

# Sydney Metro Sydenham to Bankstown Ancillary Facility Checklist

This checklist has been generated to determine compliance under the Sydney Metro City and Southwest Sydenham to Bankstown Upgrade Planning Approval, including Conditions of Approval A16 to A19 and to assess environmental risk factors.

<b>Assessment Name</b>	Belmore Triangle (Upper) Ancillary Facility and Laydown
<b>Assessment Criteria (As determined by checklist)</b>	A17
<b>Location</b>	Access from corner of Redman Parade and Hall Street, Belmore
<b>Prepared By</b>	Zhengyi Zhang
<b>Revision</b>	Rev D
<b>Date required by</b>	22/03/2024 (Proposed area was approved under SMCSWSSJ-JHL-WEC-EM-REC-000032-PACA-001–Additional Land Belmore Triangle Rev02, the approval expired in December 2022)

## 1. Provide a description of the location, including address, and proposed use. Attached a map within Appendix A

The proposed ancillary facility and laydown will be located within the “Belmore Triangle” area, within Sydney Trains land and accessed via an existing Sydney Trains access track from corner of Hall Street and Redman Parade, Belmore. The areas are currently used by the Southwest Metro Corridor Works (SMC) Project for laydown and stockpiling and has been a long-term Sydney Trains laydown area.

JHLOR will install an ancillary facility to support SMC works, consisting of;

- Portable toilets
- Containers
- Light Tower (Limited to use during possession)
- Laydown area
- Spoil and quarry material
- Oversized deliveries
- Storage general construction material (e.g. fixtures/fittings/conduits etc)

The area is outside of the Sydenham to Bankstown Project Environmental Impact Statement (EIS) boundary but is within the rail corridor, it will be assessed against CoA-A17

Approximately 20 staff members will use the facility at any time.

The area will generally be used during standard construction hours. Any use outside of standard construction hours during possessions will be subject to an OOHW Permit.

## 2. Landowner details

TAHE. A lease for the area has been executed (refer to Appendix B)

## 3. Timeframe

The facility will be in place until the duration of the SWM3 scope. Once project is complete, the Ancillary Facility will be removed, and the proposed occupied area will be handed over to landowner.

**4. Assessment against CoA-A16(a)**

Ancillary facilities that are not identified by description and location in the documents listed Condition A1 can only be established and used in each case if:

(a) they are located within the Construction boundary of the CSSI

N/A – the proposed location is not within the project boundary and as such is to be assessed under CoA-A17.

**5. Assessment against CoA-A16(b)**

(b) they are not located next to a sensitive receiver (including access roads) (unless landowners and occupiers have accepted in writing the carrying out of the relevant facility in the proposed location); and

N/A – the proposed location is not within the project boundary and as such is to be assessed under CoA-A17.

**6. Assessment against CoA-A16(c)**

(c) they have no impacts on heritage items (including areas of archaeological sensitivity), and threatened species, populations or ecological communities beyond the impacts approved under the terms of this approval; and

N/A – the proposed location is not within the project boundary and as such is to be assessed under CoA-A17

**7. Assessment against CoA-A16(d)**

(d) the establishment and use of the facility can be carried out and managed within the outcomes set out in the terms of this approval, including in relation to environmental, social and economic impacts.

N/A – the proposed location is not within the project boundary and as such is to be assessed under CoA-A17.

**8. Assessment against CoA-A17**

Ancillary facilities that are not identified by description and location in the documents listed in Condition A1 and do not meet the requirements of Condition A16, can only be established and used with the approval of the Planning Secretary except where they are located within the rail corridor, in which case they may be endorsed by the ER. A review of environmental impacts must be submitted with the request for Planning Secretary's approval or ER's endorsement.

The proposed location is outside of the Sydenham to Bankstown Project EIS Boundary and as such is not identified within the documents listed in Condition A1.

The proposed location is within the rail corridor and as such can be endorsed by the ER.

A risk assessment has been attached at the request of the ER. It is noted that the CEMP and sub-plans will be implemented for any works at the site – as such the control measures included are any extra control measure required.

**9. Assessment against CoA-A18**

The use of an ancillary facility for Construction must not commence until the CEMP required by Condition C1, relevant CEMP Sub-plans required by Condition C3 and relevant Construction Monitoring Programs required by Condition C8 have been approved by the Planning Secretary.

The CEMP, sub-plans and monitoring plans have been approved.

- SMC Construction Environmental Management Plan (CEMP) – Rev20 approved on 09.11.2023;
  - SMC Construction Soil and Water Management Plan (CSWMP) – Rev15 approved on 03.07.2023;
  - SMC Construction Heritage Management Plan (CHMP) – Rev13 approved on 03.07.2023;
  - SMC Construction Noise & Vibration Management Plan (CNVMP) – Rev09 approved on 03.07.2023;
  - SMC Visual Amenity Management Plan (VAMP) – Rev06 approved on 03.07.2023; and
  - SMC Construction Traffic Management Plan (CTMP) – Rev03 approved on 06.10.2021

**10. Assessment against CoA-A19(a)**

Lunch sheds, office sheds, portable toilet facilities, and the like, that are not identified as an ancillary facility in the documents listed Condition A1, can be established where they satisfy the following criteria:

**(a) are located within the Construction boundary;**

N/A – assessment will occur under CoA-A17

**11. Assessment against CoA-A19(b)**

(b) have been assessed by the ER to have -

- (i) minor amenity impacts to surrounding residences and businesses, after consideration of matters such as compliance with the Interim Construction Noise Guideline (DECC, 2009), traffic and access impacts, dust and odour impacts, and visual (including light spill) impacts, and
- (ii) minor environmental impact with respect to waste management and flooding, and
- (iii) no impacts on biodiversity, soil and water, and heritage items beyond those already approved under other terms of this approval.

N/A – assessment will occur under CoA-A17

# Risk Assessment

Sydney Metro Risk Matrix Enterprise Consequences			Enterprise Consequences								
			C6	C5	C4	C3	C2	C1			
Sydney Metro Consequence Criteria are presented in three categories: Enterprise, Project/Treat and Opportunity.	Health and Safety		Illness, first aid or injury not requiring medical treatment.	Illness or minor injuries requiring medical treatment.	Single recoverable lost time injury or illness, alternate/restricted duties injury, or short-term occupational illness.	1-10 major injuries requiring hospitalisation and numerous days lost, or medium-term occupational illness.	Single fatality and/or 10-20 major injuries/permanent disabilities/chronic diseases.	Multiple fatalities and/or >20 major injuries/permanent disabilities/chronic diseases.			
	Environment		No appreciable changes to environment and/or highly localised event.	Change from normal conditions within environmental regulatory limits and environmental effects are within site boundaries.	Short-term and/or well-contained environmental effects. Minor remedial actions probably required.	Impacts external ecosystem and considerable remediation is required.	Long-term environmental impairment in neighbouring or valued ecosystems. Expensive remediation required.	Irreversible large-scale environmental impact with loss of valued ecosystems.			
	Disruption to Service		No appreciable changes to environment and/or highly localised event.	Minor customer disruptions (Customer volume and time impacted).	Disruptions impacting customers with customers stranded on trains or stations between 15 to 60mins.	Major disruptions affecting services with customers stranded on trains or stations for over 60mins.	Line closure, asset failure or substantial disruptions affecting more than one service period (on/off peak), with network wide transport impacts	Line closure, asset failure, or substantial disruptions affecting several service periods (on/off peak), with significant network wide transport impacts			
	Customer Experience and Satisfaction		No appreciable changes to environment and/or highly localised event.	A stream of written complaints for more than 3 months.	A stream of written complaints for more than a year.	A substantial and sustained uplift in the rate of customer complaints (per 100,000 boardings).	A deluge of customer complaints for up to 6 months with normal background rates for the mode or service increasing by a factor of 3 or more.	A prolonged deluge of customer complaints for more than 6 months, with some normal background rates for the mode or service increasing by a factor of 10 or more.			
	Reputation and Public Perception		Negative article in local media. No discernible reaction/apprehension. Goodwill, confidence and trust retained.	Unease – Series of negative articles in local/state media. Confidence remains with some minor loss of goodwill and trust. Recovery with little effort or cost. Some continuing scrutiny/attention.	Disappointment – Extended negative local/state media coverage. Confidence and trust dented but are quickly recoverable at modest cost within existing budget and resources.	Concern – Short-term negative state/national media coverage. Confidence and trust are diminished but are recoverable with time, staff effort and additional funding.	Displeasure – Extended negative state/national media coverage. Confidence and trust are damaged but recoverable at considerable cost, time and staff effort.	Outrage – Material change in the public perception of the organisation. Confidence and trust are severely damaged, possibly irreparably, and full recovery both questionable and costly.			
	Regulatory or Legal Breach		Low-level non-compliance with legal and/or regulatory requirement or duty by individuals or TNSW.	Minor non-compliance with legal and/or regulatory requirement or duty. Investigation and/or report to authority.	Moderate non-compliance. Subject to comment and monitoring from applicable regulator. Small fine and no disruption to services.	Systemic non-compliance/Major breach resulting in enforcement action and/or prohibition notices. Substantial fine and no disruption to services.	Substantial breach resulting in prosecution, fines and/or litigation. Licence or accreditation restricted or conditional affecting ability to operate.	Prosecution leading to imprisonment of TNSW executive. Loss of operating licence.			
	Management Effort		An event, the impact of which can be absorbed as part of normal activity.	An event, the impact of which can be absorbed but some additional management effort is required.	An event, the impact of which can be absorbed but much broader management effort is required.	Major event which can be absorbed, but substantial management effort is required.	Severe event which requires extensive management effort but can be survived.	Catastrophic event with the clear potential to lead to the collapse of the organisation.			
	People		Minimal employee impact, small number of people affected. No absence of key staff.	Localised employees/discipline impacted. Isolated incidence of absenteeism.	Large number of employees (<50%) and/or morale impacted. Increased absenteeism and employees looking to leave.	Majority of employees (>50%) and/or morale materially impacted. Widespread absenteeism. Key employees are looking to leave.	Majority of employees impacted (>75%). Employee morale is reduced to low. High-turnover rate. Majority of key employees are looking to leave.	All employees impacted (100%). Insufficient workforce. Employee brand significantly impaired.			
	Revenue/OPEX Loss/Overrun		< \$10K	\$10K - \$100K	\$100K - \$1m	\$1m - \$5m	\$5m - \$25m	>\$25m			
Probability	One off event How likely?	Frequency	Repeated How often?	Likelihood	Consequence						
	Expected to occur frequently during time of activity or project. Greater than a 90% chance of occurring.		10 times or more every year	Almost certain	L1	Insignificant	Minor	Moderate	Major	Severe	Catastrophic
	Expected to occur occasionally during time of activity or project. A 75-90% chance of occurring.		1-10 times every year	Very Likely	L2	20	22	29	32	34	36
	More likely to occur than not occur during time of activity or project A 50-75% chance of occurring.		Once each year	Likely	L3	14	18	23	28	31	35
	More likely not to occur during time of activity or project. A 25-50% chance of occurring.		Once every 1 to 10 years	Unlikely	L4	9	12	16	24	27	33
	Not expected to occur during the time of activity or project. A 10-25% chance of occurring.		Once every 10 to 100 years	Very Unlikely	L5	6	7	11	17	25	30
	Not expected to ever occur during time of activity or project. Less than 10% chance of occurring.		Less than once every 100 years	Almost Unprecedented	L6	3	4	8	13	19	26
				1	2	5	10	15	21		

