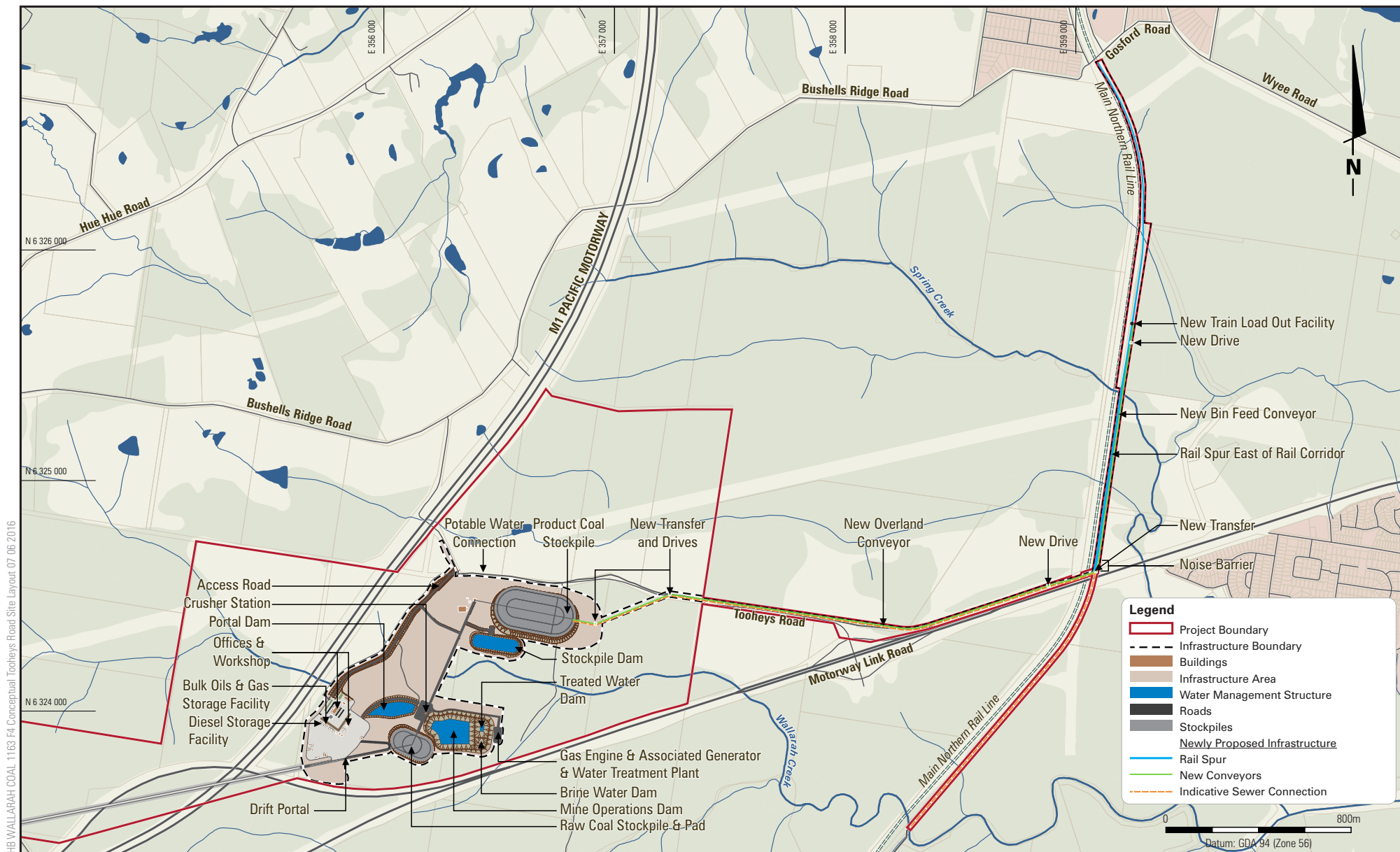


Figure 1-1 Site Location for Surface Facilities and Rail Spur

The location of the works with respect to rail operations on the Main Northern Rail Line is contained in a spur parallel and adjacent to the Main Northern Rail Line between Wyong and Wyee. This is shown below on Figure 1-2 *Conceptual Layout Tooheys Road Site*.



WALLARAH 2 COAL PROJECT

Conceptual Layout Tooheys Road Site

Figure 1-2

2. Study requirements

2.1 Wyong Coal performance requirements

In developing a new train load out facility for railing coal to the Port of Newcastle, Wyong Coal have established the following key requirements for the rail spur.

- Train loading infrastructure needs to be contained within the Crown Road adjacent to the Main Northern Rail Line.
- Provision of rail infrastructure to load a standard 4,380 tonne capacity (Coal product) train outside of the Sydney Trains managed Main Northern Rail Line. This capacity is based on 25 to 30 tonne axle loads.
- To have standard unit train loading procedures and guidelines where possible.
- A track and civil design that optimises constructability on the available land and cut / fill balance of bulk earthworks.
- To provide technical design requirements acceptable to Sydney Trains.
- Placement of the train load out facility within a minor cutting area to minimise visual and noise impacts.

2.2 Sydney Trains study/connection requirements

2.2.1 Purpose

Sydney Trains have responsibility to manage train operations, maintenance and new construction on the Main Northern Rail Line from Sydney to Newcastle. It also has the responsibility for managing existing and new third party infrastructure connections to the main line.

For the Project to progress, Wyong Coal has a requirement to transport mined and processed coal product via rail wagons to the Port of Newcastle. To achieve this outcome, it will be necessary to construct a rail spur adjacent to the Main Northern Rail Line and connect to the Sydney Trains managed Main Northern Rail Line at rail chainage 113.940 km.

2.2.2 Sydney Trains connection requirements

In managing new third party rail infrastructure connections to the Main Northern Rail Line, Sydney Trains have a requirement that any new track and signal infrastructure should be designed in accordance with published technical standards and procedures. The concept design developed for the Project prepared satisfies the key following Sydney Trains requirements:

- Safe operation of existing main line traffic.
- Safe operation of unit coal trains entering and exiting the Main Northern Rail Line from the rail spur.
- Minimise impact on current Sydney Trains operations including scheduled passenger and freight timetables.
- Ensure there is sufficient railing capacity on the existing Main Northern Rail Line network for the proposed connection and railing operations.
- Use of infrastructure that is standard and can be maintained in accordance with existing Sydney Trains procedures.

It should be noted that these connection requirements were considered as part of the original Development Application that was recommended for approval and remains largely unchanged.

Consultation will be required to continue with Sydney Trains so that the rail spur turnouts and the mainline crossovers have the required signalling to ensure that there will be minimal impact to the existing functionality of the rail network.

2.3 Project scope and deliverables

2.3.1 Scope

GHD has prepared a concept design of basic details to confirm feasibility of concept, and of sufficient detail to allow assessment and approval of the Project. The following activities have been undertaken in support of this report:

- Location of turnout connection and concept layout.
- Spur general arrangement, including Main Northern Rail Line connection with modelled earthworks and drainage commentary including long sections and grading.
- Bulk quantities generated from the concept design model.
- High-level constraints / risk assessment for the rail spur and Main Northern Rail Line connection.
- Signalling information and preliminary functional specification.

3. Operational description and concept design

3.1 Battery limits

The existing land and rail infrastructure constraints limit the available length for the rail spur, and hence determine the train configuration to be used for the Project. The key infrastructure constraints are:

- The Main Northern Rail Line takeoff needs to be on a straight section of track, meaning the northern most turnouts can be positioned at rail chainage 113.940 km. This is south of the Gosford Road bridge.
- The southern limit of the spur is determined by the Motorway Link Road. The conveyor transfer station needs to be located at this location as well.

Once signal locations on the spur are allowed for, the maximum available spur length is approximately 2,175 m.

Coal will be transferred from the product stockpile to the train load out facility by conventional belt conveyors. The conveyor will be enclosed within a gantry as it crosses over the Main Northern Rail Line. The exact location of individual trestles within the rail corridor have not been defined at this stage, however any necessary impact protection will be provided as required by Sydney Trains.

3.2 Train configuration

In addition to these battery limits, the spur longitudinal grades will typically match those of the Main Northern Rail Line to avoid excessive earthworks and oversized retaining walls. A key operational limitation of the spur is that the train leaves the spur in the opposite direction to which it enters. Conventional balloon loops allow continuous operation for loading and unloading in the same direction. Therefore, the spur will require the provision for turning the train elsewhere if conventional coal wagons are used. There are available stabling facilities near the Port of Newcastle for this purpose. Alternatively, (and preferred), the Project could use specific bi-directional wagons that allow for loading and unloading in any direction. Above rail operators have confirmed both options are feasible, including a range of refinements within them.

To accommodate the preferred option of bi-directional wagons, and to remain within the battery limits as defined, the following train configuration is proposed, and forms the basis of this study:

- Twin AC Traction or 92 type class locomotives front and back (total of four (4) locomotives).
- 60 x 25 tonne axle load wagons such as PTH wagons.

This results in a total train length of 1,057m, which provides the required capacity of 4,380 tonnes per train. These trains are shorter than current typical Hunter Valley standard configurations of 1,530 m.

Further discussion on the train configurations and options considered is presented in Section 3.5.

3.3 Coal transport task

The coal produced at the mine will be of higher quality than the relatively higher ash, medium energy coals typically produced for electricity generation throughout NSW. Product coal will be transported by rail to the Port of Newcastle for export. The current Project development plans have focussed on this marketing strategy.

Due to the proximity of the Vales Point and Eraring Power Stations, some coal could also possibly be sold domestically to these utilities as a higher quality blending coal. Whilst the proposed train configuration is amenable with provision to the power stations, this would only occur subject to the required coal train paths being available consistent with domestic requirements.

Consultations with the Ports Authorities have confirmed that temporary port storage facilities will most likely be relied upon, as opposed to campaign delivery and loading. This will provide flexibility in train operations, and will allow ongoing, regular train movements, as opposed to concentrated movement under campaigning. On average, there will need to be three (3) train loads moved per day with a peak of four (4) trains per day in the later stages of the Project. This will provide for approximately an average of 13,140 tons of coal per day to be railed to the port with sufficient total volume to assemble a Cape Size vessel cargo of 120,000 net tonnes within an acceptable ten-day timeframe utilising dedicated stockpiles at the port.

3.3.1 Port utilisation

The proponent has initiated confidential commercial discussions with the Newcastle Coal Infrastructure Group (NCIG), which offers potential stockpiling capacity. NCIG is one of two port service providers together with Port Waratah Coal Services (PWCS) with whom the proponent has also held discussions. Stockpiling capacity at the port allows producers to meet cargo capacity requirements accrued at a standard rail delivery rate, thus giving the rail operator a relatively standardised delivery schedule.

3.4 Coal handling infrastructure

3.4.1 Overland conveyors

The conveyor from the product coal stockpile to the train load out facility will have a nominal capacity of up to 4,500 tonnes per hour (tph). For the purposes of the concept design, 3,500 tph has been assumed. The arrangements of the conveyors and transfers are indicated on the concept design drawings 22-17704-C200 to C204 inclusive in Appendix A. The conveyor arrangement and load rates are important considerations, as it directly relates to rail load out bin size (storage) and load rates, and ultimately the train dwell time on the spur. The conveyor infrastructure from the product coal stockpile to the train load out facility includes:

- An overland conveyor delivering coal from the product coal stockpile to the eastern side of the Main Northern Rail Line. This conveyor will cross Tooheys Road and interact with the adjacent Boral operation and the Motorway Link Road corridor.
- A bin feed conveyor that will run parallel to the rail spur from the transfer station near the Motorway Link Road to the train load out facility.

The conveyor arrangement is indicated on drawing 22-17704-C200 in Appendix A.

The overland conveyor will predominately follow the existing ground terrain. The conveyor will be a traditional trough conveyor with localised cover and maintenance track beside it. The conveyor will predominantly be within land owned by WACJV, with a section through the adjacent Boral operation and RMS corridor west of the Motorway Link Road Bridge. The conveyor will then pass over the Main Northern Rail Line beside Doyalson Link Road Bridge.

The conveyor will be in an enclosed gantry as it crosses over the Main Northern Rail Line. It will be at a height consistent with the existing road bridge with similar trestle footing spacing.

The overland conveyor will have a drive and transfer to the rail bin feed conveyor. The transfer will be a “hood and spoon” type transfer to industry standard loading practice, providing beneficial dust and noise mitigation. The transfer will be housed within a “hush clad” type enclosure. The transfer station for the overland bin feed conveyor is proposed to be located at the southernmost extent of the proposed rail spur corridor.

The bin feed conveyor will be predominately ground mounted, running parallel to the rail spur and will be outside the rail corridor. The conveyor will be elevated above ground where it rises to feed the bin. It will potentially feed the train load out bin at an offset of approximately 5 m off the rail spur centreline. There will be a vehicular track for access and maintenance alongside the conveyor.

3.4.2 Train load out facility

The train load out facility will be defined in the detail design phase, and integrated with the stockpile capacity, conveyor rates, and train loading schedule requirements. For the purposes of this study, a batch weigh system has been assumed, consistent with industry practice.

Current considerations support in the order of a 4,500 tonne per hour capacity bin, which equates to dimensions of approximately 12 m diameter and up to approximately 28 m high at the feed in conveyor, with a housing and roofing structure positioned above this.

The load out facility will sit directly above the centreline of the rail spur.

3.5 Rail arrangement and operations

Sydney Trains is the owner and operator of the Main Northern Rail Line between the Project and Broadmeadow. At the Project site, the following arrangement is proposed:

- The connection of the rail spur to the mainline immediately south of the Gosford Road Bridge.
- The spur is a single track with the ability to hold one train of 1084 m length. It has a single mainline connection.
- The existing mainline crossovers are located approximately 500 m north of the Gosford Road Bridge. These will be utilised to access the northbound line.
- The spur continues south and terminates immediately north of the Motorway Link Road Bridge.

The total spur length will be in the order of 2,220 m. With reference to Section 3.2, this means the “northern” locomotives will not pass under the load out bin.

The northern end of the rail spur will be within the Main Northern Rail Line corridor for approximately 730 m, prior to deviating east into the Crown Road corridor. The spur continues south to the train load out facility and continues to a point immediately north of the Motorway Link Road Bridge. All train loading infrastructure is located on land adjacent to and separate from the Main Northern Rail Line corridor.

The spur arrangement is outlined on the drawings in Appendix A. These drawings position the rail infrastructure as follows, in reference to approximate TfNSW rail chainage locations (chainages in brackets are on spur):

- Crossovers 114.515 km
- Gosford Road Bridge overpass 113.980 km
- Mainline connection 113.940 km
- Northern point of Crown Road corridor (113.210) km
- Train Load Out Facility location (112.785) km
- Southern end of rail spur (111.710) km
- Motorway Link Road overpass (111.665) km

Primary Rail drawings (attached in Appendix A) to reference are 22-17704-C003, C204, C205 and C206.

3.5.1 Train configuration staging options

As outlined in Section 3.2, the preferred train configuration forming the basis of design comprises 4 locomotives in a twin push-pull arrangement with 60 wagons (of 25 tonne axle load), providing a total train length of 1057 m. The arrangements shown on the drawings provide for a train length of 1084 m to allow for differing operator/wagon options. This arrangement suits the projected peak mine production. In the early stages of operation, shorter trains will be suitable. It is likely that 44 wagon trains will be sufficient for the first two and a half (2.5) years of production.

Recent TfNSW modelling indicates that AC traction or 90 class locomotives will be required to operate the train configuration and negotiate the relatively steep grades (~2.5%) of the Fassifern Bank. Rail operators will continue to be actively engaged to confirm locomotive requirements prior to development.

Based on commencement of production in 2020, the expected ramp up of production is as follows:

2020	176 kt
2021	598 kt
2022	1,865 kt
2023	4,005 kt
2024	3,389 kt
2025	4,025 kt
2026	4,670 kt
2027	4,172 kt
2028	4,670 kt
2029	4,824 kt
2030	4,845 kt
2031	4,356 kt
2032	4,406 kt

3.5.2 Operations at the train load out facility

The train operations at the load out facility will be as follows:

- A wagon closing trigger will be located before the bin to ensure the wagon doors are closed.
- A train speed control telemetry system will be installed to manage train speed whilst loading.
- The bin will have automated controls with track weigh scales before and after the bin along with other standard controls to alert of the arrival of partially loaded wagons and alert the system of empty, light, uneven or overloaded wagons.
- The bin location will have a coal spill pit to contain an unexpected event at bin or wagon loading.
- Derailment detectors will be installed on either side of the bin to analyse entering and exiting trains.
- Bin controls will be integrated with the coal stockpile management system.
- It is anticipated that there will be minimal pre-filling of the bin, and the total time for train arrival to departure will be around 1.5 hours.

3.6 Train speed data

Train speeds on departure and arrival are influenced by a range of factors and need to be confirmed in subsequent phases of the design, in conjunction with Sydney Trains, TfNSW and rail operators. For the purposes of this study, the following assumptions were provided to TfNSW for the mainline path modelling:

Arriving at site

- The turnouts off the main line will be rated at 60 km/h.
- The train will reduce from 60 km/h to 40 km/h on the main line.
- The head of the train configuration will leave the main line at 40 km/h.
- The tail will exit the mainline at 20 km/h (speed limited under bin 15 – 20 km/h).
- To clear the main line, each train will require approximately 4 minutes plus the reduction of speed on the Main Northern Rail Line utilising approximately 1 minute of path.

Leaving site

- The emergency crossover south of Wyee Station is currently restricted to a maximum of 25 km/hr. Therefore, the train will not exceed this speed until cleared. The crossover could be upgraded to 60 km/hr.
- If the crossovers are upgraded to 60 km/h, it takes approximately 6 minutes to match the speed profile of a “through train”.
- The design currently has approximately 550 m from the spur release signal to the cross over from the up (southbound) line to the down line (just south Wyee station).
- The time to clear the up line will be in the order of 4 minutes.

3.7 Pathing demand

Based on the above description of the proposed train spur arrangement and train configuration, the Project's required train paths can be determined.

Based upon a maximum annual production rate of 4.8 Mtpa annualised for both 300 and 330 days of rail availability, this will consist of 60 wagons x 100 t (78.3 t Net) at 94% loading efficiency resulting in approximately 4380 tonnes per train. This requires the following average train cycles per day to assemble product coal at the port.

In a typical year, 300 to 330 days of raiiling have been used as the design basis, which is the expected availability of the rail network. The useable available days for raiiling are dependent on stockpile capacity, coal production, longwall moves and rail outages.

- For production rates until 2026 (up to 4.3 Mtpa), 330 raiiling days, port storage capacity, 4,380 t per train, equates to 3 trains per day.
- Alternate train configuration options are:
 - At 4.8 Mtpa, 300 raiiling days, port storage capacity, 4,380 t per train, equates to 3.65 trains per day.
 - At 4.8 Mtpa, 330 raiiling days, port storage capacity, 4,380 t per train, equates to 3.32 trains per day.
 - At 4.8 Mtpa, 330 raiiling days, port storage capacity, 4,924 t per train (30 tonne axle load (TAL) train), equates to 3.0 trains per day.
 - At 4.8 Mtpa, 330 raiiling days, port storage, 4,440 t per train (25TAL train at 94.5% loading efficiency), and running a fourth train on Saturday and Sunday equates to 3 trains per weekday and 4 trains per day on Weekends.
- In consideration of the production ramp up (Section 3.5), only 3 paths per day are required until 2026, which allows for operations to start with the smaller 44 wagon (3,212 tonne) for the first 2.5 years of production.

Based on the above estimates, train path requirements have been assessed based up to 4 trains per day.

3.8 Sydney Trains access

The train load out facility will be located on a Crown Road alongside the existing main line. The existing vehicle maintenance path for the Main Northern Rail Line will remain and will not be affected other than at the location of the main line connection. The maintenance track level crossing of the rail spur in the area near the exit signal position will be determined in the detailed design phase. There will be a fenced demarcation between the main rail corridor and the Crown Road with standard safety and operating protocols put in place.

4. Rail system capacity assessment

The train and spur information outlined above was provided to TfNSW for the purposes of network modelling. The objective of the modelling was to confirm the availability of train paths required for the Project.

The TfNSW modelling confirms that running 3 to 6 trains per day with either 25TAL or 30TAL is viable within the existing pathing capacity.

Further, their study has confirmed that there will be no additional infrastructure requirements between the train loading point and the port of Newcastle when using the required number of paths needed and a 25 TAL capacity.

The memorandum from TfNSW outlining their study outcomes is contained in Appendix E.

4.1 Capacity assessment

The requirement is for 3-4 return paths between Wyong and Islington Junction through to the port terminals at Kooragang Island. Three paths per day will be sufficient for the projected coal production to 2026.

Transport options analysed:

1. 25TAL wagon train with 44 wagons (3 locomotives – 81 class 44aci)
2. 25TAL wagon train with 60 wagons (4 locomotives – 90/92 class 44aci)
3. 30TAL wagon train with 54 wagons (4 locomotives – 92 class 44aci)

We would note that the 30TAL wagon train has a track speed limit of 60 km/h, whereas the 25TAL wagon train has a limit of 80 km/h.

The paths were modelled with an additional standard 5% allowance of the running time, which is likely to require the use of a Down Awaba loop should 30TAL trains be used.

