

Funding Agreement
for the Byford Rail Extension Project
Environmental Offset Implementation
at Brickwood Reserve

THIS FUNDING AGREEMENT is executed on the

_____ day of _____ 2025

BETWEEN

SHIRE OF SERPENTINE JARRAHDALE EXECUTIVE BODY (ABN 98 924 720 841), care of the Shire of Serpentine Jarrahdale Local Government Authority with its principal offices at 6 Paterson Street, Mundijong, Western Australia 6123 (the Shire)

AND

PUBLIC TRANSPORT AUTHORITY OF WESTERN AUSTRALIA (ABN 61 850 109 576), a body corporate constituted pursuant to the provisions of the *Public Transport Authority Act 2003* (WA), Western Australia, and having its office at Public Transport Centre, West Parade, Perth, Western Australia (the Public Transport Authority)

BACKGROUND

- A. The Public Transport Authority is the principal agency charged with the responsibility of managing the construction and implementation of METRONET in the Perth metropolitan area.
- B. As part of METRONET, the Public Transport Authority is delivering an extension of the electrified passenger rail network from the existing Sherwood Station to the proposed new Byford Station, approximately 26 km south-east of Perth, Western Australia (Byford Rail Extension Project).
- C. The Public Transport Authority has obtained:
 - i. **Ministerial Statement 1183** issued pursuant to section 45 of the *Environmental Protection Act 1986* (WA);
 - ii. approval under the *Environment Protection and Biodiversity Conservation Act 1999* (Cth) (**EPBC 2020/8764**); and
 - iii. native vegetation clearing permit (**CPS 10736/1**) for the upgrade of rail signalling south of the new Byford Station

which provide that the Byford Rail Extension Project may be implemented subject to conditions.
- D. To comply with the conditions of **Ministerial Statement 1183**, **EPBC 2020/8764** and **CPS 10736/1**, the Public Transport Authority shall implement **Offset Measures** to counterbalance the significant residual impacts to environmental values resulting from the Byford Rail Extension Project.
- E. The **Offset Measures** include a **Payment Contribution** by the Public Transport Authority to the Shire. These funds will be used by the Shire for the purpose of undertaking **On-ground Management Activities** that directly benefit **Brickwood Reserve**.
- F. This **Agreement** sets out how the Public Transport Authority will satisfy the contribution commitments relating to **Brickwood Reserve** required by **Ministerial Statement 1183**, **EPBC 2020/8764** and **CPS 10736/1**, and how the Shire will manage that contribution.

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The **Parties** to this **Agreement** gives consent as follows:

1. DEFINITIONS

In this **Agreement**, unless the context otherwise requires:

Commencement Date means the date on which the Shire commences On-ground Management Activities in the On-ground Management Area as agreed with the Public Transport Authority but no later than 1 July 2025.

CPS 10736/1 means the native vegetation clearing permit granted by the Department of Water and Environmental Regulation (WA) under Part V of the *Environmental Protection Act 1986* (WA) for upgrade of rail signalling south of the new Byford Station.

EPBC 2020/8764 means the Approval Decision for the implementation of the Byford Rail Extension Project, issued by the Australian Government Minister or delegate thereof administering the *Environment Protection and Biodiversity Conservation Act 1999* (Cth) dated 7 February 2022 providing the Byford Rail Extension Project may be implemented subject to conditions.

Execution Date means the date on which the Parties execute this Agreement, or if it is not executed on the same date, the later of the two dates.

GST Act means *A New Tax System (Goods and Services Tax) Act 1999* (Cth) (GST Act) and, where the context permits, includes the Commissioner of Taxation's goods and services tax rulings and determinations and any other written law dealing with GST applying for the time being in Western Australia.

GST and **Tax Invoice** have the same meanings as in the GST Act.

Brickwood Reserve means Reserve Numbers 17490 and 51101 identified by:

- Lot 111 on Deposited Plan 39685 (LR3133/20);
- Lot 112 on Deposited Plan 39685 (LR3133/21);
- Lot 5567 on Deposited Plan 400401 (LR3168/463) and
- Lot 48 on Deposited Plan 206144 (LR3020/396)

within the Shire of Serpentine Jarrahdale Local Government Authority.