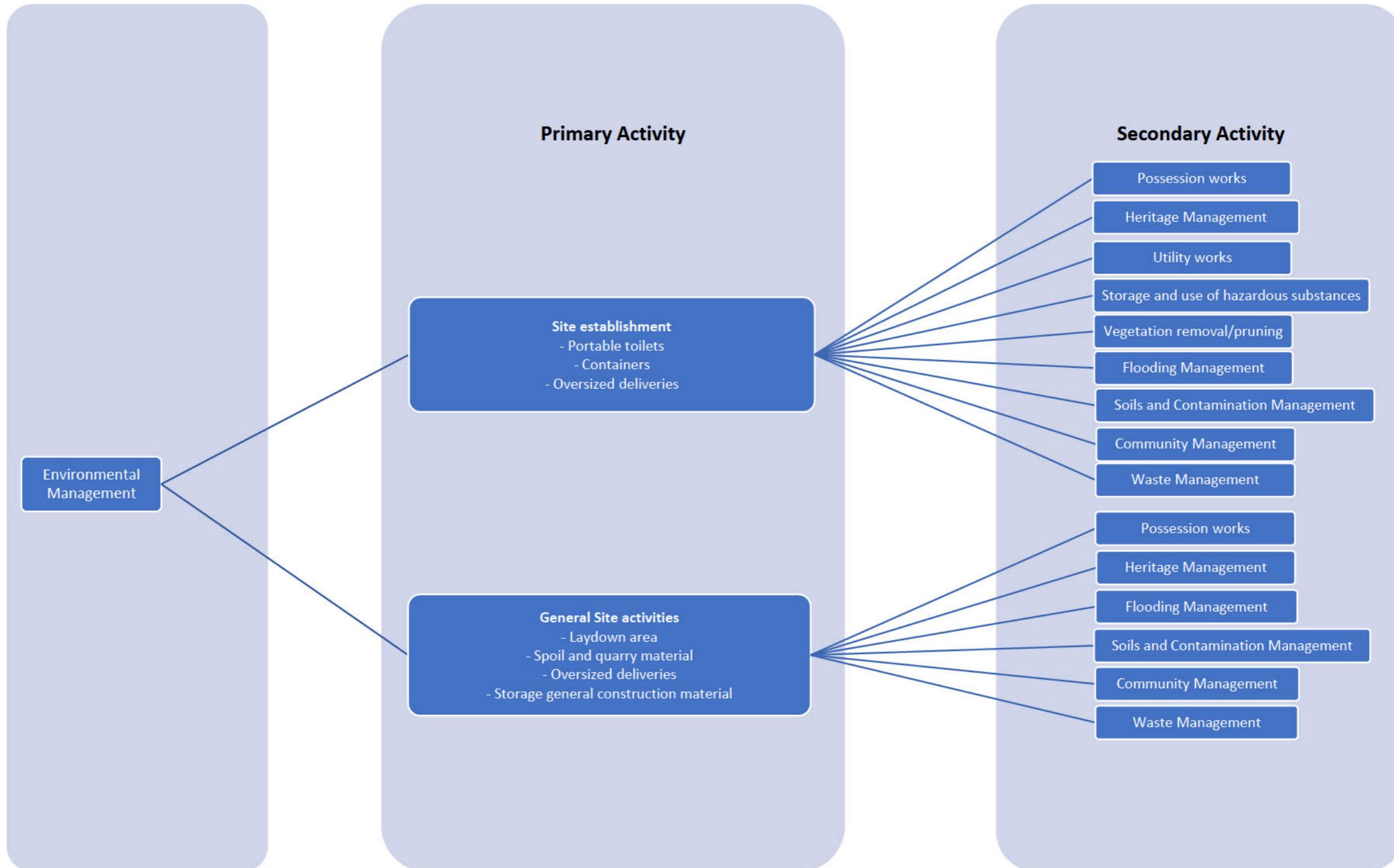
### Environmental Risk Assessment Rankings

This table may be used as a guide in determining the level of risk for each environmental issue.

**Risk Assessment Rankings:** 31-36 = Very High; 22 - 30 = High; 11 - 21 = Medium; 1 - 10 = Low

For each identified issue, consider the 'maximum credible' (not absolute worst case) risk that could result with **minimal or no controls** other than existing and using normal construction practices.

**Note:** Any one of the listed consequences must result in the use of the applicable consequence grading.



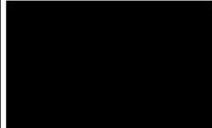
IDENTIFICATION							ASSESSMENT OF CONTROLS							
No	ACTIVITY	ENVIRONMENTAL ASPECTS	ENVIRONMENTAL IMPACTS	RISK RATING			Note: Controls in Planning conditions and approved CEMP & Sub-plans prevail to the extent of any inconsistency with those below.	CONTROLS			RESIDUAL RISK			
				RISK Assessment (current)				Likelihood      Consequence      Risk Rank			FINAL RISK Assessment (current)			
				Likelihood	Consequence	Risk Rank		Likelihood	Consequence	Risk Rank	Likelihood	Consequence	Risk Rank	
<b>By activity</b>														
1	Environmental Management (GENERAL)	Not identifying appropriate approvals, licenses or permits required and proceeding without them.	Works delayed, infringements, prosecution, poor community relations and reputational loss, remediation work.	Unlikely	Moderate	11	<ul style="list-style-type: none"> <li>Review the project EIS, modification, and statutory documentation for requirements relevant to the SMC works.</li> <li>All work will not be commenced until all management plans get approved.</li> <li>The proposed Ancillary Facility will be operated in accordance with the approved CEMP &amp; Sub-Plans.</li> <li>Review EPL 21147 for conditions of work</li> </ul>	Very unlikely	Moderate	8				
		Review / Approval	Timeliness of approval documentation being provided and time in day to complete all tasks	Unlikely	Moderate	11	<ul style="list-style-type: none"> <li>Active collaboration. Meeting (fortnightly and monthly meeting).</li> <li>Open communication.</li> </ul>	Very unlikely	Moderate	8				
2	Site establishment	Traffic/car spaces	Loss of parking availability to adjacent residential and commercial properties could result in community complaints.	Unlikely	Moderate	11	<ul style="list-style-type: none"> <li>Toolbox meetings with internal and external stakeholders.</li> <li>Implement the Construction Traffic Management Plan (CTMP) – Worker Car Parking Strategy, worker's car can be only park at corridor side.</li> <li>Signage. Community notification.</li> <li>Complaint response process</li> </ul>	Very unlikely	Moderate	8				
		Visual amenity	Light spill occurring during possession / OOHW periods, resulting in complaints.	Unlikely	Moderate	11	<ul style="list-style-type: none"> <li>Preplanning of light tower positions.</li> <li>Toolbox talks. Site inspections.</li> <li>Implementation of Visual Amenities Management Plan (VAMP) – Rev06.</li> </ul>	Very unlikely	Moderate	8				
		Appropriate selection and management of the ancillary facilities	Inadequate assessment of impacts to surrounding business and residential receivers and environmental receptors. Potential for complaints.	Unlikely	Moderate	11	<ul style="list-style-type: none"> <li>Appropriate notification.</li> <li>Initial selection of sites.</li> <li>Approval process.</li> </ul>	Very unlikely	Moderate	8				
		AF / MAF being installed improperly or not in compliance with planning approval	non-compliances. Timing delays for applications	Unlikely	Moderate	11	<ul style="list-style-type: none"> <li>Toolbox talks.</li> <li>Approval process though checklists etc.</li> <li>Training. Planning meetings. Inspections</li> </ul>	Very unlikely	Moderate	8				
		Temporary storage containers	Surrounding aesthetic temporary altered during construction	Likely	Moderate	16	<ul style="list-style-type: none"> <li>Correct initial placement to reduce impacts.</li> <li>Don't double-stack.</li> </ul>	Very unlikely	Moderate	8				
3	General Site activities	General construction traffic disturbing public access between local roads, pedestrian and cyclist access	Disturbance to local residents resulting in complaints being made, limited access, potential for delays at local road access points resulting in complaints.	Likely	Moderate	16	<ul style="list-style-type: none"> <li>Implement the Construction Traffic Management Plan (CTMP)</li> <li>Deliveries of plant and materials shall be undertaken outside of peak periods where possible.</li> <li>Site vehicles shall be parked within the rail corridor and not affect public parking areas.</li> <li>Scheduled road movements shall be minimised where possible.</li> <li>Oversized deliveries would be undertaken in accordance with the requirements of NSW Police or Roads and Maritime Services.</li> <li>Approved Traffic Management Plans in consultation with relevant authorities.</li> <li>Approved access routes, detailed Traffic Control Plans.</li> <li>Clear notifications / signage.</li> <li>Any vehicles will obey the road rules, including restrictions around school zones. Where possible, vehicles movements will be minimised during school zone restricted speed times.</li> <li>Vehicles will not park or idle within the school zone and will directly enter and leave site.</li> </ul>	Likely	Minor	12				