The modelling included:

- 1.5 hours dwelling time on the rail spur
- 1.5 hours dwelling time at the port of Newcastle
- TfNSW model only extends to Islington Junction, beyond which we assume a travel time to port of 15 mins each way
- Availability of concurrent ARTC paths (ARTC have now confirmed the availability of concurrent paths to Port)

Table 4-1 25 Tonne Axle - 44 Wagons not limited to 60 km/h (Using 81 Class locomotive and turn around at Carrington)

Paths	Down Loaded			Up Empty	
	Dep Wallarah	Needs Loop?	Arr Islington	Dep Islington	Arr Wallarah
1	23:53	No	01:00	04:43	05:44
2	4:09	No	05:14	08:06	09:07
3	7:19	No	08:26	12:46	13:47
4	11:28	Yes	12:45	14:55	15:56
5	15:22	Yes	17:30	20:45	21:46
6	17:38	No	18:44	01:00	02:01
1	23:53	No	01:00	04:43	05:44

4.2 TfNSW results

25 TAL – 60 Wagons

The graphical representation attached in Appendix E, illustrates the modelled train paths for the Project. For the 25 TAL with 60 Wagons, the speed is not limited to 60 km/h and thus does not require the use of a passing loop at Awaba.

The paths indicated in the thicker 'Blue' line are the loaded trains travelling from the Project (Walarah) to the Port towards (Islington Junction) in the down direction. The path indicated by the 'Green' line refers to the second rolling stock operation.

The table below indicates the arrival and departure times both at the Project and the port and provides multiple links with available return paths

Table 4-2 25 Tonne Axle - 60 Wagons not limited to 60 km/h (Using 92 Class locomotive)

Paths	Down Loaded			Up Empty	
	Dep Wallarah	Needs Loop?	Arr Islington	Dep Islington	Arr Wallarah
1	23:53	No	00:57	04:43	05:48
2	04:09	No	05:11	08:06	09:11
3	07:19	No	08:23	12:46	13:52
4	11:28	Yes	12:41	14:55	16:00
5	15:22	Yes	17:27	20:45	21:50
6	17:38	No	18:41	01:00	02:21

30 TAL – 54 Wagons

For the 30 TAL with 54 Wagons, the speed is limited to 60 km/h and analysis shows that a passing loop at Awaba is required to provide a substantial path.

The table below indicates the arrival and departure times both at the Project and the port and provides multiple links with available return paths.

Table 4-3 30 Tonne Axle - 54 Wagons Limited to 60 km/h (Using 92 Class locomotive)

Paths	Down Loaded			Up Empty	
	Dep Wallarah	Needs Loop?	Arr Islington	Dep Islington	Arr Wallarah
1	23:53	No	00:59	04:43	05:48
2	04:07	Yes	05:26	08:06	09:11
3	07:20	No	08:25	12:46	13:52
4	11:28	Yes	12:43	14:55	16:00
5	15:22	Yes	17:28	20:50	21:55
6	17:39	Yes	19:15	01:00	02:21

4.3 Level crossing impacts

GHD also examined the impacts on closure times at the St James Road level crossing at Adamstown and the Clyde Street level crossing at Islington. Combined with figures from the recent Cobbora Environmental Assessment (EMGA Mitchell McLennan September 2012), 432 minutes per 24-hour day (30% of each [24-hour] day) in total at St James Road and 463 minutes per day (32% of each day) at Clyde Street have been determined as existing closure times.

Based upon coal production as described in this report, a theoretical maximum of 4 coal train cycles per day, 7 days a week could be required to assemble coal at the port of Newcastle. However, based on the overall raiing days per year, the average daily train movements for the Project will be at a more uniform rate of 3.5 coal train cycles per day.

Assuming similar future level crossing closure times for the coal trains as those reported in the recent Cobbora Environmental Assessment (EMGA Mitchell McLennan September 2012), which were 7-8 minutes typically in the loaded direction and 5-6 minutes typically in the empty direction, the train cycles for the Project will add approximately 45 minutes per day of level crossing closures. Adding the additional closure times due to the Project to the existing closure times will therefore result in a cumulative closure of 477 minutes (33% of each day) and 508 minutes (35% of each day) at the St James Road and Clyde Street level crossings respectively. These increases represent up to a 3% increase on the current closure times for each case.

In comparison to the original rail transport proposal for the Wallarah 2 EIS, the direct impacts attributable to Wallarah 2 trains decreases by 11 minutes at the St James Road and Clyde Street level crossings respectively.

The cancellation of the Cobbora project has resulted in the expected future level crossing closure times with the Project operating at full capacity to be below the proposed level that would have resulted from the now abandoned Cobbora project.

It should also be noted that, based on path timing and the train delivery cycle the majority of the paths and travelling times are likely to occur in the periods that will not affect peak morning and afternoon vehicular traffic on St James Road and Clyde Street.

The existing level crossing delays at the St James Road and Clyde Street Level Crossings, and any projected future increases as a result of Project are an acknowledged concern of the NSW government's transport agencies. Detailed proposals have been developed by these agencies for the reduction and mitigation of current and projected future delays to road traffic, particularly at the St James Road level crossing at Adamstown.

In the Draft NSW Freight and Ports Strategy (NSW Government, November 2012), Item T-40 of the recommended works program proposes real time information is installed at the affected level crossings in the Newcastle area. This initiative is to commence at the St James Road level crossing at Adamstown, and will be used to advise motorists on train arrivals and expected road delays and to construct intersection improvements on alternative routes to attract traffic away from these crossings. More significantly, in the longer term as identified under Item T-9 of the recommended works program, a Newcastle rail bypass corridor will be required. Corridor planning investigations are recommended to be undertaken to identify a corridor for preservation. These works will form part of the Northern Sydney Freight Corridor (NSFC) Stages 2 and 3 works.

5. Track and earthworks design

5.1 Scope specifications

GHD have produced a concept rail spur and turnout connection layout that is feasible in terms of satisfying the basic concept requirements of:

- An appropriate level of compliance to Technical Standards for Unit Train Loading.
- Technical standards in relation to main line connections.
- Loading a standard approx. 3,200 to 5,000 tonne train (coal product).
- Fitting the rail alignment and train loading facility within the required property boundary, noting that the northernmost ~700 m is in the rail corridor.
- Placement of the loading point within a minor cutting to minimise visual impacts.

5.2 Estimated bulk quantities

The design for the rail infrastructure has been carried out using a concept level digital rail model. The modelling was able to confirm bulk quantities including rail vertical and horizontal design alignment, bulk cut, bulk fill, and select fill for subgrade construction and track ballast quantities upon further design development.

The following summarises the bulk quantities generated from the digital rail model.

Earthworks

For rail corridor only:

- Total cut: 22,500 m³
- Total fill: 79,000 m³
- Fill required: 56,500 m³

On the reasonable assumption that 10 to 15 percent of cut is not suitable for fill, the Project will require approximately 60,000 m³ of fill materials of suitable quality to create the formation required.

Table 5-1 Bulk quantities

Quantity Description	Quantity	Unit of Measure	Comment
Clear & grub low density vegetation	~36,000	square metres	
Stripping of topsoil	~36,000	square metres	
Bulk Cut – Other than rock (Batter slope 1V:2H)	Unknown	cubic metres	subject to further geotechnical investigation
Bulk Cut – Rock (Batter slope 1V:2H)	Unknown	cubic metres	subject to further geotechnical investigation
General Fill	~65,000	cubic metres	
Structural Fill	~10,000	cubic metres	
200 mm at CBR>50	~4,500	cubic metres	

Quantity Description	Quantity	Unit of Measure	Comment
Track Length	2,250	linear metres	
Rail (1XC)	4,500	linear metres	
Aluminothermic Welds - Plain Track	~44	welds	
Aluminothermic Welds - Turnouts	TBA	welds	
Glued Insulated Joints (GIJ)	~9	joints	
Sleepers	~4,200	sleepers	
Turnouts (500:15 Tangential)	3	turnouts	
Ballast	~11,000	tonne	
Bridges and culverts	As per mainline		

Bulk earthworks

This is a preliminary estimate of earth works volume to suit the rail corridor works for Project. The basis of the work to date is:

- The alignment used is consistent with the main line grades, which is steeper than typically use on coal rail spurs, but has been confirmed suitable by above rail providers.
- The volumes are based on design option using retaining walls along the privately owned land (east) and conventional earthworks batters on the main line rail side (west).
- Bridges over creek lines have been included.
- An assumption that the construction programme will be approximately a 6 months' earthworks campaign, which is consistent with typical rail projects of this size.

Intersection performance

On the basis of the current arrangement and observed use, we expect the intersection of Thompson Vale Road and Motorway Link Road will be suitable for use by the Project for the construction and operation phases.



Motorway Link Road has a left and right turning lane for entering Thompson Vale Road, but no lanes for exiting Thompson Vale Road.

6. Conclusions and recommendations

The required coal-handling infrastructure can be constructed and the train paths are available to transport the Projects coal product by the proposed alternate coal load out system to the Port of Newcastle. As with the previously proposed rail load out arrangements, this assessment has confirmed that the interface with existing rail assets can be appropriately managed.

The requirement for connection to the Main Northern Rail Line is largely unchanged from the previous assessment of the Development Application. It is clearly understood that the final detailed design, construction and operation of this infrastructure will require ongoing consultation and the ultimate approval from Sydney Trains and other key coal chain stakeholders.

In comparison to the original EIS Rail Study train pathing requirements, the proposed option provides a better outcome associated with level crossings, with closure times decreased by 11 minutes per day at the St James Road and Clyde Street level crossings respectively.

Appendices

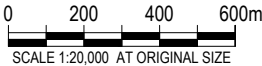
Appendix A – Site and track alignment concept design drawings



PLAN
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F	CONVEYOR DRIVE LOCATION REVISED	J.J			29.03.16	
E	CONVEYOR DRIVES ADDED	J.J			23.02.16	
D	UPDATED MINES OPERATIONS DAM	J.J				
C	UPDATED RAIL CHAINAGES	S.R				
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Rev:	G



PLAN

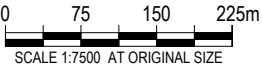
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LEGEND

- RAIL SLIDING
- CONVEYOR
- EXISTING OVERHEAD POWERLINES

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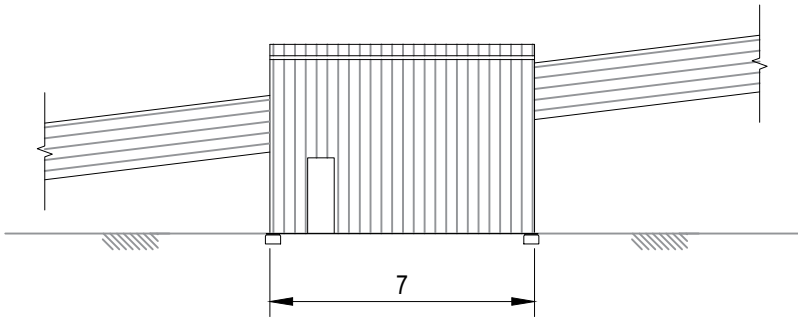
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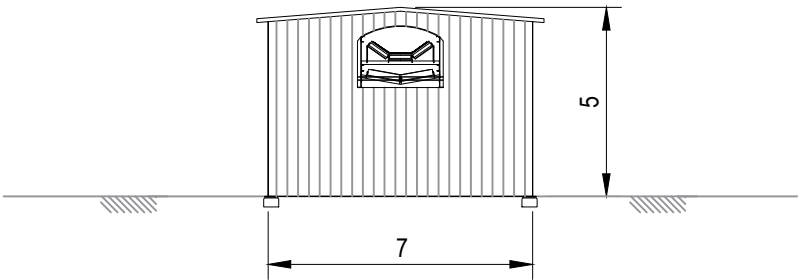
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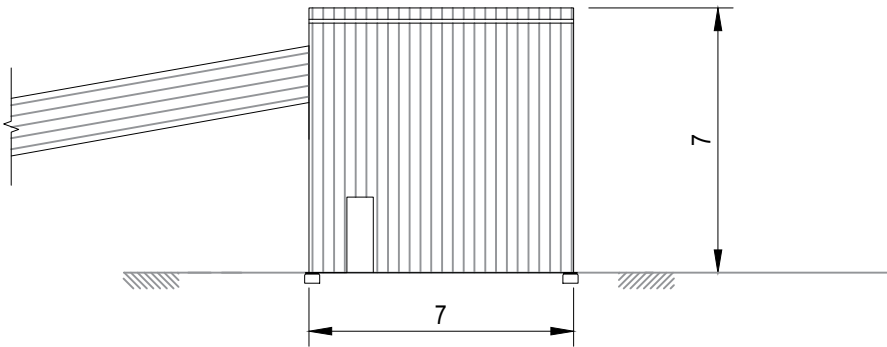
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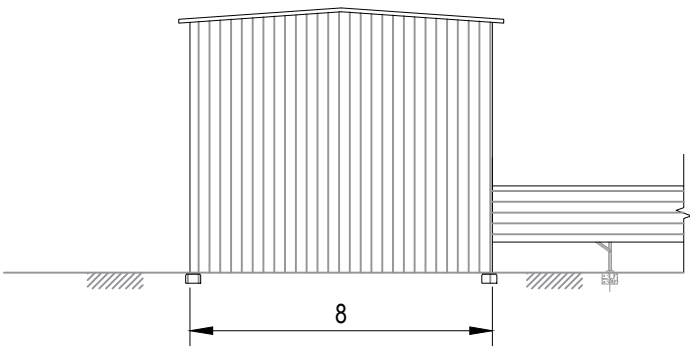
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DRIVE STATION
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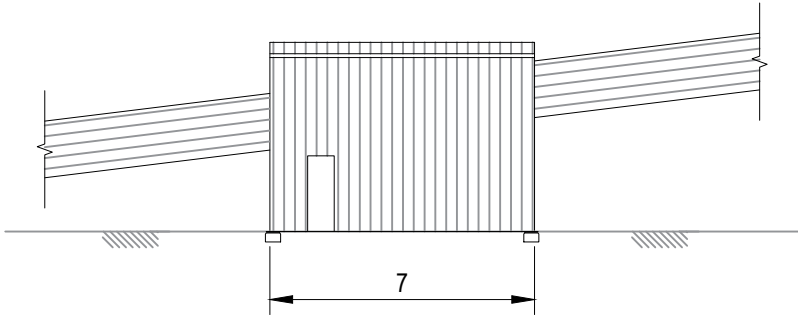


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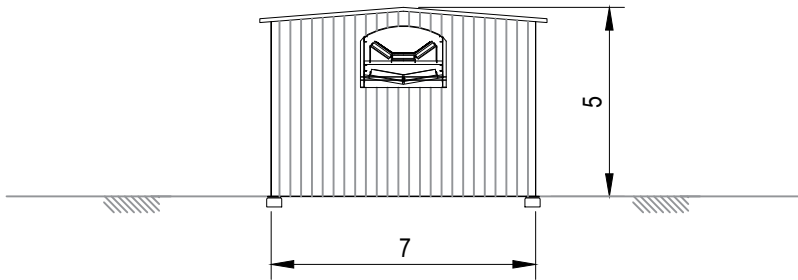
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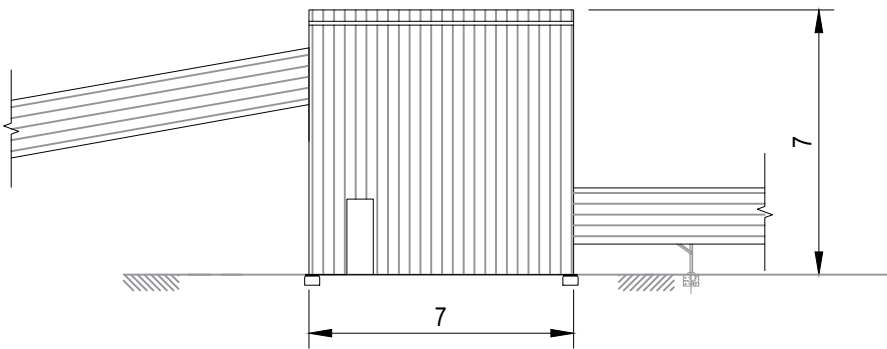
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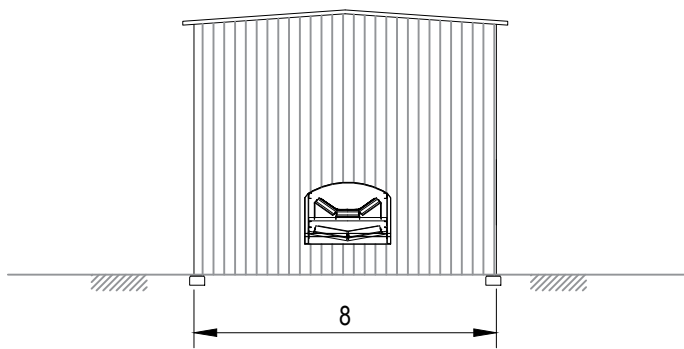
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TRANSFER STATION

