

# VicTrack

## Access Arrangement No: 56

for

**Victorian Rail Track** ABN 55 047 316 805 of Level 8, 1010 La Trobe Street Docklands VIC 3008 (trading as “VicTrack”)

**Access Arrangement submission by VicTrack to the Essential Services Commission of Victoria (“ESC”)**



1 June 2012 to 31 May ~~2017~~2019

Commented [c1]: Extension for a further 2 years

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## VicTrack

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## 1. Preamble

### 1.1 Introduction

- 1.1.1 VicTrack is the trading name for Victorian Rail Track Corporation, a government corporation established under s.8 of the *Rail Management Act 1996 (RMA)*. VicTrack is a public entity, but does not represent the crown.
- 1.1.2 VicTrack's objectives and functions are established by s.119 and s.120 of the *Transport Integration Act 2010 (TIA)*.

### 1.2 Objectives

VicTrack provides this access arrangement to the Essential Services Commission (**ESC**), having regard to the requirements under Part 2A of the *RMA* to:

- 1.2.1 Provide an open and transparent method for Access Seekers (also described as **Rail Operators**) to gain access to the Network;
- 1.2.2 Determine access price limits, and access terms and conditions that have a sound basis;
- 1.2.3 Maximise the use of the VicTrack rail infrastructure and network;
- 1.2.4 Balance VicTrack's legitimate business interests and Access Seekers' objectives;
- 1.2.5 Secure fair compensation for the supply of access services, including cost recovery and a fair return on investment;
- 1.2.6 Provide an efficient dispute resolution process.

### 1.3 ESC's Role

The ESC will review the draft(s) of this access arrangement, under s.38W and s.38ZJ(1)(b) of the *RMA*.

In the balance of this document, the Access Arrangement is referred to as "this **Arrangement**".

## 2. Administration of this Arrangement

### 2.1 Scope

- 2.1.1 This Arrangement details the process of seeking access to and operating rail transport services using those parts of VicTrack's rail network that have been declared under the *RMA* (**Network**). This Arrangement does not apply to those parts of the Victorian rail network leased by other parties, including the suburban rail network, suburban tram network, interstate rail network and regional Victorian rail network.

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2.1.2 As defined in the Freight Network Declaration Order 2005 – Victoria Government Gazette No. S 259 of 2005, VicTrack's declared rail infrastructure (shown by maps in Appendix 4) comprises sidings located within:

- a) The Dynon Precinct at the Dynon Intermodal Terminal, the North Dynon Agents area and the South Dynon Locomotive Depot (Appendix 4A),
- b) The Cresco Precinct (Hastings) (Appendix 4B).

2.1.3 The Network also includes a line section between Somerton and Upfield, which is unused at the present time and currently closed for traffic (Appendix 4C).

2.1.4 VicTrack, under section 38X(2) of the RMA, includes voluntarily arrangements for access to sidings at the McIntyre Rail Maintenance Facility, located in the North Sunshine Precinct (Appendix 4D). As this precinct has not been declared by the Freight Network Declaration Order (or any other Order in council) it must be noted that many of the provisions of the RMA, including notably the dispute resolution provisions, may not apply with respect to access to that facility, unless and until it is declared.

Notes:

- i. Since the 2009 Access Arrangement, W and V tracks are no longer administered by VicTrack.
- ii. Since the 2012 Access Arrangement (4), the North Melbourne Creeks Sidings are no longer administered by VicTrack and references to them have been removed in clause 2.1.2 and Appendix 4.

## **2.2 Duration and Term of This Arrangement**

VicTrack undertakes to comply with this Arrangement ~~for a period of 5 (five) years until it expires on 31 May 2019 as from the date of approval~~ by the ESC.

## **2.3 Variation of This Arrangement**

2.3.1 Prior to the termination of this current Arrangement, VicTrack may apply for a variation to this Arrangement in accordance with the procedures in s.38ZO of the Act.

2.3.2 To guide Access Seekers, VicTrack has identified the following examples of circumstances in which it will seek variation of this Arrangement, including (without limitation):

- a) Where the Network is modified (increased or decreased) by an amount equivalent to greater than 10% of the total available track.
- b) Where VicTrack believes its legitimate business interests have been compromised under the Arrangement.
- c) If VicTrack is the beneficiary of government contributions which will materially affect the basis of the revenue cap. VicTrack must advise the ESC in these circumstances.
- d) VicTrack undertakes to seek ESC approval and to consult with Rail Operators before any terms of this Arrangement are sought to be varied.

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## **2.4 Existing Contractual Agreements**

It is the intention of VicTrack to align all Rail Operators' Access Agreements to those conditions indicated in this Arrangement. VicTrack must also ensure that such existing agreements are consistent with the requirements contained in the ESC's Capacity Use Rules. VicTrack undertakes to conduct negotiations with existing Rail Operators in good faith.

## **2.5 Contact details**

2.5.1 VicTrack contact details for enquiries related to access or for general network enquiries are:

Senior Manager, Logistics and Transport  
VicTrack  
Level 8, 1010 La Trobe St  
Docklands, Victoria, 3008  
Telephone 03 9619 8838  
Fax 03 9619 8851

2.5.2 VicTrack operates a web site (<http://www.victrack.com.au>) where pertinent details regarding the Network and the process of making an application for access can be obtained.

2.5.3 VicTrack's website also contains details of the Network Management Principles and the protocols relevant to the provision and management of access (including those made in accordance with ESC Instruments).

## **3. VicTrack Services**

### **3.1 Range of Services**

3.1.1 This section of this Arrangement identifies the range of services that can be sought from VicTrack.

3.1.2 VicTrack provides a range of services as defined in s.38A (Definitions) of the RMA that are associated with the use of its Network and sidings and these services are summarised as the Network Access Service. As a Rail Infrastructure Manager only, VicTrack does not provide these services to itself or a related body corporate of VicTrack (s.38X(1)(a)(ii) of the RMA). The Network Access Service includes the following services:

- a) Allowing an accredited rail operator to access the Network for:
  - i. Holding of a train or wagons in an arrival road;
  - ii. Standing on a siding whilst loading/unloading occurs;
  - iii. Placement of a rake of wagons while a train locomotive changes ends – for the purpose of reversing direction of the train;

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- iv. Holding of a locomotive or a crew car while wagon loading/unloading occurs;
  - v. Holding of a train awaiting access to another terminal or mainline access.
- b) Allocation and scheduling of train paths on the Network,
  - c) Managing and controlling train operations that operate on the Network;
  - d) Maintaining the Network;
  - e) Extending, enhancing or expanding the Network and
  - f) Management of incidents that affect or may affect the operation or safe operation of the network;
- 3.1.3 Applications for long term storage must be considered if capacity can be found without restricting the daily operations of VicTrack or the daily operations at adjacent rail facilities.
- 3.1.4 With one exception (described at clause 3.1.8 below) the Network Access Service that is provided by VicTrack under this Arrangement will be defined as a reference service.
- 3.1.5 There are no non-standard reference services.
- 3.1.6 In the event that VicTrack, in the future, does provide rail transport services that are not reference services then:
- The non-price terms and conditions would reflect the terms and conditions set out in the Standard Access Agreement attached to the access arrangement, with appropriate modifications,
  - Access charges would be calculated consistently with the methodology applied in calculating other access charges under the access arrangement.
- 3.1.7 The Network Access Service can be provided on a scheduled basis (as a Scheduled Service) or on an ad hoc or unscheduled basis (as an Unscheduled Service).
- 3.1.8 If the Upfield to Somerton line becomes operational in the future, the service of providing access to this line will be a non-reference service (see 3.1.6).

## **4. Application Process**

### **4.1 Information Provided by VicTrack to Access Seekers**

#### 4.1.1 Information Pack

VicTrack has provided an Information Pack on its website from which Access Seekers can download the necessary documentation about this Arrangement and the access application form. A hardcopy is also available at a cost of \$200.

#### 4.1.2 The Information Pack contains information covering:

- 
- a) This Access Arrangement;
  - b) Diagrams of VicTrack Sidings/Network
  - c) VicTrack Operating Handbook containing:
    - i. Network management
    - ii. Communications
    - iii. Rolling Stock Interface Standards
    - iv. Operational Systems
    - v. Complaint Handling
  - d) Prescribed form of access applications;
  - e) Standard access terms and conditions (in the Standard Access Agreement); and

*Note: Information on the current scheduled services and available capacity in sidings can be provided on request by the*

*Rail Operations Coordinator, Dynon  
Telephone (03) 9619 8881*

- 4.1.3 VicTrack must respond to any bona fide enquiry regarding access to the Network. It is incumbent on the information seeker to supply relevant details with its enquiry and to seek relevant information.

## **4.2 Negotiation Protocols**

- 4.2.1 VicTrack must negotiate with all parties equitably and without regard to the identity of that party.
- 4.2.2 VicTrack's Standard Access Agreement, together with the relevant Information Pack and VicTrack-supplied information, will form the basis of negotiation.
- 4.2.3 VicTrack must respond to appropriate and bona fide requests for variation to the Standard Access Agreement in a timely manner which is detailed in the procedures in clause 4.3 of this Arrangement.
- 4.2.4 VicTrack must keep information provided by an Access Seeker private and confidential and must not disclose such Access Seeker information to other parties, except with the specific approval of the Access Seeker. The confidentiality provisions of this Agreement will automatically apply to Access Seekers.
- 4.2.5 Where the VicTrack Senior Manager, Logistics and Transport and the Access Seeker are unable to reach agreement over any matter under consideration within a reasonable time, the matter must be referred to the relevant Chief Executive Officers (CEO) of each entity for resolution.
- 4.2.6 In the event that the CEO's are unable to reach agreement within a reasonable time, the Access Seeker may refer the matter to the ESC for resolution.



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### **4.3 Process of Access Seeker Application**

4.3.1 An Access Seeker wishing to apply to VicTrack for access to the VicTrack Network should follow the process identified below and shown in Schedule 2 of the Standard Access Agreement.

4.3.2 Contact:

Senior Manager, Logistics and Transport  
VicTrack  
Level 8, 1010 La Trobe St  
Docklands, Victoria, 3008  
Telephone 03 9619 8838  
Fax 03 9619 8851

to enquire on details of the Network and to clarify general requirements and ensure that the facilities are aligned to the needs of the Access Seeker.

4.3.3 Obtain a copy of the VicTrack Application for Track Access and associated Information Pack.

4.3.4 Assess needs and complete the application, forwarding it to VicTrack via email or post.

4.3.5 The Access Seeker will need to demonstrate an understanding of the requirements for Rail Safety Accreditation and provide a plan to obtain accreditation or evidence of accreditation. Rail Safety Accreditation is a pre-requisite for access to the Network.

4.3.6 The Access Seeker will need to demonstrate that its rolling stock complies with VicTrack's requirements, especially the requirement to obtain Rail Safety Accreditation for the rolling stock.

4.3.7 The Access Seeker will need to demonstrate adequate management or staff with the necessary knowledge, experience and competence to carry out the operation or that they will engage a party with these qualities. Rail Safety Accreditation will assist in this regard.

4.3.8 The Access Seeker will need to demonstrate the required financial capacity to meet its obligations under the Standard Access Agreement (contained in Appendix 5).

4.3.9 On receipt of an application, VicTrack must provide within 5 business days, an acknowledgement of receipt of the application and the Information Pack.

4.3.10 Within 10 business days from receipt of an access application VicTrack must advise the Access Seeker whether the application form contains all the information required to process the application. If it does, and capacity is available, the Access Seeker must be requested to execute the Standard Access Agreement in Appendix 5. The Standard Access Agreement sets out the standard terms and conditions for the supply of reference services.

4.3.11 If insufficient information is received VicTrack must advise the additional information required at this time. At this stage an Access Seeker may choose to:

- a) Provide the additional information;
- b) Seek to advise the matter to the Essential Services Commission as a dispute;

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- c) Not proceed further with the application.

If VicTrack has not requested further information within a period of 10 business days from application, the application will be deemed to be sufficient.