	Management of heavy vehicles and deliveries	Complaints from sensitive receivers due to increased level and frequency of noise.	Likely	Moderate	16	<ul style="list-style-type: none"> <li>Implement the Construction Traffic Management Plan (CTMP)</li> <li>Deliveries of plant and materials shall be undertaken outside of peak periods where possible.</li> <li>Site vehicles shall be parked within the rail corridor and not affect public parking areas.</li> <li>Scheduled road movements shall be minimised where possible.</li> <li>Oversized deliveries would be undertaken in accordance with the requirements of NSW Police or Roads and Maritime Services.</li> <li>Designated access routes.</li> <li>Approved Traffic Management Plans.</li> <li>Community Notifications.</li> <li>Pedestrian management with traffic controller in place where required.</li> </ul>	likely	Minor	12	
	Sediment laden runoff from construction works leaving site	Degradation of local watercourses. Increased turbidity in local water ways resulting in impact on aquatic life. Fines for sediment escaping site.	Unlikely	Major	17	<ul style="list-style-type: none"> <li>Haul road and site entrance should be maintained under Erosion and Sediment Control Plan.</li> <li>Implement CEMP and sub-plans.</li> <li>Erosion and Sediment Control Plan to be toolboxed to team</li> </ul>	Almost unprecedent	Major	10	
	Exhaust from plant and equipment.	Emissions resulting in air pollution.	Unlikely	Major	17	<ul style="list-style-type: none"> <li>Implement the CEMP and sub-plans.</li> <li>Toolbox training on Dust and Air Quality Management.</li> <li>Well maintained plant/ equipment and pre-start checks and servicing.</li> <li>Non-complaint vehicles removed from site / repaired.</li> </ul>	Almost unprecedent	Major	10	
	Noise and vibration from general construction activities resulting in impact to residents	Disturbance to residents or neighbouring businesses. Potential for complaints. (The closest residents are 6m north-west of the site entrance road.)	Likely	Moderate	16	<ul style="list-style-type: none"> <li>Plant movement and operating should follow CNVMP.</li> <li>Implement the CEMP and sub-plans.</li> <li>Toolbox training on noise generation</li> <li>A screen has been installed along the site entrance road, the screen will be maintained to reduce risk of disturbance to neighbours.</li> <li>Implement noise mitigation strategies for out of standard hours work.</li> <li>Monitor noise for compliance to project goals.</li> <li>Obtain Out of Hours Work Approval as required.</li> <li>No vibratory works will occur.</li> </ul>	Very unlikely	Moderate	8	
4	Possession works	Out of hours works	Scope or scheduling not appropriately assessed, resulting in louder than anticipated outcomes or non-compliances Construction team not providing the scope of works in time for appropriate noise modelling to be undertaken	Unlikely	Major	17	<ul style="list-style-type: none"> <li>No high noise impact activities proposed during possession.</li> <li>Noise modelling in Appendix B shows low noise impact (No sensitive receivers affected exceeding 75dB according EPL).</li> <li>Site team to focus on high noise impact activities, meetings, modelling tool.</li> <li>Ability to change scope of works and impact on modelling, competent environmental staff, walk with PMs (checking lighting requirement, plant/equipment needs checks...etc.)</li> </ul>	Almost unprecedent	Major	
		OOHW Application Submission	Lateness of application, resulting in approval delays.	Very unlikely	Major	13	<ul style="list-style-type: none"> <li>Ensure submission deadlines are met and reviews are undertaken in a timely manner</li> </ul>	Almost unprecedent	Major	
5	Heritage Management	Unexpected finds	Work delays, additional studies, approvals required, damage to heritage item.	Very unlikely	Moderate	8	<ul style="list-style-type: none"> <li>The proposed Belmore Triangle (Upper) area is outside of the heritage management area.</li> <li>Minimal excavation is expected, 0.2m below ground level within stabilizing layer (Gravels and DGBs) for ERSED (drainage), leveling and stabilization purpose.</li> <li>Implement the mitigation measures within the Construction Heritage Management Plan (CHMP) – Rev13.</li> <li>General inductions toolbox training on heritage management protocols.</li> <li>Label any known heritage items on Environmental Control Maps.</li> <li>If suspected heritage item encountered. Works to stop immediately and implement the Sydney Metro Unexpected Heritage Finds Procedure (refer to CHMP).</li> <li>Clearly highlight no-go zones on the ECM and communicate requirements to construction personnel during pre-start briefs, inductions and tool-box talks.</li> </ul>	Almost unprecedent	Moderate	5

6	<i>Utility works</i>	Utility management	Service strike leading to environmental degradation	Unlikely	Moderate	11	<ul style="list-style-type: none"> <li>The proposed work did not include ground penetration.</li> <li>Develop and implement the Utilities Management Strategy in accordance with the Utilities Management Framework</li> <li>Implement a Permit to Disturb</li> <li>Induction and toolbox talks.</li> <li>Detailed Site Survey to be managed by an appropriately qualified surveyor.</li> </ul>	Very unlikely	Moderate	8
7	<i>Storage and use of hazardous substances</i>	Storage of hazardous substances, leaking plant and equipment and spillage from refuelling.	Localised ground contamination / pollution of stormwater and requiring clean-up and/or receiving fines. Risk of igniting volatile substances. Unauthorised access to site / potential vandalism/damage leading to pollution.	Likely	Moderate	16	<ul style="list-style-type: none"> <li>Induction, toolbox talks and training on appropriate handling and storage of liquids. All storm water drains should be identified prior to works and protection installed.</li> <li>Storage areas to be away from sensitive areas and appropriately bunded.</li> <li>Where storage of hazardous chemicals is required a chemical storage cabinet (or equivalent) will be in place.</li> <li>Make storage areas restricted access areas. Reduce/eliminate need for hazardous substances.</li> <li>Training in use of spill kits.</li> <li>Contingency plans would be developed to deal with any spills which might occur during Construction.</li> <li>Clearly label containers. Regular auditing and inspection of storage areas and materials.</li> <li>Ensure all work sites are secure before leaving the site. All liquids i.e. paint etc. are to be securely locked away at the end of each day</li> </ul>	Very unlikely	Moderate	8
8	<i>Vegetation removal/pruning</i>	Vegetation trimming /clearing required outside approved work area	Unauthorised works / removal of vegetation outside defined work area, possibility of removing threatened species, fines incurred. (No TEC zone within or close to Belmore Triangle (Upper) area, tree adjacent to north-west and south-east boundary of the proposed area (refer to Appendix A))	Likely	Minor	12	<ul style="list-style-type: none"> <li>Implements the measures within the Construction Environmental Management Plan</li> <li>Include Trees within the tree report where they are to be trimmed or removed</li> <li>Implement a Vegetation Removal and Trimming Permit system</li> <li>Identify all sensitive areas, sign post and demarcate</li> <li>Establish tree protection zones</li> <li>An ecologist is to undertake a pre-clearance survey of all vegetation to be removed.</li> <li>An ecologist is to be present during the removal of native vegetation or fauna habitat.</li> <li>Where services must go through a tree protection zone, implement tree sensitive trenching methods (vacuum truck) where possible</li> </ul>	Very unlikely	Minor	4
9	<i>Flooding Management</i>	Flooding	Flood waters impacting the laydown. Flood catchment volume reduced	Unlikely	Moderate	11	<ul style="list-style-type: none"> <li>Proposed activity will not increase the site's flood potential.</li> <li>Sydney Metro Flood modelling indicates that the proposed area is not subject to flooding in the 1%AEP event. The nearby channel has sufficient capacity.</li> <li>Items are not to be stored within overland flow paths such as drains and swales</li> </ul>	Very unlikely	Moderate	8
10	<i>Soils and Contamination Management</i>	Soils and contamination	Encountering contamination Creating contamination through utility works Acid Sulphate Soils	Unlikely	Moderate	11	<ul style="list-style-type: none"> <li>Minimal excavation is expected within stabilizing layer (Gravels and DGBs) for ERSED (drainage), leveling and stabilization purpose.</li> <li>Works to occur in accordance with Construction Soil and Water Management Plan</li> <li>All waste is to be classified in Accordance with the Waste Classification Guidelines (NSW EPA, 2014)</li> <li>Acid Sulphate Soils are to be managed in accordance with the Acid Sulfate Soil Manual (ASSMAC, 1998)</li> <li>An occupational hygienist is to provide guidance and, where appropriate, supervise works with contaminated soils or substances.</li> </ul>	Very unlikely	Moderate	8

11	Community Management	General worker behaviour	Inappropriate worker behaviour (i.e. smoking outside of designated zones, worker parking, work interacting with the community), resulting in complaints	Likely	Minor	12	<ul style="list-style-type: none"> <li>Toolbox, talks, inspection and supervision.</li> <li>Designated smoking areas / ashtray.</li> <li>Implement the Construction Traffic Management Plan (CTMP) – Worker Car Parking Strategy, worker's car can be only park at corridor side.</li> <li>Internal and external communications with contractor. Inductions</li> </ul>	Very unlikely	Minor	4
		Avoidable complaints	Inappropriate environmental controls being in place. Truck idling, Working Parking, resulting in completion. Property damage	Likely	Moderate	12	<ul style="list-style-type: none"> <li>Toolbox, talks, inspection and supervision. Inductions. Pre-possession inspections. Lessons Learnt. Team meetings.</li> <li>Traffic controls for parking idling. New area check list. Selection of plant prior to works occurring.</li> <li>Utilisation of monitoring data. Implementation of CEMP and sub-plans.</li> </ul>	Very unlikely	Moderate	8
		Management of complaints	Complaints not been captured or actioned in an appropriate timeframe	Very unlikely	Moderate	8	<ul style="list-style-type: none"> <li>Site good at notifying comms team of issues that might result in complaints (proactive approach).</li> <li>Active and open channel of communication between contractor and Sydney Metro.</li> <li>Use of on call resources. Review of complaints management system.</li> </ul>	Almost unprecedent	Moderate	5
12	Waste Management	Waste Spoil	Incorrect disposal	Unlikely	Moderate	11	<ul style="list-style-type: none"> <li>Minimal excavation is expected within stabilizing layer (Gravels and DGBs) for ERSED (drainage), leveling and stabilization purpose.</li> <li>Stockpiled spoil material generated from project wide excavation activity.</li> <li>Implement CEMP and sub-plans.</li> <li>Classify waste in accordance with NSW EPA Waste Classification Guidelines</li> </ul>	Very unlikely	Moderate	8
		Waste Materials	Poor housekeeping Waste storage	Unlikely	Moderate	11	<ul style="list-style-type: none"> <li>Implement CEMP and sub-plans.</li> <li>Implement E&amp;SCP for stockpiling of imported materials, e.g. geofab lining under and/or around concrete barriers, sed fencing to the fence adjacent to the stockpile area etc.</li> <li>Supply appropriate number of bins.</li> <li>Segregate waste as appropriate, unless waste contractor utilises a sorting facility</li> </ul>	Very unlikely	Moderate	8