EAST ELEVATION

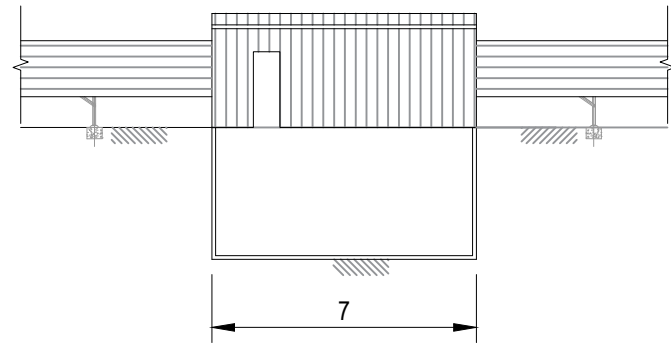
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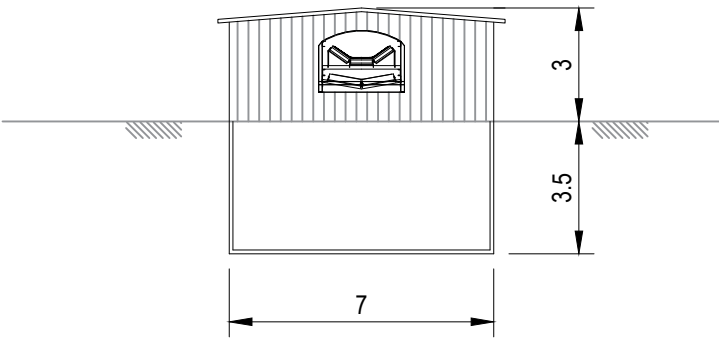
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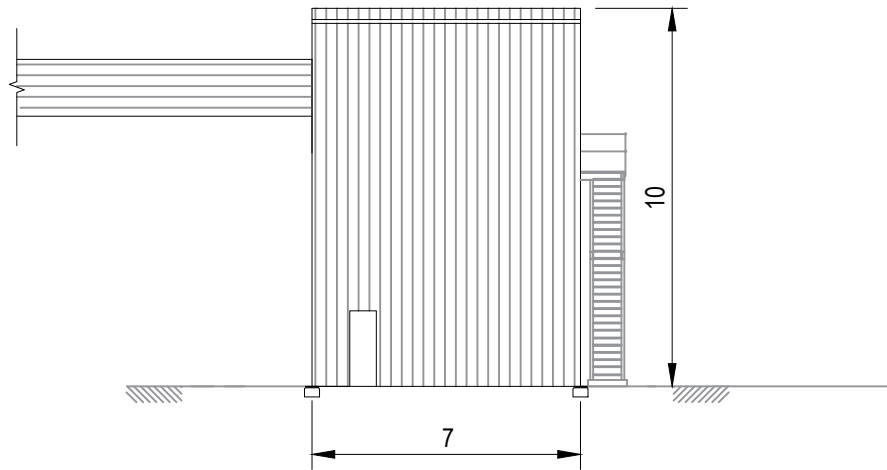
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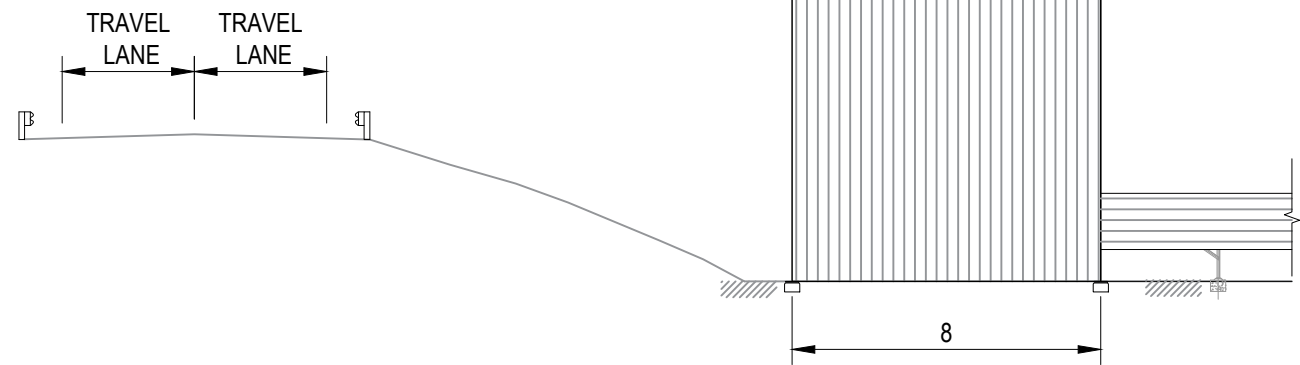
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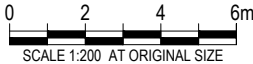
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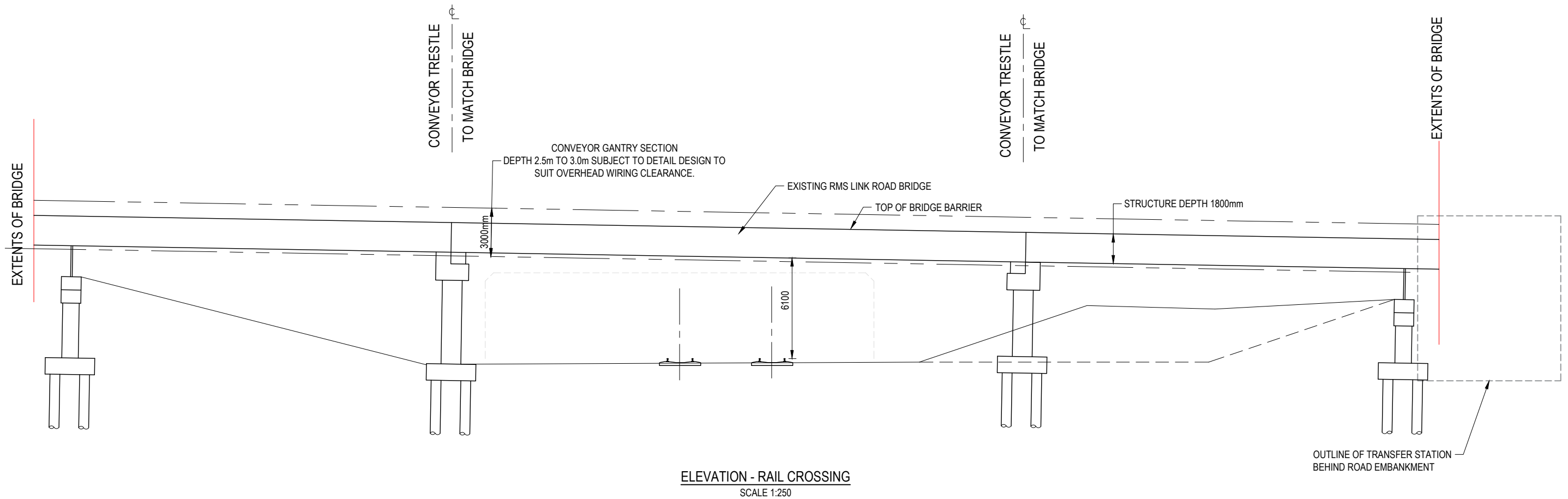
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WALLARAH 2
OVERLAND CONVEYOR LINK ROAD BRIDGE
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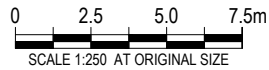
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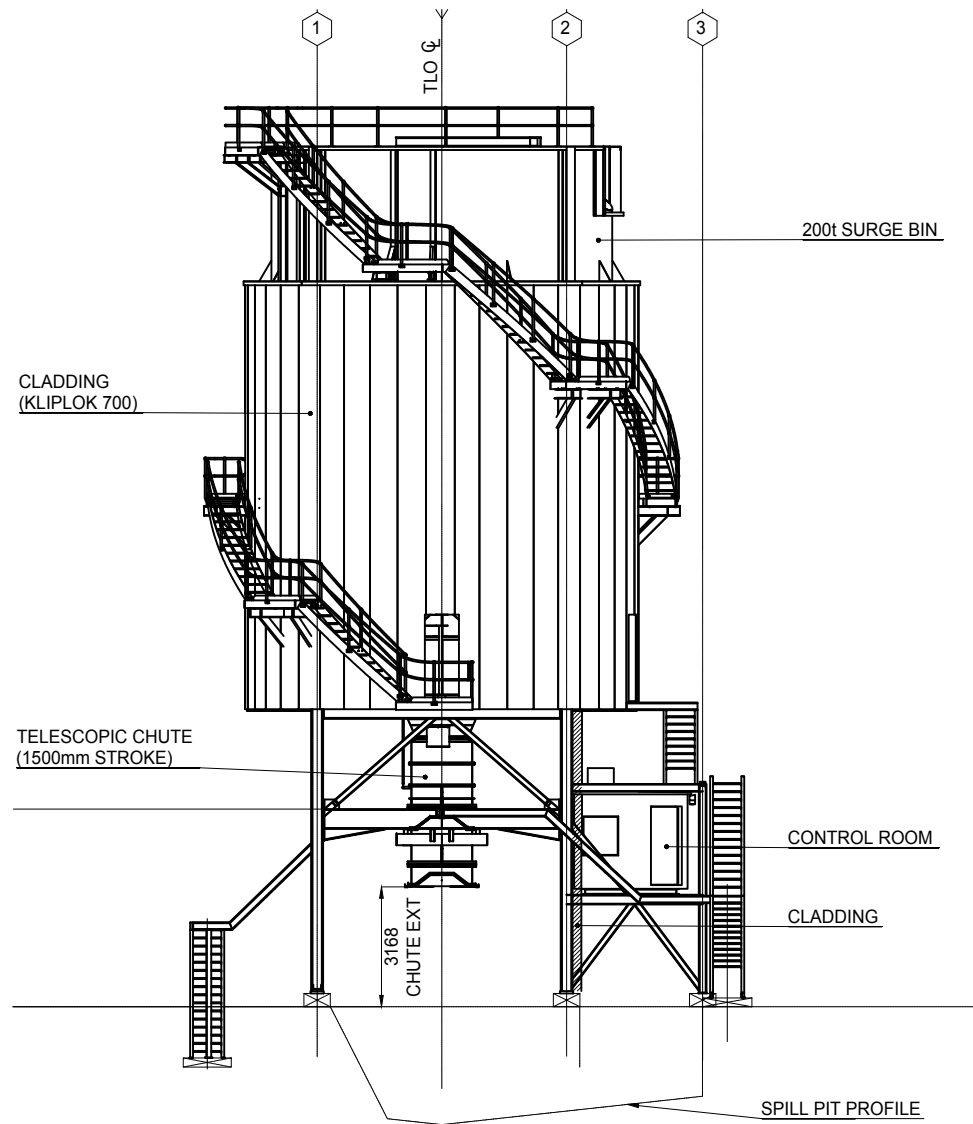
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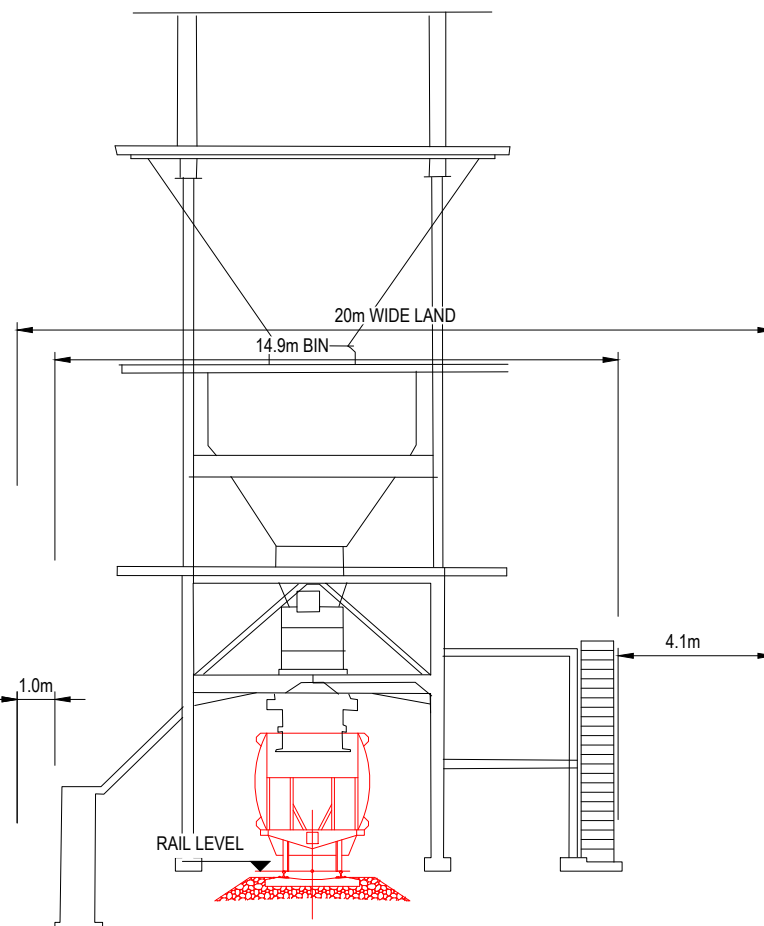


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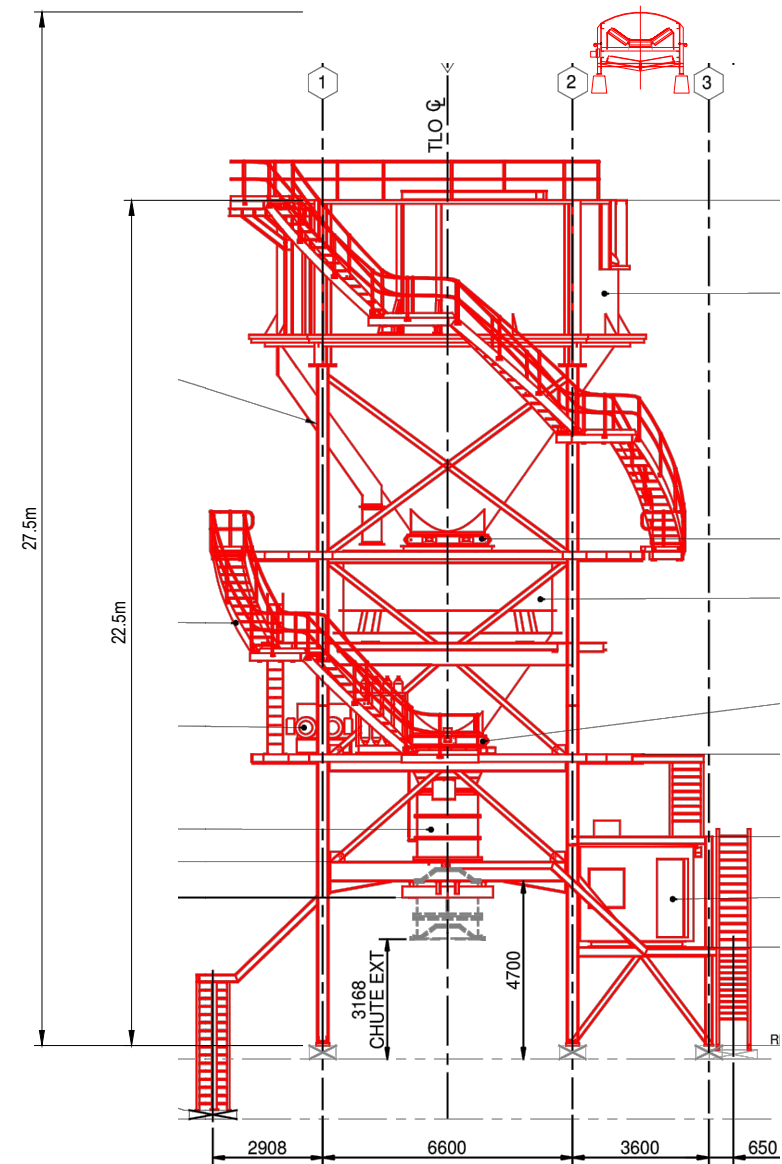
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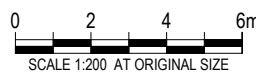
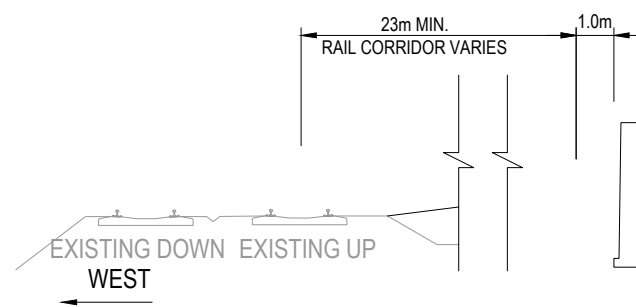
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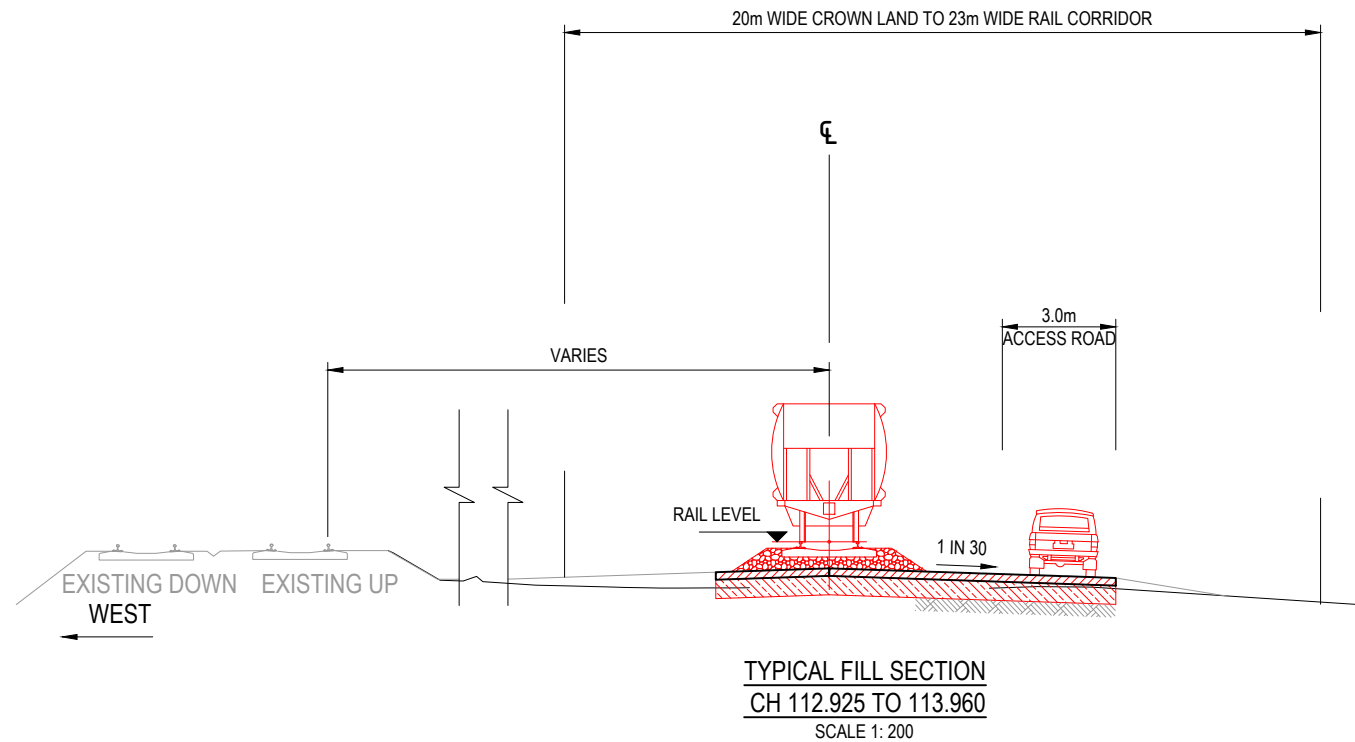
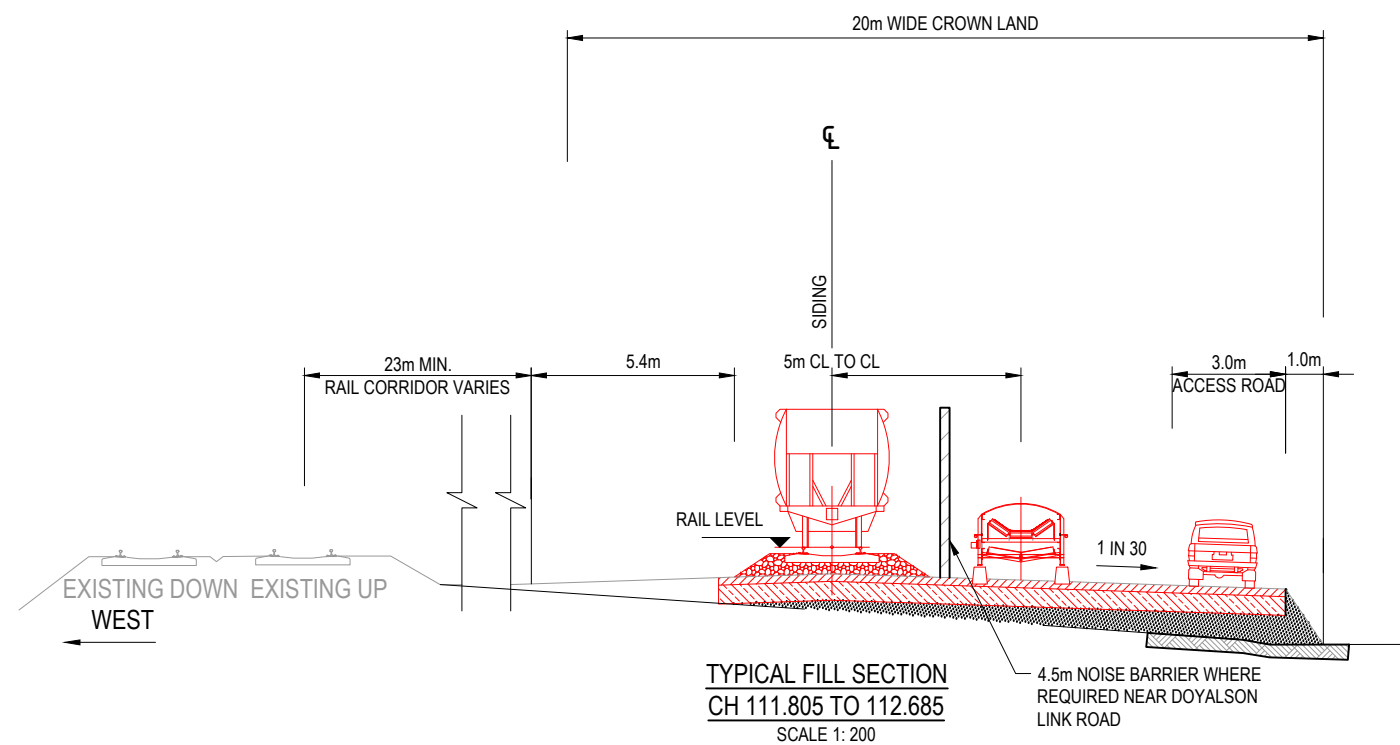
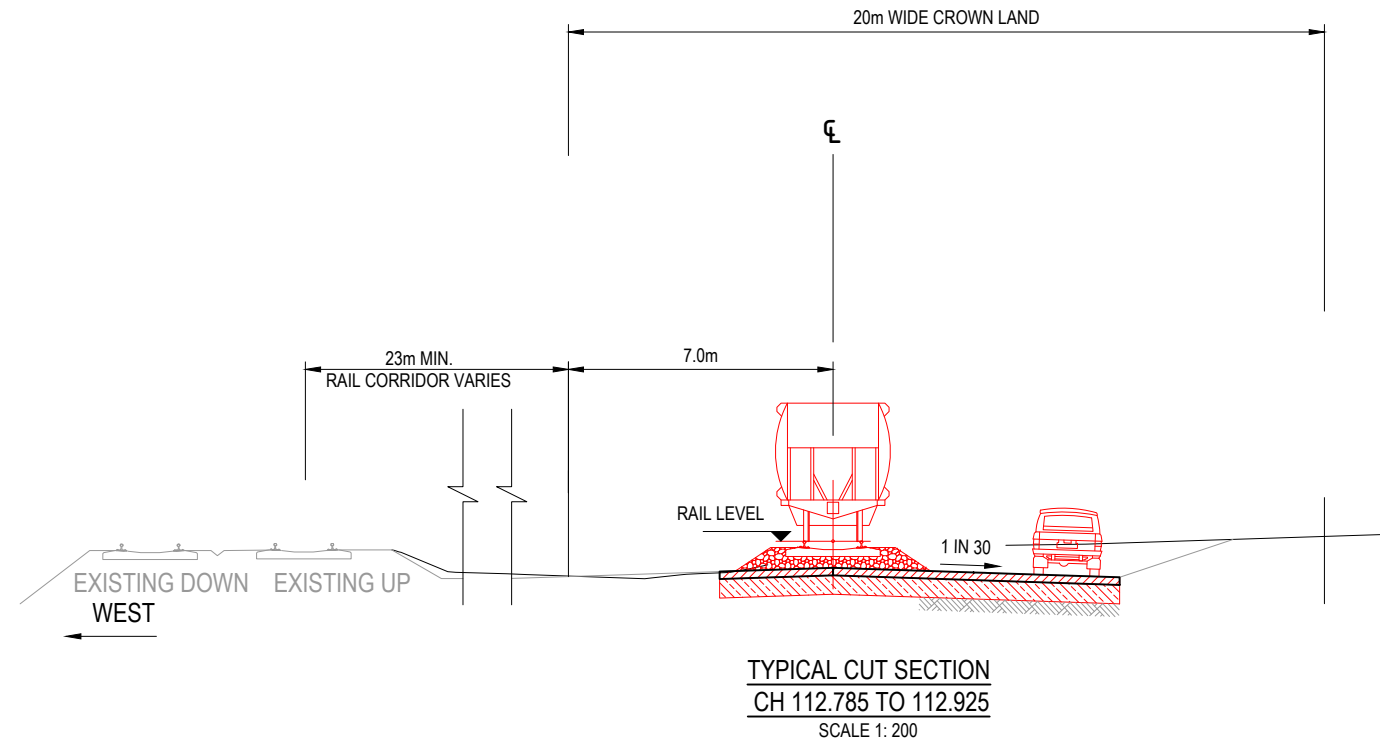
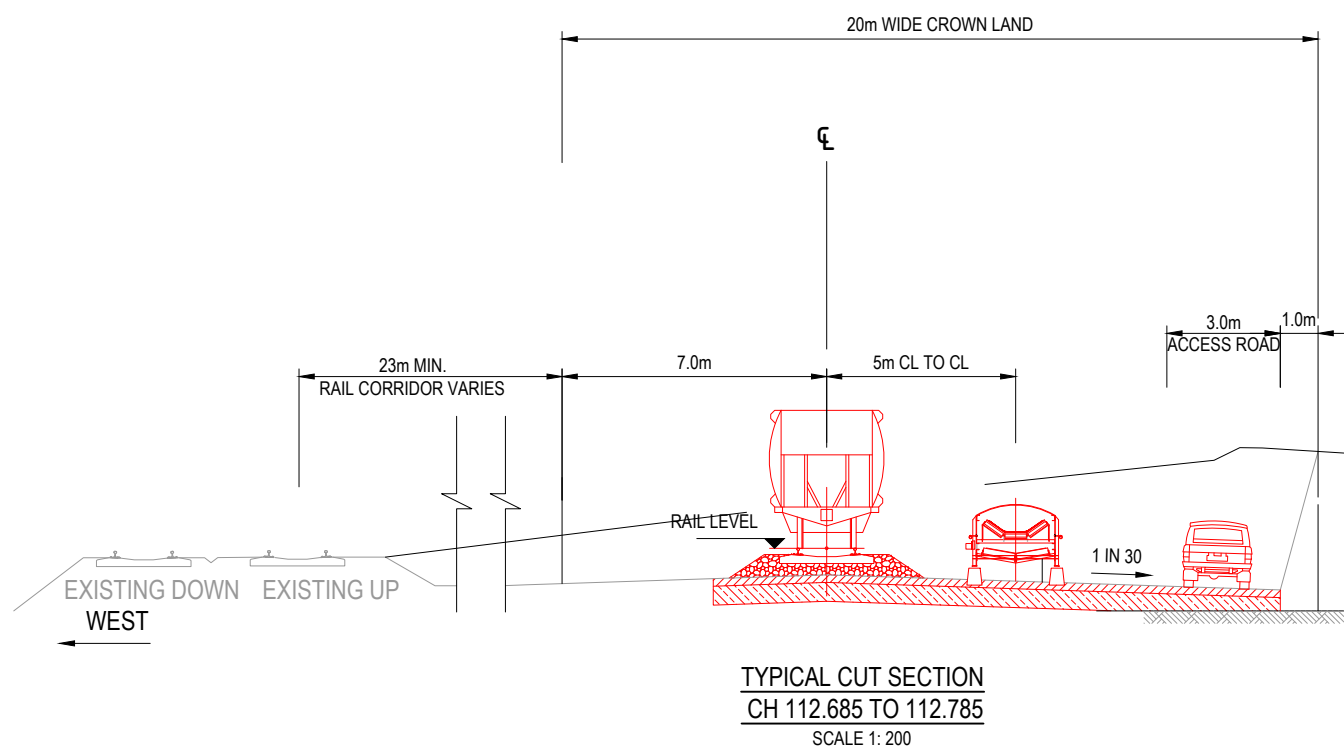