- 4.3.12 VicTrack must determine within 20 business days from the acknowledgement of an access application including all relevant information whether there is sufficient capacity to grant the access according to the application and advise the applicant. Relevant terms and conditions including price will be provided at this time.
- 4.3.13 If VicTrack determines there is not sufficient infrastructure capacity to grant the access requested, VicTrack must, within 25 business days from receipt of an application (with all relevant information), provide reasons why it cannot be granted and advise whether part of the application can be provided including the terms, conditions and price for that part.
- 4.3.14 If following the receipt of an Information Pack, the Access Seeker requires further information, VicTrack must advise within 14 days:
  - a) Whether there is likely to be sufficient available capacity on the network and if so the train capacity likely to be available;
  - b) If there is insufficient available capacity – and what available capacity exists on relevant parts of the Network;
  - c) a description of any reasonably expected upgrades or modifications of the Network;
  - d) a copy of VicTrack's Standard Access Agreement;
  - e) an estimate of the access charge that would apply to the relevant service and an explanation of how this has been calculated with reference to reference tariffs in this Arrangement;
  - f) Information about other matters an Access Seeker may need for this purpose.
- 4.3.15 In a situation where there is insufficient capacity:
  - a) VicTrack must ask the Access Seeker whether it is interested in investigating additional capacity and costs relevant to that requirement;
  - b) If the Access Seeker is interested in information on developing additional capacity, VicTrack must advise the scope of upgrades of the Network that would be required to provide the requested service, and provide documentation on the additional capacity works required.
- 4.3.16 Particularly within the Dynon precinct, the interaction of multiple Rail Operators will require interface agreements to be entered into, and operational plans to be prepared. This is to ensure safety is maintained.

#### **4.4 Negotiation of Access Issues:**

- 4.4.1 Following receipt of relevant terms and conditions for the provision of access, an Access Seeker can decide whether to proceed and respond to VicTrack. If

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unresolved issues are identified in the terms and conditions, VicTrack and the Access Seeker will discuss these issues as soon as possible.

4.4.2 Should any issue become disputed and remain unresolved in these discussions, the Access Seeker may notify VicTrack of a dispute within 10 days of receipt of an access offer from VicTrack. The dispute notification will then be handled according to the following process:

- a) VicTrack must further assess the issue and respond within 14 days advising whether there is a possibility for agreement or an altered position.
- b) If no agreement is reached within 21 days from receipt of notice of dispute, the CEO's of both companies must discuss the issue within a further 7 days to attempt to resolve the matter.
- c) If no agreement is reached the matter will be referred to the ESC as a dispute for resolution.

#### **4.5 Access Seeker Specific Works**

In accordance with the Negotiation Guidelines<sup>1</sup> this section sets out the protocols that VicTrack will use when undertaking an assessment of works to provide additional capacity to meet an access seekers request for additional capacity.

- 4.5.1 On receipt of a request, VicTrack must provide within 5 business days, an acknowledgement of receipt of the request
- 4.5.2 Within 10 business days from receipt of the request, VicTrack must advise the Access Seeker whether the request contains all the information required to process the request.
- 4.5.3 If VicTrack has not requested further information within a period of 10 business days from the request, the request will be deemed to be sufficient.
- 4.5.4 If insufficient information is received VicTrack must advise the additional information required at this time. At this stage an Access Seeker may choose to:
  - a) Provide the additional information.
  - b) Not proceed further with the application.
- 4.5.5 Once the conditions to proceed have been met according to 4.5.3 or 4.5.4(a) then within 28 days VicTrack will conduct a preliminary

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<sup>1</sup> Essential Services Commission, Victorian Rail Access Regime, Negotiation Guidelines, pp6-12.

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investigation that will assess the nature of the work required to undertake a detailed assessment of any works required in accordance with VicTrack's policies to provide the additional capacity to meet the access seekers request.

- 4.5.6 VicTrack will then provide to the access seeker the initial assessment of the detailed works required (4.5.5) and a proposed allocation of costs, i.e. a fee for the provision of a detailed assessment as per section 6.2 of the Commission's Negotiation Guidelines (exc. GST), of the detailed assessment of the works required for the access seeker, prior to the detailed assessment for works proceeding. In allocating costs incurred in providing a detailed assessment, the proposed allocation of costs (fee) will be fair and reasonable having regard to the nature of the request for access, the work undertaken and the benefits to VicTrack and the access seeker of any detailed assessment in relation to works required to provide additional capacity to meet the access seeker's request for access.
- 4.5.7 The access seeker will then have 14 days to respond to VicTrack to proceed with the detailed assessment of works upon receipt of the information provided to it in 4.5.6. If the access seeker does not respond within 14 days the request will lapse. Once the access seeker agrees to proceed, the detailed assessment of works will be undertaken in accordance with VicTrack's policies. The timeframe for provision of the detailed assessment of works will be advised in each instance of request and will depend on the nature and complexity of the proposed works that need to be undertaken to meet the request to increase capacity.
- 4.5.8 Within 7 days of receipt of the detailed assessment of works VicTrack will provide to the access seeker the detailed assessment of works and may charge a fee for its provision as referred to in section 4.5.6 above.
- 4.5.9 The access seeker will have 28 days upon receipt of the detailed assessment of works to advise VicTrack if they wish to proceed with the works or, the request for additional capacity works will lapse.
- 4.5.10 As appropriate and feasible, alternate time frames to the above may be negotiated between VicTrack and the access seeker. The access seeker will also be provided with an opportunity to input to any detailed assessment, including by responding to/commenting on VicTrack's initial assessment of detailed works required under clause 4.5.6, and by being provided by VicTrack with the opportunity to liaise with VicTrack and the party undertaking the detailed assessment of works, as the assessment is undertaken.
- 4.5.11 Before any contract for these additional capacity works is put to tender as per VicTrack policies, VicTrack and the Access Seeker must negotiate and reach an agreement on terms and conditions for the proposed works including financial arrangements suitable to both parties.
- 4.5.12 Should any issue become disputed and remain unresolved in this process, the Access Seeker may notify VicTrack of a dispute within 10 days of the stage of the process that is in dispute. The dispute notification will then be handled according to the following process:
- a) VicTrack will immediately notify the ESC of a notification of dispute.

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- b) VicTrack must further assess the issue and respond within 14 days advising whether there is a possibility for agreement or an altered position.
  - c) If no agreement is reached within 21 days from receipt of notice of dispute, the CEO's of both companies must discuss the issue within a further 7 days to attempt to resolve the matter.
  - d) If no agreement is reached the matter will be referred to the ESC as a dispute for resolution.

## **4.6 Interconnection**

- 4.6.1 VicTrack will assist Access Seekers in the facilitation of interconnection with other networks so as to ensure optimum operating arrangements are available to those Access Seekers.
- 4.6.2 Interconnections must be facilitated with mainline networks. VicTrack will liaise with mainline networks by indicating to that network the operational and engineering requirements of the relevant Access Seeker. The Access Seeker also has an obligation to notify the mainline network.
- 4.6.3 If an Access Seeker wishes to join the Network with its own infrastructure, VicTrack will facilitate the assessment of this application and cooperate with the Access Seeker for the mutual benefit of both parties. This may include agreement to operational and engineering plans by way of review and feedback. The process that will apply to applications for interconnection is the process specified in section 7 of the Negotiation Guidelines<sup>2</sup>.

## **5. Network Access Service Pricing**

### **5.1 General Principles**

VicTrack establishes pricing for the Network Access Service Charges according to the principles as set out in s.38J of the RCA and s.2.1 of the Pricing Order<sup>3</sup>.

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<sup>2</sup> See ESC above n1, pp12-14.

<sup>3</sup> Essential Services Commission 2009, 'Rail Access Pricing Guideline V.2.0', June.

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## **5.2 Pricing Objectives**

- 5.2.1 VicTrack's pricing objective is to recover the costs of providing and maintaining the Network and to receive a margin based on the risks associated with the operation of its business.
- 5.2.2 VicTrack wishes to achieve this objective on an average cost and average revenue basis over the course of the duration of this Arrangement.
- 5.2.3 Price Indexation will be applied in accordance with Appendix 1(C).

## **5.3 Cost policy**

- 5.3.1 Maintenance and operating expenses will be expensed in the year of the accrual.
- 5.3.2 Capital expenses will be expensed by applying a Weighted Average Cost of Capital (WACC).
- 5.3.3 Depreciation will be applied at the rates specified in the Australian Taxation Office Determination TR 2000/18A11 (Addendum as at 21 December 2005).

## **5.4 Precinct Differentiation**

- 5.4.1 VicTrack's Network contains two geographic precincts): the Dynon Precinct, and the Cresco Siding (Hastings).
- 5.4.2 VicTrack may price the two precincts separately because the train operations and usage patterns are distinctly different

*Note: The North Sunshine Precinct is not currently declared infrastructure (see 2.1.4).*

## **5.5 Revenue Rate Cap**

- 5.5.1 VicTrack operates a highly task variable business. Its projections for tasks have been made with the best data available at the time of this Arrangement but the data displays large variation. Therefore while a revenue projection has been made for the duration of this Arrangement there is a high likelihood that significant variations will occur.
- 5.5.2 A revenue rate cap is proposed to limit the total revenue to the total cost of providing access plus margin. A rate cap has been established for each of VicTrack's precincts representing the rate applicable at the forecasted task. This cap applies to Scheduled Users and Unscheduled Users.
- 5.5.3 Notwithstanding the price indexation provisions in Appendix 1, VicTrack may decide to reduce its prices if the actual task is greater than forecast, subject to any additional costs that may arise from the greater task. If the actual task decreases VicTrack will maintain the rate cap until at least the following review of the rate cap (with indexation, in accordance with Appendix 1).
- 5.5.4 If the task continues at a reduced level VicTrack may need to apply to the ESC to seek a variation to this Arrangement under s 38ZO of the RMA (in accordance with

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the process outlined at clause 2.3 above). In such circumstances, any increase to Access Charges (other than CPI indexation specified in Appendix 1) will occur only after consultation with the Rail Operators and only after approval by the ESC. Any increase in Access Charges must be consistent with the pricing principles or any methodology determined by the ESC under the Pricing Principles Order (made under s.38J of the RMA). VicTrack must not rely on the identity of an Access Seeker as the basis for charging it different prices to those which it charges other Access Seekers.

- 5.5.5 Where contributions are made by other parties for works, VicTrack will deduct those contributions from its revenue caps with the accounting method most appropriate to those contributions and in accord with the Account Keeping principles identified in this Arrangement.

## **5.6 Pricing Strategy and Pricing Units**

- 5.6.1 As outlined at clause 3.2, the reference services provided by VicTrack are summarised as a Network Access Service (across VicTrack precincts). In accordance with Appendix 1, a charge will apply for the supply of services associated with the Network Access Service.
- 5.6.2 In each precinct, the space occupied by the relevant wagon, carriage, locomotive or train will be an important consideration in determining the Network Access Service Charge.
- 5.6.3 The Network Access Service provided by VicTrack will be for the management and occupation by rolling stock of space on a siding. The standard unit of service provided by VicTrack consists of the space required by a single item of rolling stock, including single wagons, single empty passenger carriages, single locomotives and single units of a multiple unit wagon such as a "5 Pack".
- 5.6.4 Despite the intention to charge for siding space which could be accurately reflected as metres of siding space, it is currently not practical for VicTrack to measure each unit of rolling stock. Under this Arrangement, VicTrack will use representative lengths or freight wagons, locomotives, or empty passenger carriages (as relevant) as the practical method of measurement.
- 5.6.5 VicTrack has developed a pricing regime that is intended to reflect the use of the Network in each precinct and its ability to record usage patterns on a daily basis.
- 5.6.6 In precincts and specific precinct locations where daily wagon movements are recorded, VicTrack will apply specific usage charges in accordance with Appendix 1(A), and invoice on a monthly basis.
- 5.6.7 In precincts where daily wagon movements are not recorded, VicTrack will apply specific usage charges in accordance with Appendix 1(B), and invoice on a monthly or quarterly basis.
- 5.6.8 The effective usage period for a wagon, carriage or locomotive is a single day, beginning at midnight and ending at midnight. Network Access Service Charges will operate on a per day basis. If the occupation period is less than a day then a day's rate will be charged.
- 5.6.9 For clarity, if a wagon enters the VicTrack Network, and is subsequently removed to another Access Provider's network and then returned to the VicTrack Network, within

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the same daily period, the Network Access Service Charge will be for a single day, for any Rail Operator.

*NOTE: Comments on the derivation of VicTrack's pricing (using the pricing guide<sup>4</sup>) can be found in Appendix 8.*

## **5.7 Quality of Service**

- 5.7.1 The Network comprises a low speed storage and transit network. The imperative is that the Network is available and that it is safe for the operation of low speed trains. This speed is 15kph (at up to 23 Tonne axle load) in the Dynon, North Sunshine and Cresco precincts.
- 5.7.2 VicTrack undertakes to provide a service that meets these criteria and which properly reflects the requirements of Access Seekers.

## **6. Management of Capacity and Network**

### **6.1 Policy**

VicTrack must manage the capacity of the Network in an open and transparent way, so that all Access Seekers and existing Rail Operators on the Network are able to validate the following specifications of the network:

- a) the theoretical capacity;
- b) the practical capacity;
- c) the current usage; and
- d) the remaining capacity,

### **6.2 General Obligations**

VicTrack must act in accordance with the general obligations for network management and capacity allocation, as specified in the RMA and in the Capacity Use Rules and the Network Management Rules developed by the ESC under the RMA. Specifically, VicTrack:

- a) must not unreasonably favour itself or any other person or party;
- 

<sup>4</sup> See ESC above n3.