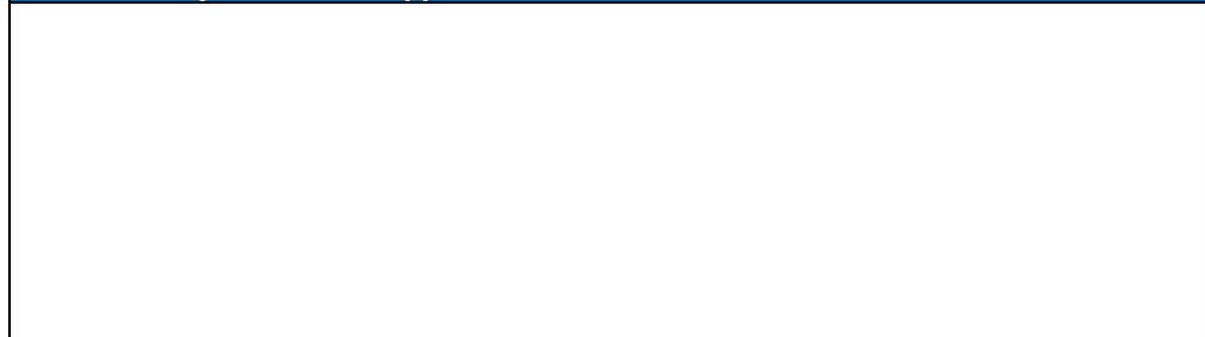
# Endorsement

Prepared by	Zhengyi Zhang
Signature	
Date	26/08/2025

## Environmental Representative Endorsement

Prepared by	
Signature	
Date	22/03/2024

### Details of any conditional approval

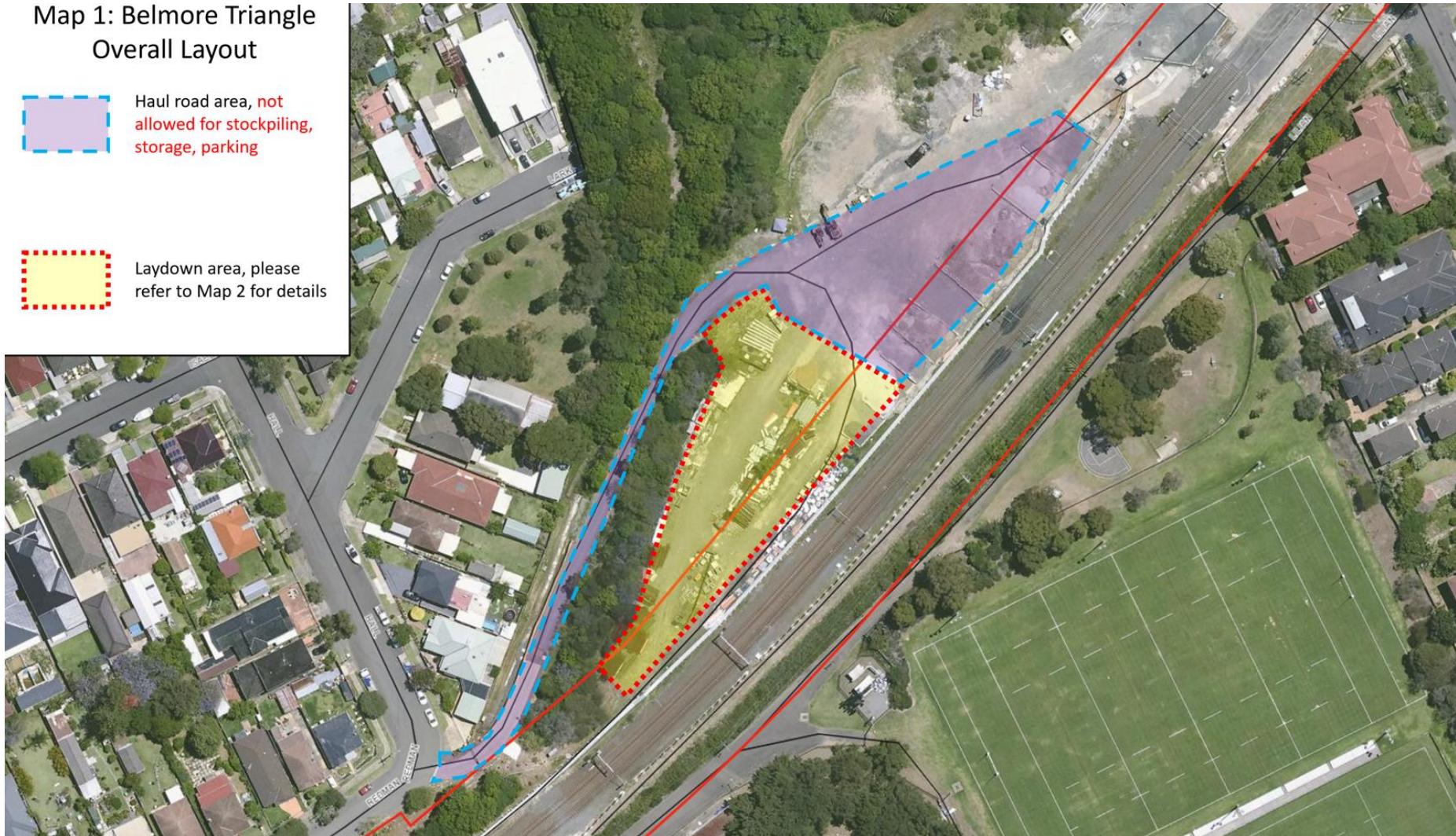


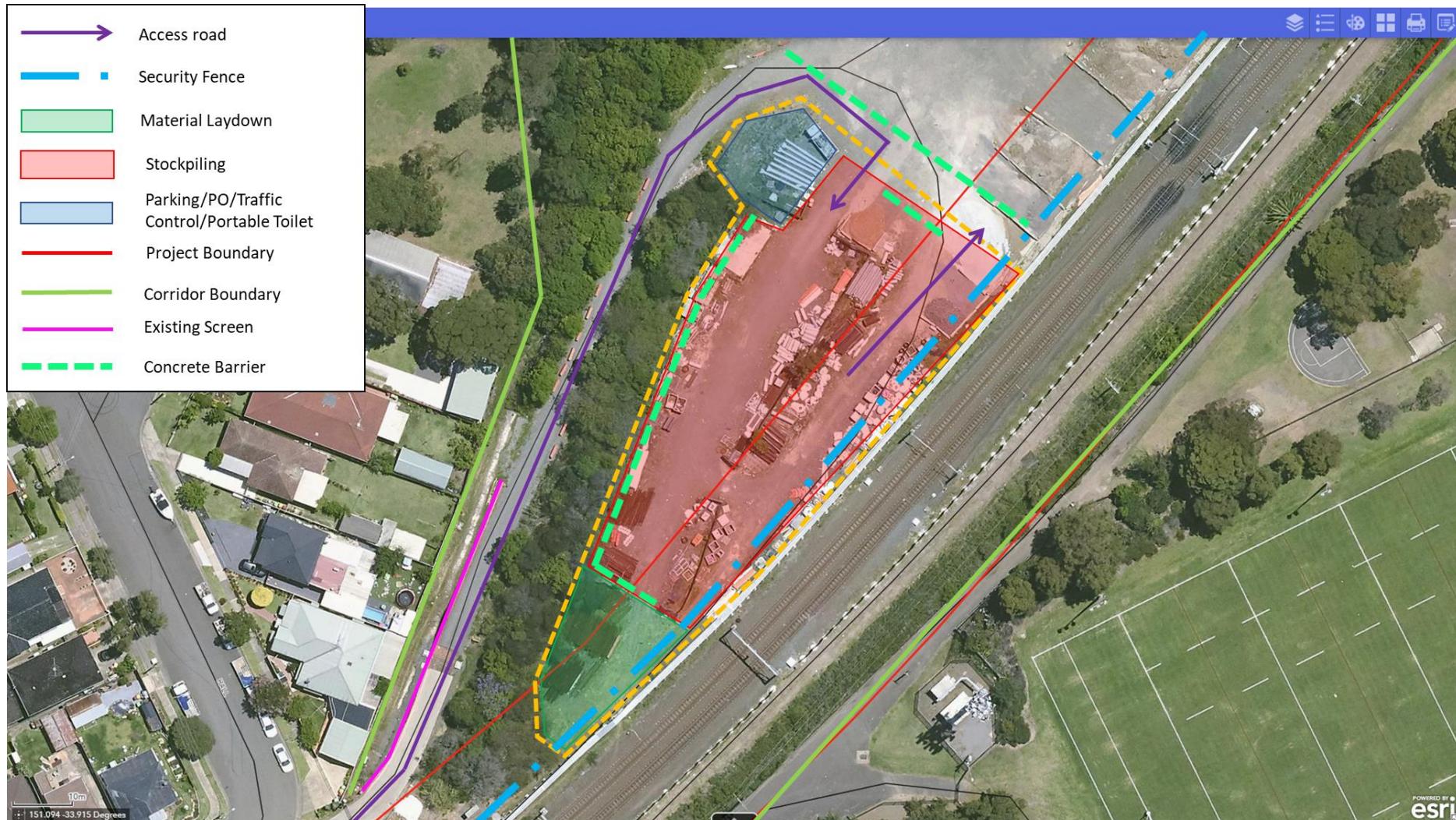
## Appendix A – Map

Map 1: Belmore Triangle  
Overall Layout

 Haul road area, not  
allowed for stockpiling,  
storage, parking

 Laydown area, please  
refer to Map 2 for details





## Appendix B – Supporting Documentation



## Briefing Note

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To

**Matt Longland**, Chief Executive, Sydney Trains  
**Lyndal Punch**, Chief Executive Officer, TAHE

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Cc

**Neil Hazlewood**, Executive Director, Strategy Portfolio and Investment, Sydney Trains

**George Roins**, General Counsel, TAHE

**Calie Stone**, Manager Commercialisation, Infrastructure and Place, Transport for NSW

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From

**Lloyd D'Cruz**, Program Director Sydney Metro Interface, Sydney Trains

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Date

22 February 2024

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Subject

Sydney Metro, Sydney Trains and Transport Asset Holding Entity of New South Wales (TAHE) Licence for Corridor Works at Belmore Triangle (FIW Licence)

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### PURPOSE

To request the:

- Chief Executive, Sydney Trains, to execute the attached FIW Licence (**Attachment 1**); and,
- Chief Executive Officer, TAHE to approve the grant of the FIW Licence and to execute the FIW Licence.

### BACKGROUND

Sydney Metro is the NSW Government agency responsible for delivery of the Sydney Metro City and Southwest Project (**City & Southwest Project**).

Sydney Trains, TAHE and Sydney Metro entered into the Sydney Metro Projects – Transition Agreement – Foundation Infrastructure Works Contracts (000-TPA-ST\_RC-02) on 7 November 2018, as amended thereafter (**Transition Agreement**). The Transition Agreement is the document under which the impacts to TAHE's and Sydney Trains' infrastructure and operations, because of the City & Southwest Project, are managed.

In accordance with the Transition Agreement, Sydney Metro have requested from Sydney Trains and TAHE, a licence over two areas at Belmore Triangle, being:

- a depot area adjacent to the rail corridor, as shown in figure 1 in Attachment A to the FIW Licence, for the laydown and storage of materials and equipment; and
- an area as shown in figure 2 within Attachment A to the FIW Licence, for access only,

(**Licensed Area**),

both in connection with carrying out the Southwest Metro Corridor Works in the Scope of Works and Technical Criteria for the Sydney Metro City & Southwest Sydenham Station and Junction Works Contract.

Sydney Metro will engage the SSJ Contractor to undertake these works on the Licensed Area in accordance with the terms of the FIW Licence. These works will have minimal interface with Sydney Trains network outside the live corridor.

The parties have negotiated and agreed on the terms of access in the Access Schedule at Annexure A of the FIW Licence.

Sydney Metro will promptly reimburse Sydney Trains up to a maximum total cost of \$17,000 plus GST for any costs incurred by Sydney Trains during the Term in carrying out visits and/or inspections of the Licensed Area, payable in accordance with the terms of the Sydney Trains Project Agreement (as that term is defined under the Transition Agreement).

## **CURRENT POSITION**

The FIW Licence is based on the template in the Transition Agreement, and the relevant commercial terms have been included for these works. It has passed through the usual Sydney Trains consultation process.