Ministerial Statement 1183 means the Statement released under section 45 of the *Environmental Protection Act 1986* (WA) dated 1 February 2022 providing that the Byford Rail Extension Project may be implemented subject to conditions.

Agreement means this Funding Agreement between the Public Transport Authority and the Shire of Serpentine Jarrahdale.

Offset Allocation Area means the extent of Brickwood Reserve required by the Offset Strategy and/or Offset Management Plan required by EPBC 2020/8764,

Ministerial Statement 1183 and/or CPS 10736/1 as an environmental offset. The Offset Allocation Area is spatially delineated in Annexure A to this Agreement.

Offset Measures means those measures developed by the Public Transport Authority to comply with the conditions of EPBC 2020/8764, Ministerial Statement 1183 and/or CPS 10736/1.

On-ground Management Activities are part of the Public Transport Authority's Offset Measures and consist of management activities which are to be undertaken by the Shire within the On-ground Management Area in order to maintain and enhance the environmental values of the Offset Allocation Area as described in Annexure B (as may be altered from time to time in accordance with clause 10).

On-ground Management Area means the extent of the Brickwood Reserve in which On-ground Management Activities are required by EPBC 2020/8764, Ministerial Statement 1183 and/or CPS 10736/1. The On-ground Management Area is spatially delineated in Annexure A to this Agreement.

Party means each of the Public Transport Authority of Western Australia and the Shire, as the context requires, and **Parties** means both of them.

Payment Contribution means the amount of \$2,101,572.60 (GST-free).

Payment Date is the date on which the Payment Contribution is received by the Shire pursuant to clause 6.1.

Specific Purpose Account means an interest-bearing account established by the Shire solely for the purpose of this Agreement.

2. INTERPRETATION

In this **Agreement**, unless the contrary intention appears:

- 2.1 a reference to any law or legislation or legislative provision includes any statutory modification, amendment or re-enactment, and any subordinate legislation or regulations issued under that legislation or legislative provision;
- 2.2 the words "including", "includes" and "include" will be read as if followed by the words "without limitation";
- 2.3 the meaning of "or" will be that of the inclusive "or", that is meaning one, some or all of a number of possibilities;
- 2.4 a reference to any government authority or body is:
 - 2.4.1 if that government authority or body is reconstituted, renamed or replaced or if the powers or functions of that government authority or body are transferred to another organisation, deemed to refer to the reconstituted, renamed or replaced organisation or the organisation to which the powers or functions are transferred, as applicable; and

- 2.4.2 if that government authority or body ceases to exist, deemed to refer to the organisation which serves substantially the same purposes or objects as that government authority or body;
- 2.5 a reference to any document or approval is to that document or approval (as the case may be) as amended, supplemented or replaced from time to time;
- 2.6 words expressed in the singular include the plural and vice versa;
- 2.7 where 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;
- 2.8 a reference to a clause or annexure is a reference to a clause or annexure of this **Agreement**; and
- 2.9 any express or implied provision of any schedule or annexure hereto is intended to be a provision of this **Agreement**.

3. NO LEGAL RELATIONSHIP CREATED

- 3.1 Nothing in this Agreement is intended to create a relationship of employment, partnership, joint venture or agency between the Shire and the Public Transport Authority and nothing in this **Agreement** will be deemed to have created any such relationship.
- 3.2 The **Parties** agree that this **Agreement** does not constitute any representation, offer or invitation which is capable of acceptance, or which could form the basis of an estoppel.

4. OTHER OBLIGATIONS NOT AFFECTED

The **Parties** acknowledge and agree that this **Agreement** cannot restrict the Shire or the Public Transport Authority in the performance of their functions or exercise of their legal powers and it has no authority in law. Nothing in this **Agreement** affects the obligations of the Shire or the Public Transport Authority under:

- (a) any written or other law; or
- (b) any contract.