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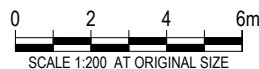
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GENERAL ARRANGEMENT					



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Project **RAIL SPUR**
Title **TYPICAL SECTIONS**

Original Size **A3** Drawing No: **22-17704-C206**

Rev: **A**

Appendix B – Rail operational dates

Wallarrah 2 Coal Project Indicative Production Schedule

	2015	2016	2017	2018	2019	2020		2021				
	DA	Study	Approval	Mobilisation	Drift	Q3	Q4	Q1	Q2	Q3	Q4	Q1
Longwall												
Development						50,000	126,189	149,508	149,508	149,508	149,508	163,247
Monthly Total						50,000	126,189	149,508	149,508	149,508	149,508	163,247
Annual Total							176,189				598,033	

Start here
with 3 x TT
Loco's, 44 x
100t
wagons,
length
777m,
payload
3,212mtpa

Rampup period

2022			2023				2024				2025			
Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4
200,000	350,000	662,897	854,970	854,970	854,970	854,970	698,707	698,707	698,707	698,707	861,832	861,832	861,832	861,832
163,247	163,247	163,247	146,342	146,342	146,342	146,342	148,739	148,739	148,739	148,739	144,664	144,664	144,664	144,664
363,247	513,247	826,143	1,001,312	1,001,312	1,001,312	1,001,312	847,446	847,446	847,446	847,446	1,006,496	1,006,496	1,006,496	1,006,496
		1,865,884				4,005,248				3,389,782				4,025,985

Begin here
with 4 x TT
Loco's, 60 x
100t
wagons,
length
1,057m,
payload
4380mtpa

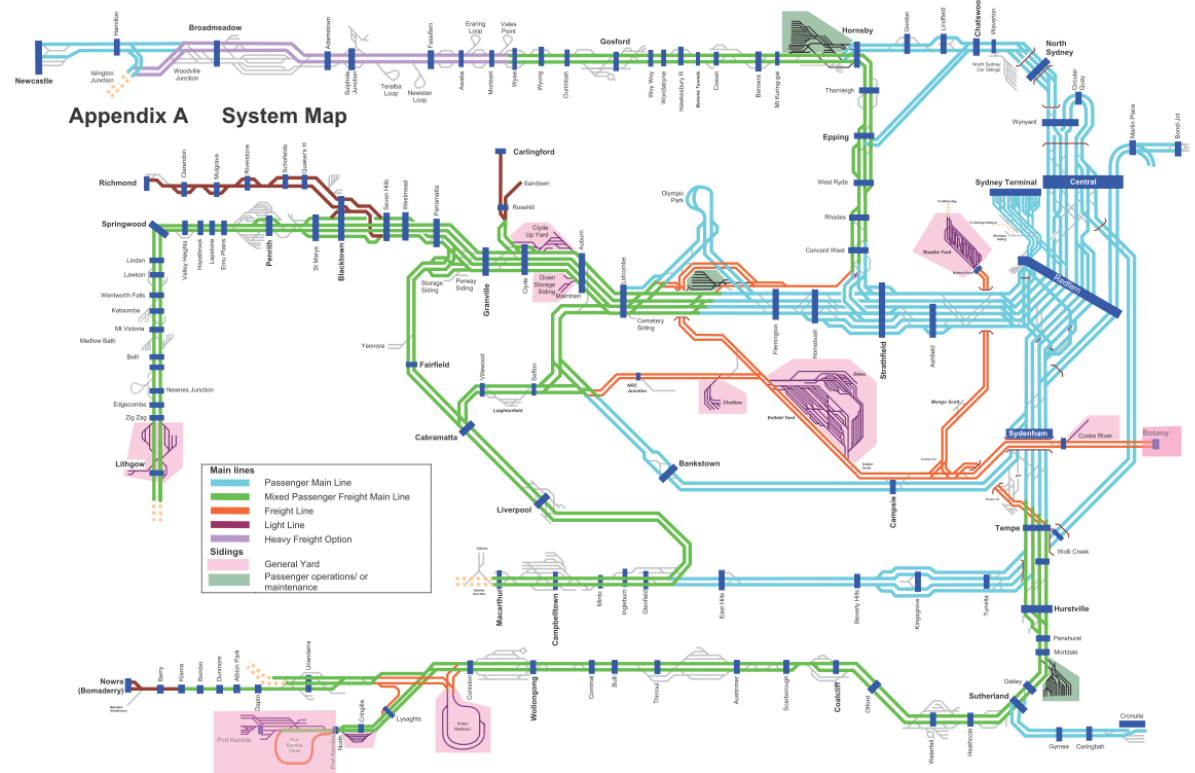
2026				2027				2028				2029		
Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3
1,023,059	1,023,059	1,023,059	1,023,059	891,241	891,241	891,241	891,241	1,027,390	1,027,390	1,027,390	1,027,390	1,065,789	1,065,789	1,065,789
144,541	144,541	144,541	144,541	151,973	151,973	151,973	151,973	140,111	140,111	140,111	140,111	140,430	140,430	140,430
1,167,600	1,167,600	1,167,600	1,167,600	1,043,214	1,043,214	1,043,214	1,043,214	1,167,501	1,167,501	1,167,501	1,167,501	1,206,219	1,206,219	1,206,219
			4,670,400				4,172,855				4,670,004			

2030					2031				2032			
Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4
1,065,789	1,065,942	1,065,942	1,065,942	1,065,942	988,661	988,661	988,661	988,661	1,006,297	1,006,297	1,006,297	1,006,297
140,430	145,476	145,476	145,476	145,476	100,464	100,464	100,464	100,464	95,371	95,371	95,371	95,371
1,206,219	1,211,418	1,211,418	1,211,418	1,211,418	1,089,125	1,089,125	1,089,125	1,089,125	1,101,669	1,101,669	1,101,669	1,101,669
4,824,875				4,845,672				4,356,501				4,406,674

Appendix C – Track diagram – Main Northern Rail Line

RailCorp Engineering Standard — Civil
Track System

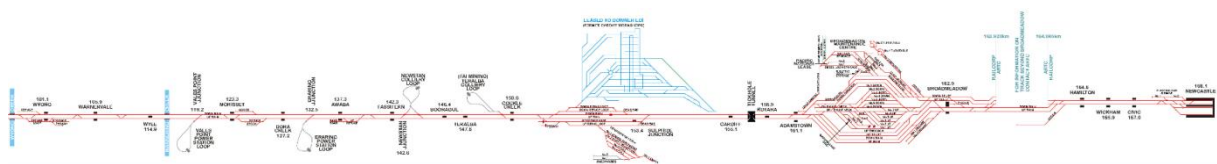
ESC 200

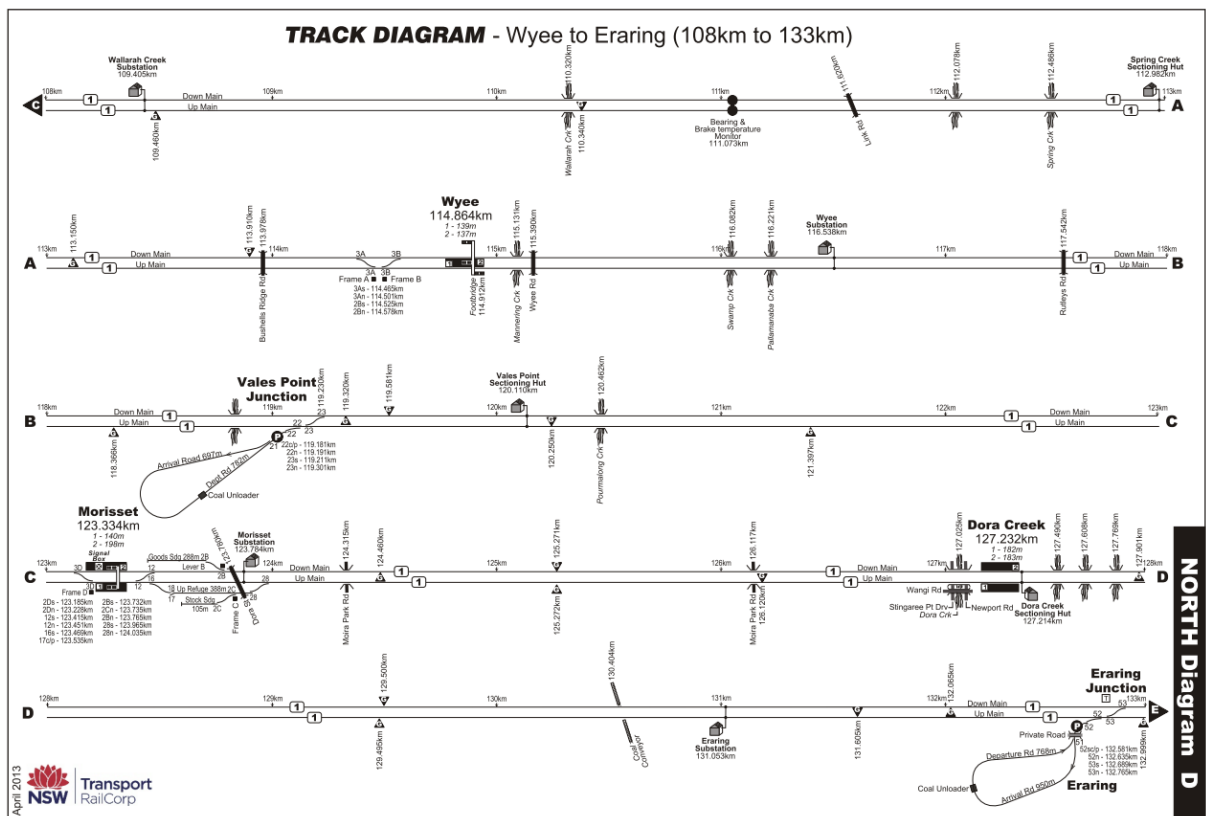


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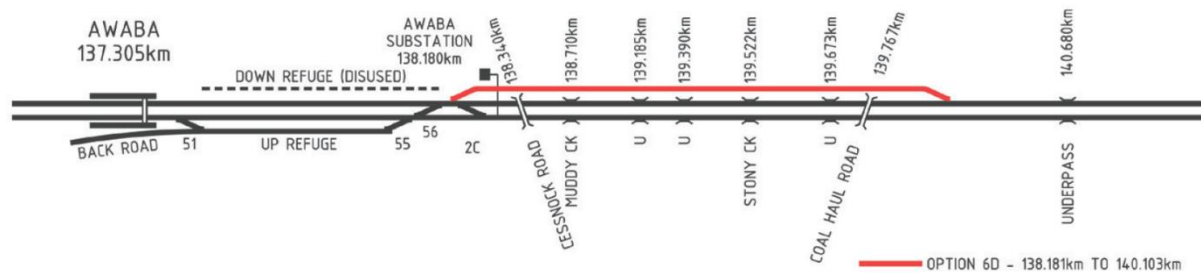
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Future proposed down passing loop that may be required in 2026.



Appendix D – Sydney Trains 3rd party connection requirements

See documents:

Connection agreement – Private Spurs

Sydney Trains Revised – Revised interface agreement

INTERFACE AGREEMENT

**MANAGEMENT OF RISKS TO SAFETY AND THE ENVIRONMENT THAT
MAY ARISE DUE
TO RAIL OPERATIONS AT PRIVATE SIDING CONNECTIONS**

Between

SYDNEY TRAINS

and

[NAME OF THE SIDING USER]

[SITE/ OWNER - LOCATION]

2015

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INTERFACE AGREEMENT

DATE: This ## day of ## 2013

BETWEEN: **Sydney Trains**

(ABN 38 284 779 682) of Level 20, 477 Pitt Street Sydney NSW 2000 (“**Sydney Trains**”)

AND: [Name of the Siding User]

(ABN [00 000 000 000]) of [Address, State] (“**Siding User**”)

each a party and together the parties.

Background

- A.** Sydney Trains and the Siding User acknowledge the existence of Rail Infrastructure at the interface of the Metropolitan Rail Network (MRN) and the Private Siding operated by the Siding User.
- B.** The Rail Safety National Law requires a rail infrastructure manager of a Private Siding that is to be (or continue to be) connected with, or to have access to, a railway of an accredited person or another Private Siding to:
 - (a) comply with the interface agreement requirements of Part 3 Division 6 Subdivision 2 insofar as it is relevant to the railway operations carried out in the Private Siding; and
 - (b) seek to enter into an interface agreement under Part 3, Division 6, Subdivision 2 of the Rail Safety National Law with the accredited person or rail infrastructure manager of the other Private Siding (as the case may be).

- C. The parties have entered into this Agreement in order to comply with their obligations under the Rail Safety National Law and environmental law in relation to railway operations covered by this Agreement.
- D. As Sydney Trains undertakes the role of Rail Infrastructure Manager formerly undertaken by RailCorp the parties have adopted the List of Interfaces, Risk Controls and Risk Register in place between RailCorp and the Siding User on 30 June 2013 to apply from 1 July 2013.

IT IS AGREED THAT:

1 Interpretation

1.1 Definitions

Activities	means any activities carried out by the Siding User either on or at the Private Siding, the Interconnection Point or which have the potential to impact on the MRN, Rail Infrastructure or rail activities.
Commencement Date	means the date that this Agreement commences in accordance with clause 2.1.
Connections Agreement	means an agreement between the Siding Owner and Sydney Trains governing, amongst other things, the ownership of and the repair and maintenance obligations in relation to the Private Siding, the Interconnection point and the connecting line.
Dispute	has the meaning described in clause 13.1(b).
Dispute Notice	has the meaning described in clause 13.1(b).
Environment	means components of the earth, including: <ul style="list-style-type: none"> (a) land, air and water; and (b) any layer of the atmosphere; and (c) any organic or inorganic matter and any living organism; and (d) human-made or modified structures and areas; and includes interacting natural ecosystems that

include components referred to in (a) to (c).

Environment Protection Licence	means any environment protection licence held by Sydney Trains from time to time and which is issued under the POEO Act in relation to railway system activities (as referred to in clause 33 of Schedule 1 of the POEO Act) on the MRN, as modified, amended or replaced from time to time.
Expert	means the person appointed in accordance with clause 13.3(b).
Government Authority	means any international, federal, state or local government, semi-government, quasi-government, or other department, body or authority, statutory or otherwise.
Incident	<p>means any safety or environmental occurrence associated with, or arising from, the Activities, including:</p> <ul style="list-style-type: none"> (a) a fatality or injury to any person including any incident which must be reported to the New South Wales WorkCover Authority; (b) a pollution incident which must be reported to the Environment Protection Authority; (c) any public complaint; or (d) any damage to property of Sydney Trains, RailCorp, or any third party.
Incident Management and Emergency Response Plan	means the structures and processes for the management of emergencies and incidents in the MRN by Sydney Trains, as amended or designated by Sydney Trains from time to time.
Interconnection Point	means the interface of the MRN and the Private Siding as described in Schedule 2.
Interface Agreement	means this Agreement.
Law	includes any requirement of any statute, rule, regulation, proclamation, ordinance or by-law, and whether state, federal or otherwise.
List of Interfaces	means the list interfaces of the MRN and Private Siding as described in Schedule 2.
Metropolitan Rail	means the system of NSW railways managed or

Network (MRN)	controlled by Sydney Trains.
Network Procedures	means the procedures designated by Sydney Trains for the safe operation of MRN as updated or replaced by Sydney Trains from time to time.
Network Rules	means the rules designated by Sydney Trains for the safe operation of MRN as updated or replaced by Sydney Trains from time to time.
Personnel	means officers, employees, consultants, agents, representatives, contractors of a party including the officers and employees of contractors engaged by or on behalf of a party.
Private Siding	means the siding identified in Schedule 2.
RailCorp	means Rail Corporation New South Wales (ABN 59 325 778 353)
Rail Infrastructure	has the same meaning as it is defined in the Rail Safety National Law.
Rail Infrastructure Manager	has the same meaning as it is defined in the Rail Safety National Law.
Rail Safety National Law	means the <i>Rail Safety National Law</i> as applied and modified as a law of New South Wales by the <i>Rail Safety (Adoption of National Law) Act 2012 No. 82</i> .
Rail Transport Operator	has the same meaning as it is defined in the Rail Safety National Law.
Regulations	means the <i>Rail Safety National Law National Regulations 2012</i> and <i>Rail Safety (Adoption of National Law) Regulation 2012</i> .
Regulator	has the same meaning as it is defined in the Rail Safety National Law.
Risk Controls	means the controls set out in Schedule 3 which are used to manage, so far as reasonably practicable, the associated risk to safety.
Risk Register	means the risk register set out in Schedule 3.
Senior External Works Project Interface	means the person identified in Schedule 5.

Manager**Siding Coordinator**

means the person who carries out the train coordination function for all rail traffic on the Private Siding.

Siding Maintenance Contractor

means the person who carries out maintenance and repair works to the Rail Infrastructure on the Private Siding.

Siding User Emergency and Incident Plan

means a plan developed and maintained by the Siding User which outlines the steps to be taken and procedures to be followed by the Siding User in the event that an emergency or an Incident occurs, including the procedures to be followed for notifying the emergency or Incident, and corrective action to be implemented to mitigate or prevent any harm, damage or injury arising from the emergency or Incident.

Subsidiary Corporation

has the same meaning as it is defined in s55B of the *Transport Administration Act 1988 (NSW)*.

Sydney Trains Related Agency or Sydney Trains Related Agencies

means Rail Corporation New South Wales (ABN 59 325 778 353), NSW Trains (ABN 50 325 560 455) and Transport for NSW (ABN 18 804 239 602).

Sydney Trains Related Persons

means:

- (a) any employee, officer, representative, agent or contractor of Sydney Trains;
- (b) a Sydney Trains Related Agency and any employee, officer, representative, or agent of a Sydney Trains Related Agency; and
- (c) a Subsidiary Corporation of a Sydney Trains Related Agency.

Train Controller

- (a) in the context of Sydney Trains, the person who carries out the train control function for all rail traffic on the MRN; and
- (b) in the context of the Siding User, means the person who carries out the train control function within the Private Siding on behalf of the Siding User.

1.2 In this Agreement unless the context requires otherwise:

- (a) headings are for convenience only and do not affect interpretation;
- (b) "person" includes an individual, the estate of an individual, a corporation, an authority, an association or a joint venture (whether incorporated or unincorporated), a partnership and a trust;
- (c) a reference to a party includes that party's executors, administrators, successors and permitted assigns, including persons taking by way of novation and, in the case of a trustee, includes a substituted or an additional trustee;
- (d) a reference to a document (including this agreement) is to that document as updated, varied, novated, ratified or replaced from time to time;
- (e) a reference to a statute includes its delegated legislation and a reference to a statute or delegated legislation or a provision of either includes consolidations, amendments, re-enactments and replacements;
- (f) a word importing the singular includes the plural (and vice versa), and a word indicating a gender includes every other gender;
- (g) a reference to a party, clause, schedule, exhibit, attachment or annexure is a reference to a party, clause, schedule, exhibit, attachment or annexure to or of this agreement, and a reference to this agreement includes all schedules, exhibits, attachments and annexures to it;
- (h) a reference in a schedule, exhibit, attachment or annexure to a clause, paragraph, section, schedule, exhibit, attachment or annexure is a reference to a clause, paragraph, section, schedule, exhibit, attachment or annexure to or of that schedule, exhibit, attachment or annexure;
- (i) if a word or phrase is given a defined meaning, any other part of speech or grammatical form of that word or phrase has a corresponding meaning;
- (j) "includes" or "such as" in any form are not words of limitation; and
- (k) a reference to "\$" or "dollar" is to Australian currency.