Lloyd D'Cruz, Program Director Sydney Metro Business Integration, Strategy Portfolio and Investment, Sydney Trains, and Calie Stone, Manager Commercialisation, Infrastructure & Place, Transport for NSW, have consulted with the relevant internal stakeholders in respect of the FIW Licence.

### *Legal Certification*

It is confirmed that:

1. the FIW Licence has been negotiated based on instructions from:
  - a. Lloyd D'Cruz, Program Director Sydney Metro Business Integration, Strategy Portfolio and Investment, Sydney Trains; and
  - b. Calie Stone, Manager Commercialisation, Infrastructure and Place, Transport for New South Wales.
2. the version of the FIW Licence enclosed with this Briefing Note conforms with those instructions;
3. there are no legal issues arising in relation to the FIW Licence that represent an unusual or particularly prejudicial risk to Sydney Trains or TAHE (in the context of the functions of Sydney Trains and TAHE); and
4. the FIW Licence is suitable for execution by Sydney Trains and TAHE.

The Chief Executive, Sydney Trains has delegated authority under delegation 2.B.5 of the Sydney Trains Delegation Framework (version 1.37, November 2023) to execute agreements on behalf of Sydney Trains.

Under the TAHE Delegation Framework, the Chief Executive Officer, TAHE has delegated authority to approve the grant of a licence (under item 2.D.6(c)) and to execute contracts by hand (under item 2.B.4).

## RECOMMENDATION

I recommend that the FIW Licence be:

- executed by the Chief Executive on behalf of Sydney Trains; and,
- approved for granting and executed by the Chief Executive Officer on behalf of TAHE.

### SYDNEY TRAINS

Recommended by:

**Lloyd D'Cruz**

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D'Cruz  
Date: 2024.02.22 11:08:18  
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**Lloyd D'Cruz**

Program Director Sydney Metro Business  
Integration, Strategy, Portfolio and  
Investment  
Sydney Trains  
Date:

Endorsed by:

**Neil Hazlewood**

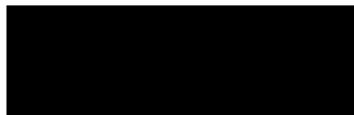
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**Neil Hazlewood**

Executive Director Strategy, Portfolio and  
Investment  
Sydney Trains

Date:

Prepared by:



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**Christine Chan**

Lawyer, Property, Planning &  
Environment  
Corporate Services  
Transport for NSW

Date: 22 February 2024

**CHIEF EXECUTIVE SYDNEY TRAINS:**

**Matt Longland**

Date:

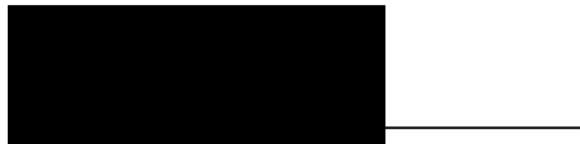
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**APPROVED/ NOT APPROVED/ NOTED**

**TRANSPORT ASSET HOLDING ENTITY OF NEW SOUTH WALES**

Endorsed



General Counsel  
Transport Asset Holding Entity of New South Wales  
Date: 6 March 2024

	<b>EXECUTIVE OFFICER, TAHE</b>
Lyndal Punch	<input checked="" type="checkbox"/> APPROVED/ NOT APPROVED/ NOTED
Date: 12 March 2024	

## SCHEDULE 15

### FIW Licence

#### Licence for Permitted Use

**THIS AGREEMENT** is made on 12 March 2024

#### BETWEEN:

- (1) **Sydney Metro** ABN 12 354 063 515 a New South Wales Government agency constituted by section 38 of the *Transport Administration Act 1988* (NSW) and located at Level 43, 680 George Street, Sydney NSW 2000 (**Principal**);
- (2) **Sydney Trains** ABN 38 284 779 682 whose registered office is at 477 Pitt Street, Sydney NSW 2000 (**Sydney Trains**); and
- (3) **Transport Asset Holding Entity of New South Wales** ABN 59 325 778 353 whose registered office is at 470 Pitt Street, Sydney NSW 2000 (**TAHE**).

#### RECITALS:

- (A) The Principal is responsible for procuring the Sydney Metro Projects.
- (B) TAHE is the owner of the land and rail infrastructure comprising the Sydney metropolitan rail network and Sydney Trains is the operator of railway passenger services in the Sydney metropolitan area and the manager of the Sydney metropolitan rail network.
- (C) The Principal, RailCorp and Sydney Trains have entered into the Collaboration Agreement and the Transition Agreement in respect of the Sydney Metro Projects.
- (D) The Principal requires access to TAHE's land for the purposes of the Sydney Metro Projects and TAHE has agreed to grant such access on the terms and conditions set out in this Agreement.

#### THE PARTIES AGREE AS FOLLOWS:

#### OPERATIVE PROVISIONS

##### 1. **DEFINITIONS**

###### 1.1 **Definitions**

In this Agreement, unless the context requires otherwise:

**Access Schedule** means the schedule set out in Annexure A to this Agreement.

**Agreement** means this document, including all schedules.

**Authority** means:

- (a) any governmental, semi-governmental or local government authority, administrative or judicial body or tribunal, department, commission, public authority, agency, minister, statutory corporation or instrumentality;
- (b) any other person having a right to impose a **requirement**, or whose consent is required, under Law with respect to any part of the Project; or
- (c) any other person having jurisdiction over, or **ownership** of, any Utility Services.

**Claim** includes any claim, action, demand or proceeding:

- (a) under, arising out of, or in any way in connection with, this Agreement;
- (b) arising out of, or in any way in connection with, any task, fact, matter, thing or relationship connected with a Foundation Infrastructure Contractor; or
- (c) otherwise at law including:
  - (i) under or for breach of any statute;
  - (ii) in tort for negligence or otherwise, including negligent misrepresentation; or
  - (iii) for restitution, including restitution based on unjust enrichment.

**Collaboration Agreement** means the agreement entitled "Collaboration Agreement" between RailCorp, Sydney Trains and the Principal and dated on or about 29 June 2017.

**Commencement Date** means the date referred to in Item 3 of the Access Schedule.

**Condition Report** means the condition report to be prepared in accordance with clause 4.2.

**Consequential or Indirect Loss** means any loss of income, loss of revenue, loss of profit, loss of financial opportunity, loss of business or loss of business opportunity, loss of contract, loss of goodwill, loss of use or loss of production or failure to realise anticipated savings (whether the loss is direct or indirect).

**Contaminate (or Contaminated or Contamination)** has the same meaning given to it in the *Contaminated Land Management Act 1997* (NSW).

**Dangerous Good** has the same meaning as in the Work Health and Safety Act 2011 (NSW) and the Dangerous Goods (Road and Rail Transport) Act 2008 (NSW).

**Dilapidation Report** means the report prepared in accordance with clause 8.3.

**Environment** means all components of the earth, including land, air and water and any ecosystems and all elements of the biosphere.

**Environmental Law** means any legislation which regulates or has as its objective the protection or enhancement of the Environment.

**Environment Protection Licence** means a licence issued under the *Protection of the Environment Operations Act 1997* (NSW) applying to the Licensed Area at the relevant time.

**Foundation Infrastructure Works Contractor** has the meaning given in the Transition Agreement.

**Government Agency** means:

- (a) a government or government department or other body;
- (b) a governmental, semi-governmental or judicial person;
- (c) a person (whether autonomous or not) who is charged with the administration of a law; or
- (d) any state owned corporation governed by the *State Owned Corporations Act 1989*.

**Hazardous Material** means material which, because it is toxic, corrosive, flammable, explosive, contains asbestos or infectious or because it possesses some other dangerous characteristic, is potentially dangerous to the Environment when stored or handled or any part of the Environment is exposed to it.

**Land** means the land described in Item 2 of the Access Schedule.

**Law** has the meaning given in the Transition Agreement.

**Licence** means the licence granted by clause 2.1.

**Licensed Area** means the area described in Item 1 of the Access Schedule.

**Loss** means:

- (a) any cost, expense, loss, damage, liability or other amount; and
- (b) without being limited by paragraph (a) and only to the extent not prohibited by law, any fine or penalty,

whether direct, indirect, consequential, present, future, fixed, unascertained, actual or contingent and, for the avoidance of doubt, includes Consequential or Indirect Loss.

**Occupation Date** means Item 4 of the Access Schedule.

**Permitted Use** means the use referred to in Item 6 of the Access Schedule.

**Planning Approval** means the approval granted by the Minister for Planning on 12 December 2018 under section 5.19 of the *Environmental Planning and Assessment Act 1979* (NSW) to critical State infrastructure application number SSI 8256, as modified from time to time, including documents and plans required to be prepared under the conditions of the Planning Approval, including but not limited to the:

- (a) Construction Environmental Management Plan;
- (b) Construction Soil and Water Management Plan; and
- (c) Spoil Management Plan,

as amended from time to time.

**Pollute** or **Pollution** has the meaning given to that term in the *Protection of the Environment Operations Act 1997* (NSW).

**Principal's Associates** means the Principal's employees, officers, consultants, agents, contractors and invitees or any of them.

**Principal's Property** means the Principal's plant, equipment, fixtures, fittings, furnishings and other property of the Principal on or in the Licensed Area.

**TAHE's Property** means TAHE's plant, equipment, fixtures, fittings, furnishings and other property of TAHE on or in the Licensed Area at the Commencement Date.

**Special Conditions** means any special conditions detailed in Item 7 of the Access Schedule.

**Term** means the period commencing on the Commencement Date and ending on the Termination Date.

**Termination Date** means the date set out in Item 5 of the Access Schedule.

**Transition Agreement** means the Sydney Metro Projects – Transition Agreement – Foundation Infrastructure Works Contracts agreement between Sydney Trains, TAHE and Sydney Metro (as amended).

**Utility Services** means any service, facility or item of infrastructure, including water, electricity, gas, ethane, fuel, telephone, drainage, sewerage, railway, industrial waste disposal and electronic communications service.

**Waste** has the meaning given to that term in the *Protection of the Environment Operations Act 1997* (NSW).

## 2. **GRANT OF LICENCE**

### 2.1 **Licence**

- (a) TAHE grants to the Principal a non-exclusive licence to use the Licensed Area for the purposes only of carrying out the Permitted Use for the Term on the terms and conditions of this Agreement, including the Access Schedule and any Special Conditions.

### 2.2 **Nature of Licence**

- (a) The Principal has a personal right of occupation on the terms specified in this Agreement and has no interest in the Land. The legal right to possession and control over the Licensed Area remains vested in TAHE throughout the term of this Agreement.
- (b) Nothing in this Agreement:
  - (i) confers on the Principal any rights as a tenant of the Licensed Area; or
  - (ii) creates the relationship of landlord and tenant between the parties.