5. TERM

This **Agreement** is valid from the **Execution Date** and, unless an extension is agreed and executed by the Shire and the Public Transport Authority, expires on 30 June 2045.

6. OBLIGATIONS OF THE PUBLIC TRANSPORT AUTHORITY

The Public Transport Authority agrees to:

- 6.1 subject to the Shire establishing the **Special Purpose Account** in accordance with clause 7.1b), pay to the Shire the **Payment Contribution** as a single lump sum payment within 60 days of receipt of a valid invoice from the Shire;
- 6.2 provide the Shire with any information within its possession that is relevant to undertaking the **On-ground Management Activities** within the **On-ground Management Area** in order to satisfy the requirements of **EPBC 2020/8764, Ministerial Statement 1183** and/or **CPS 10736/1**.

7. OBLIGATIONS OF THE SHIRE

- 7.1 The Shire, represented by the Chief Executive Officer, agrees to:
 - a) undertake the **On-ground Management Activities**;
 - b) establish and operate the **Specific Purpose Account** in accordance with applicable legislation, including the *Financial Management Act 2006* (WA) and relevant WA Treasurer's Instructions and ensure that this account is used for the receipt of payment of the **Payment Contribution**;
 - c) commence **On-ground Management Activities** as per Annexure B within the **On-ground Management Area** by the **Commencement Date**;
 - d) prepare and provide to the Public Transport Authority an annual report on the first business day of March each year detailing the **On-ground Management Activities** completed, expenditure incurred, outstanding activities and associated unspent funds during the previous calendar year (1 January to 31 December) in accordance with the framework provided in Annexure C. A draft annual report will be provided by the Shire to the Public Transport Authority for review and comment. Any amendments required by the Public Transport Authority will be addressed by the Shire and incorporated into a final report to be approved by the Public Transport Authority;
 - e) keep the Public Transport Authority informed of progress of the **On-ground Management Activities** pursuant to this **Agreement** that might affect or have implications for the Public Transport Authority's projects and proposals;
 - f) use the **Payment Contribution** made by the Public Transport Authority, and any interest accruing, in the **Specific Purpose Account** established under this **Agreement** for the sole purpose of complying with clause 7.1a);

- g) ensure that any unspent funds remaining at the completion of individual items of **On-ground Management Activities** (as per the breakdown in Annexure B) are either re-allocated to associated **On-ground Management Activities** within the **On-ground Management Area** or carried forward to future operational years to provide direct environmental benefit to **Brickwood Reserve** (as agreed with the Public Transport Authority under clause 10);
 - h) ensure any residual funds (including interest accrued) at the cessation of the term of this **Agreement** are retained by the Shire and used for ongoing management of **Brickwood Reserve**;
 - i) invoice the Public Transport Authority for the funds due pursuant to clause 6.1;
 - j) provide to the Public Transport Authority a receipt for, or a statement showing, the payment referred to in clause 6.1 within 30 days of the **Payment Date**;
 - k) provide the Public Transport Authority with any other information (where the collection and provision of that information does not require additional expenditure by the Shire) that the Public Transport Authority reasonably requires and requests from the Shire in order to fulfil its obligations under **Ministerial Statement 1183, EPBC 2020/8764** and/or **CPS 10736/1**; and
 - l) ensure that confidential information from the Public Transport Authority is not used or disclosed by the Shire for any purpose other than the performance of this Agreement or compliance with applicable laws.
- 7.2 The Shire will consult with the Public Transport Authority to investigate how the **On-ground Management Activities** and any separate survey, monitoring and management programs undertaken by the Public Transport Authority, may be structured so as to optimise overall efficiency and benefits to each **Party**, subject to the provisions of this **Agreement**.

8. ADDITIONAL FUNDING

- 8.1 The Shire may request additional funding from the Public Transport Authority if additional **On-ground Management Activities** to those set out in Annexure B are required.
- 8.2 If the Shire wishes to request additional funding from the Public Transport Authority, it shall apply in writing to the Public Transport Authority, with documentation justifying the need for additional funding.