1.3 Any schedule attached to this agreement forms part of this Agreement. If there is any inconsistency between any clause of this Agreement and any provision in any schedule, the clause of this Agreement prevails.

2 Term of this Agreement

- 2.1 This Agreement commences on the date of execution by the last party to execute this agreement and continues until termination in accordance with clause 2.2.
- 2.2 A party may terminate this Agreement by giving the other party no less than three months' written notice.
- 2.3 If this Agreement is terminated in accordance with clause 2.2, the parties agree to negotiate in good faith to enter into a replacement Interface Agreement prior to the date termination takes effect, unless such an Interface Agreement is no longer required by law.

3 Scope of this Agreement

- 3.1 This Agreement applies to the interface of railway operations between the parties as described in Schedule 2. The Rail Infrastructure at the interface and responsibility for maintenance of the Rail Infrastructure assets is described in Schedule 2.
- 3.2 The parties may amend Schedule 2 at any time by written agreement.
- 3.3 The parties acknowledge and agree that they have applied a risk management process consistent with ISO 31000 (2009) Risk Management Principles and Guidelines to identify, assess and manage, so far as is reasonably practicable, risks to safety in relation to the interface of rail operations the subject of this Agreement.
- 3.4 This Agreement supersedes any previous agreement in relation to the risk management at the interface of rail operations, unless the parties record in Schedule 1 the details of any previous arrangements that are not superseded by this Agreement.
- 3.5 Each party must record this Agreement in the party's register of Interface Agreements.
- 3.6 This Agreement does not fetter, affect or derogate from the parties' rights and obligations under the *Civil Liability Act 2002* (NSW) or their functions and powers under any Act.
- 3.7 Nothing in this Agreement limits or detracts from the obligations and duties of either party as a Rail Infrastructure Manager under the Rail Safety National Law.

4 Identification, assessment and management of risk

- 4.1 The parties acknowledge and agree that so far as is reasonably practicable, they have identified and assessed risks to safety that may

arise in relation to the interface of railway operations the subject of this Agreement:

- (a) during the Asset Life cycle of Rail Infrastructure; and
- (b) arising from change in the use or application of Rail Infrastructure,

the results of this assessment are as set out in Schedule 3 of this Agreement.

4.2 Without limitation, the parties acknowledge and agree that Schedule 3 records:

- (a) the identified risks to safety;
- (b) assessments of the identified risks to safety;
- (c) measures to manage the identified risks to safety;
- (d) the party responsible for implementation and maintenance of the safety risk management measures; and
- (e) where appropriate, the timetable for implementation of safety risk management measures.

4.3 The parties may amend Schedule 3 at any time by written agreement.

4.4 Subject to clause 4.5, the party responsible for implementation and maintenance of the safety risk management measures will be responsible for their cost of implementation and maintenance.

4.5 A party may agree to contribute to the funding of the cost of implementation and/or maintenance by another party of safety risk management measures.

4.6 To the extent required after the date of this Agreement, the parties may undertake identification and assessment of safety risks individually, jointly, or by adopting the risk assessment of those safety risks carried out by the other party.

4.7 For clarification, the parties have agreed that, each party is responsible for:

- (a) implementing and monitoring the performance of each of the risk control measures allocated to it in Schedule 3 to the extent that it owns or controls the infrastructure, equipment, personnel or system required to implement the safety risk management measure; and
- (b) modifying the operation of each of the risk control measures allocated to it in Schedule 3, whether or not in response to performance information, provided that any modification by one

party must, to the extent it involves the other party, be agreed by the other party.

- 4.8 At all times during the term of this Agreement, the Siding User must have in place and comply with an environmental management system in respect of the Activities, and that system must be consistent with "AS/NZS ISO 14001:2004: Environmental Management Systems - Requirements with guidance for use," or any document that replaces or amends that document.

5 Monitoring and review of risk

- 5.1 Each party will monitor and review the safety risks and control measures to manage the safety risks for which it is responsible, including progress against the timetable for implementation (if required) of safety risk management measures.
- 5.2 A review of the safety risks and control measures will be undertaken:
- (a) no less than every 2 years, from the date of the risk assessment in Schedule 3; or
 - (b) at such other times as deemed necessary by the parties.
- 5.3 The parties' nominated representatives must conduct the review of safety risks and control measures contained in this Agreement.
- 5.4 The parties must review the safety risks and control measures contained in this Agreement to ensure that they continue to provide effective safety controls of the rail operations on and around the interface.
- 5.5 The review must take into consideration any safety incidents related to the interface and any operational changes or changes made to the control measures.
- 5.6 The parties must consult with each other in relation to the outcome of the monitoring and review of their safety risks and control measures.
- 5.7 If, following a party's monitor and review under this clause 5, a safety risk or a control measure is considered to be unacceptable, the parties must work collaboratively and cooperatively to agree on more or alternative control measures to manage the safety risk so far as is reasonably practicable and will record any changes in Schedule 3.
- 5.8 The Siding User will monitor and review the environmental management system referred to in clause 4.8 and any other environmental control measures it has in place to manage environmental risks associated with the Activities to ensure that it continues to provide effective environmental controls in respect of the Activities.

6 Changes to the Interface

- 6.1 Sydney Trains and the Siding User shall liaise with each other regarding any planned alteration to Rail Infrastructure, procedure or circumstance that may impact on the safety of rail operations on or around the interfaces. Any changes in relation to the interfaces must be recorded as an amendment to Schedule 2 in this Agreement.
- 6.2 The parties must identify and assess the safety risks and control measures arising out of any changes to the Rail Infrastructure, procedure or circumstance and the party responsible for implementation and maintenance of the safety risk management measures. The parties must record any amendment in Schedule 3 of this Agreement.
- 6.3 Clause 6.1 does not affect the operation of clause 5.2.

7 Access to Property

- 7.1 If Sydney Trains, or any of its Personnel, require access to Private Siding Rail Infrastructure or land for the purposes of meeting its obligations, or exercising its rights under the law (including, without limitation, sections 5 and 7 and Schedule 6A of the *Transport Administration Act 1988*) or under this Agreement, Sydney Trains may access and will, where applicable:
 - (a) advise the Siding User and/or the Private Siding property manager of the requirement to access the Private Siding Rail Infrastructure or land; and
 - (b) comply, and ensure that its Personnel comply, with all relevant and reasonable instructions and directions, safety plans and other requirements as required and notified by the Siding User.
- 7.2 If the Siding User, or any of its Personnel, requires access to that part of Sydney Trains Rail Infrastructure or land at the Interconnection Point for the purposes of meeting its obligations under this Agreement, the Siding User must:
 - (a) obtain prior approval in writing from the Senior External Works Project Interface Manager (or any other party approved by Sydney Trains to grant such access) to access that part of Sydney Trains Rail Infrastructure or land;
 - (b) comply, and ensure that its Personnel comply, with all relevant instructions and directions, safety plans and other requirements (including but not limited to Personnel holding a valid Rail Industry Safety Induction) as required and notified by Sydney Trains; and
 - (c) comply at all times with Laws which relate to the Environment to the extent that any such Laws relate to the Activities; and

- (d) comply with the terms of the Environment Protection Licence (as if the Siding User is the holder of the Environment Protection Licence) to the extent that the Siding User is undertaking Activities on or affecting the premises (as the term "premises" is defined in the Environment Protection Licence from time to time).

8 Operations Procedures

- 8.1 The parties agree to manage operational issues in accordance with the procedures set out in Schedule 4 of this Agreement.

9 Incident Reporting and Incident Management

- 9.1 The parties agree to manage Incidents that occur wholly within the MRN or the Private Siding in accordance with this clause.
- 9.2 The Siding User is to develop and keep current the Siding User Emergency and Incident Plan.
- 9.3 If any emergency and/or Incident occurs within:
 - (a) the MRN, the Incident will be managed in accordance with the Incident Management and Emergency Response Plan; or
 - (b) the Private Siding, the Incident will be managed in accordance with the Siding User Emergency and Incident Plan,
- 9.4 and the party will notify the other party promptly of the emergency and/or Incident. The Siding User must promptly provide to Sydney Trains, a copy of an incident report for any emergency and/or Incident that occurs within the Private Siding.
- 9.5 If an emergency and/or Incident affects the other party's MRN or the Private Siding (as the case may be), the party must notify the other party's Train Controller/Siding Coordinator as soon as possible of the emergency and/or Incident.
- 9.6 Each party must ensure that the Incident Management and Emergency Response Plan and the Siding User Emergency and Incident Plan (as the case may be) is available on request by the other party and other parties who access the MRN and/or the Private Siding to ensure compliance by and cooperation from all parties.
- 9.7 In the event of an emergency and/or Incident relating to rail operations that occurs across the Interconnection Point, the Incident will be managed according to the Incident Management and Emergency Response Plan. In this circumstance, each party must notify the Train Controller/Siding Coordinator as soon as possible.

10 Compliance

- 10.1 Each party will exchange information about and report annually to the other party, or at such other times that the parties may agree, on its progress in implementing the agreed safety risk management measures for which it is responsible under this Agreement and whether the agreed safety risk management measures are adequate.
- 10.2 Each party will report instances of non-compliance with this Agreement to the other party. Any instance of non-compliance will be dealt with in accordance with their internal procedures.
- 10.3 Where corrective actions are identified and agreed in response to an instance of non-compliance or inadequate performance of safety risk management measures, such corrective actions will be implemented to prevent recurrence and, if necessary noted in this Agreement.
- 10.4 A party may, at its cost and upon giving reasonable written notice to the other party, undertake an independent audit of the other party's records to ensure compliance with its obligations under this Agreement, and the Rail Safety National Law. The parties agree to cooperate with each other in the conduct of such audits and must make available for inspection its records and documentation.

11 Registration of the Private Siding

- 11.1 The Siding User acknowledges that Sydney Trains is an accredited person under the Rail Safety National Law.
- 11.2 If section 83 of the Rail Safety National Law applies, the Siding User must prior to entering into this Agreement:
 - (a) register the Private Siding with the Regulator; and
 - (b) notify Sydney Trains of and comply with any conditions imposed by the Regulator (from time to time) or prescribed by the Regulations with respect to the Private Siding.
- 11.3 The Siding User must keep and make available for inspection, the notice of registration of the Private Siding issued by the Regulator.

11A Connections Agreement

The Siding User acknowledges and agrees that if Sydney Trains requires the Siding User to enter into the Connections Agreement then:

- (a) the Siding User must do all things reasonably necessary to enter into the Connections Agreement within 6 months of receiving notice from Sydney Trains; and

- (b) the Siding User must do all things reasonably necessary to comply with the terms of, and enter into the Connections Agreement, including, but not limited to, executing all necessary documents, obtaining any additional financial security and, if required, obtaining all additional insurances.

12 Communications and meetings

- 12.1 Schedule 5 contains details of the parties' representatives for the purposes of this Agreement, together with emergency contact details in the event of any accident or Incident. The parties will promptly in writing notify the other party of any changes to Schedule 5.
- 12.2 The parties will meet bi-annually (every 6 months), or at such other times the parties may agree, to review the provisions of this Agreement and the adequacy of safety and environmental risk identification, assessment and management concerning the interface of rail operations the subject of this Agreement.
- 12.3 Each party will bear its own costs of holding meetings under this clause.

13 Dispute Resolution

13.1 Disputes

- (a) Notwithstanding any provision of this agreement a Dispute in relation to Network Rules and/or Network Procedures is not subject to the dispute resolution provisions of this clause 13.
- (b) If any difference or dispute arises between the parties concerning any matter or thing arising out of or in connection with this Agreement (**Dispute**), then either party may give to the other party a written notice specifying the nature of the Dispute, including the facts and circumstances giving rise to the Dispute (**Dispute Notice**).
- (c) Subject to clause 13.1(a) and 13.5, any Dispute must be resolved in accordance with the procedures set out in this clause 13.
- (d) Notwithstanding the existence of any Dispute, the parties must continue to perform their obligations under this Agreement, subject to any instruction or direction issued by Sydney Trains.

13.2 Senior Management Resolution

Any Dispute must be referred, within 5 business days of the receipt of the Dispute Notice by the receiving party, to the senior management of the respective parties. The senior management must negotiate in good faith to seek to resolve the Dispute within a further 20 business days of

the Dispute being referred to senior management (**Senior Management Resolution Period**).

13.3 Expert determination

- (a) If the Dispute is not resolved by senior management resolution in accordance with clause 13.2, then the Dispute must be submitted to the Expert for determination, in accordance with this clause.
- (b) The Expert must be agreed between the parties within 5 business days of the last day of the Senior Management Resolution Period in accordance with clause 13.2, or failing agreement, either party may request the President of the Institute of Arbitrators and Mediators to appoint a Expert within 15 business days of the last day of the Senior Management Resolution Period in accordance with clause 13.2.
- (c) The Expert shall:
 - (i) act as an expert and not as an arbitrator;
 - (ii) proceed in any manner he or she thinks fit including seeking clarification from one party without the other party being present;
 - (iii) direct what documents, information and other material he or she requires from either party and which he or she, in his or her absolute discretion, considers relevant to the determination of the dispute;
 - (iv) not be expected or required to obtain or refer to any other documents, information or material but may do so if he or she so wishes;
 - (v) make his or her decision within 10 business days from the referral of the dispute to him or her unless he or she requests more time to make his or her decision, which request the parties cannot unreasonably refuse; and
 - (vi) give a written decision including reasons.
- (d) Unless there is a manifest error of law the Expert's decision is final and binding.
- (e) The Rail Infrastructure Manager and the Siding User will each pay such proportion of the Expert's costs as shall be determined by the Expert.

13.4 Litigation

If the determination by the Expert is not final and binding, either party may commence legal proceedings in respect of the Dispute. The parties will not be permitted to commence legal proceedings until the requirements of this clause have been complied with, provided however that this clause 13 will not prevent a party from seeking urgent interlocutory relief from a court without having to comply with this clause.

13.5 Network Rules or Network Procedures

Notwithstanding any provision of this Agreement:

- (a) an 'amendment' (as defined in the Regulations) may be made to any 'network rule' (as defined in the Regulations); and
- (b) an amendment or variation to the Network Rules or the Network Procedures may be made,

in accordance with the Regulations and the dispute resolution provisions in this Agreement will not apply to any such amendment or variation.

14 Review of the Agreement

- 14.1 The parties acknowledge and agree that this Agreement will be reviewed and may require amendment from time to time. The Siding User agrees that Sydney Trains may make amendments to this Agreement in consultation and agreement with the Siding User.

15 Safety Audit

- 15.1 The parties acknowledge and agree that each party may be required (by law, organisational procedures or other reason) to conduct regular safety audits.
- 15.2 The parties shall cooperate with each other in respect of any safety audit and facilitate any required regulatory audit and provide information for that purpose as requested by the Regulator.

16 Insurances

- 16.1 The Siding User must obtain, hold, and maintain a policy of public liability insurance with a reputable insurer (rated not less than A minus by Standard and Poor's or AM Best or an equivalent rating by another internationally recognised rating agency) for an amount of no less than \$250 million (or such amount as required by Sydney Trains from time to time) for any one occurrence for the duration of this Agreement which includes cover for loss or damage arising in respect of or in connection with the Siding User's activities, rights and obligations under this Agreement and without policy exclusions as to rail operations. The insurance policy must include a principal's indemnity endorsement specifically noting Sydney Trains as an insured under that policy.

- 16.2 Prior to the Commencement Date of this Agreement and on reasonable request by Sydney Trains from time to time during the duration of this Agreement including upon renewal of the insurance required under clause 16.1, the Siding User must provide evidence to Sydney Trains that the insurance required under clause 16.1 is maintained.
- 16.3 The Siding User must comply with the terms and conditions of its insurance policies effected and maintained pursuant to clause 16.1 and must not render such insurance void or voidable. In the event the Siding User's insurer cancels or fails to renew any of the insurance policies required to be effected under this Agreement, the Siding User must immediately notify Sydney Trains of such cancellation or failure to renew and must promptly obtain and provide evidence to Sydney Trains of the new insurance policies required to be effected under this Agreement.
- 16.4 The Siding User must notify Sydney Trains as soon as practicable of any occurrence on, in or near the Private Siding or the Interconnection Point which may or does give rise to a claim on its insurance policy required under clause 16.1 and must thereafter keep Sydney Trains informed of any subsequent developments concerning any claim. The Siding User must pay for any excess/deductibles payable under its insurance policy.

17 Indemnities

- 17.1 The Siding User must indemnify Sydney Trains and Sydney Trains Related Persons from and against all claims, demands, actions, liabilities, losses, damages, costs, charges and expenses of any nature which Sydney Trains or Sydney Trains Related Persons may suffer or incur or for which Sydney Trains or Sydney Trains Related Persons may become liable in respect of or arising out of (except to the extent caused or contributed to by the negligence of Sydney Trains or Sydney Trains Related Persons):
- (a) any negligence or wrongful act or omission by the Siding User and/or its Personnel while carrying out or exercising or purporting to carry out the Activities, or exercise any of the Siding User's duties, obligations and rights under this Agreement;
 - (b) any breach by the Siding User of any of the Siding User obligations under this Agreement; and
 - (c) any Incident or accident occurring in or around the Private Siding and or the Interconnection Point which affect the rail operations on, or cause damage to, the MRN or the Rail Infrastructure.
- 17.2 The Siding User agrees that Sydney Trains receives the benefit, and is the agent of Sydney Trains Related Persons for the purpose of receiving on their behalf the benefits, of the indemnity given by the Siding User in clause 17.1 in favour of Sydney Trains and Sydney Trains Related Persons. If this Agreement is vested to one of the Sydney Trains

Related Agencies or a Subsidiary Corporation, then the reference to Sydney Trains Related Persons in clause 17.1 is deemed to include Sydney Trains for the purpose of this clause 17.1.

17.3 The Siding User releases Sydney Trains and Sydney Trains Related Persons from and against all claims, demands, actions, liabilities, losses, damages, costs, charges and expenses of any nature which the Siding User may become liable in respect of or arising out of:

- (a) the performance by Sydney Trains of any of its obligations under this Agreement;
- (b) noise, vibration or stray electrical currents emanating from the MRN or the Rail Infrastructure;
- (c) any Incident or accident occurring in or around the MRN and or the Interconnection Point which affects rail operations at, or causes damage to, the Private Siding; and
- (d) any occurrence or non-occurrence as a direct or indirect result of which Sydney Trains is prevented from or delayed in performing any of its obligations under this Agreement and that is beyond the reasonable control of Sydney Trains including forces of nature and industrial action,

except to the extent caused or contributed to by the negligence of Sydney Trains.

17.4 The Siding User agrees that Sydney Trains receives the benefit, and is the agent of Sydney Trains Related Persons for the purpose of receiving on their behalf the benefits of the release given by the Siding User in this Agreement in favour of Sydney Trains Related Persons. If this Agreement is vested to one of the Sydney Trains Related Agencies or a Subsidiary Corporation, then the reference to Sydney Trains Related Persons in clause 17.3 is deemed to include Sydney Trains for the purpose of clause 17.3.

17.5 The indemnity in clause 17 is a continuing obligation of the Siding User and remains in full force and effect as to any claims relating to an event, act, omission or default occurring during the term of this Agreement despite termination of this Agreement.

18 Assignment

18.1 If the Siding User sells, transfers or otherwise disposes ownership of or management of the Private Siding, the Siding User must assign or novate this Agreement, or otherwise transfer its rights and liabilities under this Agreement, subject to Sydney Trains prior written consent.

- 18.2 Sydney Trains may as a condition of giving its consent under clause 18.1, require that any assignee, novatee or transferee enter into an agreement on any terms and conditions required by Sydney Trains including the assignee's, novatee's or transferee's acceptance of the Siding User's liabilities under this Agreement.
- 18.3 Any assignment, novation or transfer by the Siding User in connection with this Agreement will not relieve the Siding User of its obligations under this Agreement and the Siding User will be responsible for the acts and omissions of any assignee, novatee or transferee as if they were acts and omissions of the Siding User.
- 18.4 Sydney Trains may assign or novate this Agreement, or otherwise transfer its rights and obligations under this Agreement, without the prior written consent of the Siding User.

19 Re-organisation

If a party is reconstituted, renamed, replaced or if the powers and functions are transferred to another organisation, a reference under this Agreement to that party includes the reconstituted, renamed or replaced organisation or the organisation to which the powers or functions are transferred (as the case may be).

20 Waiver

- 20.1 A waiver or consent given by a party under this Agreement is only effective and binding on that party if it is given or confirmed in writing by that party.

21 Variation

- 21.1 No provision of this Agreement nor a right conferred by it can be varied except in writing signed by the parties.

22 Notices

- 22.1 Any notice given in connection with this Agreement must be in writing and must be addressed to that party and either:
- (a) hand delivered to, or sent by post to, the party's registered office, principal place of business or any other address the party notifies for the service of notices;
 - (b) sent by fax to any fax number the party notifies for the service of notices; or
 - (c) sent by email to any email address the party notifies for the service of notices.