- 
- b) must act consistently with the provision of passenger priority as defined in s.38H of the RMA.
  - c) must promote compatibility in operations with other networks;
  - d) must use all reasonable endeavours to maximise the use of the Network.

### **6.3 Capacity Allocation Priority**

- 6.3.1 Capacity must be allocated in accordance with the principle of maximum utilisation of the Network, consistent with section 4.3 of the Capacity Use Rules made by the ESC under the RMA. In processing Access Applications, capacity will be allocated on a first come first served basis (subject to the principle of maximum utilisation noted above). The time to be used as the benchmark for the application of this protocol is the time that VicTrack receives a fully compliant Access Application (as defined at clause 6.3.2 below).
- 6.3.2 A fully compliant Access Application is one that provides all the information required in the Access Application Form (contained in Appendix 3), where the Access Seeker can begin operations within two months of the date of Application, and where VicTrack has been able to allocate the capacity required by the Access Seeker.

### **6.4 Capacity Allocation Protocols**

- 6.4.1 VicTrack operates according to the VicTrack Access Protocol (contained in Schedule 2 of the Standard Access Agreement) consisting of four general stages as follows:
  - 6.4.1.1 Long Term planning: Agreement to terms and conditions (contained in Standard Access Agreement or as negotiated) and on scope of operations and scheduling of appropriate available capacity;
  - 6.4.1.2 Short Term Planning: Planning of specific train details, schedules and alignment to daily capacity;
  - 6.4.1.3 Daily operations: Specific train running and adjustments during the day of operation; and
  - 6.4.1.4 Operational Review: Review of operations and collaborative management of the supply of services to obtain best outcomes for all parties on the Network.
- 6.4.2 Traffic patterns on VicTrack sidings vary significantly from siding to siding. Some sidings provide access to scheduled trains whereas other sidings (e.g. South Dynon Common User area) operate with a large percentage of unscheduled train movements including light locomotive moves to the fuel point, maintenance and stabling. The elements of VicTrack's Access Protocol follow below.

#### **6.4.3 Long Term Planning / Track Utilisation Plan**

- 6.4.3.1 The Track Utilisation Plan is used to allocate time and tracks within the sidings.
- 6.4.3.2 Under the Track Utilisation Plan, scheduled trains are allocated a time of arrival and a siding usage time to enable loading and unloading, shunting moves and stabling/holding periods (as agreed with the Access Seeker).

---

6.4.3.3 The Track Utilisation Plan is updated periodically to reflect changes in Scheduled Services and as a result of variations to mainline paths and changes off the Network.

#### **6.4.4 Short Term Planning / Daily Train Plan**

6.4.4.1 Scheduled Users and Unscheduled Users must notify and confirm VicTrack of their daily train operations including train information such as train length, tonnage, number of locomotives and number of wagons. This information together with the Track Utilisation Plan will be used to produce the Daily Train Plan.

6.4.4.2 Clause 6.4.4.1 does not apply in respect of a precinct where daily wagon movements are not recorded.

6.4.4.3 Daily operations in the sidings are affected substantially by mainline train running and arrival times from the mainline networks. Communications between the VicTrack Track Access Coordinator, train crew, train control and signallers are used to monitor arrival times and align actual arrival and siding usage periods with the Daily Train Plan.

6.4.4.4 VicTrack manages entry to the sidings to ensure relevant separation of trains and siding activities. This involves coordination with other network managers and prioritisation of scheduled trains according to scheduled arrival and their expected siding usage. This prioritisation provides for “healthy” trains to remain healthy, siding operations to continue and a fair allocation of resources.

#### **6.4.5 Maintenance and Possessions**

##### **6.4.5.1 Maintenance and Upgrades**

VicTrack undertakes regular inspection of the Network infrastructure and will undertake maintenance and upgrades of the infrastructure as required.

To the extent possible, such maintenance and upgrade works will be undertaken in periods that do not affect the Scheduled Services but will require variance of schedules on some occasions.

##### **6.4.5.2 Routine Maintenance**

Where planned works in a siding require some alteration to schedules:

- a) The affected Rail Operators will be advised of the proposed works and alterations with at least two weeks' notice;
- b) The affected Rail Operators will be given an opportunity to respond to the proposed works schedule with an opportunity to highlight issues;
- c) The affected Rail Operators will be provided with the opportunity to discuss alternative arrangements;
- d) Where possible, an agreed time for the works will be formulated between Rail Operators;
- e) If agreement cannot be reached, VicTrack will nominate the most appropriate time for the required works and,

- 
- f) Trains will be rescheduled using the priority order of scheduled trains and then non-scheduled trains provided that the conditions as stated in 6.2(b) of this arrangement are satisfied.

#### 6.4.5.3 Emergency/Unplanned Maintenance

Works may be required on an urgent basis in some circumstances where the track is considered unfit for access; these circumstances include:

- a) Incidents;
- b) Network blockages due to an incident or accident;
- c) Flooding or shifting of ground;
- d) Heat buckling of track; and
- e) Where a bridge is struck by a vehicle.

The relevant location will be closed to traffic and relevant Rail Operators will be advised as soon as possible of:

- a) The extent of the works;
- b) The likely duration of works;
- c) When traffic may resume over the Network;
- d) When normal operations can be resumed; and
- e) Any anticipated further works and possible train variation options.

#### 6.4.6 Priority

Any change or variance of schedules will be made with a priority to:

- a) Confirmed Scheduled trains first; and
- b) Confirmed Non-Scheduled trains second;

provided that the conditions as stated in 6.2(b) of this arrangement are satisfied.

#### 6.4.7 Allocation of Unscheduled Siding times

VicTrack will make available unused or available siding time for Access Seekers where the proposed Access Application and use of the siding does not interfere with the operation of existing Scheduled Services. The existing Track Utilisation Plan provides Access Seekers with an overview of available time.

#### 6.4.8 Reassignment of Unused Scheduled Track Allocations

If a Scheduled User fails to fulfil 70% of the Scheduled Services over a period of one month, VicTrack will assess options for reassignment of Scheduled Services and available capacity based on:

---

6.4.8.1 Whether another operator has applied to utilise this area of the Network;

6.4.8.2 What outcome represents the longer term greater utilisation of the Network;

6.4.8.3 Whether the reduction in services is only temporary and will recover the following month.

Where a reassignment is made, VicTrack will consult the Scheduled User and endeavour to relocate the Scheduled Services to another scheduled time allocation. If no scheduled allocation is available the Scheduled Service will become an Unscheduled Service.

Where a rail operator is not satisfied with the outcome of this process then it may lodge a complaint using the process defined in S.6.5 Handling of Complaints of this arrangement.

#### **6.4.9 User Request to Permanently or Temporarily Vary a Scheduled Track Allocation**

Where a user seeks to vary a scheduled track allocation then it must consult with VicTrack prior to permission being given to vary the scheduled track allocation.

In assessing a user's request to permanently or temporarily vary a scheduled track allocation, VicTrack will consider whether capacity is available as requested, and will liaise with the user (and other users as necessary) to determine to what extent the request can be accommodated

Where a user is not satisfied with the outcome of this process then it may lodge a complaint using the process defined in S.6.5 Handling of Complaints of this arrangement.

#### **6.4.10 VicTrack Request to Permanently or Temporarily Vary a Scheduled Track Allocation**

VicTrack may seek to vary a scheduled track allocation in certain circumstances and these circumstances might include emergency or unplanned maintenance, VicTrack capital works, force majeure events<sup>5</sup>, requests from connecting access providers, and in the case of permanent variation or surrender of an allocation, circumstances include due to a user breaching relevant legislation (e.g. failing to be appropriately accredited under the Rail Safety Act), and failing to meet VicTrack's rolling stock interface standards.

VicTrack must consult with the affected access seekers prior to permission being given to vary the scheduled track allocation.

Where a rail operator is not satisfied with the outcome of this process then it may lodge a complaint using the process defined in S.6.5 Handling of Complaints of this arrangement.

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<sup>5</sup> Essential Services Commission, Victorian Rail Access Regime, Network Management Rules, p16

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## **6.5 Handling of Complaints**

- i. An access seeker may lodge a complaint in writing to VicTrack within 7 days of the matter for complaint occurring. VicTrack will immediately notify the ESC of the notification of complaint.
- ii. VicTrack must assess the issue and respond within 7 days of receipt of the complaint to the access seeker, advising whether there is a possibility for agreement or an altered position.
- iii. If no agreement is reached within 21 days from receipt of the complaint, the CEO's of both companies must discuss the complaint within a further 7 days to attempt to resolve the matter.
- iv. If no agreement is reached the matter will be referred to the ESC as a dispute for resolution.

## **7. Account Keeping**

### **7.1 General**

- 7.1.1 VicTrack will record costs and revenues of its access operations. These records will be distinguishable from other activity areas within VicTrack.
- 7.1.2 Wherever possible, costs will be directly attributed to the access operations. Some corporate costs and common costs will not be attributed directly.
- 7.1.3 VicTrack will comply with its cost allocation policy, developed in accordance with the ESC's Account Keeping Rules and discussed at clause 7.2 below.
- 7.1.4 Rail Operators will be billed separately showing the unit of billing and the quantity.
- 7.1.5 VicTrack will comply with the relevant Australian Accounting Standards.
- 7.1.6 VicTrack will present the ESC with audited accounts for each year no later than four calendar months after the end of the financial year to which the accounts relate.
- 7.1.7 VicTrack's accounts are reported using the ESC approved Accounting Forms as detailed in Appendix 7.

### **7.2 VicTrack's Cost Allocation Policy**

- 7.2.1 Wherever practical, VicTrack will record costs on a precinct basis between Dynon and Cresco, and on a directly attributable basis.
- 7.2.2 Where costs are incurred that cannot be directly attributed to any of VicTrack's business units (for example, corporate functions such as human resources, information technology and industrial relations), the costs will be allocated on a pro-rata basis of total direct cost amongst the departments within VicTrack.
- 7.2.3 Where costs are incurred that cannot be directly attributed to a particular activity of VicTrack's rail business (such as the management of the rail business), the costs will

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be allocated to access operations and other activities of the rail business on the basis of a reasonable estimate of the causation of those costs (such as management time allocated to the different activities).

- 7.2.4 Where costs are incurred within the access operations but cannot be directly attributed to the Dynon or Cresco precincts, the costs will be allocated in proportion to their direct costs.

### **7.3 Cost Categories**

- 7.3.1 There are six cost categories identified in the administration of access operations. They are:

**Routine maintenance** – maintenance performed frequently and routinely, equal to or more than once per year. This is a directly attributable cost.

**Major Periodic Maintenance** – maintenance performed on an asset at a frequency of greater than once per year and involving wholesale replacement of an asset on a like for like basis or where the objective is to extend the life of the asset. This is a directly attributable cost.

**Capital** – the provision of a new asset or renewal of an existing asset where improved functionality is the primary aim of the work. This is a directly attributable cost.

**Operations** – the day to day organisation of access activities including communication with Rail Operators and safety management. This is a directly attributable cost.

**Management** – the processing of access applications, negotiation of access terms and conditions and the administration of the regulatory regime. Insurance is also in this category. This is a directly attributable cost.

**Corporate** – the support provided by corporate resources from time to time in the administration of this Access Arrangement. This is an indirect or common cost that requires allocation.

## **8. Performance Indicators**

### **8.1 General**

VicTrack is committed to reporting in accordance with performance indicators that provide certainty and encourage Rail Operators to increase the utilisation of the Network.

### **8.2 Specific Indicators**

VicTrack will report on an annual basis the following indicators;

- 
- 8.2.1 Availability – this is the average percentage of total track on the Network available for access on each day. Maintenance and blockage due to incidents are instances where the Network would not be available for Access. VicTrack’s target availability is 97.5%.
  - 8.2.2 Reliability – this is a measure of safety and adequacy of the infrastructure to carry out its task. The measure is 100% minus any unavailability due to an infrastructure caused incident. VicTrack’s target is 99.5%.
  - 8.2.3 Disputes – this is the number of disputes with Rail Operators that are elevated to resolution by ESC. VicTrack’s target is zero.

## **Appendix 1 Network Access Service Charges and Indexation**

The following prices are standing offer prices for 2011-2012 financial years for the Network Access Service Charge:

### **(A) Network Access Service Charges in the Dynon Precinct (daily wagon usage IS recorded)**

- a) The charge per wagon per day or part thereof - \$13.24
- b) The charge per passenger carriage per day or part of day - \$19.86.
- c) The charge per locomotive per day or part thereof - \$13.24.