- 8.3 Notwithstanding the above clauses 8.1 and 8.2, no additional payment is payable by the Public Transport Authority unless and until it is approved by the Public Transport Authority under clause 10.1.

9. GOODS AND SERVICES TAX (GST)

- 9.1 All amounts payable under or in connection with this **Agreement**, including by way of reimbursement, indemnity, damages or otherwise, are exclusive of **GST**, unless expressed otherwise.
- 9.2 If **GST** is payable on a supply made under or in connection with this **Agreement** and if the **Party** making that supply (supplier) is liable, under the applicable law, to pay or collect and remit, **GST** to the appropriate government agency, the **Party** receiving that supply (recipient) shall pay to the supplier an additional amount equal to the **GST** payable by the supplier in respect of the supply.
- 9.3 The recipient must pay the additional amount to the supplier on the date when the price (or part thereof) is provided to the supplier (subject to a **Tax Invoice** being received prior to the **Payment Date**).
- 9.4 This clause does not apply to the extent that the consideration for the supply is expressed to be inclusive of **GST**.

10. AMENDMENT

- 10.1 Subject to clause 10.2, this **Agreement** shall not be altered except with the prior written consent of the authorised delegate for the Public Transport Authority, and the Chief Executive Officer of the Shire.
- 10.2 The Shire and the Public Transport Authority agree that Annexure B may be altered from time to time with the prior written consent of the Environmental Manager of the Public Transport Authority and the Chief Executive Officer of the Shire (or their delegates notified in writing by the relevant **Party**), provided that the total contribution to be paid by the Public Transport Authority to the Shire over the period described in Annexure B is not altered.

11. DISPUTE RESOLUTION

- 11.1 Before resorting to external dispute resolution mechanisms, the Parties shall in good faith attempt to settle by negotiation any dispute in relation to this **Agreement**, and where practical, each Party shall refer the matter to personnel who have authority to intervene and facilitate some form of resolution.

12. GOVERNING LAW

This **Agreement** is governed by the laws of Western Australia.

EXECUTED as a Funding Agreement

Signed for and on behalf of the **SHIRE OF SERPENTINE JARRAHDALE**
EXECUTIVE BODY by

.....

PAUL MARTIN, CHIEF EXECUTIVE OFFICER SHIRE OF SERPENTINE
JARRAHDALE

Date:

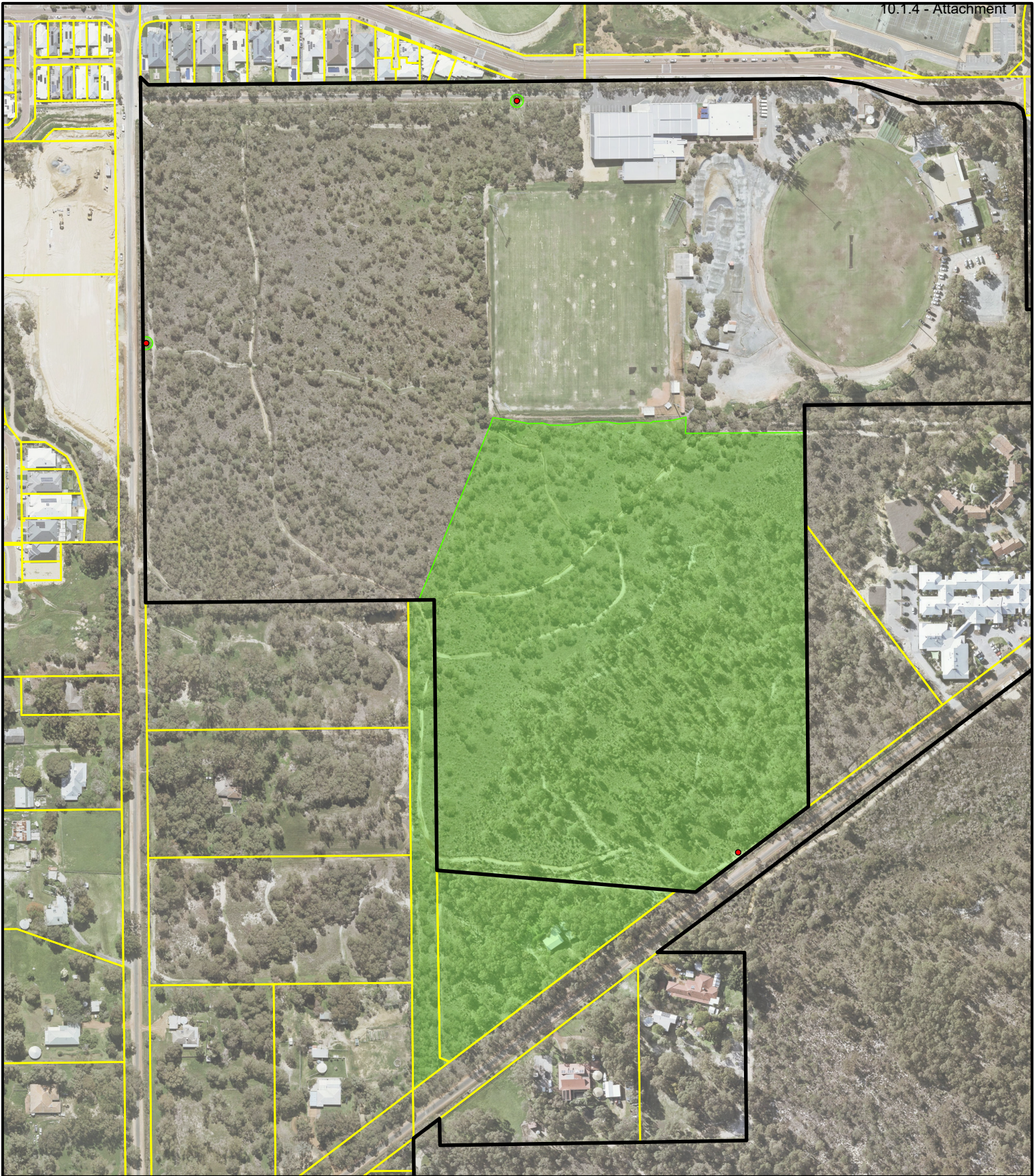
Signed for and on behalf of the **PUBLIC TRANSPORT AUTHORITY OF**
WESTERN AUSTRALIA

.....

LEO COCI, PUBLIC TRANSPORT AUTHORITY OF WESTERN AUSTRALIA,
an officer of the Authority duly authorised by the Authority pursuant to section
51(5) of the *Public Transport Authority Act 2003* for that purpose





Date:

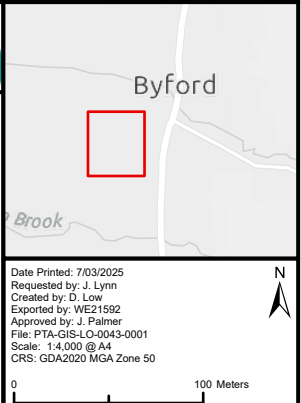
ANNEXURE A
On-ground Management Area within Brickwood Reserve



METRONET | Byford Rail Extension - Environmental Offset
Annexure A - On-ground Management Area

LEGEND

-  On-ground Management Area
-  Brickwood Reserve (LGATE227)
-  Cadastral Boundary (LGATE218)
-  Proposed Dieback Stations



ANNEXURE B – Public Transport Authority contributions provided to the Shire for On-ground Management Activities within the On-ground Management Area of Brickwood Reserve

