

**INTERGOVERNMENTAL  
AGREEMENT**

INTERGOVERNMENTAL AGREEMENT IN RELATION TO THE PROPOSED  
PARRAMATTA TO EPPING RAIL LINK

**Commonwealth of Australia**

**State of New South Wales**

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PARRAMATTA TO EPPING RAIL LINK**

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**Date**

This Intergovernmental Agreement is dated the 21st day of February, 2011.

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**Parties**

This Intergovernmental Agreement is made between the following parties:

1. **Commonwealth of Australia (the Commonwealth)**
2. **The Crown in right of the State of New South Wales (New South Wales or NSW)**

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**Context**

This Intergovernmental Agreement (IGA) is made in the following context:

- A. The Prime Minister, the Hon Julia Gillard MP, together with NSW Premier, the Hon Kristina Keneally MP on 11 August 2010, announced a joint commitment to build a \$2.6 billion rail link between Parramatta and Epping.
- B. The Commonwealth and New South Wales agree that improving Sydney's transport network requires:
  - a) consistent, robust transport and land use planning, including multi-modal service planning; and
  - b) long term investment in transport infrastructure.
- C. The Commonwealth and NSW Governments are both party to an agreement reached at the December 2009 meeting of the Council of Australian Governments to improve metropolitan planning, including transport and land use planning.
- D. Work under this IGA will be done in accordance with the terms of the *Nation Building Program (National Land Transport) Act 2009* (Cth) and associated Notes on Administration for the National Partnership Agreement On Implementation Of Major Infrastructure Projects.
- E. The Commonwealth intends to commit funding up to a cap of \$2.1 billion having regard to the outcomes of the assessments to be undertaken under this IGA.
- F. Commonwealth funding for this commitment will come from Nation Building Program 2, commencing in 2014-15.
- G. New South Wales commits \$520 million funding for the project to enable the commencement of pre-construction works in 2011.

- H. It is intended that details of the respective funding and other commitments will be encapsulated in the Head MOU between NSW and the Commonwealth known as the Nation Building MOU.
- I. This IGA embodies the understanding of the parties and policy principles pursuant to which the parties intend to proceed with the formalisation of arrangements to implement the Project.

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### **Operative provisions**

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#### **1. Interpretation**

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

- 1.1.1. Unless the contrary intention appears, a term in bold type has the meaning shown opposite it:

<b>Parramatta to Epping Rail Link</b>	means an approximately 14 kilometre rail line from Parramatta to Epping. Indicatively, this includes: <ul style="list-style-type: none"> <li>- a new underground terminus station at the Parramatta Transport Interchange;</li> <li>- new twin rail tunnel from the Parramatta CBD to a connection with the Carlingford Line at Camellia;</li> <li>- a new station at Rosehill-Camellia;</li> <li>- duplication of the existing rail line between Camellia and Carlingford including upgrades of stations at Rydalmere, Dundas and Telopea;</li> <li>- a new underground station at Carlingford; and</li> <li>- twin rail tunnels connecting Carlingford into the existing underground platforms at Epping Station.</li> </ul>
<b>Project</b>	means the construction of the Parramatta to Epping Rail Link, the final scope of which will be agreed at the conclusion of the assessments undertaken under this IGA as part of the pre-construction phase.
<b>Parramatta to Epping Rail Link Steering Committee</b>	means the committee established under clause 4.1 of this IGA.
<b>Formal Agreement</b>	means an agreement entered into by the parties pursuant to the Head MOU that sets out the respective commitments of the parties in relation to the Project.

- Head MOU** means the memorandum of understanding titled 'National Partnership Agreement on Implementation of Major Infrastructure Projects in New South Wales, 2009-2014' between the Commonwealth and New South Wales, dated ^6 March^ 2009 and as varied on 12 June 2009.
- Nation Building Program Act** means the *Nation Building Program (National Land Transport) Act 2009*
- Objectives** means the objectives for the Parramatta to Epping Rail Link set out in clause 2.1.

## 1.2. Interpretation

1.2.1. In this IGA, unless the contrary intention appears:

- a. words in the singular include the plural and words in the plural include the singular;
- b. clause headings are for convenient reference only and have no effect in limiting or extending the language of the clauses to which they refer;
- c. a reference to dollars is a reference to Australian dollars;
- d. a reference to any legislation or legislative provision includes any statutory modification, substitution or re-enactment of that legislation or legislative provision;
- e. if any word or phrase is given a defined meaning, any other part of speech or other grammatical form of that word or phrase has a corresponding meaning; and
- f. references to the words 'include' or 'including' are to be construed without limitation.

1.2.2. Any variation to this IGA must be in writing and signed by the parties.

The parties will act and cooperate in good faith in accordance with the terms of this IGA. This IGA is not intended to create legally enforceable obligations between the parties.

## 1.3. Purpose and term of IGA

1.3.1. The purpose of this IGA is to set out the intention of the parties with respect to:

- a. the entering into of the Formal Agreement;
- b. the securing of funding; and

- c. governance arrangements for the conduct of the Parramatta to Epping Rail Link Project.