*Note: for the purposes of charging a two-pack will be charged as two wagons, a three-pack wagon will be charged as three wagons etc...*

### **(B) Network Access Service Charges in the Cresco Precinct (daily wagon usage is NOT recorded).**

The daily charge will be negotiated with the relevant access seekers and will abide by s.5 of this arrangement.

### **(C) Price Indexation**

The price will be indexed as of July 1 each year applying the annual percentage increase in CPI to the end of that financial year. The annual percentage increase in CPI will be calculated using the Consumer Price Index (All Groups), Melbourne year on year, third quarter to third quarter of the preceding year (minimum three per cent and maximum five per cent to be applied).

### **(D) North Sunshine Precinct**

Although, the North Sunshine Precinct is not declared the Network Access Service Charges will be charged as per Appendix 1A above.



## Appendix 2 – Scheduled Services – Track Utilisation Plan

DYNON RAIL FREIGHT TERMINAL																		VERSION: REF No 10/2014								
TRACK UTILISATION PLAN (TUP)																		EFFECTIVE DATE: 29/10/1948								
TUESDAY																		Date								
SIDING REFERENCE	Notes	0000	0100	0200	0300	0400	0500	0600	0700	0800	0900	1000	1100	1200	1300	1400	1500	1600	1700	1800	1900	2000	2100	2200	2300	
10 ROAD Broad																										
9 ROAD Broad		9471 Pick up 7 Wagons 10 Road																								
8 ROAD DUAL																										
7 ROAD DUAL								1BM7 Arrival												3MB7 Departure						
6 ROAD Standard																										
5 ROAD DUAL									7PM1 Arrival												3MP1 Departure					
5 ROAD - HILL DUAL									7PM1 Arrival												3MP1 Departure					
3 ROAD Standard									7PM1 Arrival												3MP1 Departure					
2 ROAD Standard									7PM1 Arrival												3MP1 Departure					
1B ROAD Standard									1BM7 Arrival												3MB7 Departure					
1A ROAD Standard		Aurizon Stabled Wagons																								
1 ROAD		Qube Stabled Wagons																								
1 HILL																										
2 HILL		Qube Stabled Wagons and Loco's																								
MANILDRA		Sugar Shunt																								
OUTER ROAD																										
MIDDLE ROAD		Aurizon Stabled Wagons																								
extension		Aurizon Stabled Wagons																								
loading																										
LADDER																										
K Track		Aurizon Wagons Under Repair																								

Please Note: Example Only

**Appendix 3 – Application Form and Required Information**

# VicTrack

**TRACK ACCESS APPLICATION FORM**

- 1 Applicant: .....
- 2 Company/Business address: .....
- 3 ABN: .....
- 4 Contact details (Telephone/ Fax/Nominated contact):  
.....  
.....  
.....
- 5 Description of proposed operations on the Network:  
.....  
.....  
.....  
.....

(Attach additional if required.)

- 6 Origin: .....
- 7 Destination: .....
- 8 Stops en route & duration:  
.....
- 9 Advise the proposed accredited party who will be the rail operator for the task:  
.....

10 Details of proposed rolling stock (Locos, no. & type of wagons, axle loads):

.....  
.....  
.....

11 Advise whether there are any variance from normal rolling stock standards:

.....  
.....  
.....

12 Type of Freight to be carried (include est. tonnage, seasonal variations, handling and safety requirements):

.....  
.....  
.....

13 Is there a need for any variation from standard terms and conditions for this freight? If so detail:

.....  
.....  
.....

14 Evidence of the access seeker's managerial, financial and staff capacity/competency to carry out the rail operations – eg. Capacity elsewhere, accreditation, training for the task, financial and insurance:

.....  
.....  
.....  
.....  
.....

(Attach additional as required)

15 Is it proposed to contract out all or part of the operation for which this application applies? If so provide evidence of the contracted parties' capacity for the task:

.....  
.....  
.....

(Attach additional as required)

16 Please detail the scope of your current accreditation, or your intended accreditation for the task and timing to achieve accreditation:

.....  
.....  
.....

17 Is the access application for Freight or Passenger services (NB: passenger services are for the carriage of passengers – not stabling of passenger trains)?

.....

18 Is the access requirement to be scheduled service or unscheduled?

.....  
.....

19 What is the proposed siding line use within the VicTrack Network?

.....  
.....  
.....

20 Is there any contractual arrangement relevant to the service that could be affected by the access provision?

.....  
.....

21 Is there any expected or proposed growth or expansion of the service applied for – eg. expansion in demand or plant etc?

.....  
.....  
.....

22 Is there any need for surge capacity or seasonal adjustment to meet demand or industry factors such as shipping?

.....  
.....  
.....

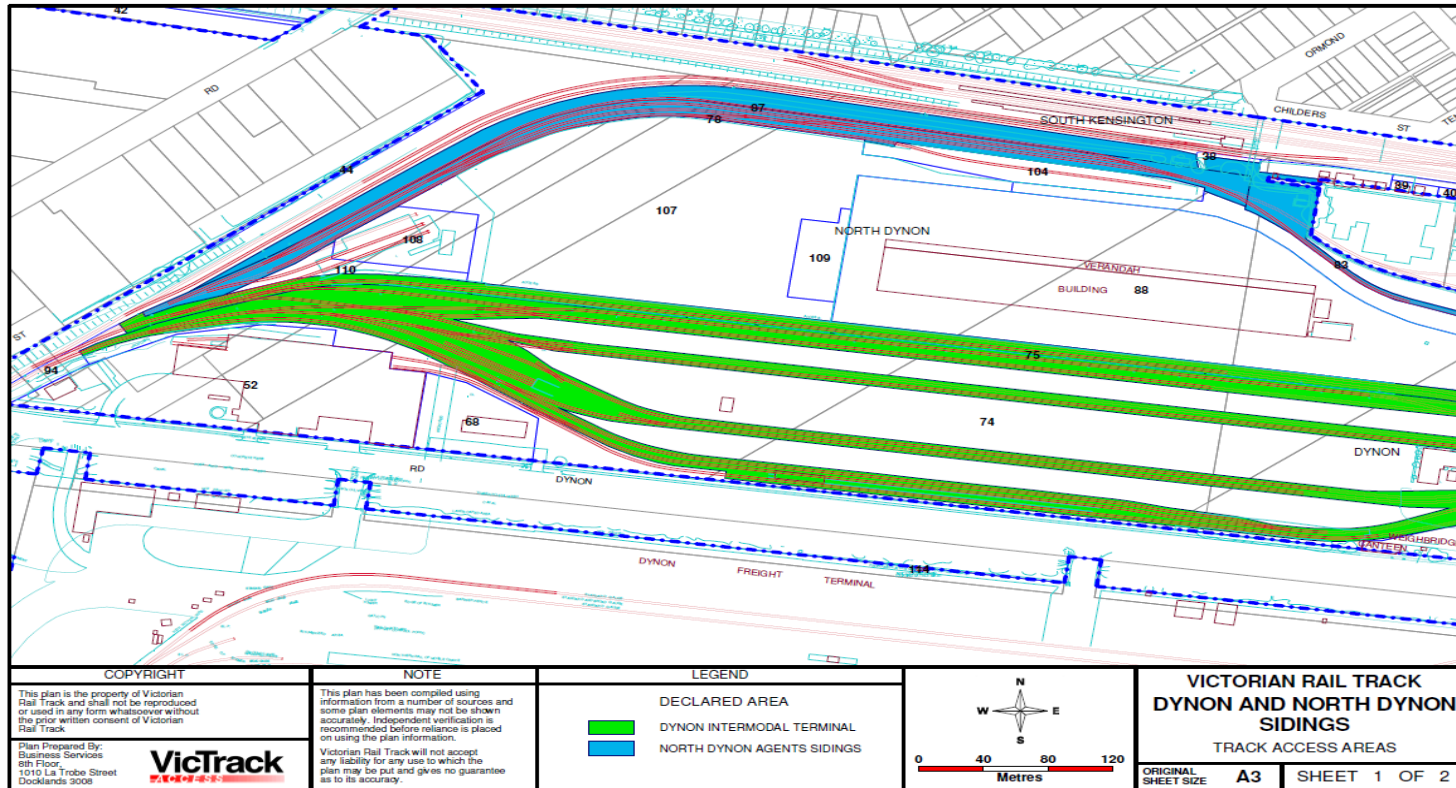
23 Is there any other detail or condition of the proposed service that VicTrack should be aware of as access provider?

.....  
.....  
.....

# Appendix 4 – Maps

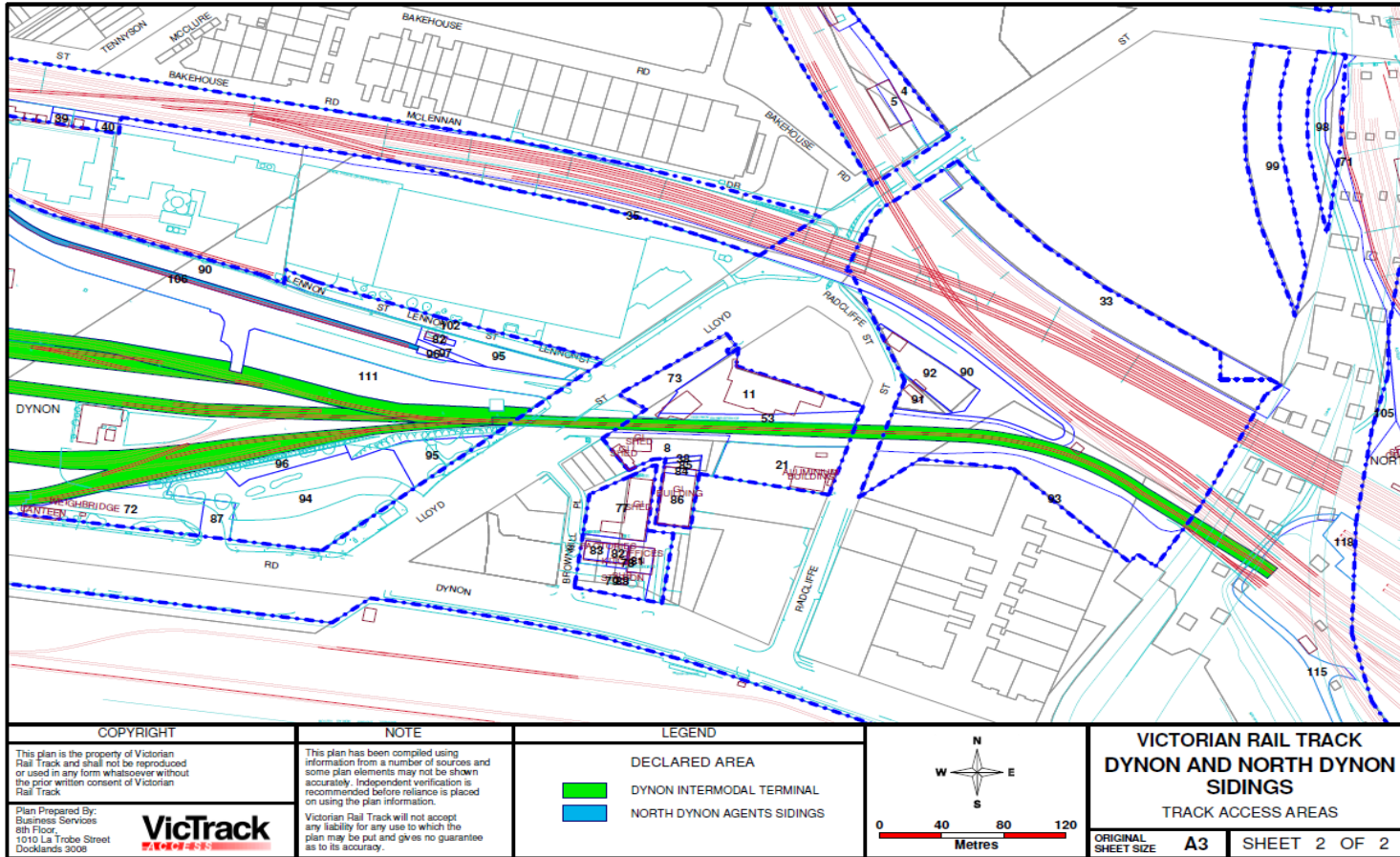
## A. DYNON PRECINCT

Dynon Intermodal Terminal and North Dynon Agents (Sheet 1 of 2)