- 22.2 A notice is take to have been given:

- (a) in the case of being hand delivered, on the date on which it is delivered;
- (b) in the case of being sent by post, on the third (seventh if sent to an address in another country) day after the date of posting;
- (c) in the case of being sent by fax, at the time of dispatch as confirmed by a transmission report by the sending machine; and
- (d) in the case of delivery by email, at the time sent, unless the sender is notified, by a system or person involved in the delivery of the email, that the email was not successfully sent.

23 Costs

- 23.1 Subject to clauses 4.4 and 4.5, each party will be responsible for its own costs in complying with this Agreement.

24 Governing Law

- 24.1 This Agreement is governed by the law in force in New South Wales and the parties submit to the jurisdiction of its courts.

25 Counterparts

- 25.1 This Agreement may be executed in counterparts. All executed counterparts constitute one document.

EXECUTED AS AN AGREEMENT**EXECUTED** for and on behalf of**Sydney Trains**(ABN 38 284 779 682) in the presence
of:

.....

Witness signature

.....

Authorised signatory

.....

Name of Witness

.....

Name of Authorised signatory

EXECUTED for and on behalf of**[Name of the Siding User****(ABN 00 000 000 000)]****Authority: s. 127 of the *Corporations*
Act 2001 (Cth)]**

.....

Authorised signatory

.....

Authorised signatory

.....

Name of Authorised signatory

.....

Name of Authorised signatory

Schedule 1 - List of Interface Agreements superseded by this Agreement

draft

Schedule 2 - List of Interfaces

Current documents can be found at:

<http://railsafe.sydneytrains.nsw.gov.au>

draft

Schedule 3 - Risk Register

draft

Schedule 4 - Operations Procedures

draft

Schedule 5 - Communications Details – Contact List

[Note: Insert details of the Senior External Works Project Interface Manager.]

draft

CONNECTION AGREEMENT

AGREEMENT GOVERNING THE RIGHTS AND OBLIGATIONS OF THE
PARTIES

IN RESPECT OF THE MAINTENANCE AND USE OF THE PRIVATE
SIDING AT

[INSERT]

Between

SYDNEY TRAINS
ABN 38 284 779 682

and

RAIL CORPORATION NEW SOUTH WALES
ABN 59 325 778 353

and

[NAME OF THE PRIVATE SIDING USER]

ABN **[00 000 000 000]**

[SITE/ OWNER - LOCATION]

2015

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CONNECTION AGREEMENT

DATE: [This ## day of ## 2015]

BETWEEN: **SYDNEY TRAINS**
 (ABN 38 284 779 682) of Level 20, 477 Pitt Street, Sydney, New South Wales 2000 ("**Sydney Trains**")

AND **RAIL CORPORATION NEW SOUTH WALES**
 (ABN 59 325 778 353) of Level 20, 477 Pitt Street, Sydney, New South Wales 2000 ("**RailCorp**")

AND [Name of the Private Siding User]
 (ABN [00 000 000 000]) of [Address, State] ("**Private Siding User**")

each a party and together the parties.

Background

- A.** RailCorp owns the Rail Land and the infrastructure comprising the Running Line, the Connecting Line and the Ancillary Facilities.
- B.** Sydney Trains manages and operates the MRN, which includes the Running Line, the Connecting Line and Ancillary Facilities.
- C.** The Private Siding User manages, owns or controls the Private Siding and the Interconnection Point.
- D.** The parties have entered into this agreement to document their respective rights and obligations relating to the ownership and maintenance of the Private Siding, the Interconnection Point, the Connecting Line and the Ancillary Facilities.
- E.** Sydney Trains and the Private Siding User have separately entered into the Interface Agreement, which governs the rights and obligations of Sydney Trains and the Private Siding User in relation to safety and interface matters.

IT IS AGREED THAT:

1 Definitions and Interpretation

1.1 Definitions

The definitions apply throughout this Agreement unless the context otherwise requires.

Access Agreement	means an agreement under which a Rail Transport Operator is granted access in accordance with the Act and the Rail Safety National Law.
Act	means the <i>Transport Administration Act 1988</i> (NSW), as amended from time to time.
Activities	means any activities carried out by the Private Siding User either on or at the Private Siding, the Interconnection Point or which have the potential to impact on the MRN, Rail Infrastructure or rail activities.
Agreement	means this agreement and includes any schedules and annexures to this agreement.
Ancillary Facilities	means those Rail Infrastructure Facilities detailed in Item 4 of Schedule One, which Sydney Trains has determined are necessary for the use or operation of the Private Siding or the Connecting Line.
Approvals	<p>means the approvals, authorisations, consents, leases, licences or any other agreements required by any Government Authority or any third party for:</p> <ul style="list-style-type: none"> (a) the use of the Land as contemplated by this Agreement (including the erection, installation and operation of any Ancillary Facilities and Services across, in, under or over the Land in connection with the use or operation of the Connecting Line, Private Siding and Ancillary Facilities); (b) the Private Siding User to comply with its obligations under this Agreement including granting the licence referred to in clause 4, <p>and includes any amended or replacement approval, authorisation, consent, lease, licence or other agreement.</p>
Catch Point	means the Catch Point identified in Item 10 of Schedule One.
Claim	includes any claim, demand, remedy, injury, damage, loss, Cost, expense, suit, liability, action, proceeding, right of action or claim for compensation.
Commencing Date	means the date specified in Item 1 of Schedule One.

Confidential Information	<p>includes:</p> <ul style="list-style-type: none"> (a) any documentation provided by the Private Siding User to Sydney Trains under clause 10.1; and (b) any requirement for the payment of money or the provision of a security from the Private Siding User to Sydney Trains (including references to payment of costs associated with this Agreement), or the absence of any such provision.
Connecting Line	means that part of the MRN described in Item 5 of Schedule One.
Connection Fee	means the fee payable by the Private Siding User to Sydney Trains in accordance with clause 13.1 .
Costs	<p>include:</p> <ul style="list-style-type: none"> (a) costs, charges and expenses, including those incurred in connection with advisers, experts and consultants (including legal costs calculated on a solicitor and own client basis); (b) damages, liabilities, losses, injuries (whether actual or contingent) suffered or incurred by a party; and (c) any fines, penalties, interest or similar item imposed by any Law.
Environment	<p>means components of the earth, including:</p> <ul style="list-style-type: none"> (a) land, air and water; (b) any layer of the atmosphere; (c) any organic or inorganic matter and any living organism; and (d) human-made or modified structures and areas, <p>and includes interacting natural ecosystems that include components referred to in (a) to (d) above.</p>
Environmental Liability	means any obligation, expense, penalty, fine or damages under any Law relating to the Environment which would or could be imposed as a result of or arising from or in connection with any activities carried on by or on behalf of the Private Siding User during the Term.
Fit for Use	means that the Private Siding must be fit for use as a Railway and, where relevant, comply with the terms of this Agreement.
Government Authority	means any international, federal, state or local government, semi-government, quasi-government or other department, body or authority, statutory or otherwise (but excluding the Private Siding

User), including:

- (a) any court or tribunal;
- (b) Regulator;
- (c) the WorkCover Authority of New South Wales; and
- (d) the Environment Protection Authority.

Incident

means any safety or environmental occurrence associated with, or arising from, the Activities, including:

- (a) a fatality or injury to any person including any incident which must be reported to the New South Wales WorkCover Authority;
- (b) a pollution incident which must be reported to the Environment Protection Authority;
- (c) any public complaint; or
- (d) any damage to property of Sydney Trains, RailCorp, or any third party.

Incurred Costs

means the costs involved in removing the Private Siding, the Connecting Line and the Interconnection Point, and making good the Running Line, the Ancillary Facilities and the Rail Land.

Insolvency Event

means:

- (a) execution is levied against any of the assets of the Private Siding User;
- (b) the Private Siding User (not being a company) becomes bankrupt or assigns the Private Siding User's estate or enters into a scheme of arrangement for the benefit of creditors; or
- (c) the Private Siding User (being a company):
 - (i) goes into liquidation or provisional liquidation (other than a voluntary liquidation for the purposes of re-organisation with the prior consent of Sydney Trains);
 - (ii) is wound up, dissolved or deregistered;
 - (iii) enters into a scheme of arrangement with the Private Siding User's creditors or any class of them;
 - (iv) is placed under official management;
 - (v) has a receiver or manager of any of the Private Siding User's assets appointed to it; or

	(vi) has an administrator appointed to it.
Interconnection Point	means the interface of the MRN and the Private Siding as described in Item 6 of Schedule One.
Interface Agreement	means the Interface Agreement entered into by Sydney Trains and the Private Siding User dated [insert] .
Land	means the land on which the Private Siding is constructed and is the place described in Item 3 of Schedule One.
Law	includes the common law and equity together with any legislation, delegated legislation, regulations, statutory instruments, statutory notices and statutory directions.
MRN	means the metropolitan rail network, being the system of NSW railways operated, managed or controlled by Sydney Trains.
Personnel	means: <ul style="list-style-type: none"> (a) officers, employees, consultants, agents, representatives, contractors of a party including the officers and employees of contractors engaged by or on behalf of a party; and (b) in the case of the Private Siding User, will include any person that the Private Siding User permits to use the Private Siding, whether by lease, licence or otherwise and any person claiming through or under them.
Private Siding	means the siding identified in Item 7 of Schedule One.
Rail Infrastructure	has the same meaning as it is defined in the Rail Safety National Law.
Rail Infrastructure Facilities	are rail infrastructure facilities as defined in section 3 of the Act.
Rail Infrastructure Manager	has the same meaning as it is defined in the Rail Safety National Law.
Rail Land	means the land under and near the Rail Infrastructure Facilities as described in Item 9 of Schedule One.
Rail Safety National Law	means the <i>Rail Safety National Law</i> as applied and modified as a law of New South Wales by the <i>Rail Safety (Adoption of National Law) Act 2012 No. 82</i> .
Rail Transport Operator	has the same meaning as it is defined in the Rail Safety National Law.
Railway	has the same meaning as it is defined in the Rail Safety National Law.
Railway	has the same meaning as it is defined in the Rail Safety National

Operations	Law.
Regulator	has the same meaning as it is defined in the Rail Safety National Law.
Running Line	means that part of the MRN described in Item 8 of Schedule One.
Safety Interface Agreement	means the agreement titled "Safety Interface Agreement" set out in Annexure A.
Security	means security for the Private Siding User's obligations under this Agreement in the form of an unconditional and irrevocable bank guarantee issued by a bank holding an Australian banking licence in the amount specified in Item 19 of Schedule One, in favour of Sydney Trains and containing such other terms and conditions as are acceptable to Sydney Trains.
Services	include water, gas, electricity, telephone and telecommunications services and any other services which may be across, in, under or over the Land.
Subsidiary Corporation	has the same meaning as it is defined in section 55B of the Act.
Sydney Trains Related Agencies	means RailCorp, NSW Trains (ABN 50 325 560 455) and Transport for NSW (ABN 18 804 239 602).
Sydney Trains Related Persons	means: <ul style="list-style-type: none"> (a) any employee, officer, representative, agent or contractor of Sydney Trains; (b) a Sydney Trains Related Agency and any employee, officer, representative, or agent of a Sydney Trains Related Agency; and (c) a Subsidiary Corporation of a Sydney Trains Related Agency.
Term	means the duration of this Agreement, which commences on the Commencing Date and terminates on the same day that the Interface Agreement expires or is terminated.
Turnout	means the Turnout identified in Item 11 of Schedule One.
Yard	means any yard owned or controlled by Sydney Trains or RailCorp.

1.2 Interpretation

In this Agreement, unless expressed to the contrary:

- (a) a word importing the singular includes the plural and vice versa and a word indicating a gender includes the other genders;
- (b) if a word or phrase is defined, any other part of speech or grammatical form of that word or phrase has a corresponding definitions;
- (c) a reference to a "person" includes an individual, the estate of an individual, a corporation, an authority, an association or a joint venture (whether incorporated or unincorporated), a partnership, a trust and a government or statutory body or authority;
- (d) a person includes its legal personal representatives, successors and assigns;
- (e) a reference to a statute includes its delegated legislation and a reference to a statute or delegated legislation or a provision of either includes consolidations, amendments, re-enactments and replacements;
- (f) a reference to a right includes a benefit, remedy, discretion, authority or power;
- (g) a reference to an obligation includes a warranty or representation and a reference to a failure to observe or perform an obligation includes a breach of warranty or representation;
- (h) capitalised words not having a defined meaning under **clause 1.1** have the meaning prescribed in the Act or the Rail Safety National Law (as applicable) at the date of this Agreement. To the extent of any inconsistency, the definitions in the Act or the Rail Safety National law (as applicable) will prevail;
- (i) headings are for convenience only and do not affect the interpretation of a clause;
- (j) "includes" or "including" means includes or including but without limitation;
- (k) a reference to a document (including this agreement) is to that document as updated, varied, novated, ratified or replaced from time to time;
- (l) a reference to a party, clause, schedule, exhibit, attachment or annexure is a reference to a party, clause, schedule, exhibit, attachment or annexure to or of this Agreement; and
- (m) a reference to "\$" or "dollar" is to Australian currency.

1.3 Inconsistency

- (a) Any schedule attached to this Agreement forms part of this Agreement. If there is any inconsistency between any clause of this Agreement and any provision in any schedule, the clause of this Agreement prevails.

- (b) If there is any inconsistency between a clause of this Agreement and a provision of the Interface Agreement, the Interface Agreement prevails to the extent of the inconsistency.

2 Termination of Previous Dealings

2.1 Termination of Previous Dealings

The parties, by this Agreement, agree that:

- (a) all previous agreements and arrangements between the parties with respect to the Connecting Line, Ancillary Facilities and the Interconnection Point ("**Previous Dealing**") are terminated, unless the parties record in Schedule Five the details of any Previous Dealings that are not terminated by this Agreement; and
- (b) no Claim may be made by the Private Siding User pursuant to any rights or obligations under a Previous Dealing.

3 Term of this Agreement

3.1 Term

- (a) The parties enter into this Agreement for the Term.
- (b) The parties acknowledge and agree that this Agreement will terminate immediately on the termination or expiration of the Interface Agreement, and, if the term of the Interface Agreement is extended, the Term of this Agreement will be extended for the same period.
- (c) Subject to **clause 14.2**, the parties' obligations and rights under this Agreement are limited in time to the Term, unless specified otherwise in this Agreement.

3.2 Not Used

3.3 Extension of the Term

If Sydney Trains permits the Private Siding User to continue to have the Private Siding connected to the MRN after the expiry of the Term, this Agreement will continue on a month to month basis, terminable by either party on one month's written notice ending on any day.

4 Licences

4.1 Grant of Licence to Sydney Trains

- (a) The Private Siding User licences Sydney Trains and its Personnel to enter and occupy the Land, together with any necessary vehicles, machinery and equipment to the extent necessary to:
 - (i) construct, maintain or repair the Connecting Line, the Running Line and Ancillary Facilities; and
 - (ii) meet its obligations, or exercise its rights under this Agreement, the Interface Agreement and the Law (including, without limitation, sections 5 and 7 and Schedule 6A of the Act),

provided that Sydney Trains:

- (iii) gives reasonable notice to the Private Siding User of the requirement to access the Land (except in emergencies, when no notice is required); and
 - (iv) complies, and ensures that its Personnel comply, with all relevant and reasonable instructions and directions, safety plans and other requirements as required and notified by the Private Siding User.
- (b) Any activities undertaken as a result of this licence are undertaken at Sydney Trains' risk, except to the extent that any Claim arises due to the negligence of the Private Siding User or its Personnel.

4.2 **Grant of Licence to the Private Siding User**

- (a) Subject to **clause 4.2(c)**, RailCorp licences the Private Siding User and its Personnel to enter and occupy the Rail Land, subject to RailCorp's consent, together with any vehicles, machinery and equipment, to the extent necessary to:

- (i) connect the Private Siding to the Connecting Line;
- (ii) operate the Private Siding, including to construct, maintain or repair the Interconnection Point and the Private Siding; and
- (iii) meet its obligations, or exercise its rights under this Agreement and the Interface Agreement,

provided that the Private Siding User:

- (iv) gives reasonable notice to Sydney Trains of the requirement to access the Rail Land (except in emergencies, when no notice is required); and
 - (v) complies, and ensures that its Personnel comply, with all relevant and reasonable instructions and directions, safety plans and other requirements as required and notified by Sydney Trains.
- (b) Any activities undertaken as a result of this licence are undertaken at the Private Siding User's risk, except to the extent that any Claim arises due to the negligence of Sydney Trains, RailCorp or its Personnel.
- (c) The Private Siding User acknowledges and agrees that Sydney Trains and RailCorp may prevent access to the Rail Land if, in Sydney Trains' or RailCorp's reasonable opinion, access will affect, interfere with or damage the MRN.
- (d) The Licence is personal to the Private Siding User and is granted as a non-exclusive licence to occupy the Rail Land for the Term.
- (e) Nothing in this Agreement:
- (i) confers on the Private Siding User any rights as a tenant of the Rail Land; or

- (ii) creates the relationship of landlord and tenant between the parties.

5 Safety Interface Agreement

5.1 Safety Interface Agreement

- (a) Subject to **clause 5.1(b)**, the Private Siding User must, within 20 business days after the Commencing Date, enter into the Safety Interface Agreement with Sydney Trains.
- (b) If the Private Siding User has entered into an agreement with Sydney Trains in substantially the same form as the Safety Interface Agreement prior to the date of this Agreement, then **clause 5.1(a)** will not apply.
- (c) The Private Siding User will:
 - (i) promptly procure all users of the Private Siding to enter into an agreement on the same terms as those contained in the Safety Interface Agreement; and
 - (ii) ensure that all users of the Private Siding comply with the terms contained in the Safety Interface Agreement.

6 Acknowledgement and Warranty

6.1 Private Siding User's Acknowledgement and Warranty

The Private Siding User acknowledges, warrants and agrees that:

- (a) it, and not Sydney Trains or RailCorp, is responsible and liable for the direct consequences of anything arising from the use of the Private Siding and Interconnection Point except to the extent caused by the negligence of Sydney Trains, RailCorp or its Personnel; and
- (b) it has the Approvals required under this Agreement and will comply with such Approvals.

7 Requirements of Laws and Government Authorities

7.1 Private Siding User to Comply

The Private Siding User must at all times:

- (a) comply;
 - (b) ensure its Personnel and any person authorised by it complies; and
 - (c) ensure the Private Siding and Interconnection Point comply,
- with the requirements of all Laws and Government Authorities.

7.2 Change in Laws

Where the requirements of any Laws which affect the subject matter of this Agreement change in such a manner where the rights and obligations set out in

the Agreement could be, or are, in conflict with the Laws, the parties must amend this Agreement to ensure that the requirements of any Laws are met.

8 Ownership

8.1 Rail Land, Connecting Line and the Ancillary Facilities

- (a) RailCorp owns the Rail Land, the Running Line, the Connecting Line and the Ancillary Facilities.
- (b) Sydney Trains operates and manages the Running Line, the Connecting Line and the Ancillary Facilities.

8.2 Private Siding and Interconnection Point

The Private Siding User acknowledges and agrees that the Private Siding and Interconnection Point is under the management, ownership or control of the Private Siding User.

9 Maintenance, Repair, Alteration and Addition

9.1 Sydney Trains' Obligations and Powers

- (a) Sydney Trains will:
 - (i) maintain the Connecting Line and the Ancillary Facilities fit for purpose; and
 - (ii) repair any damage to the Connecting Line and the Ancillary Facilities, except to the extent that damage is caused or contributed to by the negligence of the Private Siding User or its Personnel.
- (b) Sydney Trains may:
 - (i) alter the Connecting Line and the Ancillary Facilities in any reasonable manner but (without limiting its rights under **clause 21.7**) not so as to render them inoperative, except temporarily whilst any such work is being carried out;
 - (ii) erect any reasonable structure or undertake any structural work on or near the Connecting Line and the Ancillary Facilities directly relating to the Connecting Line and Ancillary Facilities;
 - (iii) attach anything to the Connecting Line and the Ancillary Facilities; and
 - (iv) do any other reasonable thing in respect of the Connecting Line and the Ancillary Facilities.
- (c) If Sydney Trains decides, acting reasonably, that access to the Connecting Line should be suspended for maintenance, repairs or alterations or for any reason, Sydney Trains may suspend access to the Connecting Line or render the Connecting Line inaccessible for the required period.

- (d) Sydney Trains will, in exercising any of its rights under **clauses 9.1(a), 9.1(b) or 9.1(c)**, take all reasonable steps to:
 - (i) minimise any inconvenience to the Private Siding User or its Personnel as a result of any work; and
 - (ii) minimise any period of any suspension of access to the Connecting Line.
- (e) Nothing in this Agreement obliges Sydney Trains to maintain, repair, restore, install or otherwise do work in respect of the Private Siding and Interconnection Point.
- (f) The exercise by Sydney Trains of its rights under this **clause 9.1** and **clause 12.4** will not give rise to:
 - (i) a Claim;
 - (ii) delayed or non-payment of the Connection Fee; or
 - (iii) right of termination of this Agreement,

by the Private Siding User or any of its Personnel or anyone claiming under, through or for the Private Siding User, except where the exercise of those rights by Sydney Trains has been in breach of this Agreement or has been negligent and results in personal injury.