1.3.2. This IGA will continue until such time as the Parramatta to Epping Rail Link Project is completed.

## **2. Purpose of the Parramatta to Epping Rail Link Project**

### **2.1. Objectives**

2.1.1. The Australian Transport Council's (ATC) Vision for Australia's transport future is:

Australia requires a safe, secure, efficient, reliable and integrated national transport system that supports and enhances our nation's economic development and social and environmental well-being.

2.1.2. In support of the ATC's Vision and COAG's objective for improved metropolitan planning, the parties will seek to achieve the following specific objectives with respect to the Project:

- a. linking Sydney's second CBD of Parramatta with employment centres such as Macquarie Park, North Ryde, Chatswood and St Leonards, and vice-versa;
- b. reduce the journey time to Chatswood from Parramatta, by rail, by about 25 minutes, with flow on benefits (such as improved service frequency, service reliability, travel times and reduced crowding) to commuters on the Northern and North Shore lines;
- c. improve capacity on the Western Line and consequently, facilitate the development of Western Express Services between Western Sydney and the City;

### **2.2. Scope of the Parramatta to Epping Rail Link Project**

2.2.1. The parties acknowledge that all Commonwealth funding for the Project will be provided under the Nation Building Program Act, and that the Project is to be undertaken in accordance with that Act.

### **2.3. Implementation of the Parramatta to Epping Rail Link Project**

2.3.1. The parties intend that implementation of the Project will be formalised in an agreement signed by both parties that is entered into pursuant to the Head MOU (the Formal Agreement).

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### **3. Funding arrangements for the Parramatta to Epping Rail Link Project**

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#### **3.1. General**

- 3.1.1. At July 2010 the preliminary estimated cost for delivering the project, excluding rolling stock and stabling, is \$2.6 billion.
- 3.1.2. The parties acknowledge that the total cost of the Project may change from that anticipated at the commencement of this IGA and that NSW will contribute any additional funds required to complete the Project if the project cost exceeds \$2.6 billion.

#### **3.2. Commonwealth funding**

- 3.2.1. The Commonwealth will contribute 80% of the estimated project cost of \$2.6 billion up to a maximum of \$2.1 billion towards the Project by way of payments under the Nation Building Program Act.
- 3.2.2. It is foreshadowed that funding under the Nation Building Program 2 will commence in 2014-15.
- 3.2.3. The Commonwealth's \$2.1 billion capped funding contribution will be reflected in the Head MOU.

#### **3.3. New South Wales funding**

- 3.3.1. NSW will secure funding that will enable it to contribute \$520 million for the Project by way of State counterpart payments pursuant to the Head MOU between the Commonwealth and NSW.
- 3.3.2. Initial work will commence from 2011 with the NSW funding.
- 3.3.3. The NSW \$520 million funding contribution will be reflected in the Head MOU.

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### **4. Governance arrangements in relation to the Parramatta to Epping Rail Link Project**

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#### **4.1. Parramatta to Epping Rail Link Steering Committee**

- 4.1.1. The parties will work together cooperatively to establish a Parramatta to Epping Rail Link Steering Committee to oversee the Project. It is intended that this Committee will comprise the Chief Executive Officers or their equivalent (and their agreed designated alternates) of:
- a. the Transport NSW (Chair);
  - b. the Commonwealth Department of Infrastructure and Transport;
  - c. the Office of the Infrastructure Co-ordinator; and

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- d. other agencies as may be determined by agreement between the Commonwealth and NSW.

4.1.2. The Steering Committee will have overall responsibility for the coordination and management of the Project including responsibility for guiding the completion of initial studies and assessments in the pre-construction phase, to enable NSW to incorporate the outcome of the studies in a submission to Infrastructure Australia for assessment of the final proposal for Commonwealth funding. The Steering Committee will also have responsibility for establishment and approval (as appropriate) of:

- a. program scope, schedule and milestones including identification of possible early works;
- b. individual project budgets and cash flow (including variations), within the limits set by Ministerial approvals under the Nation Building Program;
- c. procurement strategy or strategies for program and project delivery; and
- d. processes for accountability and reporting.

4.1.3. The Steering Committee will establish and oversee a Project Control Group (PCG) and other committees as appropriate as part of the project oversight arrangements.

4.1.4. The Steering Committee will meet quarterly or as otherwise agreed between the parties, throughout the implementation of the Project.

21 FEB 2011

Signatures

SIGNED for and on behalf of the  
**Commonwealth of Australia** by the  
Minister for Infrastructure and  
Transport

ANTHONY ALBANESE

  
Signature

In the presence of:

JULIE OWENS

  
Signature of witness

SIGNED for and on behalf of the  
**State of New South Wales** by the  
Premier

KRISTINA KENEALLY

  
Signature

In the presence of:

JULIE OWENS

  
Signature of witness