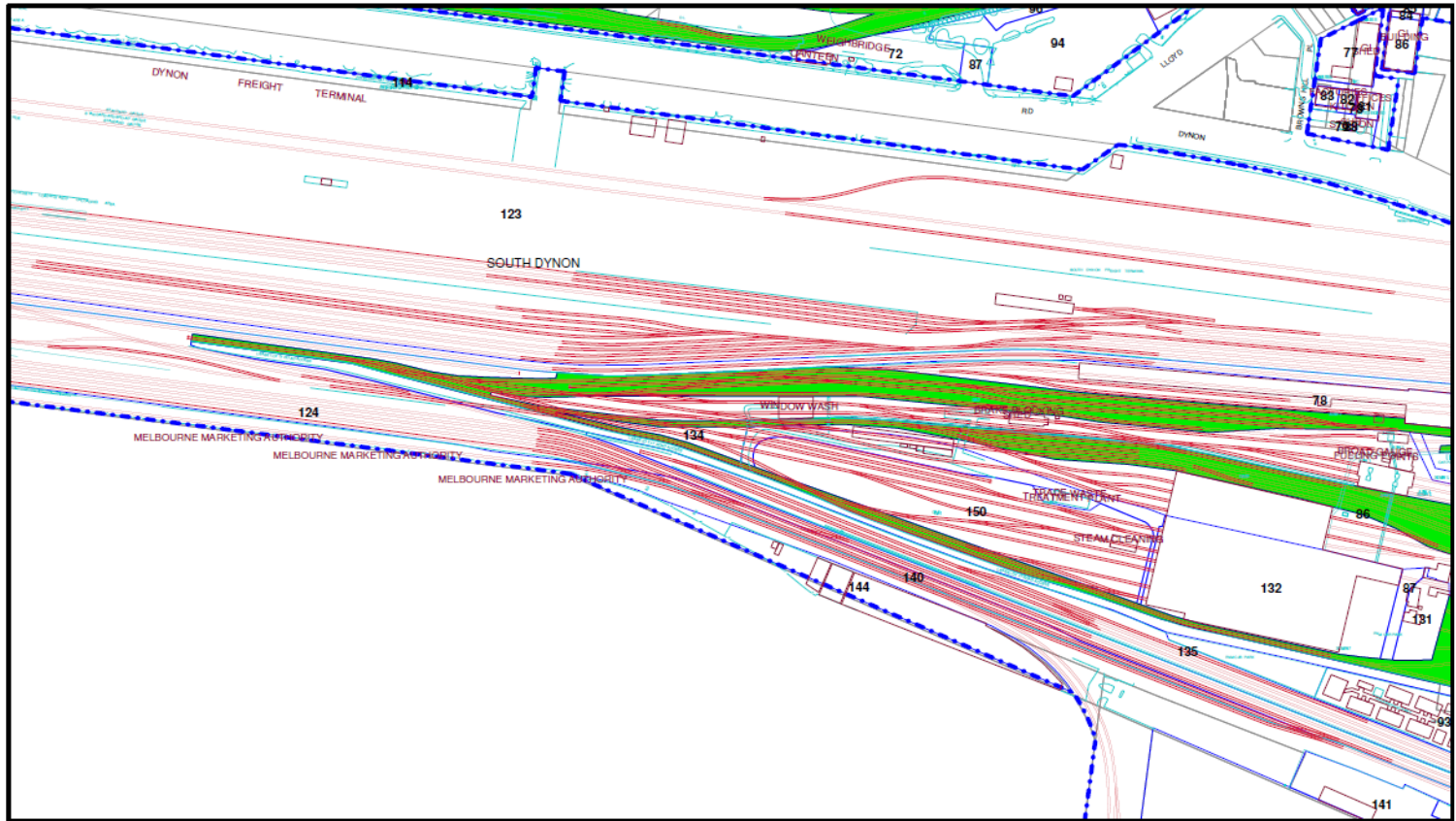


**Note:** The numbering on all maps is for VicTrack internal lease lot referencing only and is unable to be removed. Please refer only to the shading for identification of the declared parts of the VicTrack Network.

Dynon Intermodal Terminal and North Dynon Agents (Sheet 2 of 2)



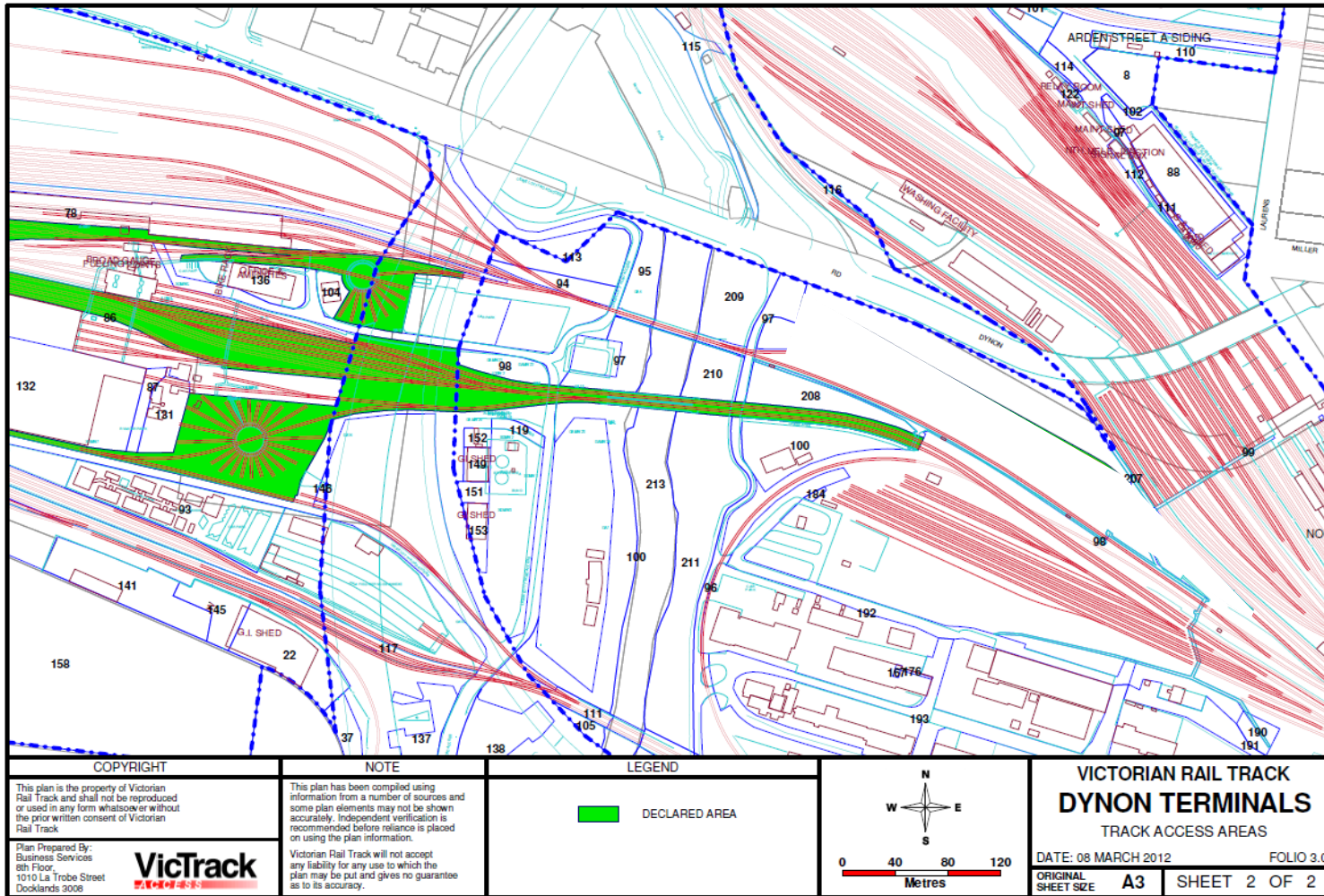
South Dynon Locomotive Depot (Sheet 1 of 2)



<p><b>COPYRIGHT</b></p>	<p><b>NOTE</b></p>	<p><b>LEGEND</b></p>		<p><b>VICTORIAN RAIL TRACK</b></p>
<p>This plan is the property of Victorian Rail Track and shall not be reproduced or used in any form whatsoever without the prior written consent of Victorian Rail Track.</p>	<p>This plan has been compiled using information from a number of sources and some plan elements may not be shown accurately. Independent verification is recommended before reliance is placed on using the plan information.</p>	<p> DECLARED AREA</p>	<p>0 40 80 120 Metres</p>	<p><b>DYNON TERMINALS</b></p> <p>TRACK ACCESS AREAS</p>
<p>Plan Prepared By: Business Services 8th Floor, 1010 La Trobe Street Docklands 3008</p>	<p>Victorian Rail Track will not accept any liability for any use to which the plan may be put and gives no guarantee as to its accuracy.</p>			<p>DATE: 08 MARCH 2012 FOLIO 3.0</p> <p>ORIGINAL SHEET SIZE <b>A3</b> SHEET 1 OF 2</p>

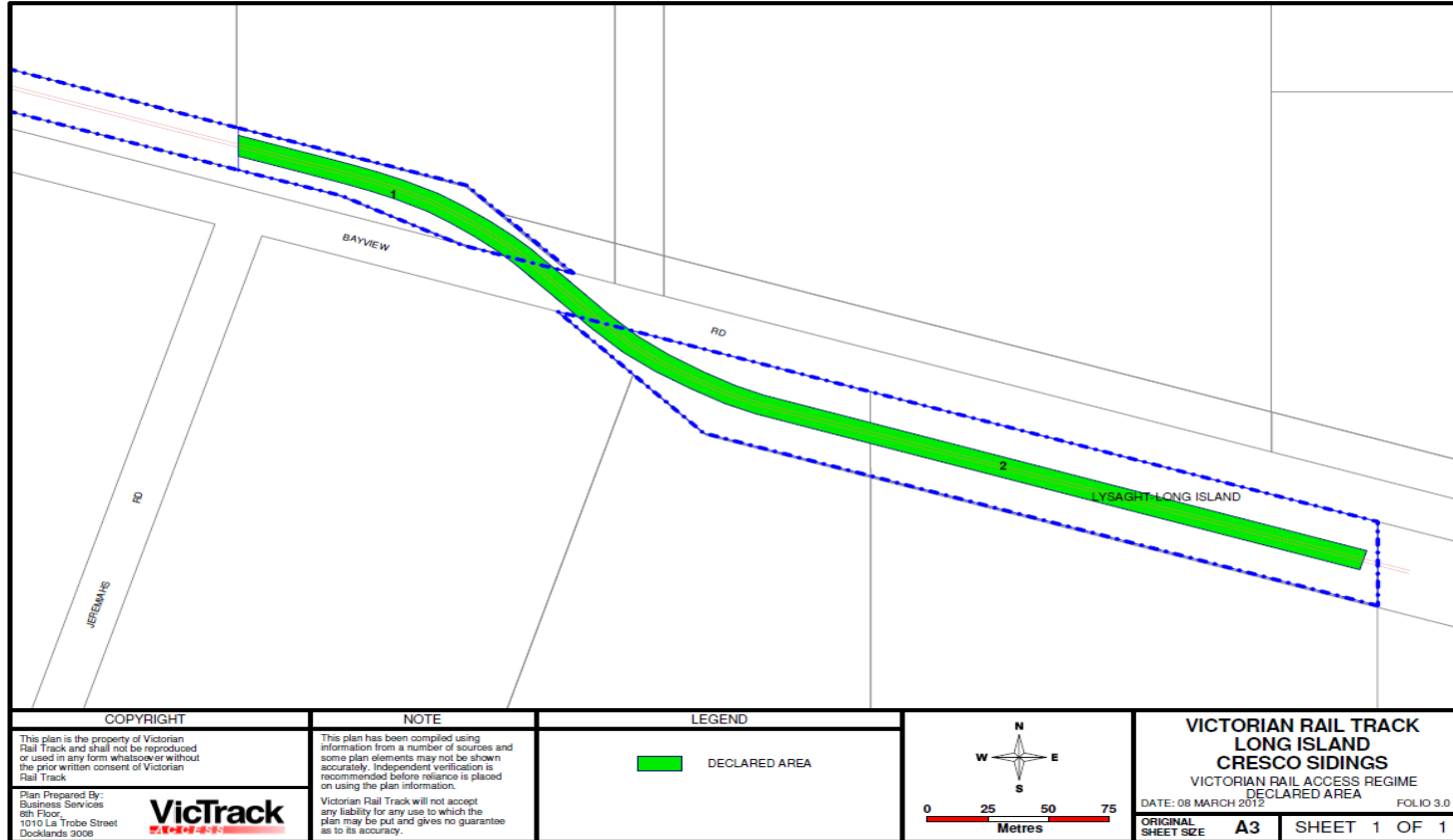


South Dynon Locomotive Depot (Sheet 2 of 2)