9.2 The Private Siding User's Obligations

- (a) The Private Siding User must, at its cost, ensure that it and all relevant Personnel:
 - (i) maintain the Private Siding and Interconnection Point:
 - (A) in good repair; and
 - (B) Fit for Use to the extent necessary to ensure safe travelling of rail traffic over the Interconnection Point;;
 - (ii) repair any damage to the Private Siding or the Interconnection Point, except to the extent that damage is caused or contributed to by the negligence of Sydney Trains; and
 - (iii) replace, from time to time, any component of the Turnout, Catch Point or Ancillary Facilities which fails to operate during the Term.
- (b) The Private Siding User must notify Sydney Trains immediately if the Private Siding or the Interconnection Point are not Fit for Use.
- (c) On Sydney Trains' request at any time in a proper exercise of its statutory functions, the Private Siding User must provide Sydney Trains with a certificate from the Rail Infrastructure Manager which states that the Private Siding and the Interconnection Point are certified as being Fit for Use to the extent necessary to ensure safe travelling of rail traffic over the Interconnection Point.

- (d) If part of a Sydney Trains fence is removed to allow access for work being done by the Private Siding User, the Private Siding User must:
 - (i) ensure no animal or unauthorised person enters the area previously protected by the fence; and
 - (ii) construct a gate which satisfies Sydney Trains and, once the work has been completed, restore the fence to its original condition.

10 Information and Inspection

10.1 Private Siding User to Inform Sydney Trains

The Private Siding User must provide Sydney Trains, on request, with all documents and other information of which the Private Siding User is aware, concerning the Connecting Line, Private Siding and the Interconnection Point, or use of them, as reasonably required by Sydney Trains and which are in the possession or control of the Private Siding User.

11 Access to and use of Rail Infrastructure Facilities and the Private Siding

11.1 Acknowledgement Regarding Access Rights

- (a) The Private Siding User acknowledges and agrees that:
 - (i) notwithstanding any other provision in this Agreement, no right of access to, or use of, the MRN is granted by this Agreement;
 - (ii) the Private Siding User will only be entitled to conduct Railway Operations on the MRN if it executes or has executed an Access Agreement and the Access Agreement is in force;
 - (iii) RailCorp may grant access to the Connecting Line to any and all Rail Transport Operators; and
 - (iv) in the case of an emergency, Sydney Trains will be entitled to permit rail traffic to access the Interconnection Point and Private Siding.
- (b) The Private Siding User must ensure that all movements of rolling stock between the Connecting Line and the Private Siding are undertaken by persons who have executed an Access Agreement.

12 Operation and Use of the Private Siding

12.1 Protection of Sydney Trains' Rail Infrastructure Facilities and the Rail Land

- (a) The Private Siding User must ensure that the use and condition of the Private Siding and the Interconnection Point:
 - (i) does not interfere with the operation or use of Sydney Trains' Rail Infrastructure Facilities or the Rail Land;
 - (ii) does not threaten the use, safety, operational capacity or efficiency of Sydney Trains' Rail Infrastructure Facilities;

- (iii) are for the purposes and under the loadings for which they are designed;
 - (iv) does not threaten the safety, capacity or efficiency of Sydney Trains' Rail Infrastructure Facilities; and
 - (v) remain suitable for the purposes for which they are required.
- (b) The Private Siding User must not and must ensure that its Personnel or any person acting on its behalf do not:
 - (i) delay or obstruct Sydney Trains or RailCorp in exercising or performing any of its rights, powers, authorities, duties or functions;
 - (ii) destroy, damage or interfere with Sydney Trains' Rail Infrastructure Facilities;
 - (iii) interfere with the operation or use of Sydney Trains' Rail Infrastructure Facilities;
 - (iv) do anything that threatens or is likely to threaten the use, safety, operational capacity or efficiency of Sydney Trains' Rail Infrastructure Facilities or the Rail Land; or
 - (v) destroy, damage, obstruct or interfere with (including by causing or permitting any contamination of) the Rail Land.
- (c) Any breach by the Private Siding User of this **clause 12.1** must be rectified or remedied by the Private Siding User immediately.
- (d) The Private Siding User must comply, and must ensure that its Personnel, all persons authorised by it and all persons under its control comply, with all reasonable directions given by Sydney Trains regarding activities undertaken on the Connecting Line, the Ancillary Facilities and Sydney Trains' Rail Infrastructure Facilities.

12.2 Not Used

12.3 Not Used

12.4 Alteration, Removal or Closure of the Private Siding

- (a) The Private Siding User must not alter, remove or close the Private Siding unless the Private Siding User has given Sydney Trains 30 days written notice of the Private Siding User's proposal.
- (b) The Private Siding User acknowledges and agrees that in the event the Private Siding User ceases to use or occupy the Private Siding for a period of 12 consecutive months, then Sydney Trains may:
 - (i) secure the Connecting Line out of use and suspend maintenance of that facility;
 - (ii) remove the Interconnection Point and the Connection Line and make good the Running Line, at the Private Siding User's cost; and

- (iii) terminate this Agreement under **clause 18.2(b)**.
- (c) If Sydney Trains exercises its rights under **clause 12.4(b)** or **clause 18.5(a)**, the Private Siding User must pay to Sydney Trains the Incurred Costs.
- (d) The Private Siding User may request, in writing, that Sydney Trains provide the Private Siding User with a record of the Incurred Costs which were incurred by Sydney Trains in exercising the rights referred to in **clause 12.4(c)**.
- (e) If the Private Siding User issues a request under **clause 12.1(d)**, Sydney Trains will use reasonable endeavours to provide a record of the Incurred Costs within **## month** of receiving the request.
- (f) The Private Siding User acknowledges and agrees that Sydney Trains may call on the Security to pay for the Incurred Costs, if the Private Siding User has not paid the Incurred Costs within one month of receiving written notice from Sydney Trains.
- (g) If the Private Siding User requires the Connecting Line to be restored to use or reinstalled, Sydney Trains will charge the Private Siding User for the work involved. The Private Siding User acknowledges and agrees that Sydney Trains will not commence the restoration work until the Private Siding User has paid Sydney Trains the amount, which in Sydney Trains' reasonable opinion, represents the reasonable costs incurred in the restoration or reinstallation work.

12.5 Environmental Liability

- (a) Notwithstanding any other provisions of this Agreement, the Private Siding User agrees to the maximum extent permitted by Law not to make, assert or exercise any right or entitlement it may have at any time against Sydney Trains or RailCorp and releases Sydney Trains and RailCorp in respect of anything related to any Environmental Liability to which the Private Siding User is or may become subject.
- (b) Notwithstanding any other provisions of this Agreement, the Private Siding User must indemnify Sydney Trains and its Personnel (each a "**Sydney Trains Party**") and RailCorp and its Personnel (each a "**RailCorp Party**") against all Costs incurred, or suffered by Sydney Trains or a Sydney Trains Party, RailCorp or a RailCorp Party, in connection with any Environmental Liability.
- (c) Sydney Trains and RailCorp receives the benefit, and is the agent of its Personnel for the purpose of receiving on their behalf the benefits of the indemnity given by the Private Siding User in **clause 12.5(b)** in favour of Sydney Trains' Personnel and RailCorp Personnel.
- (d) The releases and indemnities contained in this **clause 12.5** for the benefit of Sydney Trains and RailCorp continue in full force and effect as to any Claims relating to any event, act, omission or default occurring during the Term, notwithstanding the termination of this Agreement whether by expiration of time or otherwise.
- (e) **Clauses 15.1, 15.2 and 15.3** do not apply in relation to the indemnity in **clause 12.5(b)**.

- (f) Notwithstanding any other provision in this Agreement, at all times during the Term, the Private Siding User must have in place and comply with an environmental management system in respect of any activities carried out by the Private Siding User and its Personnel, on or near the MRN that is consistent with "AS/NZS ISO 14001:2004: Environmental Management Systems - Requirements with guidance for use", or any document that replaces or amends that document.
- (g) The Private Siding User will monitor and review the environmental management system referred to in **clause 12.5(f)** to manage environmental risk.

13 Costs, Taxes and Charges

13.1 Payment to Sydney Trains of Connection Fee

The Private Siding User must pay to Sydney Trains the Connection Fee as set out in **Item 20** of Schedule One by way of a non-refundable annual payment in advance within 30 days of receiving an invoice.

13.2 GST

- (a) In this clause:

GST means any goods and services tax or other form of value added or consumption tax and includes GST as defined in *A New Tax System (Goods and Services Tax) Act 1999*.

GST Law means the laws in relation to GST and includes the term "GST Law" as defined in *A New Tax System (Goods and Services Tax) Act 1999*.

Prevailing GST Rate means the rate of GST prevailing at the relevant time which the parties agree is 10% as at the date of this Agreement.

Recipient has the meaning under GST Law.

Supplier means a party making a Supply.

Supply has the meaning under GST Law.

Taxable Supply has the meaning under GST Law.

- (b) All amounts payable by a party to another party under this Agreement are exclusive of GST. If a Supply under this Agreement by a Supplier is subject to GST, or is a Taxable Supply, then the Recipient must in addition to all amounts payable (including non-monetary consideration) by it to the Supplier, pay to the Supplier a further amount determined by multiplying the total consideration (which in the case of non-monetary consideration will be the GST exclusive volume of that consideration) in respect of that Supply by the Prevailing GST Rate, such payment to be made at the time the consideration for that Supply is due to the Supplier. Such further amounts are not refundable in any circumstances except at the sole discretion of the Supplier.
- (c) The Supplier must issue a Tax Invoice to the Recipient of a Supply to which **clause 13.2(b)** applies no later than 7 days prior to the due date for

payment of the GST inclusive consideration determined under that clause. The Recipient is not obliged to make any payment on account of GST until it receives a tax invoice in accordance with this clause.

13.3 Stamp Duty

The Private Siding User must attend to the stamping of this Agreement, if required, and must bear all stamp duty and all costs related to stamp duty (including any fines) whatsoever on or in respect of this Agreement and any instrument or transaction contemplated by this Agreement.

13.4 Costs of Agreement

- (a) Each party must pay its own Costs (including legal costs) associated with the preparation, negotiation and execution of this Agreement.
- (b) If this Agreement is reviewed, varied or amended, the party requesting the review, variation or amendment will pay the reasonable Costs (including legal costs) associated with the preparation, negotiation and execution of the amendment.

14 Indemnities

14.1 General Indemnities

- (a) The Private Siding User indemnifies Sydney Trains and Sydney Trains Related Persons from and against all claims, demands, actions, liabilities, losses, damages, costs, charges and expenses of any nature which Sydney Trains or Sydney Trains Related Persons suffer or incur or for which Sydney Trains or Sydney Trains Related Persons is or may become liable in respect of or arising out of:
 - (i) any negligence or wrongful act or omission of the Private Siding User and/or its Personnel while carrying out or exercising or purporting to carry out the Activities, or exercise any of the Private Siding User's duties, obligations and rights under this Agreement;
 - (ii) any breach by the Private Siding User of any of the Private Siding User obligations under this Agreement; or
 - (iii) any Incident or accident occurring in or around the Private Siding and/or the Interconnection Point which affect the rail operations on, or cause damage to, the MRN or the Rail Infrastructure,

except to the extent caused or contributed to by the negligence of Sydney Trains or Sydney Trains Related Persons.
- (b) The Private Siding User agrees that Sydney Trains receives the benefit, and is the agent of Sydney Trains Related Persons for the purpose of receiving on their behalf the benefits of the indemnity given by the Private Siding User in **clause 14.1(a)** in favour of Sydney Trains and Sydney Trains Related Persons. If this Agreement is vested to one of the Sydney Trains Related Agencies or a Subsidiary Corporation, then the reference to Sydney Trains Related Persons in **clause 14.1(a)** is deemed to include Sydney Trains for the purpose of this **clause 14.1(a)**.

- (c) The Private Siding User releases Sydney Trains and Sydney Trains Related Persons from and against all claims, demands, actions, liabilities, losses, damages, costs, charges and expenses of any nature which the Private Siding User is liable or may become liable in respect of or arising out of:
- (i) the performance by Sydney Trains of any of its obligations under this Agreement;
 - (ii) noise, vibration or stray electrical currents emanating from the MRN or the Rail Infrastructure;
 - (iii) any Incident or accident occurring in or around the MRN or the Interconnection Point which affects rail operations at, or causes damage to, the Private Siding; and
 - (iv) any occurrence or non-occurrence as a direct or indirect result of which Sydney Trains is prevented from or delayed in performing any of its obligations under this Agreement and that is beyond the reasonable control of Sydney Trains (including forces of nature and industrial action),
- except to the extent caused or contributed to by the negligence of Sydney Trains or Sydney Trains Related Persons.
- (d) The Private Siding User agrees that Sydney Trains receives the benefit, and is the agent of Sydney Trains Related Persons for the purpose of receiving on their behalf the benefits of the release given by the Private Siding User in this Agreement in favour of Sydney Trains Related Persons. If this Agreement is vested to one of the Sydney Trains Related Agencies or a Subsidiary Corporation, then the reference to Sydney Trains Related Persons in **clause 14.1(c)** is deemed to include Sydney Trains for the purpose of **clause 14.1(c)**.

14.2 Continuance of Indemnities

The indemnity in this **clause 14** is a continuing obligation of the Private Siding User and remains in full force and effect as to any claims relating to an event, act, omission or default occurring during the term of this Agreement despite termination of this Agreement.

15 Limitations

15.1 Limited Liability

- (a) Notwithstanding any other provisions of this Agreement other than **clause 12.5**, neither party is liable for any Consequential Loss suffered by the other party or for which the other party becomes liable.
- (b) For the purposes of this clause "**Consequential Loss**" means any loss of anticipated profit, loss of contracts, loss of revenue, loss of production, loss of freight haulage tonnage, loss of use, loss of rent income or loss of occupation (whether or not any such loss is of a direct, indirect or consequential nature) or for penalties and damages under any agreement (other than this Agreement) but does not include property damage or losses arising from third party claims for property damage, personal injury, nervous shock or death.

15.2 Limitation on Claims

Notwithstanding any other provision of this Agreement other than **clause 12.5**, neither party will make any Claim against the other under or in connection with this Agreement, including in relation to the indemnities in **clause 14**, unless notice of the Claim has been given to the other within:

- (a) 12 months of the occurrence of the event out of which such Claim arises; or
- (b) after the expiry of a 12 month period from the occurrence of the event out of which such Claim arises and in the case of a Claim for contribution in respect of a third party claim, 3 months of receiving the third party claim.

15.3 Liability - Network Standard

Notwithstanding any other provision of this Agreement, neither Sydney Trains or RailCorp will not be liable to the Private Siding User and the Private Siding User will not have or make any Claim against Sydney Trains or RailCorp in respect of any loss of or damage to real or personal property, including property of the Private Siding User, or personal injury to or death of any person or any other damage, expense, injury, Cost or loss whatsoever arising out of or in connection with:

- (a) the standard of the MRN or a Yard or any infrastructure related to the MRN or a Yard; or
- (b) any failure of or defect in the MRN or a Yard or in any infrastructure related to the MRN or a Yard,

except to the extent that such loss, damage, injury, Cost or expense results directly from the failure of Sydney Trains or RailCorp to maintain, subject to this Agreement, the MRN or a Yard to the minimum standard required by Sydney Trains' or RailCorp's accreditation as an owner of the MRN.

16 Security

16.1 Security Amount

Subject to **clause 16.2**, the Private Siding User must deliver the Security to Sydney Trains on or before the date on which the Private Siding User executes this Agreement and must keep the Security current and enforceable at all times during the Term.

16.2 Sydney Trains May Call on Security

- (a) The Security will be held by Sydney Trains as security for the performance by the Private Siding User of its obligations under this Agreement.
- (b) Sydney Trains may convert the Security into cash and have recourse to it.
- (c) If the Security held by Sydney Trains is due to expire before the end of the Term, Sydney Trains may exercise or draw against the Security and hold the proceeds as security for the Private Siding User's obligations unless a suitable replacement bank guarantee is substituted for it prior to its expiry.

16.3 Additional Security

- (a) If Sydney Trains draws on the Security under **clause 16.2**, the Private Siding User must promptly provide a replacement bank guarantee for the amount drawn by Sydney Trains against the Security.
- (b) If Sydney Trains requires the amount of the Security under **clause 16.2** to be increased, the Private Siding User must promptly provide a replacement bank guarantee or additional bank guarantee for the amount reasonably required by Sydney Trains.

17 Insurances

17.1 Insurances

- (a) The Private Siding User must obtain, hold, and maintain a policy of public liability insurance with a reputable insurer (rated not less than A minus by Standard and Poor's or AM Best or an equivalent rating by another internationally recognised rating agency) for an amount of no less than \$250 million (or such amount as required by Sydney Trains from time to time) for any one occurrence for the duration of this Agreement which includes cover for loss or damage arising in respect of or in connection with the Private Siding User's activities, rights and obligations under this Agreement and without policy exclusions as to rail operations. The insurance policy must include a principal's indemnity endorsement specifically including Sydney Trains and RailCorp as insureds under that policy.
- (b) Prior to the Commencing Date of this Agreement, and on reasonable request by Sydney Trains from time to time during the duration of this Agreement (including upon renewal of the insurance required under **clause 17.1(a)**), the Private Siding User must provide evidence to Sydney Trains that the insurance required under **clause 17.1(a)** is maintained.
- (c) The Private Siding User must comply with the terms and conditions of its insurance policies effected and maintained pursuant to **clause 17.1(a)** and must not render such insurance void or voidable. In the event the Private Siding User's insurer cancels or fails to renew any of the insurance policies required to be effected under this Agreement, the Private Siding User must immediately notify Sydney Trains of such cancellation or failure to renew and must promptly obtain and provide evidence to Sydney Trains of the new insurance policies required to be effected under this Agreement.
- (d) The Private Siding User must notify Sydney Trains as soon as practicable of any occurrence on, in or near the Private Siding or the Interconnection Point which may or does give rise to a claim on its insurance policy required under **clause 17.1(a)** and must thereafter keep Sydney Trains informed of any subsequent developments concerning any claim. The Private Siding User must pay for any excess/deductibles payable under its insurance policy.

18 Default, Termination and Expiry of the Term

18.1 Default by Private Siding User

- (a) If the Private Siding User fails to perform any of its obligations under this Agreement, Sydney Trains will:
- (i) immediately, if the failure could impact on the safe use or operation of the MRN; or
 - (ii) otherwise, within 28 days (or such longer period as may be reasonable in the circumstances) of having being notified of that non-performance by Sydney Trains,
- at the Private Siding User's cost and without limiting its other rights, render the Private Siding inaccessible, by taking such actions as are reasonable in the circumstances, until the default is rectified and any amounts payable under this Agreement are paid.
- (b) Any amounts paid or incurred under **clause 18.1(a)** are payable by the Private Siding User upon demand by Sydney Trains.

18.2 Termination by Sydney Trains

- (a) Sydney Trains may terminate this Agreement on one month's notice if the Private Siding User breaches an essential term which includes:
- (i) an Insolvency Event occurring in relation to the Private Siding User;
 - (ii) the grant and material non-observance of the licence under **clause 4**;
 - (iii) a material non-observance of the obligations under **clause 12.1**;
 - (iv) effecting insurance under **clause 17**; and
 - (v) a breach of the limitations on the rights to assign this agreement under **clause 21.8**.
- (b) If Sydney Trains, in a proper exercise of its statutory functions, determines that access to the Connecting Line or the Private Siding should be permanently terminated, Sydney Trains may terminate this Agreement by giving the Private Siding User 90 days' notice of termination.

18.3 Termination by Private Siding User

The Private Siding User may terminate this Agreement by giving Sydney Trains 90 days' notice of termination.

18.4 Compensation

The Private Siding User is not entitled to any compensation from Sydney Trains for any loss it suffers or Cost or expenses it incurs as a result of Sydney Trains:

- (a) validly terminating this Agreement; or
- (b) validly terminating access to the Connecting Line or the Private Siding.

18.5 Consequences of Termination or Expiry of Term

- (a) On the expiration of the Term or termination of this Agreement:
 - (i) subject to **clause 18.5(a)(ii)**, the Private Siding User must, at its cost and if required by Sydney Trains:
 - (A) remove the Interconnection Point which includes the Turnout and Catch Point; and
 - (B) make good the Running Line, any Ancillary Facilities and the Rail Land so that they are returned to the same condition as at the date of this Agreement;
 - (ii) all work referred to in **clause 18.5(a)(i)** and **clause 9.2(a)(iii)** must be undertaken by a contractor approved by Sydney Trains or by Sydney Trains directly on behalf of and at the cost of the Private Siding User and in accordance with applicable Sydney Trains procedures; and
 - (iii) Sydney Trains may do all things necessary to ensure the safety of, and/or prevent further access to, the Private Siding from the Connecting Line including removing Rail Infrastructure Facilities, terminating access to the Connecting Line or rendering the Connecting Line inaccessible.
- (b) The Private Siding User must comply with all of Sydney Trains' reasonable directions in respect of the Private Siding and Interconnection Point.

18.6 Not used

18.7 Survival of Obligations and Rights

The parties' rights and obligations under **clauses 5, 12, 14, 18.4 and 18.5** continue after the termination of this Agreement.

19 Notices

19.1 Form of Notice

- (a) Any notice given in connection with this Agreement must be in writing and must be addressed to that party and either:
 - (i) hand delivered to, or sent by post to, the party's registered office, principal place of business or any other address the party notifies for the service of notices;

- (ii) sent by fax to any fax number the party notifies for the service of notices; or
 - (iii) sent by email to any email address the party notifies for the service of notices.
- (b) A notice is take to have been given:
- (i) in the case of being hand delivered, on the date on which it is delivered;
 - (ii) in the case of being sent by post, on the third (seventh if sent to an address in another country) day after the date of posting;
 - (iii) in the case of being sent by fax, at the time of dispatch as confirmed by a transmission report by the sending machine; and
 - (iv) in the case of delivery by email, at the time sent, unless the sender is notified, by a system or person involved in the delivery of the email, that the email was not successfully sent.