### 2.3 **TAHE's right to enter the Licensed Area**

- (a) Subject to paragraph (b), Sydney Trains or TAHE may enter the Licensed Area together with all necessary workmen and equipment at all reasonable times, if it gives the Principal reasonable notice, to:
  - (i) inspect, or undertake, any maintenance or associated works to or in the Licensed Area;
  - (ii) determine the condition of the Licensed Area or whether the Principal is complying with this Agreement;
  - (iii) exercise its rights under any provision of this Agreement;
  - (iv) enable it to comply with any law or requirement of any Authority;
  - (v) ensure that the Licensed Area is locked and secure; and
  - (vi) do anything as required by the Rail Safety National Law or Rail Safety Regulations as required for, or to avoid or rectify, an emergency.
- (b) When exercising its rights under paragraph (a), TAHE or Sydney Trains:
  - (i) must take reasonable steps to minimise any disruption to the Principal; and

- (ii) is not required to give reasonable notice or enter at a reasonable time in the case of an emergency.

## 2.4 **Term and Holding Over**

- (a) The Licence begins on the Commencement Date and ends on the Termination Date.
- (b) If the Principal continues to occupy the Licensed Area with TAHE and Sydney Trains' consent after the Termination Date, the Principal will do so on a monthly basis and, subject to any changes necessary to make the terms appropriate for a monthly licence, occupies the Licensed Area on the same terms as this Agreement.
- (c) Either party may each terminate the monthly licence in clause 2.4(b) for the Licensed Area by giving at least one month's written notice to the other, ending on any day.

## 3. **LICENCE FEE**

### 3.1 **Payment of Licence Fee**

The Principal must pay a licence fee to TAHE and Sydney Trains of \$1, receipt of which is acknowledged by TAHE and Sydney Trains.

## 4. **PRINCIPAL'S OBLIGATIONS**

### 4.1 **General obligations**

- (a) The Principal must and must ensure that the Principal's Associates:
  - (i) (**comply with directions**) promptly comply at all times with the directions and requirements of TAHE and Sydney Trains while on or accessing the Licensed Area;
  - (ii) (**laws**) at its own cost, comply with all Laws and the requirements of all authorities in respect of its use of the Licensed Area;
  - (iii) (**use**) use the Licensed Area only for the Permitted Use; and
  - (iv) (**services, rates and taxes**) pay all charges for services to the Licensed Area which are used by the Principal during the Term, including but not limited to water, gas, electricity and telephone and pay all rates, taxes (including land tax on the basis assessed to TAHE) and other charges in relation to the Licensed Area in the event that the Licensed Area is separately assessed as an individual landholding; and
- (b) The Principal acknowledges and agrees that the terms of the Transition Agreement, as appropriate, apply to the subject matter of this Agreement, and nothing in this Agreement operates to limit the Principal's obligations under the Transition Agreement.

### 4.2 **Condition Report**

The Principal, at its own cost, will procure the preparation of a condition report evidencing the condition of the Licensed Area as at the Commencing Date, and provide a copy to TAHE as soon as practicable after receiving it from its consultant.

### 4.3 **Maintenance of Licensed Area**

- (a) The Principal must, at its own cost:

- (i) **(good and substantial repair)** keep the Licensed Area and all structures on the Licensed Area in good and substantial repair and working condition excluding fair, wear and tear and any damage caused by fire, flood, lightning, storm, war or any act of God having regard to the condition evidenced by the Condition Report;
- (ii) **(remove graffiti)** remove any graffiti or other disfigurement on the Licensed Area or the Principal's Property within 5 Business Days of it occurring;
- (iii) **(the Principal's Property)** keep the Principal's Property within the Licensed Area in good and substantial repair and working condition;
- (iv) **(remove Waste):** subject to clause 6.3(g):
  - (A) remove all Waste produced by the Principal's occupation of the Licensed Area from the Licensed Area regularly;
  - (B) comply with TAHE's directions regarding refuse disposal; and
  - (C) not put any refuse in bins provided for common use;
- (v) **(damage)** immediately or such other longer time as agreed between Principal and TAHE or Sydney Trains repair any damage to or defect in any structures, plant, equipment and infrastructure on the Licensed Area caused by the Principal or the Principal's Associates, at TAHE's or Sydney Trains' request;
- (vi) **(repairs and maintenance)** carry out repairs and maintenance promptly using high quality materials and workmanship and in keeping with the standard, quality and appearance of the Licensed Area, the structures on the Licensed Area, and the Principal's Property, at TAHE's or Sydney Trains' request;
- (vii) **(induction)** if Sydney Trains or TAHE requires, attend from time to time, any induction course or training session in relation to the safe operation of the railway which is in the vicinity of the Licensed Area;
- (viii) **(cleaning)** having regard to the nature of the Licensed Area, keep the Licensed Area clean and clear of debris and rubbish;
- (ix) **(landscaped areas)** if relevant, keep in good condition any part of the Licensed Area that is landscaped, keep that part of the Licensed Area free of weeds and, if required by TAHE, engage a gardener approved by TAHE to do so; and
- (x) **(TAHE's Property)** if relevant, keep in good condition TAHE's Property located in the Licensed Area including any air-conditioning, plant and fire equipment, and enter into and maintain any comprehensive maintenance contracts in respect of TAHE's Property or Services that TAHE requires.

(b) The Principal accepts the Licensed Area in its state of repair, order and condition as at the Occupation Date.

#### 4.4 Prohibitions on the Principal

Except as permitted under the Transition Agreement, the Principal must not:

- (a) **(no alteration)** make any permanent change or structural alteration or permanent addition to the Licensed Area except with the consent in writing of TAHE;

- (a) **(no damage)** damage the Licensed Area, or anything on the Licensed Area (whether or not it is the property of TAHE), or injure any person in or around the Licensed Area;
- (b) **(no rubbish)** subject to clause 6.3(g), keep any rubbish in or around the Licensed Area;
- (c) **(no nuisance)** use the Licensed Area for any illegal purpose or do anything which does or could cause a nuisance or offend to TAHE or the occupants of any nearby property;
- (d) **(no interference)** do anything or allow anything to be done which would cause an interference or obstruction to the operations being carried on by Sydney Trains or TAHE in and around the Licensed Area;
- (e) **(no activity to cause signal failure)** carry out or allow the carrying out of any activity which may give rise to or cause a failure of any railway signalling instruments or which may cause any other railway equipment to fail to operate or to malfunction for any period of time;
- (f) **(access to railway tracks)** enter, access or place any item on or near any railway tracks situated in or around the Licensed Area;
- (g) **(fire risk)** store anything on the Licensed Area which is dangerous, explosive or could increase the risk of fire on the Licensed Area; and
- (h) **(alienation)** assign this Agreement or grant any sub-licence of the Licensed Area or any part of it, except to a Foundation Infrastructure Works Contractor;
- (i) **(no advertising)** carry out any form of advertising on the Licensed Area; and
- (j) **(TAHE's Property)** alter TAHE's Property or use TAHE's Property for anything other than its intended use.

## 5. WORK HEALTH AND SAFETY OBLIGATIONS

The parties acknowledge and agree that clause 9 of the Transition Agreement applies in respect of any activities undertaken in the Licensed Area.

## 6. ENVIRONMENTAL ISSUES

### 6.1 Definitions

In this clause:

- (a) **Authorisations** means any authorisation, consent, licence, permit, approval, exemption, certificate, notification or any other requirements of any Government Agency, including any direction of the NSW Environment Protection Authority.

### 6.2 No representation

- (a) TAHE and Sydney Trains do not warrant or represent:
  - (i) that the Licensed Area is suitable for any use, or for any particular use, including the Permitted Use;
  - (ii) the accuracy of information about the past use of the Licensed Area; or

- (iii) that the Licensed Area is not Contaminated, or the nature or extent of any Contamination.
- (b) TAHE and Sydney Trains make no admissions in relation to any matter relating to Contamination or Pollution that has occurred in the Licensed Area, and the Principal accepts the Licensed Area in its present state of repair and condition as at the relevant Occupation Date.

### 6.3 Environmental obligations

The Principal must:

- (a) (**hold all approvals**) hold, maintain and comply with all necessary Authorisations from any Authority to conduct the Permitted Use, including:
  - (i) any Environment Protection Licence; and
  - (ii) the Planning Approval;
- (b) (**comply with requirements**) comply with all Environmental Laws and all environmental requirements that TAHE or Sydney Trains or an Authority may reasonably impose from time to time in association with its use of the Licensed Area for the Permitted Use, including obtaining and providing any reports, surveys or audits;
- (c) (**not Contaminate**) not Contaminate or Pollute the Licensed Area or any surrounding land;
- (d) (**no dangerous materials**) except to the extent permitted by Sydney Trains and TAHE in writing (which may include additional conditions regarding the safe storage, transportation, use and handling of any such Dangerous Goods or Hazardous Materials) , not use, keep or handle on the Licensed Area any Dangerous Good or Hazardous Material;
- (e) (**notify TAHE**) promptly notify Sydney Trains and TAHE if:
  - (i) it becomes aware, or as soon as a complaint is made, of a breach or alleged breach of an Environmental Law in respect of the Licensed Area or any activity carried out by or on behalf of the Principal in the Licensed Area;
  - (ii) a direction, notice or order has been issued in relation to the Licensed Area under an Environmental Law, including in relation to any Pollution or Contamination being emitted or discharged on or from the Licensed Area;
  - (iii) it becomes aware of any act or omission which is likely to have caused, exacerbated or contributed to Contamination within the Licensed Area or the surrounding Environment;
  - (iv) it becomes aware of any Contamination present at, in or under all or part of the Licensed Area due to the Permitted Use, negligence or default of the Principal or the Principal's Associates;
  - (v) it becomes aware that Pollution has, or is, being emitted or discharged on or from the Licensed Area, other than as permitted by an Authorisation issued under an Environmental Law;
  - (vi) it becomes aware that the Licensed Area becomes Contaminated or Polluted in any way; or

- (vii) the Principal is in breach of any of its obligations under this clause;
- (f) **(clean up Contamination or Pollution)** if, as a result of the Principal's use of the Licensed Area, Contamination or Pollution is emitted or discharged on or from the Licensed Area other than as permitted by an Authorisation issued under Environmental Law, the Principal must immediately notify TAHE and Sydney Trains and at its own expense promptly comply with any direction or requirement of TAHE or Sydney Trains regarding the clean-up of that Contamination or Pollution;
- (g) **(no storage or treatment of Waste or spoil)** not store, place or treat, or allow to be stored, placed or treated, Waste, spoil or excavated material (including material excavated from the rail corridor) on the Licensed Area other than in accordance with or as permitted by:
  - (i) an Environment Protection Licence; and
  - (ii) the Planning Approval; and
  - (iii) all Environmental Laws.
- (h) **(comply with Schedule 13 of the Transition Agreement)** comply with the terms and conditions set out in Schedule 13 to the Transition Agreement.

#### 6.4 **Release and Indemnity**

To the extent permitted by law, the Principal indemnifies and releases Sydney Trains and TAHE from any Loss (other than Consequential or Indirect Loss) or Claims arising from or in respect of any:

- (a) Contamination or Pollution of the Licensed Area, the Land or the surrounding land; or
- (b) direction, notice or order given or made under any Environmental Law; or
- (c) breach of any Environmental Law, Environment Protection Licence or Planning Approval,

to the extent caused by, arising out of, or in relation to the Principal or the Principal's Associates' use or occupation of the Licensed Area.