## B. CRESCO PRECINCT

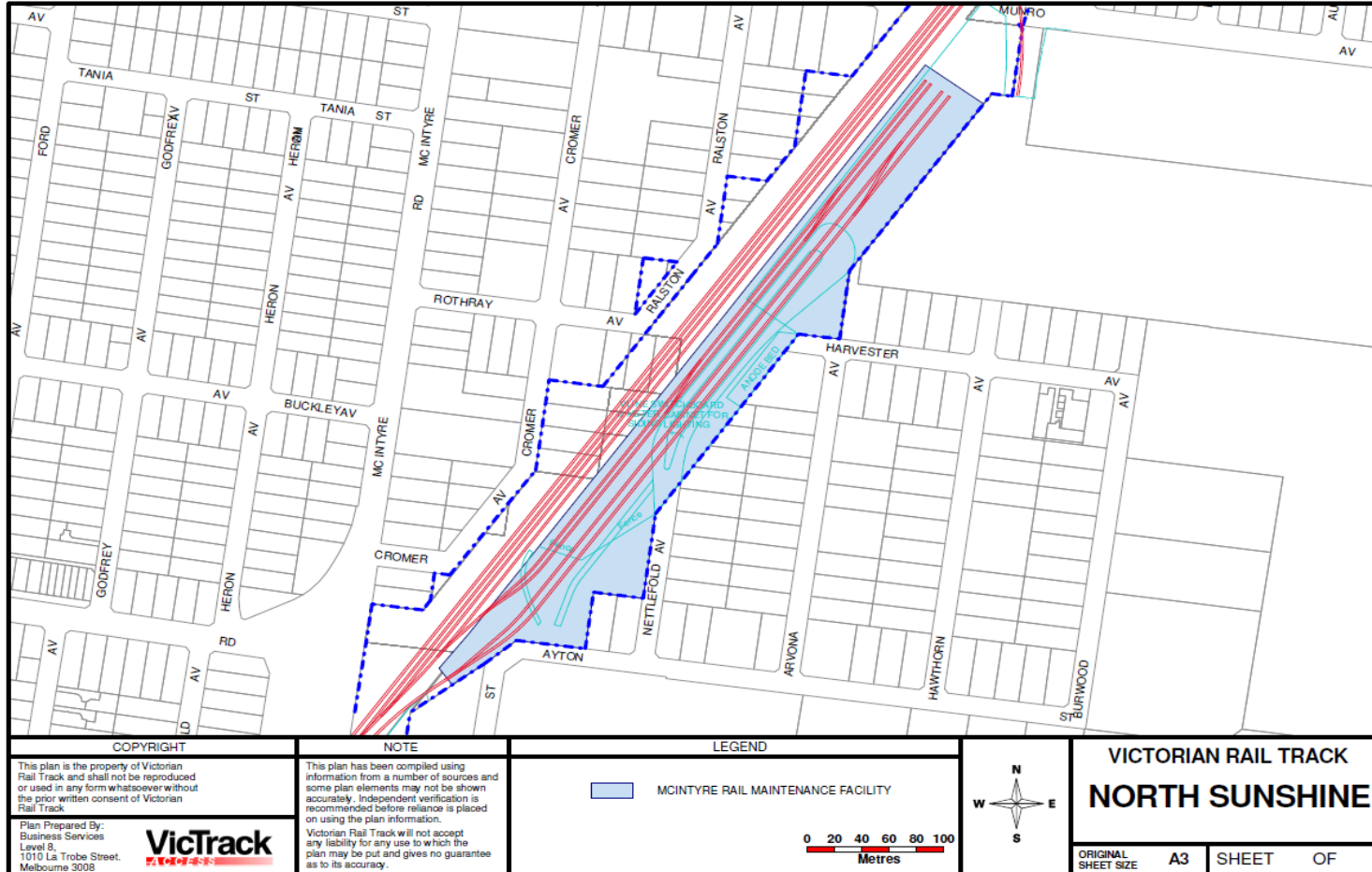
### Cresco Siding (Hastings) (Sheet 1 of 1)





**D. NORTH SUNSHINE PRECINCT (Not declared at this time)**

**McIntyre Rail Maintenance Facility (Sheet 1 of 1)**



## Appendix 5 – Standard Access Agreement

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### Access Agreement with [The Access Seeker]

VicTrack .....Sidings

#### TERMS & CONDITIONS

RB-XXXX - XXXX-.....  
--/1/20--

#### 1. Purpose

This document serves to establish agreement on Terms & Conditions of access for [The Access Seeker] to enter and operate within the VicTrack ..... Sidings

#### 2. Grant of Access

VICTRACK grants [The Access Seeker] access over the .....Sidings as delineated on the accompanying diagram (Schedule 1) under these Terms and Conditions:

#### 3. Sidings Plans and Protocols

The sidings are a shared facility operated under conditions defined in the VICTRACK Access Protocol (Schedule 2). The Protocol is based on a defined area as specified in Schedule 1, and requires that access to the site be carried out in accordance with the provisions of an Interface Co-ordination Plan (ICP), signed by the relevant Network Access Manager.

#### 4. Operational Plan

The first process of the Access Protocol requires [The Access Seeker] to have an Operational Plan (Schedule 3) signed off by VICTRACK. The Operational Plan will specify such aspects of the [Access Seeker's] task as operational parameters, associated train paths and timeframes, key deliverables, consultation and limits. This plan shall also address security requirements.

Stage one of the Access Protocol describes the process of negotiation and consultation to be entered into by VicTrack and relevant parties to produce an agreed Operations plan that can be integrated with the overall site plan and most adequately meet customer expectations.

On the signing of this Access Agreement, use of the siding is understood to be for the purpose specified in the Operations Plan, as mutually agreed.

#### 5. Accreditation

[The Access Seeker] must demonstrate to VICTRACK that it holds appropriate accreditation to operate in Victoria and report all incidents within the siding to VICTRACK in accordance with an agreed Communications Protocol.

#### 6. Communications Protocol

The communications protocol may be included in the ICP, or dependent on the environs, may be a separate document. The communications protocol shall include details of key functions, responsibilities, reporting lines and contact numbers. The Communications Protocol nominates the siding co-ordinator and/or the VICTRACK Manager Service Delivery as the responsible party for management of emergency situations.

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## 7 Environmental Management

[The Access Seeker] must prepare an environmental management plan and agree to operate in accordance with current Victorian environmental management legislation. An environmental management check list must be completed by [The Access Seeker] as a part of an application (refer Schedule 4).

## 8 Operational Plan Variations

[The Access Seeker] accepts that from time to time there may be a need to move or allow movements of third party's rolling stock within the siding to facilitate yard movements. Should this be the case [The Access Seeker] shall comply with all operational directives issued by the appropriate sidings coordinator. These movements must not materially interfere with [The access seeker's] use of the site in accordance with its Operational plan.

## 9 Siding Maintenance Standards

VICTRACK will endeavour to maintain the rail track infrastructure in a fit for purpose condition. Fit-for-purpose, shall mean that tracks will be maintained to siding standard capable of sustaining up to 23 tonne axle load traffic at maximum 10kph speed. [NOTE: The track speed limit is based on the traditional yard operating practices requiring crews to maintain train control in confined spaces. At Somerton, where transit trains operate, track speed of 15kph will apply.]

## 10 Work Cover

[The Access Seeker] must operate in accordance with current Victorian OH&S Legislation & Work Cover requirements.

## 11 Indemnities

11.1 [The Access Seeker] shall indemnify VICTRACK and VICTRACK's employees, servants and agents against all losses, damage, liabilities, claims and expenses whatsoever arising out of or referable to injury to persons and loss or damage to the VICTRACK or third party property, real or personal, arising from or in any way connected to negligent use of the \_\_\_\_\_ Sidings by [The Access Seeker].

11.2 VICTRACK shall indemnify [The Access Seeker] and [The Access Seeker] employees, servants and agents against all losses, damage, liabilities, claims and expenses whatsoever arising out of or referable to injury to persons and loss or damage to the [The Access Seeker] or third party property, real or personal, arising from or in any way connected to negligent use or management of the \_\_\_\_\_ Sidings by VICTRACK.

## 12 Public Liability Insurance

[The Access Seeker] must take out and maintain a current public liability insurance policy for an amount not less than \$200 million in relation to death, injury, loss or damage

## 13 Payment

### 13.1 Pricing

[The Access Seeker] agrees to pay ----- plus GST in accordance with VICTRACK's pricing schedule as posted in its Track Access Arrangement, Appendix 1.

### 13.2 Billing

VICTRACK will issue a tax invoice to the [The Access Seeker] monthly, for the previous month, payable on a thirty day payment term from the date of invoice specifying amounts payable for services provided plus GST

## 14 Term

This agreement is for a term of ---years commencing ./../20-/. The agreement may be extended by agreement under the same conditions. Charges will be reviewed each twelve months to assess unit

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rates and the usage pattern on site in accordance with VICTRACK's Track Access Arrangement – Appendix 1 – Price and price basis.

#### 15 Termination

VICTRACK may terminate the agreement if [The Access Seeker] fails to comply with the material obligations under this agreement. In the event of [The Access Seeker] failing to comply with the agreement VICTRACK will notify [The Access Seeker] of the issue and request remedy within 14 days. If the issue is not resolved in that period, it will be escalated as a dispute, which is to be discussed by the CEO's of each organisation within a further period of 14 days prior to any withdrawal of access.

#### 16 Confidential Information

For the purposes of this clause, all information exchanged in confidence between VICTRACK and the Access Seeker in relation to the Application Process, Section 3 of VICTRACK's Track Access Arrangement, is Confidential Information. Issues relating to the handling of Confidential Information are included as Schedule 5.

Please confirm your agreement to the terms and conditions set out in this letter by signing and returning the attached duplicate copy.

Accepted by

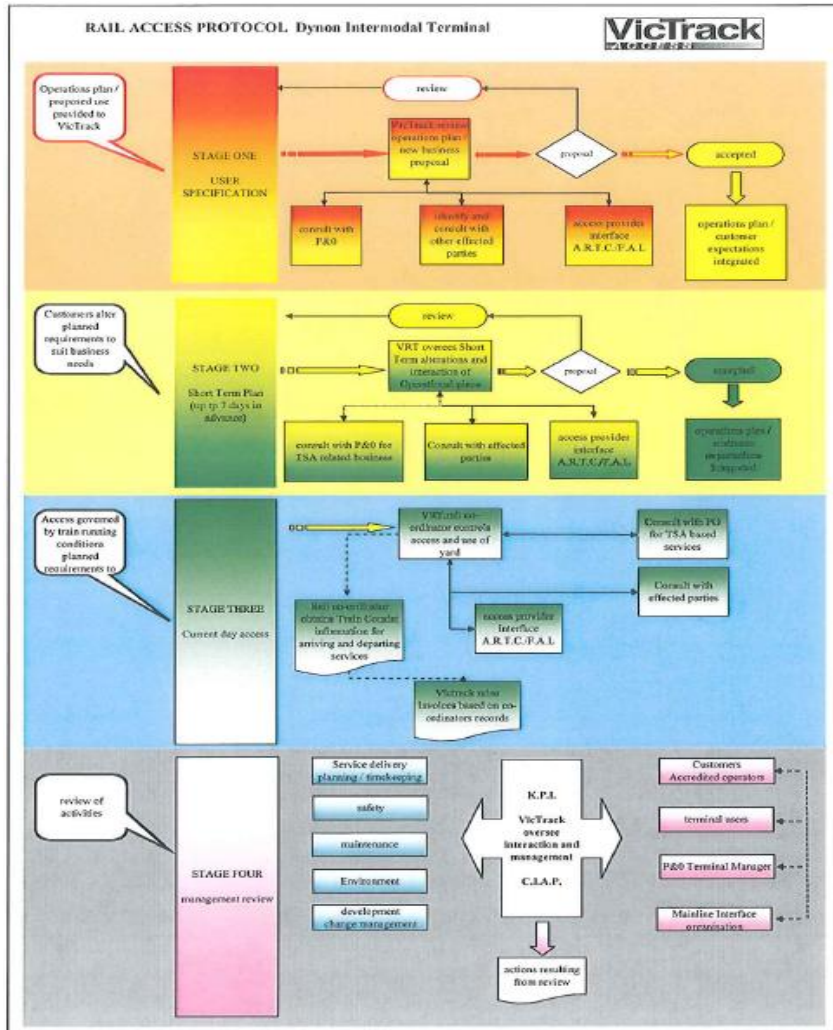
-----  
For Victorian Rail Track

Date / /2006

-----  
For [The Access Seeker]