20 Disputes

20.1 Dispute

Any dispute between the parties must first be discussed between the persons nominated in **Item 2** of Schedule One or their nominees. If the dispute cannot be resolved at this level the matter must be referred to the relevant Sydney Trains Group General Manager and the Chief Executive Officer of the Private Siding User or equivalent position.

20.2 Conciliation

If the dispute was not able to be resolved between the parties within one month, the parties may agree to refer the matter to Australian Commercial Disputes Centre Limited for conciliation in Sydney. Any conciliation will be under the Australian Commercial Disputes Centre Limited rules in force for the time being. If the parties do not agree to refer the matter for conciliation, any party may commence proceedings in a court of appropriate jurisdiction.

20.3 Failure of Conciliation

If the dispute is not resolved within 30 days of the appointment of a conciliator for the purpose of a conciliation under **clause 20.2**, or such other time period as agreed between the parties, any party may commence proceedings in a court of appropriate jurisdiction.

21 General

21.1 Exercise of Rights

A party may exercise a right, power or remedy at its discretion, and separately or concurrently with another right, power or remedy. A single or partial exercise of a right, power or remedy by a party does not prevent a further exercise of that or any other right, power or remedy. Failure by a party to exercise or delay in exercising a right, power or remedy does not prevent its exercise.

21.2 Approvals and Consents

A party may give, conditionally or unconditionally, or withhold its approval or consent in its absolute discretion unless this Agreement expressly provides otherwise.

21.3 Entire Agreement

Subject to **clause 2.1**, this Agreement constitutes the entire agreement of the parties about its subject matter and any previous agreements, understandings and negotiations on that subject matter cease to have any effect.

21.4 Variation

- (a) Subject to **clause 21.4(b)**, the parties acknowledge and agree that this Agreement will be reviewed and may require amendment from time to time.
- (b) No provision of this Agreement nor a right conferred by it can be varied except in writing signed by the parties.

21.5 Governing Law and Jurisdiction

This Agreement and the transactions contemplated by this Agreement are to be governed by and interpreted in accordance with the Law in force in New South Wales. The parties irrevocably submit to the exclusive jurisdiction of the Courts of New South Wales.

21.6 Subcontractors and Contractors

- (a) Subject to **clause 18.5(a)(ii)**, Sydney Trains and the Private Siding User may subcontract some of its obligations under this Agreement.
- (b) Either party will:
 - (i) require all of its subcontractors to warrant that it will comply with all obligations set out in this Agreement; and
 - (ii) otherwise do all things necessary to permit the other party's subcontractor to perform its obligations under this Agreement.

21.7 Statutory Functions

- (a) The Private Siding User acknowledges that Sydney Trains' and RailCorp's:
 - (i) entry into this Agreement;
 - (ii) performance of any obligation under this Agreement; or
 - (iii) exercise of any rights it has under this Agreement,

is without election, waiver, estoppel or prejudice of any right which Sydney Trains or RailCorp otherwise has at Law, including under the Rail Safety National Law and the Act.

- (b) Notwithstanding any other provision in this Agreement, nothing in this Agreement limits or detracts from the obligations and duties of either party as a Rail Infrastructure Manager under the Rail Safety National Law.

21.8 Assignment

- (a) If the Private Siding User sells, transfers or otherwise disposes ownership, control or management of the Private Siding, the Private Siding User must assign or novate this Agreement, or otherwise transfer its rights and liabilities under this Agreement, subject to obtaining Sydney Trains prior written consent.
- (b) Sydney Trains may as a condition of giving its consent under **clause 21.8(a)**, require that any assignee, novatee or transferee enter into an agreement on any terms and conditions required by Sydney Trains including the assignee's, novatee's or transferee's acceptance of the Private Siding User's liabilities under this Agreement.
- (c) Any assignment, novation or transfer by the Private Siding User in connection with this Agreement will not relieve the Private Siding User of its obligations under this Agreement and the Private Siding User will be responsible for the acts and omissions of any assignee, novatee or transferee as if they were acts and omissions of the Private Siding User.
- (d) Sydney Trains may assign or novate this Agreement, or otherwise transfer its rights and obligations under this Agreement, without the prior written consent of the Private Siding User.

21.9 Re-organisation

If a party is reconstituted, renamed, replaced or if the powers and functions are transferred to another organisation, a reference under this Agreement to that party includes the reconstituted, renamed or replaced organisation or the organisation to which the powers of functions are transferred (as the case may be).

21.10 Waiver

A waiver or consent given by a party under this Agreement is only effective and binding on that party if it is given or confirmed in writing by that party.

21.11 Counterparts

This Agreement may be executed in counterparts. All executed counterparts constitute one document.

21.12 RailCorp Restructure

- (a) The parties acknowledge and agree that the NSW Government has indicated that it will restructure RailCorp. The restructure of RailCorp may result in RailCorp's assets, rights and liabilities being transferred to other entities.

- (b) The Private Siding User agrees:
- (i) any assets, rights or liabilities RailCorp holds may be novated, assigned or otherwise transferred from RailCorp to any other entity;
 - (ii) to undertake all actions reasonably requested by RailCorp to effect such a novation, assignment or other transfer; and
 - (iii) that the Private Siding User is not entitled to make, and RailCorp and any novatee, assignee or transferee will not be liable for, any Costs and Claims arising from or in connection with any novation, assignment or transfer contemplated by this clause.

22 Confidentiality

The parties must not disclose to any third party any Confidential Information belonging to the other party, except where the disclosure is:

- (a) required by this Agreement;
- (b) required by Law;
- (c) permitted in writing by the other party; or
- (d) required by the Minister.

Unless otherwise agreed between the parties, the contents of the Interface Agreement are not Confidential Information and may be disclosed to third parties.

EXECUTED as an agreement

SIGNED for and on behalf of **SYDNEY**)
TRAINS (ABN 38 284 779 682) by)
 in the presence of:)

 Signature of witness

 Signature of Authorised Officer

 Name of witness

(block letters)

 Name of Authorised Officer

(block letters)

 Position held

 Position held

SIGNED for and on behalf of **RAIL**)
CORPORATION NEW SOUTH WALES)
(ABN 59 325 778 353) by)
 in the presence of:)

 Signature of witness

 Signature of Authorised Officer

 Name of witness

(block letters)

 Name of Authorised Officer

(block letters)

 Position held

 Position held

SIGNED for and on behalf of [INSERT])
 (ABN 00 000 000 000) by)
 in the presence of:)

Signature of witness

Signature of Authorised Officer

Name of witness

Name of Authorised Officer

(block letters)

(block letters)

Position held

Position held

Schedule One - Schedule of Information

ITEM	DESCRIPTION	REFERENCE	DETAILS
1	Commencing Date	Clause 1.1	[INSERT]
2	Details of Parties, Representatives and Address for Notices	Page 1 Clause 20.1	<p>Sydney Trains (ABN 38 284 779 682):</p> <p>Attention: [INSERT]</p> <p>Address: [INSERT]</p> <p>Fax: [INSERT]</p> <p>Email: [INSERT]</p> <p>Representative: [INSERT]</p> <p>RailCorp (ABN 59 325 778 353):</p> <p>Attention: [INSERT]</p> <p>Address: [INSERT]</p> <p>Fax: [INSERT]</p> <p>Email: [INSERT]</p> <p>Representative: [INSERT]</p> <p>Private Siding User, [INSERT] (ABN 00 000 000 000):</p> <p>Attention: [INSERT]</p> <p>Address: [INSERT]</p> <p>Fax: [INSERT]</p> <p>Email: [INSERT]</p> <p>Representative: [INSERT]</p> <p>or other person in their place as may be notified in writing to the other party from time to time.</p>
3	Land	Clause 1.1	The plot of land shown hatched on the plan contained in the Interface Agreement, otherwise known as [INSERT Lot and DP].
4	Details of Ancillary Facilities	Clause 1.1	[INSERT]

ITEM	DESCRIPTION	REFERENCE	DETAILS
5	Details of the Connecting Line	Clause 1.1	The section of railway track from the Running Line to the Interconnection Point, as shown in Schedule Three.
6	Details of the Interconnection Point	Clause 1.1	As outlined in the Interface Agreement.
7	Details of the Private Siding	Clause 1.1	As outlined in the Interface Agreement.
8	Details of the Running Line	Clause 1.1	[INSERT]
9	Details of Rail Land	Clause 1.1	The land identified in Schedule Three comprising part of Lot [insert] in Deposited Plan [insert].
10	Catch Point	Clause 1.1	[INSERT]
11	Turnout	Clause 1.1	[INSERT]
12	Not Used		
13	Not Used		
14	Not Used		
15	Not Used		
16	Not Used		
17	Not Used		
18	Not Used		
19	Amount of Security	Clauses 1.1 and 15.1	[INSERT]
20	Amount of Connection Fee	Clause 13.1	[\$1.00 per annum if demanded.]
21	Not Used		

Schedule Two - Not Used

Schedule Three - Plan

[Note to Sydney Trains: This plan must clearly show and identify:

) the "Land"

) the "Connecting Line"; and

) the "Rail Land".]

Schedule Four – Not Used

Schedule Five - Previous Dealings

In accordance with **clause 2.1**, the following Previous Dealings continue to apply between:

1. Sydney Trains and the Private Siding User - [Interface Agreement between Sydney Trains and ##### dated #####]

Annexure A - Safety Interface Agreement

Appendix E – Train Path Modelling Data

TFNSW network pathing Model and results

Version	Date	Author	Review	Comment
0.1	22/03/2016	A. Mankoo	S. Tabone	Request 15136 Issued for discussion

Results

25-Tonne-Axle--60-Wagons

- The graphical representation illustrates the modelled train paths for the Wallarah-2 project. For the 25-Tonne-Axle with 60-Wagons, the speed is not limited to 60km/h and thus does not require the use of the Awaba loops.
- The paths indicated in the thicker 'Blue' line are the loaded trains travelling from the Mine (Wallarrah) to the Port towards (Islington Junction) in the down direction. The path indicated by the 'Green' line refers to the second rolling stock operation. (Refer to attachments).
- The table below indicates the Arrival and Departure times both at the mine and the port and can be linked up with the possible Up empty paths.

25-Tonne-Axle--60-Wagons-not limited to 60km/h (Using 92-Class loco)					
Paths	Down-Loaded			Up-Empty	
	Dep-Wallarrah	Needs-Loop?	Arr-Islington	Dep-Islington	Arr-Wallarrah
1	-00:07	No	0:57	4:43	5:48
2	4:09	No	5:11	8:06	9:11
3	7:19	No	8:23	12:46	13:52
4	11:28	Yes	12:41	14:55	16:00
5	15:22	Yes	17:27	20:45	21:50
6	17:38	No	18:41	25:00	26:21

¶

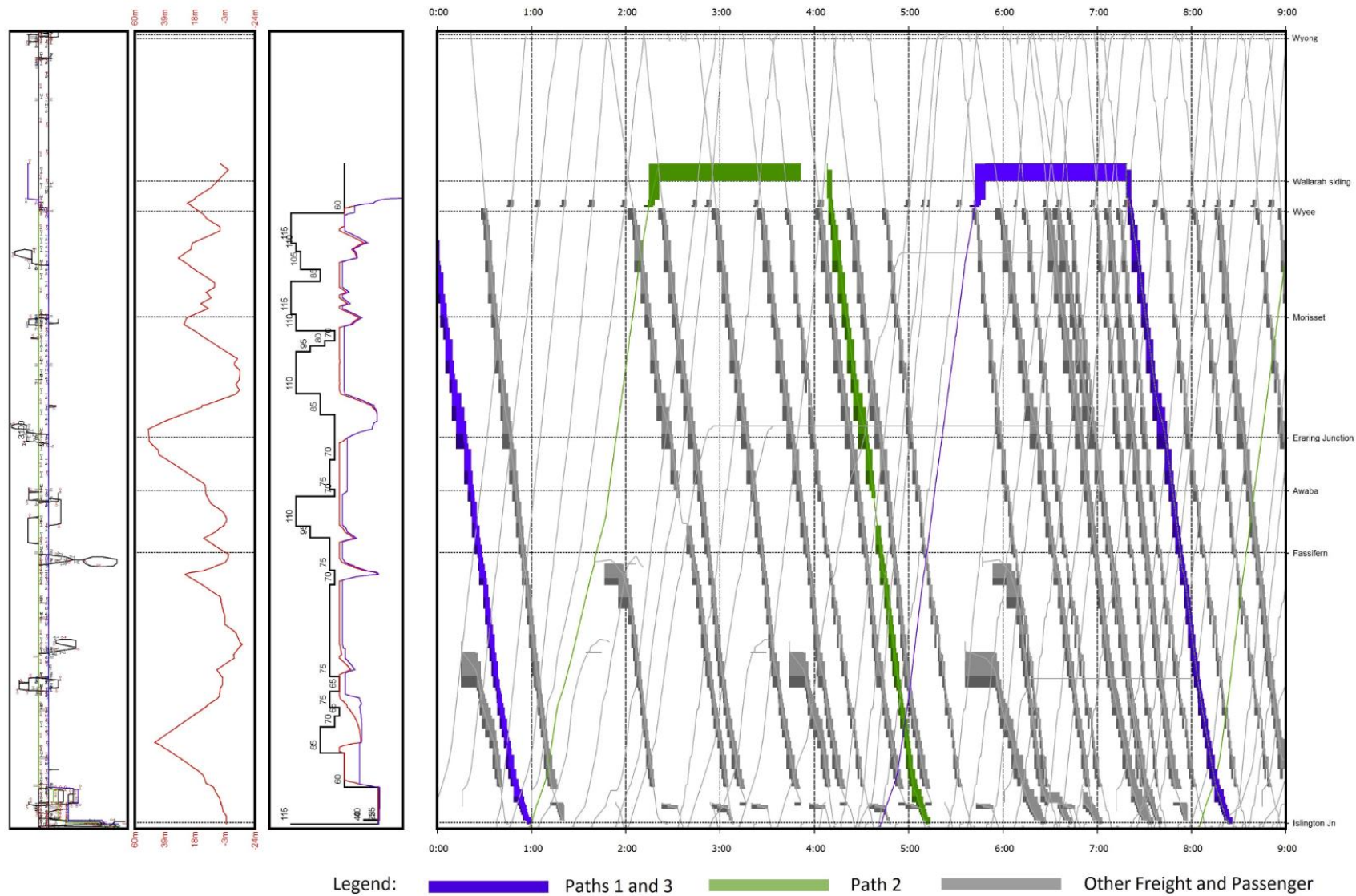
30-Tonne-Axle--54-Wagons

- For the 30-Tonne-Axle with 54-Wagons, the speed is limited to 60km/h and analysis shows that the loop at Awaba is required to provide a substantial path.
- The table below indicates the Arrival and Departure times both at the mine and the port and can be linked up with the possible Up empty paths.

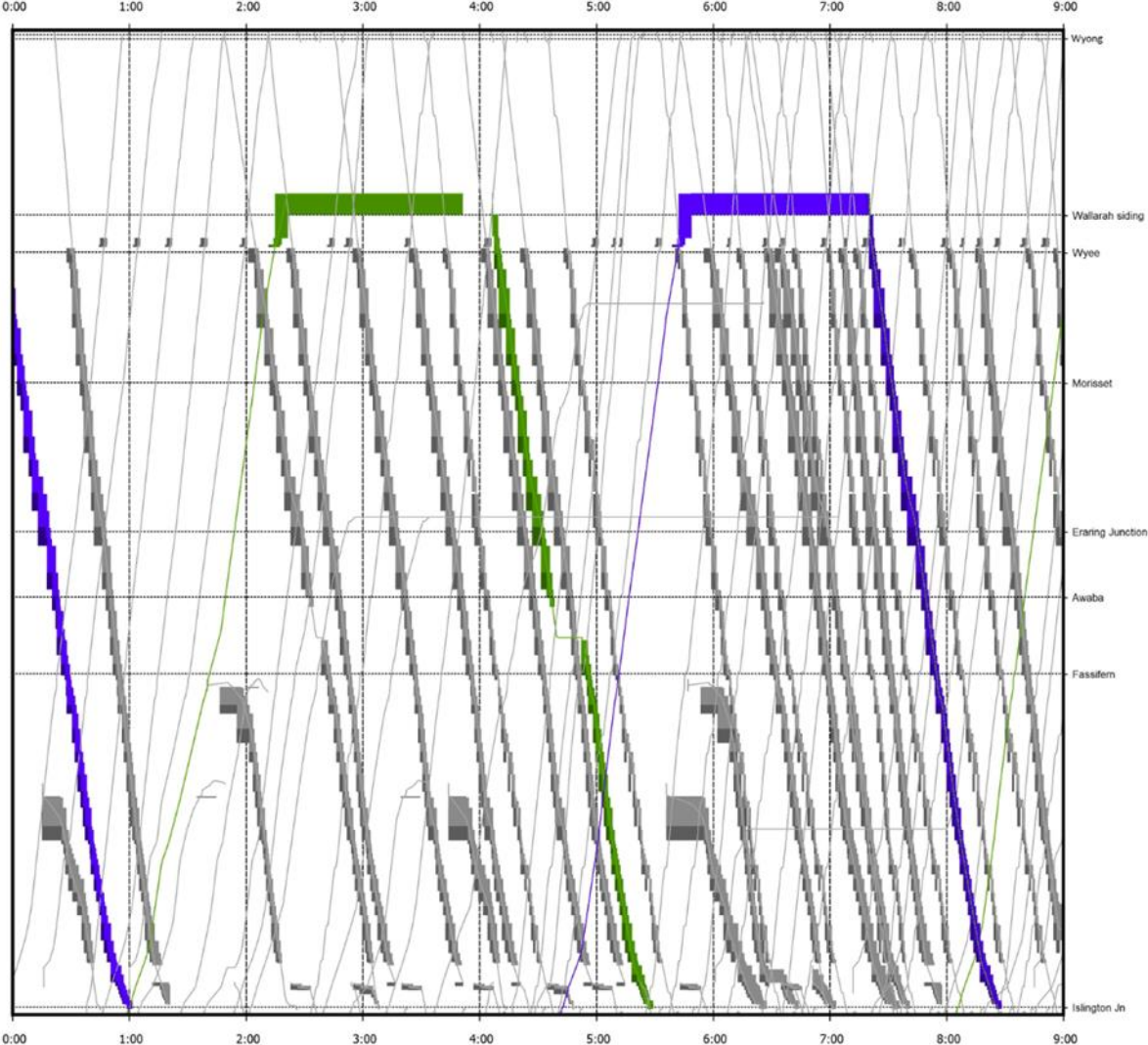
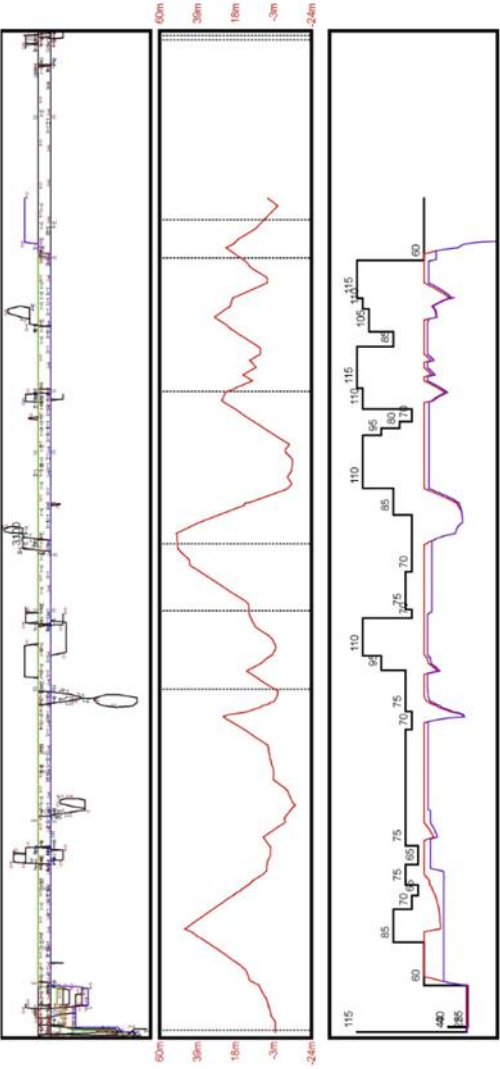
30-Tonne-Axle--54-Wagons-Limited to 60km/h (Using 92-Class loco)					
Paths	Down-Loaded			Up-Empty	
	Dep-Wallarrah	Needs-Loop?	Arr-Islington	Dep-Islington	Arr-Wallarrah
1	-00:07	No	0:59	4:43	5:48
2	4:07	Yes	5:26	8:06	9:11
3	7:20	No	8:25	12:46	13:52
4	11:28	Yes	12:43	14:55	16:00
5	15:22	Yes	17:28	20:50	21:55
6	17:39	Yes	19:15	25:00	26:21

¶

Wallarah 2: 25T Axle - 60 Wagons - Not limited to 60km/h (loaded)



Wallahah 2: 30T Axle - 54 Wagons - Limited to 60km/h (loaded)



Legend: ■ Paths 1 and 3 ■ Path 2 ■ Other Freight and Passenger

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Document Status

Rev No.	Author	Reviewer		Approved for Issue		
		Name	Signature	Name	Signature	Date
0	W Biggs	R Morrissey	<i>R Morrissey</i>	Paul Youman	<i>P Youman</i>	30/03/16
1	W Biggs	P Youman	<i>P Youman</i>	P Youman	<i>P Youman</i>	06/04/16
2	W Biggs	P Youman	<i>P Youman</i>	P Youman	<i>P Youman</i>	06/05/2016
3	W Biggs	P Youman	<i>P Youman</i>	P Youman	<i>P Youman</i>	09/05/2016
4	W Biggs	P Youman	<i>P Youman</i>	P Youman	<i>P Youman</i>	08/06/2016

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