### 7. **RISK AND LIABILITY**

#### 7.1 **Risk**

- (a) The Principal and the Principal's Associates enter the Licensed Area at their own risk.
- (b) The Principal releases Sydney Trains and TAHE to the full extent permitted by law from all Claims arising out of or in connection with the Principal or the Principal's Associates' use or occupation of the Licensed Area.
- (c) For the avoidance of doubt, clause 30 of the Transition Agreement applies as if it was restated in this Agreement.

#### 7.2 **No restriction on TAHE or Sydney Trains**

Nothing in this Agreement restricts the TAHE's or Sydney Trains' right to carry out works in or around the Licensed Area at any time and for any purpose.

### 7.3 **Insurance**

The Principal warrants that it will effect and maintain (or ensure that the Foundation Infrastructure Works Contractor effects and maintains) the insurances required under clause 17 the Transition Agreement for the Term.

## 8. **DEFAULT AND TERMINATION**

### 8.1 **Default**

The Principal is in default if:

- (a) it does not perform any express or implied obligation under this Agreement; and
- (b) it repudiates its obligations under this Agreement.

### 8.2 **TAHE's or Sydney Train's rights**

If the Principal is in default of any of its obligations under this Agreement and does not within 14 days (or such longer period as determined by TAHE or Sydney Trains acting reasonably) from the date of receipt of written notice from TAHE or Sydney Trains remedy the default, TAHE or Sydney Trains may terminate this Agreement by a 14 day written notice to the Principal and may exercise any other legal right.

### 8.3 **Dilapidation Report**

The Principal, at its own cost, will procure the preparation of a dilapidation report (**Dilapidation Report**) evidencing the condition of the Licensed Area as at the expiration or sooner determination of this Agreement, and provide a copy to TAHE as soon as practicable after receiving it from its consultant.

### 8.4 **Make good**

Without limiting the operation of clauses 33 and 33A of the Transition Agreement, the Principal must, at its cost and to the satisfaction of Sydney Trains and TAHE at the expiry of the Term:

- (a) remove all rubbish and the Principal's Property from the Licensed Area, unless Sydney Trains or TAHE agrees or directs otherwise, and make good any damage caused by the removal;
- (b) promptly leave the Licensed Area in a condition consistent with the Principal's performance of its obligations under this Agreement to maintain and repair the Licensed Area;
- (c) remove any structures (other than those permitted under the Transition Agreement) erected by it on the Licensed Area (unless Sydney Trains or TAHE directs otherwise);
- (d) hand over all keys provided by Sydney Trains or TAHE in relation to the Licensed Area, including security access devices; and
- (e) immediately repair any damage caused to the Licensed Area in the course of complying with this clause and in all cases leave the Licensed Area in no worse condition than it was in at the Occupation Date.

### 8.5 **Storage of the Principal's Property**

If the Principal does not remove the Principal's Property or remedy any damage under clause 8.3, TAHE may do so and store the Principal's Property at the Principal's cost.

## 8.6 **TAHE or Sydney Trains may remedy breach**

If the Principal does not comply with any term of this Agreement within 14 days (or such longer period as may be reasonable having regard to the nature of the default) from the date of receipt of written notice from TAHE or Sydney Trains, then without affecting any other right of TAHE or Sydney Trains, TAHE or Sydney Trains may, without notice, remedy the Principal's non-compliance at the Principal's cost.

## 8.7 **Dispute Resolution**

- (a) In the event of:
  - (i) a material breach of this Agreement, Sydney Trains or TAHE may serve a notice on the Principal of the breach, and Sydney Trains or TAHE may refer the matter as a Dispute to be resolved; or
  - (ii) a dispute between the parties, either party may serve a notice to the other party notifying the other party of the Dispute to be resolved,
- in accordance with clause 18 of the Transition Agreement.
- (b) For the purpose of Leadership Group in Schedule 1 of the Collaboration Agreement, this must include a TAHE Senior Executive or the Chief Executive of TAHE.

## 8.8 **Termination by Principal**

The Principal may terminate this Agreement at any time by giving not less than one (1) day's written notice to TAHE.

## 9. **NOT USED**

## 10. **GENERAL**

### 10.1 **Notices**

The parties acknowledge and agree that the notices regime under clause 22.1 of the Transition Agreement will apply in relation to each communication made in connection with this Agreement.

### 10.2 **Governing law**

- (a) This Agreement is governed by the law in force in New South Wales.
- (b) Each party submits to the non-exclusive jurisdiction of the courts exercising jurisdiction in New South Wales, and any court that may hear appeals from any of those courts, for any proceedings in connection with this Agreement, and waives any right it might have to claim that those courts are an inconvenient forum.

### 10.3 **Giving effect to this Agreement**

Each party must do anything (including execute any document), and must ensure that its employees and agents do anything (including execute any document), that any other party may reasonably require to give full effect to this Agreement.

### 10.4 **No merger**

The provisions of this Agreement do not merge on termination.

**10.5 Expiry or termination**

Expiry or termination of this Agreement does not affect any rights arising from a breach of this Agreement before then.

**10.6 Counterparts**

This Agreement may be executed in counterparts.

**EXECUTED** as an agreement.

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

Signature of Witness

Anupama Kapila

Name of Witness (print)

*\*By signing this document, the witness states that they witnessed the signature of \_\_\_\_\_ by audio visual link over Microsoft Teams in accordance with section 14G of the Electronic Transactions Act 2000 (NSW).*

Signature of Delegated Authority

Matthew Longland

Name of Delegated Authority (print)

**SIGNED** under the delegated authority for and on behalf of **TRANSPORT ASSET HOLDING ENTITY OF NEW SOUTH WALES (ABN 59 325 778 353)** in the presence of:

Signature of Witness

Abigail Premkumar

Name of Witness (print)

Signature of Delegated Authority

Lyndal Punch - Acting Chief Executive Officer

Name of Delegated Authority (print)

12 March 2024

*\*By signing this document, the witness states that they witnessed the signature of \_\_\_\_\_ by audio visual link over Microsoft Teams in accordance with section 14G of the Electronic Transactions Act 2000 (NSW).*

**SIGNED** under the delegated authority for and on behalf of **SYDNEY METRO (ABN 12 354 063 515)** in the presence of:

Signature of Witness

Nectaria Frayne

Name of Witness (print)

Signature of Delegated Authority

Alia Karaman

Name of Delegated Authority (print)

*\*By signing this document, the witness states that they witnessed the signature of Alia Karaman by audio visual link over Microsoft Teams in accordance with section 14G of the Electronic Transactions Act 2000 (NSW).*

**ANNEXURE A**

**ACCESS SCHEDULE**

<b>Item 1 (Licensed Area)</b>	<b>Item 2 (Land)</b>	<b>Item 3 (Commencement Date)</b>	<b>Item 4 (Occupation Date)</b>	<b>Item 5 (Termination Date)</b>	<b>Item 6 (Permitted Use)</b>
The area hatched in blue as shown on the plan at figure 1 in Attachment A <b>(Depot Area)</b>	The land comprised in Lot 2 in Deposited Plan 722531	The date of this document	The date of this document	The date determined under Special Condition 9	<p>The laydown and storage of materials and equipment in connection with carrying out the Foundation Infrastructure Works including the Works, Temporary Works and the SSJ Contractor's Activities described in the SWM Corridor Scope of Works and Technical Criteria (SWTC) for "Sydney Metro City &amp; Southwest Sydenham Station and Junction Works Incentivised Target Cost Contract, Contract No 410" dated 20 September 2017 between the Principal and the SSJ Contractor (as amended) including by:</p> <p>(a) the "Sixth SSJ Amendment Deed" between the Principal and the SSJ Contractor dated on or about 30 June 2023; and</p> <p>(b) the Change Order 087 – Critical Infrastructure Works dated 19 May 2023</p> <p><b>(SSJ Contract).</b></p>
The area hatched in yellow as shown on the plan at figure 2 in Attachment A <b>(Access Area)</b>	The land comprised in Lot 2 in Deposited Plan 722531	The date of this document	The date of this document	The date determined under Special Condition 9	Strictly for the purpose of access in connection with carrying out the Foundation Infrastructure Works (including the Works, Temporary Works and the SSJ Contractor's Activities described in the SWM Corridor SWTC for the SSJ Contract) and excluding (without limit) laydown.

### **Item 7 (Special Conditions)**

1. The Principal's right to access a Licensed Area is subject to compliance with Sydney Trains Policies, Codes and Standards which relate to accessing the Land, including without limitation:
  - a. complying with Sydney Trains possession management rules and procedures including the PACT on line forms, Possession Handback Assessment (PHA), Work Authority Advice (WAA);
  - b. Adhering to all Sydney Trains Network Rules and Procedures;
  - c. consultation with Sydney Trains through the existing interface forums including Stations Precinct Operation Impact Assessment Group (SPOIAG) and Engineering Interface Meetings (EIM); and
  - d. the Principal and the Foundation Infrastructure Works Contractor having complied with all of the following:
    - (i) For the periods when the Foundation Infrastructure Works Contractor is undertaking work on or in stations and service buildings or within the Licensed Area, the Foundation Infrastructure Works Contractor must submit every week a 4 week rolling program including:
      - A. a description of work activities;
      - B. location plans for activities;
      - C. times that activities will be undertaken;
      - D. equipment to be used;
      - E. impacts to Sydney Trains' operations, staff and customers; and
      - F. proposed mitigation of impacts; and
    - (ii) The initial Foundation Infrastructure Works Contractor's program must be submitted to Sydney Trains not later than 4 weeks prior to the commencement of any works.
2. Without limiting clauses 6.3, 6.4 and 7, prior to establishing any facilities for storage of plant, equipment and/or materials or stockpiles within the Licensed Area in a location separate to where Foundation Infrastructure Works are being performed, the Principal must:
  - a. consult with Sydney Trains to ensure that such use of the Licensed Area will not impact Sydney Trains' operations or Sydney Trains' Facilities; and
  - b. obtain the Sydney Trains' Representative's prior written approval.

Despite anything contained in this special condition 2, storage of plant, equipment, materials or stockpiles on any part of the Access Area is strictly forbidden.
3. The Principal must ensure that, at all times, the existing access is maintained to the Railway Corridor and the danger zone.