Date / /2006

Schedule 2





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*SCHEDULE 3*

**Access Seeker's Operational Plan**

Include details including

- Train Paths
- Rolling stock description
- Train description
- Dangerous Goods
- Operational limits (time sensitivities)
- Associated service requirements
- Variations
- Potential additional services
- Security requirements

**SCHEDULE 4**

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**Environmental Management Checklist**

**GENERAL SITE MANAGEMENT**

	Yes	No	Date to be completed
<ul style="list-style-type: none"><li>• A staff member has been nominated to be responsible for environmental management on the site</li></ul>			
<ul style="list-style-type: none"><li>• All activities with the potential to pollute water or soil are conducted within a roofed and bunded area or indoors.</li></ul>			
<ul style="list-style-type: none"><li>• Spill containment equipment is be located in prominent and accessible locations around the facility and staff are aware of where and how to use them. Spill kits might contain absorbent booms or pellets, a broom, shovel or mop, rags</li></ul>			
<ul style="list-style-type: none"><li>• An inspection regime whereby chemical stores, machinery drip trays, drainage infrastructure etc are checked for integrity, signs of contamination or leaks is established and adhered to</li></ul>			
<ul style="list-style-type: none"><li>• Staff know and understand what to do in case of an emergency, spill or leak. All staff know that pollution of the environment is an offence and that protection of the environment (water, soil, air etc) is expected and required</li></ul>			
<ul style="list-style-type: none"><li>• Drip trays are under all machinery that may generate oily wastes</li></ul>			
<ul style="list-style-type: none"><li>• Roofs exist over and bunds around all minor plant such as compressors, generators, oil-water separators (i.e. triple interceptor traps) and trade waste equipment</li></ul>			

**HAZARDOUS MATERIALS**

<ul style="list-style-type: none"><li>• All drums, tanks and liquid containers are stored in a designated, sealed, covered and bunded area/s</li></ul>			
<ul style="list-style-type: none"><li>• Store small containers of chemicals are off the ground, away from drains and in a designated area</li></ul>			
<ul style="list-style-type: none"><li>• Appropriate cut off switches and/or alarm systems are installed on liquid transfer equipment (such as fuel transfer pumps and hoses)</li></ul>			
<ul style="list-style-type: none"><li>• Mass balance checks are done to check you using the same amount of chemical as you have purchased. If not, the difference may be leaking or being spilt</li></ul>			
<ul style="list-style-type: none"><li>• Old batteries are stored under cover and in spill trays to ensure acid and lead do not reach stormwater or soil</li></ul>			
<ul style="list-style-type: none"><li>• No hazardous liquids soak into the ground resulting in soil and possibly groundwater contamination</li></ul>			

**STORMWATER MANAGEMENT**

<ul style="list-style-type: none"> <li>Waste, sediment and chemicals are not washed or swept into drains</li> <li>Signs and stencils on or near drains remind staff that only uncontaminated rainwater must enter drains.</li> <li>Outdoor areas are kept free of litter and waste materials that could pollute stormwater.</li> <li>Waste and wash water is directed to sewer (under license) not to stormwater</li> <li>Storage and use of chemicals is away from drain openings or gutters</li> </ul>			
--	--	--	--

**WASTE MANAGEMENT**

	Yes	No	Date to be completed
<ul style="list-style-type: none"> <li>Waste skips and bins are in a designated area, under cover and away from drains</li> <li>A licensed waste contractor removes liquid waste for treatment and disposal at a licensed waste facility</li> <li>All decommissioned or discarded machinery, engine parts, drums, gearboxes etc are in a designated area that is sealed and banded. They are removed as soon as possible.</li> <li>Abrasive blasting and sanding is conducted in manner that contains all residue. See Work-cover guidelines</li> <li>There are an adequate number of bins including cigarette trays</li> <li>Only dry, solid, inert wastes in industrial waste bins. Liquid waste is treated, recycled or removed by a licensed removalist or discharged to sewer via the trade waste system and permit arrangements</li> </ul>			

**AIR QUALITY MANAGEMENT**

<ul style="list-style-type: none"> <li>Air emissions are monitored, minimised and managed</li> <li>Where possible, surfaces are sealed to reduce dust emissions</li> <li>All stockpiles of powders or sediments (fertilisers etc) are banded and protected from wind</li> <li>No materials are burnt on site</li> <li>Spray painting is conducted in a spray booth that meets Australian Standards AS/NZS 4114.1 and 4114.1-1995</li> </ul>			
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**NOISE MANAGEMENT**

<ul style="list-style-type: none"> <li>Noise is minimised</li> <li>Noisy machinery is enclosed in material that will muffle sound or silencers are fitted on noisy inlet and exhausts. Machinery is maintained to improve efficiency and noise</li> </ul>			
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**SCHEDULE 5**

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**Management of Confidential Information****1.0 Confidential Information**

Information exchanged between VICTRACK and [The Access Seeker] in confidence relating to this Access Agreement and to the Negotiation Protocol of the Access Arrangement is "**Confidential Information.**"

**2.0 Definition**

In this agreement:

"**Confidential Information**" means all information exchanged by or on behalf of VicTrack and the Access Seeker in connection with the Access Application and or provision of access for any other purpose, unless such information:

- a) is public knowledge when it is disclosed to either party;
- b) becomes public knowledge after it is disclosed to either party other than because of a breach of confidentiality by the either party or a person to whom either party discloses it; or
- c) is in, or comes lawfully into, the possession of the either party other than because of a breach of confidentiality by some other person.
- d) is necessary, by agreement by both parties, to disclose for the purpose of consultation to achieve a suitable Operations Plan.
- e) Is required by law or government agency acting within its powers and functions,
- f) Is required for the purposes of safety compliance and accreditation.
- g) Is necessary for dispute settlement mediation, determination by an agreed expert, or a legal proceeding involving VicTrack or the Access Seeker.

**3.0 Handling of Confidential Information**

- (a) Both VicTrack and the Access Seeker agree undertake to each other that it, its officers, employees, agents and subcontractors will not, without consent of the other party (which shall not unreasonably be withheld) disclose Confidential Information to any person, unless the disclosure meets the criteria detailed in Section 2 above.
- (b) Each party shall take all reasonable steps to ensure that Confidential Information is kept confidential and only made available to those nominated in clause 3.0(a) above who require that information (and only to the extent required) to enable the parties to comply with their respective obligations under this agreement.
- (c) Subject to clause 3.0 (d) neither party may disclose Confidential information related to this agreement to any related body corporate without prior written consent of the other party.
- (d) Nothing in this clause 3.0 prevents the disclosure of Confidential Information to the Director or minister, officer, employee, agent, advisor or consultant of the State of Victoria or a Victorian Governmental Agency.
- (e) The confidentiality obligation under this clause is a continuing obligation and remains in force for a period of two years from the date of the original request by the Access Seeker.

## Appendix 6 - Definitions

This Appendix 6 defines some of the terms that are used in this Access Arrangement. Some other terms are defined in the body of the Access Arrangement, as indicated in **bold font** (for instance, "VicTrack" and "ESC" are defined in the Preamble under clause 1).

**Access Charges** means the Network Access Service Charges.

**Access Seeker** means a prospective client of VicTrack who is seeking access, or an actual client of VicTrack who has secured access to the Network (either as a Scheduled User or an Unscheduled User).

**Additional Capacity Works Protocol** means the protocol of the same name developed by VicTrack in accordance with the ESC's Capacity Use Rules.

**Application** means an application for access to VicTrack's Network.

**Capacity** means the quantity of access available for Access Seekers expressed in the format of time and location.

**Daily Train Plan** means the plan that is required to be developed under the ESC's Network Management Rules.

**Dynon Intermodal Terminal Infrastructure** is depicted in the plan in Appendix 4 and includes approximately 7.264km of track and 39 turnouts/diamonds and adjoining hardstand.

**ESC Instruments** mean the Capacity Use Rules, the Network Management Rules, the Account Keeping Rules, the Ring Fencing Rules and the Negotiation Guidelines made by the ESC under the Act.

**Information Pack** means the information available to Access Seekers, which will be used in compiling an Application (as described at clause 4.1).

**Network** means the VicTrack Network comprising sidings at the Dynon (including the Dynon Intermodal Terminal Infrastructure), North Sunshine and Cresco Precincts. The Network also includes a section of line between Upfield and Somerton but has not been included in any consideration in this Arrangement because it is currently closed.

**Precinct** means a geographic area or combined area.

**Rail Operator** has the meaning in clause 1.2.1.

**Track Utilisation Plan** means a diagram indicating the total Capacity of VicTrack's Network, its current use and the available Capacity.

**Scheduled Service** means a service provided by a rail operator under an agreement with VicTrack, and in accordance with a set or fixed schedule (as nominated by the relevant rail operator), and in relation to a specific use of the Network.

**Scheduled User** means an operator of a train that has an agreed schedule and arrangements in place with VicTrack to use a defined area of track within a specific time period.

**Standard Access Agreement** means the agreement contained in Appendix 5 that contains the standard terms and conditions for the supply of reference services (as defined under the Act).

**Unscheduled Service** means a service provided by a rail operator under an agreement with VicTrack, but on an ad hoc or unscheduled basis.

**Unscheduled User** means an operator who has an agreement with VicTrack to operate within a specific network precinct for the movement of unscheduled trains or vehicles, subject to scheduled services.

**Network Access Service Charges** have the meaning in clause s.3.1.1., s.3.1.2., s.5.6.1., s.5.6.2 and 5.6.3.

## Appendix 7 – Account Keeping Forms

Title Page

# VicTrack

**Essential Services Commission**

**Accounting Keeping Forms**

**FY**

**Access Arrangement No.??, Clause 7. Account Keeping**

**Date:**

Prepared by:

Senior Manager, Logistics and Transport

Statement of Financial Position

Statement of Financial Position as at 30 June YYYY			
	VicTrack Total (\$000's)	Access Activities Total (\$000's)	Non-Access Activities Total (\$000's)
<b>ASSETS</b>			
<b>Current</b>			
Cash Assets			\$ -
Trade and Other Receivables			\$ -
Inventory			\$ -
Other financial assets			\$ -
<b>Total Current Assets</b>	\$ -	\$ -	\$ -
<b>Non Current</b>			
Land			\$ -
Track infrastructure			\$ -
Property Plant and equipment			\$ -
Other Non Current Assets			\$ -
Prepayments			
<b>Total Non Current Assets</b>	\$ -	\$ -	\$ -
<b>Total Assets</b>	\$ -	\$ -	\$ -
<b>LIABILITIES</b>			
<b>Current</b>			
Trade and other payables			\$ -
Employee Benefits			\$ -
Interest bearing liabilities			\$ -
Other current liabilities			\$ -
<b>Total Current Liabilities</b>	\$ -	\$ -	\$ -
<b>Non Current</b>			
Employee Benefits			\$ -
Interest bearing Liabilities			\$ -
<b>Total Non Current Liabilities</b>	\$ -	\$ -	\$ -
<b>Total Liabilities</b>	\$ -	\$ -	\$ -
<b>Net Assets</b>	\$ -	\$ -	\$ -
<b>EQUITY</b>			
Contributed capital			\$ -
Revaluation surplus			\$ -
Retained profits			\$ -
<b>Net worth</b>	\$ -	\$ -	\$ -



Statement of Financial Performance

<b>Statement of Financial Performance as at 30 June YYYY</b>			
	<b>VicTrack Total (\$000's)</b>	<b>Access Activities Total (\$000's)</b>	<b>Non-Access Activities Total (\$000's)</b>
<b>Revenue from Ordinary Activities</b>			
Track access wagon equiv. Charges			
Dynon Precinct			\$ -
Cresco Precinct			\$ -
Other			\$ -
Interest			\$ -
Other Revenue			\$ -
<b>Total Revenue</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>
<b>Expenses from Ordinary Activities</b>			
Management			\$ -
Operations			\$ -
Accreditation/regulation			\$ -
Yard control			\$ -
Scheduling			\$ -
Signalling			\$ -
Maintenance			\$ -
Track Inspection			\$ -
Track Maintenance			\$ -
Bridge Maintenance			\$ -
Level Crossing Costs			\$ -
Other Maintenance			\$ -
Corporate			\$ -
Employee Benefits			\$ -
Administration			\$ -
Insurance			\$ -
Other Corporate			\$ -
Interest expense			\$ -
Other operating expenses			\$ -
Internal transfers for provision of services			\$ -
<b>Total Expenses</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>
<b>Profit from ordinary activities</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>
Tax equiv expense			\$ -
Depreciation and amortisation			\$ -
Other Economic Flows included in Result			
<b>Net Profit</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>