On-ground Management Activities		Total Funding (\$)	Year																			
			1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20
Access control	Installation of conservation fencing and gates, including maintenance and replacement over lifespan	\$186,892.17	\$124,100.00	\$2,500.00	\$2,575.00	\$2,652.25	\$2,731.82	\$2,813.77	\$2,898.19	\$2,985.13	\$3,074.68	\$3,166.93	\$3,261.93	\$3,359.79	\$3,460.58	\$3,564.40	\$3,671.33	\$3,781.47	\$3,894.92	\$4,011.77	\$4,132.12	\$4,256.08
	Formalised access paths, including maintenance and replacement over lifespan	\$228,259.64	\$65,000.00	\$6,500.00	\$6,695.00	\$6,895.85	\$7,102.73	\$7,315.81	\$7,535.28	\$7,761.34	\$7,994.18	\$8,234.01	\$8,481.03	\$8,735.46	\$8,997.52	\$9,267.45	\$9,545.47	\$9,831.83	\$10,126.79	\$10,430.59	\$10,743.51	\$11,065.81
Dieback management	Dieback assessment, management plan and treatment	\$91,408.50	\$28,055.00	\$500.00	\$515.00	\$4,646.45	\$546.36	\$562.28	\$5,189.07	\$596.52	\$614.42	\$23,336.64	\$651.28	\$670.82	\$6,473.62	\$711.67	\$685.36	\$7,230.98	\$777.00	\$800.31	\$8,078.12	\$767.60
	Dieback wash down stations including maintenance and replacement over lifespan	\$94,474.17	\$9,000.00	\$1,863.00	\$1,918.89	\$1,976.46	\$10,260.00	\$1,975.39	\$2,034.65	\$2,095.69	\$2,158.56	\$11,696.40	\$2,309.66	\$2,378.95	\$2,450.32	\$2,523.83	\$13,333.90	\$2,700.49	\$2,781.51	\$2,864.95	\$2,950.90	\$15,200.64
Weed management	Weed assessment and management plan	\$58,062.11	\$10,850.00				\$9,878.40					\$11,063.81					\$12,391.46					\$13,878.44
	Weed control (manual and chemical)	\$212,929.82	\$24,240.00	\$21,816.00	\$19,634.40	\$17,670.96	\$15,903.86	\$14,313.48	\$12,882.13	\$11,593.92	\$10,434.53	\$9,391.07	\$8,451.97	\$7,606.77	\$6,846.09	\$6,161.48	\$5,545.33	\$4,990.80	\$4,491.72	\$4,042.55	\$3,638.29	\$3,274.46
Instructional and interpretive signage	Design and installation of signage, including maintenance and replacement over lifespan	\$59,898.63	\$5,000.00	\$1,926.00	\$1,926.00	\$1,926.00	\$1,926.00	\$1,926.00	\$1,926.00	\$1,926.00	\$1,926.00	\$6,500.00	\$6,695.00	\$2,588.38	\$2,666.03	\$2,746.01	\$2,828.39	\$2,913.24	\$3,000.64	\$3,090.66	\$3,183.38	\$3,278.88
Rubbish Removal	Rubbish removal and disposal	\$17,734.45	\$660.00	\$679.80	\$700.19	\$721.20	\$742.84	\$765.12	\$788.07	\$811.72	\$836.07	\$861.15	\$886.98	\$913.59	\$941.00	\$969.23	\$998.31	\$1,028.26	\$1,059.11	\$1,090.88	\$1,123.61	\$1,157.31
	Removal of historical structures	\$35,000.00	\$35,000.00																			
Project management and coordination by Shire's reserves officer (0.1 FTE)	Level 7.3 (SoSJ Operations Wage Scale) including salary on-costs and vehicle	\$766,651.01	\$28,531.46	\$29,387.40	\$30,269.03	\$31,177.10	\$32,112.41	\$33,075.78	\$34,068.06	\$35,090.10	\$36,142.80	\$37,227.08	\$38,343.90	\$39,494.21	\$40,679.04	\$41,899.41	\$43,156.39	\$44,451.09	\$45,784.62	\$47,158.16	\$48,572.90	\$50,030.09
Associated Shire administration overheads		\$350,262.10	\$66,087.29	\$13,034.44	\$12,846.70	\$13,533.25	\$16,240.88	\$12,549.53	\$13,464.29	\$12,572.08	\$12,636.25	\$22,295.42	\$13,816.35	\$13,149.59	\$14,502.84	\$13,568.70	\$18,431.19	\$15,385.63	\$14,383.26	\$14,697.97	\$16,484.57	\$20,581.87
Total for 20 years		\$2,101,572.60	\$396,523.75	\$78,206.64	\$77,080.21	\$81,199.52	\$97,445.29	\$75,297.15	\$80,785.73	\$75,432.49	\$75,817.48	\$133,772.50	\$82,898.09	\$78,897.57	\$87,017.05	\$81,412.18	\$110,587.14	\$92,313.80	\$86,299.56	\$88,187.84	\$98,907.40	\$123,491.19