4. Notwithstanding any other provision of this Licence, the Principal's right to access the Licensed Area to perform the Permitted Use is conditional, and only arises, upon the Principal entering into a Scope of Works and Access Schedule in respect of those works.
5. TAHE and/or Sydney Trains must terminate the Third Party Arrangements identified in Attachment C as directed by the Principal.
6. If the Principal requires access to any part of the Licensed Area which is subject to a Third Party Arrangement which is identified in Attachment C (**Identified Third Party Arrangement**), the Principal must not prevent the relevant third party from exercising its right pursuant to the Identified Third Party Arrangement and must not do anything which would cause TAHE to be in breach of its obligations under the Identified Third Party Arrangement
7. The Principal indemnifies Sydney Trains and TAHE in relation to:
  - a. all costs incurred by Sydney Trains and/or TAHE; and
  - b. any Claims made by any counterparty to a Third Party Arrangement, arising out of or in connection with the termination or variation of any Third Party Arrangements as required by special condition 5 or as a result of any agreement contemplated by special condition 6, but excluding in relation to any Consequential or Indirect Loss suffered or incurred by Sydney Trains or TAHE.
8. In this licence, Third Party Arrangement means:
  - a. a lease;
  - b. a licence; or
  - c. another binding arrangement which would impact the Principal's ability to access and use part of the Licensed Area,
 providing a third party with rights in respect of part of the Licensed Area
9. **Termination Date**
  - a. The parties acknowledge and agree that the Termination Date of this licence is the date that is the earlier of:
    - (i) 1 September 2025 (unless terminated earlier in accordance with this Agreement); and
    - (ii) the date immediately before the completion date of the agreement for sale of land dated 6 May 1994 between State Rail Authority of New South Wales as vendor and The Greek-Orthodox Parish and Community of Belmore and District as purchaser for Lot 1 in the proposed plan of subdivision as illustrated in Attachment B (**Lot 1**).
  - b. TAHE must give the Principal at least 14 days' notice of the Termination Date under special condition 9(a)(ii).
10. The parties acknowledge and agree that:
  - a. clause 2.3(a)(i) of this Agreement is deleted and replace with the following:

*"(i) inspect, or undertake, any maintenance or associated works to or in the Licensed Area or the Railway Corridor;".*

11. Without limiting clause 2.3 the parties acknowledge and agree that:

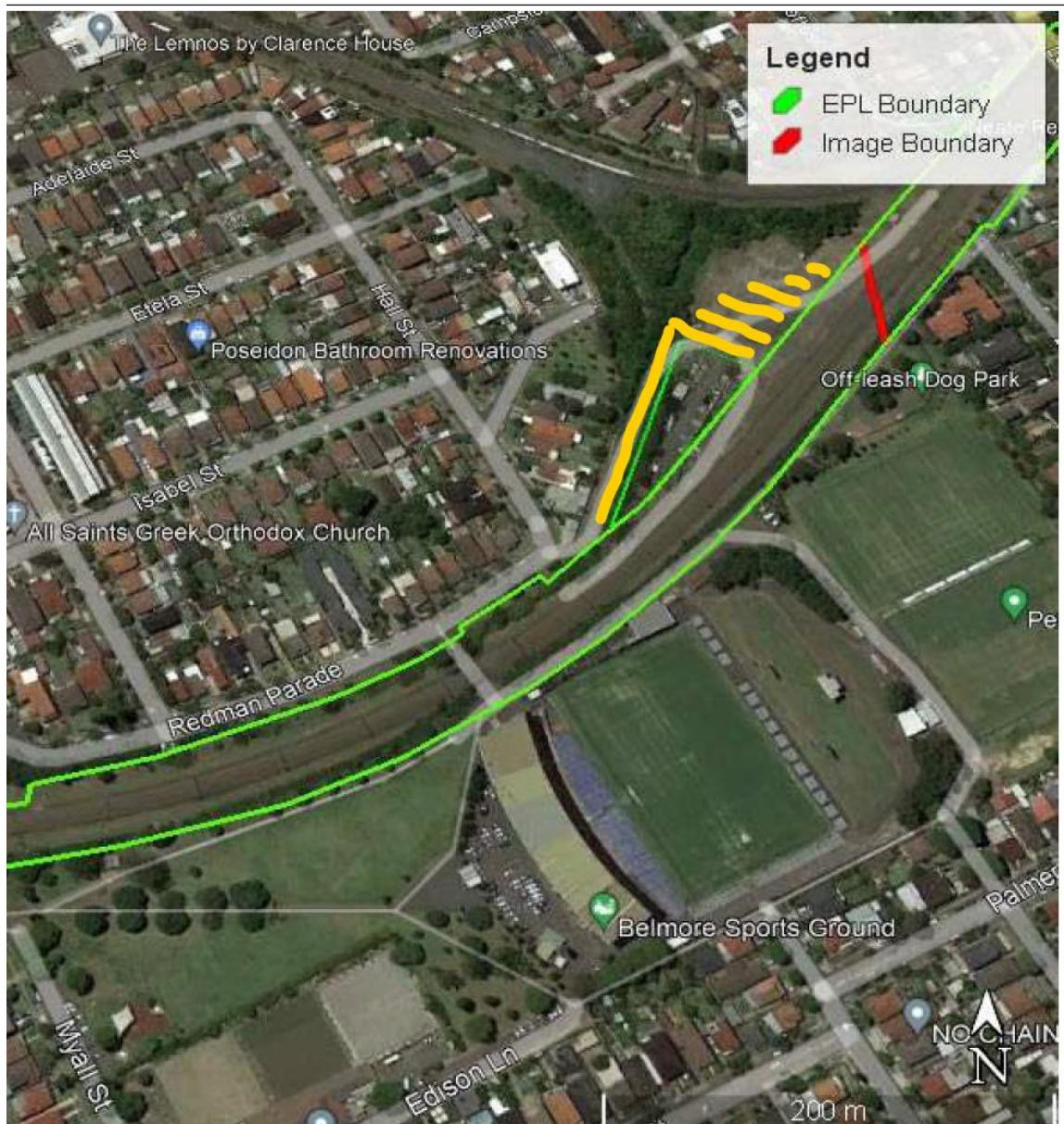
- a. the Principal will promptly reimburse Sydney Trains up to a maximum total cost of \$17,000 plus GST for any costs incurred by Sydney Trains during the Term in carrying out visits and/or inspections of the Licensed Area in accordance with clause 2.3, payable in accordance with the terms of the Sydney Trains Project Agreement (as that term is defined under the Transition Agreement); and
- b. for the purpose of clause 2.3 this Special Condition 11 satisfies Sydney Trains' requirement to give reasonable notice to the Principal prior to entering the Licensed Area during the Term.

**Attachment A**

a) **Figure 1 – Depot Area**



b) **Figure 2 – Access Area**

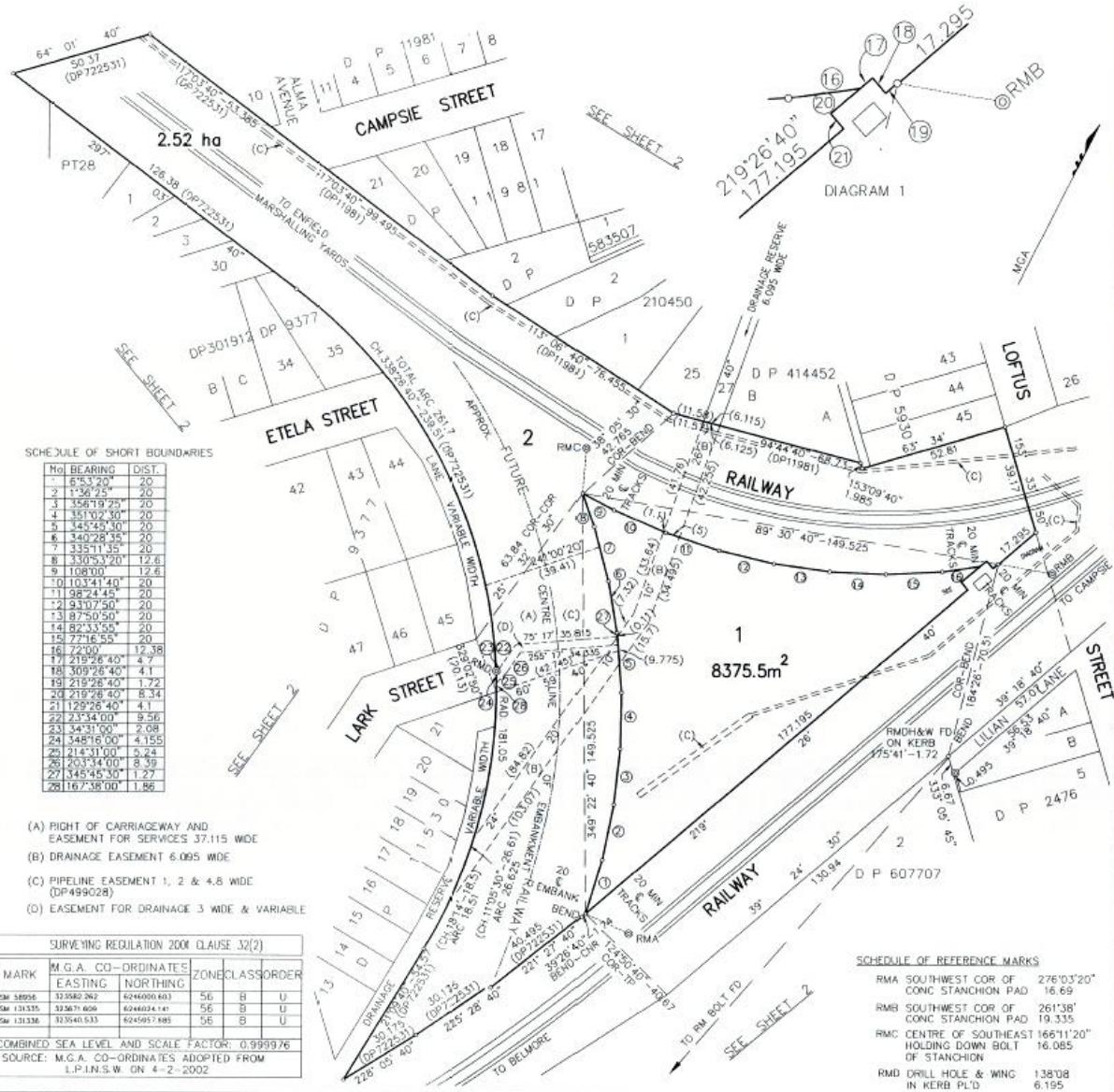


Sydenham Station and Junction  
Environmental Protection Licence Premise Map  
Drawing 15 of 21

LAING O'Rourke

**JOHN  
HOLLAND**

## Attachment B



**Attachment C****Third Party Agreements to be terminated**

<b>Location</b>	<b>Lease Identifier</b>	<b>Lease / Address</b>	<b>Lessee/Licensee</b>
Nil	Nil	Nil	Nil

**Identified Third Party Agreements**

<b>Location</b>	<b>Identifier</b>	<b>Third Party Arrangement</b>	<b>Third Party</b>
Lot 1	Nil	Agreement for sale of land dated 6 May 1994 between State Rail Authority of New South Wales as vendor and The Greek-Orthodox Parish and Community of Belmore and District as purchaser for Lot 1	The Greek-Orthodox Parish and Community of Belmore and District
		Gas pipeline easement*	Qenos

\*The parties acknowledge that the gas pipeline the subject of the gas pipeline easement is not operational and is being decommissioned.