Statement of Capital Expenditure and Asset Disposals

VicTrack Track Access					
Statement of Capital Expenditure and Asset Disposals					
<b>Capital Expenditure</b>					
<u>Dynon Precinct</u>					
	Desc	Amount	External contributions	Desc	Depreciation Description
1	Nil				
2					
3					
4					
5					
<u>Hastings Precinct</u>					
	Desc	Amount	External contributions	Desc	Depreciation Description
1	Nil				
2					
3					
<b>Asset Disposals</b>					
<u>Dynon Precinct</u>					
	Desc	Amount	External contributions	Desc	Adjustment to cost
1	Nil				
2					
3					
4					
5					
<u>Hastings Precinct</u>					
	Desc	Amount	External contributions	Desc	Adjustment to cost
1	Nil				
2					
3					

## Cost Allocation Statement

VicTrack Cost Allocation Statement				Notes :			
Costs allocations between various activities Declared and Non Declared.				1. VicTrack does not provide Declared Terminal services 2. VicTrack does not normally provide Passenger services			
Description	Dynon	Cresco	Non Reference services	Access Activities Total	Other Rail Business activities	Total Rail Business activities	Description of allocation (where appropriate)
<b>Operational costs</b>							
Management				\$ -	\$ -		
Accreditation and audits				\$ -	\$ -		
Yard control				\$ -	\$ -		
scheduling				\$ -	\$ -		
Signalling costs				\$ -	\$ -		VRT is not involved with signalling
<b>Total Operational costs</b>	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
<b>Routine Maintenance</b>							
Track Inspection				\$ -	\$ -		
Point Inspection & Cleaning				\$ -	\$ -		Included in track inspection above
Track Maintenance				\$ -	\$ -		
Bridge Maintenance				\$ -	\$ -		
Telecommunications				\$ -	\$ -		No expenses assigned to 'track access'
Drainage				\$ -	\$ -		This level of detail not available
Environmental Management				\$ -	\$ -		
Electrical Maintenance				\$ -	\$ -		No expenses assigned to 'track access'
Fencing				\$ -	\$ -		No expenses assigned to 'track access'
Power				\$ -	\$ -		No expenses assigned to 'track access'
Fire & Emergency Services				\$ -	\$ -		No expenses assigned to 'track access'
<b>Major Programmed Maintenance</b>							
B/G track (metres)				\$ -	\$ -		This level of detail not available
B/G Turnouts				\$ -	\$ -		This level of detail not available
B/G Diamond crossovers				\$ -	\$ -		This level of detail not available
S/G Track (metres)				\$ -	\$ -		This level of detail not available
S/G Turnouts				\$ -	\$ -		This level of detail not available
Dual Gauge Track metres				\$ -	\$ -		This level of detail not available
Dual Gauge Turnouts				\$ -	\$ -		This level of detail not available
Mixed gauge Diamond				\$ -	\$ -		This level of detail not available
Signallers				\$ -	\$ -		This level of detail not available
Pathways				\$ -	\$ -		This level of detail not available
Turntables				\$ -	\$ -		This level of detail not available
Bridges				\$ -	\$ -		This level of detail not available
Culverts				\$ -	\$ -		This level of detail not available
Drainage				\$ -	\$ -		This level of detail not available
Level crossings (road&track)				\$ -	\$ -		This level of detail not available
Level crossings (S&C)				\$ -	\$ -		This level of detail not available
<b>Other Maintenance costs</b>							
<b>Total Maintenance</b>	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Capital Expenditure	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Replacements	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
<b>Corporate Costs</b>							
Administration/Overhead	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Insurance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Depreciation	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Other	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
<b>Corporate Total</b>	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
<b>Total</b>	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	

## Contract Arrangement and Declared Site Track Access Revenue

VicTrack Track Access Revenues for 2013/14 FY						
Reference Services	Customer	Description	Billing Method	Billing units	Price	Total
Dymon Precinct	Aurizon	Recorded Area	per unit			
	Qube	Recorded Area	per unit			
	El Zorro	Recorded Area	per unit			
	Pacific National	Recorded Area	per unit			
	V/Line	Recorded Area	per loco			
	V/Line	Recorded Area	per carriage			
	CFCLA	Recorded Area	per unit			
	Metro Trains Melbourne	Recorded Area	per unit			
	SCT Logistics	Recorded Area	per unit			
	G&V Maintenance	Recorded Area	per unit			
	Australian Loco Lease	Recorded Area	per unit			
	NSW Trains	Recorded Area	per carriage			
	Steam Rail Victoria	Recorded Area	per carriage			
	Great Southern Railway (GSR)	Recorded Area	per loco			
	Great Southern Railway (GSR)	Recorded Area	per carriage			
		<b>Sub-total</b>		-		\$ -
Hastings Precinct	Pacific National	Non-recorded area - Annual Survey Method	per month			
						<b>Sub-total</b> \$ -
						<b>Total</b> \$ -
<b>Contract arrangements (Particularly where agreement existed prior to access arrangement)</b>						
Customer	Nature of Access Agreement	Price				
Aurizon	Access Agreement	\$14.05 locos and wagons				
Qube	Access Agreement	\$14.05 locos and wagons				
El Zorro	Access Agreement	\$14.05 locos and wagons				
Pacific National	Access Agreement	\$14.05 locos and wagons				
V/Line	Access Agreement	\$14.05 locos and wagons, \$21.07 for carriages				
CFCLA	No access agreement, but utilise ESC approved pricing.	\$14.05 locos and wagons				
Metro Trains Melbourne	Access Agreement	\$14.05 locos and wagons, \$21.07 for carriages				
SCT Logistics	No access agreement, but utilise ESC approved pricing.	\$14.05 locos and wagons				
G&V Maintenance	No access agreement, but utilise ESC approved pricing.	\$14.05 locos and wagons				
Australian Loco Lease	No access agreement, but utilise ESC approved pricing.	\$14.05 locos and wagons				
NSW Trains	Access Agreement	\$14.05 locos and wagons, \$21.07 for carriages				
Steam Rail Victoria	No access agreement, but utilise ESC approved pricing.	\$14.05 locos and wagons, \$21.07 for carriages				
Great Southern Railway	Access Agreement	\$14.05 locos and wagons, \$21.07 for carriages				

## Service Standards

### Service Standards

The following is based on available information only.

#### 1. Availability - average percentage of track available for access on each day

Incidents -

- 1.
- 2.
- 3.
- 4.
- 5.
- 6.

Calculations:

Total mhrs unavailable = Incident1(metres\*hours)+Incident2(metres\*hours)+ etc = total unavailable mhrs

	Metres	Hours	Total
1.			0
2.			
3.			
4.			
5.			
6.			
<b>TOTAL</b>			<b>0</b>

The total mhrs available in one year

Hours/day x Days/year x metres of track = total mhrs  
 24                      365                      20000                      175,200,000

Availability=100%-(Total Unavailability/Total Yearly Available\*100)      **100.0000** %

#### 2. Reliability - 100% minus any unavailable due to an infrastructure incident.

Incidents -

1. Nil
- 2.
- 3.

	Metres	Hours	Total
1.			
2.			
3.			
<b>TOTAL</b>			<b>0</b>

Reliability=100%-(Total Unavailability/Total Yearly Available\*100)      **100.0000** %

#### 3. Disputes any disputes which need to be elevated to the ESC.

Disputes that were elevated to the ESC.      **Zero**

**8.2.1 Availability** – this is the average percentage of total track on the Network available for access on each day. Maintenance and blockage due to incidents are instances where the Network would not be available for Access. VicTrack's target availability is **97.5 %**

**8.2.2 Reliability** – this is a measure of safety and adequacy of the infrastructure to carry out its task. The measure is 100% minus any unavailability due to an infrastructure caused incident. VicTrack's target is **99.5 %**

**8.2.3 Disputes** – this is the number of disputes with Rail Operators that are elevated to resolution by ESC. VicTrack's target is **Zero** Disputes

## Appendix 8 – VicTrack Pricing Derivation

For this access arrangement application VicTrack did not submit a formal pricing model and related access arrangement information but worked closely with the ESC and its consultants so they could derive an efficient price range i.e. floor and ceiling prices for the Network Access Charge at each precinct. For the next access arrangement review, VicTrack will formally submit a pricing model and related access arrangement information for assessment.

Pricing for VicTrack's precincts is in accordance with the Pricing Guideline<sup>6</sup>.

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<sup>6</sup> See ESC above n2.

## Appendix 9 – VicTrack Operating Handbook

### Network Management

VicTrack will carry out its capacity allocation and network management activities in a manner that is consistent with S.38H of the RMA, will not unreasonably favour itself or any other person or party, promotes compatibility in operations with other networks and uses all reasonable endeavours to maximise the use of the Network.

Capacity will be allocated in accordance with the principle of maximum utilisation of the Network. In processing Access Applications, capacity will be allocated on a first come first served basis (subject to the principle of maximum utilisation noted above). The time to be used as the benchmark for the application of this protocol is the time that VicTrack receives a fully compliant Access Application (as defined in S.6.3.2).

VicTrack requires all access seekers to demonstrate:

- a) an understanding of the requirements for Rail Safety Accreditation and provide a plan to obtain accreditation or evidence of accreditation. Rail Safety Accreditation is a pre-requisite for access to the Network
- b) that its rolling stock complies with VicTrack's requirements, especially the requirement to obtain Rail Safety Accreditation for the rolling stock
- c) adequate management or staff with the necessary knowledge, experience and competence to carry out the operation or that they will engage a party with these qualities. Rail Safety Accreditation will assist in this regard and
- d) the required financial capacity to meet its obligations under the Standard Access Agreement (contained in Appendix 5).

*Note: See Access Arrangement, Section 6 Management of Capacity and Network for full details.*

### Communications

VicTrack maintains the following protocols for communications with train operators.

- a) Train operators are required to:
  - i. Submit to VicTrack a train manifest prior to the arrival and departure of train services at locations specified in an access agreement.
  - ii. Establish and maintain a 24 hour communications link with VicTrack, of a type agreed with by VicTrack
  - iii. Seek VicTrack's direction prior to rail movements in the Dynon Intermodal Terminal and North Dynon Agents Sidings during VicTrack manned on-site hours.
- b) In relation to any matter requiring a direction to be given by VicTrack to a user or rail operator:
  - i. VicTrack will specify the procedures and practices that it will follow, and the form of communication, for the giving of the direction, according to the circumstances of the direction;
  - ii. VicTrack will notify the user or train operator as soon as reasonably practical after becoming aware of the need to give a direction

The contact for train operators relating to requests for:

- scheduled access to the network via the track utilisation plan; and
- real time scheduling of the daily train plan is;

Rail Operations Coordinator, Dynon  
Phone: 03 9619 8881  
Email: [access@victrack.com.au](mailto:access@victrack.com.au)

### Rolling Stock Interface Standards

VicTrack will accept rolling stock that has been authorised to run on the Networks of the Australian Rail Track Corporation<sup>7</sup> and V/Line<sup>8</sup>, subject to a maximum axle loading of 23 tonnes.

### Operational Systems

- a) VicTrack has no fixed signalling systems on its declared network.
- b) Safe working systems and operational systems that have been established are typical of low-speed siding requirements.
- c) The Safeworking and operational requirements are managed through the establishment of Safety Interface Agreements (SIA)<sup>9</sup> with rail operators prior to their initial access onto the VicTrack declared network.
- d) Where VicTrack varies, amends or replaces any of the signalling systems, Safeworking systems or operational systems, VicTrack must amend the statement at paragraph a) and the SIA as referred to in paragraph c).

### Complaint Handling

- i. An access seeker may lodge a complaint in writing within 7 days of the matter for complaint occurring to VicTrack. VicTrack will immediately notify the ESC of the notification of complaint.

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<sup>7</sup> Australian Rail Track Corporation TOC Manual, section 10 – Locomotive and Rolling Stock Data accessed via the ARTC website at <http://www.artc.com.au/Content.aspx?p=47>

<sup>8</sup> V/Line Network Service Plan Addenda accessed via the V/Line website at <http://www.vline.com.au/about/networkaccess/infopack.html>

<sup>9</sup>

[\*Rail Safety National Law Application Act 2013 No 22\*](#)  
[\*– Rail Safety Act 2006\*](#) (Victoria)



- ii. VicTrack must assess the issue and respond within 7 days of receipt of the complaint, advising whether there is a possibility for agreement or an altered position.
- iii. If no agreement is reached within 21 days from receipt of the complaint, the CEO's of both companies must discuss the complaint within a further 7 days to attempt to resolve the matter.
- iv. If no agreement is reached the matter will be referred to the ESC as a dispute for resolution.