ANNEXURE C – Framework for the Annual Report provided to the Public Transport Authority by the Shire documenting the on-ground management activities conducted within Brickwood Reserve

Section	Potential Inclusions
Introduction	<ul style="list-style-type: none"> • Background. • Objective. • Scope of works. • Summary of management activities for the period. • Assumptions/ limitations.
Environmental Setting	<ul style="list-style-type: none"> • Climatic/weather conditions over the reporting period (rainfall, storms, dry periods). • Changes to topography, drainage or hydrology (surface water runoff, flow direction). • Environmental events such as flooding or fires. • Wetlands (if applicable).
Management Activities	<ul style="list-style-type: none"> • Details of On-ground Management Activities, or other works undertaken as per Annexure B. • Identify any works undertaken by third parties and outcome of works undertaken. • Identification and justification for deviations from On-ground Management Activities or other works specified in Annexure B for the period. • Identification and justification of any contingency plans (if required) implemented during the period. • Result of any surveys undertaken as per Annexure B (e.g., dieback mapping, weed mapping, flora and vegetation surveys). • Any observed or anecdotal results noted from the implementation of On-ground Management Activities (i.e., observable reduction in feral animals or reduction in weeds).
Financial Arrangements	<ul style="list-style-type: none"> • Details of expenditure incurred during the management period. • Identification and justification for deviations from the land management contributions in Annexure B. incurred during the management period. • Provision of invoices for works undertaken during the management period. • Specific Purpose Account for the Brickwood Reserve balance sheet showing incomings and outgoings.
Proposed Management Activities	<ul style="list-style-type: none"> • Details of On-ground Management Activities, or other works proposed to be undertaken as per Annexure B. • Identification and justification for any proposed deviations from On-ground Management Activities or other works specified in Annexure B for the period. • Identification and justification of any contingency plans (if required) implemented during the period. • Risk assessment for proposed management activities for the upcoming period.
Proposed Funding Allocation	<ul style="list-style-type: none"> • Proposed re-allocation of funds from one management activity to another. • Any proposed re-allocation of funds from one management period to another. • Any proposed re-allocation of funding to be carried forward to future operational years. • Risk assessment for proposed funding changes for the upcoming management period.
Stakeholder Consultation	<ul style="list-style-type: none"> • Public Transport Authority.

Section	Potential Inclusions
	<ul style="list-style-type: none"> • External consultants. • Third parties. • DWER. • DCCEEW.
Figures	<ul style="list-style-type: none"> • Site layout. • Locations of on-ground management activities (e.g., fencing, signage, weed control, track maintenance). • Locations of work areas (e.g., weed control, track maintenance). • Locations of observations (e.g., areas showing reduced feral animal activity). • Indications of proposed works areas for the upcoming management period. • Provision of spatial data.
Photographs	<ul style="list-style-type: none"> • Evidence of works implemented (e.g., fencing, signage, rubbish removal). • Evidence justifying deviations from Annexure B. • Visible changes to the site and/or surrounds. • Visible changes (improvement or degradation) to environmental values (e.g., vegetation condition, flora, fauna habitat, wetlands).
Conclusions	<ul style="list-style-type: none"> • Management activities completed to date. • Comment on the effectiveness of management activities that have been implemented this far.
Recommendations	<ul style="list-style-type: none"> • Recommendations for management activities for the upcoming management period. • Recommendations for deviations to any management activities for the upcoming management period. • Recommendations for funding allocation for management activities for the upcoming management period. • Any other recommendations.