

Rail and Local Government

JOINT ASSETS INTERFACE AGREEMENT

Northern Midlands Council

2020



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Agreement for
Management of Road and Rail Assets Interface
Between:

Tasmanian Railway Pty Ltd (TasRail)
'Rail Infrastructure Manager'



And

Northern Midlands Council
'Road Manager'

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THIS INTERFACE AGREEMENT is made on the

BETWEEN:

Tasmanian Railway Pty Ltd (TasRail) (ABN 83 139 383 761)
Techno Park at Kings Meadows, in the State of Tasmania
(Rail Infrastructure Manager)

AND:

Northern Midlands Council (ABN **XX XXX XXX XXX**)
Street Address Here at Longford, in the State of Tasmania
(Road Manager)

RECITAL A

All rail infrastructure managers and road managers must, under the *Rail Safety National Law Part 3, Division 6 Subdivision 2*, reasonably seek to enter into an interface agreement about managing risks to safety identified and assessed in accordance with that Subdivision.

IT IS AGREED:

RECITAL B

The parties have agreed to enter into this Agreement to record their respective roles and responsibilities in accordance with the terms and conditions of the Agreement.

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1.0 Definitions

“**Agreement**” means this Safety Interface Agreement document and includes its schedules appendices and annexures to this Agreement.

“**ALCAM**” means the Australian Level Crossing Assessment Model used to assess and identify potential risks at Level Crossings.

“**AS1742**” means the Australian Standard 1742 Manual of uniform traffic control devices Part 7: Railway Crossings being the reference document setting out the required controls for specific conditions at railway level crossings.

“**Bridges**” and/or “**Tunnels**” means an area where a road and a rail meet at different levels.

“**Business Day**” means any weekday on which banks are generally open for business in Hobart, Tasmania.

“**Council Roads**” has the same meaning as given to “Local Highways” as defined in this document.

“**Cycle Pathway**” or Bike Path or Rail Trail means a designated area for recreational purposes (bikes and pedestrians) that may interface with the railway

“**HIRAC**” means the TasRail Hazard Identification, Risk Assessment and Control tool for assessing any change or proposed change in conditions (following an incident or concern with current controls, a proposed new crossing, etc.)

“**Level Crossing**” means an area where a road and a railway meet at substantially the same level, whether or not there is a railway level crossing sign on the road at all or any of the entrances to that area

“**Local Highways**” as defined in the Local Government (Highways) Act 1982 includes all highways (roads) other than State Highways and subsidiary roads within the meaning of the *Roads and Jetties Act 1935*.

“**NRSL**” means *National Rail Safety Law 201 (Tas) Act*.

“**Pedestrian Crossing**” is the intersection of a pedestrian walkway and a railway line. It may be designed for users on foot, for wheelchair access, and cyclists.

“**Rail Infrastructure Act**” means the *Rail Infrastructure Act 2007 (Tas)*.

“**Rail Infrastructure Manager (RIM)**” means the Rail Infrastructure Manager being the person or entity that has effective control and management of the rail infrastructure for the purposes of Rail Safety Accreditation and compliance with National Rail Safety Law whether or not the person:

- (a) owns the rail infrastructure; or
- (b) has a statutory or contractual right to use the rail infrastructure or to control, or provide, access to it.

“**Rail or road crossing**” includes a railway crossing, a bridge or tunnel carrying a road over a railway and a bridge or tunnel carrying a railway over a road.

“**Road Manager**” means the Meander Valley Council.

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2.0 Objective of This Agreement

2.1 The objectives of this agreement are:

- 2.1.1 To improve communication between both parties,
- 2.1.2 For each party to ensure it achieves and maintains compliance with AS1742 for its respective accountabilities related to all railway crossings in the municipality;
- 2.1.3 For each party to work co-operatively to achieve cost effective repairs/maintenance of joint assets and/or assets that interface;
- 2.1.4 To raise awareness of each parties legal obligations including inspection; maintenance; clearance and prevention of vegetation or other obstructions that can affect sight lines/visibility ; and avoidance of actions that are detrimental to ongoing compliance; acting reasonably and subject to program, budget and operational constraints

3.0 Terms of This Agreement

- 3.1 A party may terminate this Agreement by giving the other party no less than three months written notice of such termination.
- 3.2 If this Agreement is terminated in accordance with clause 3.1 hereof, the parties agree to negotiate in good faith and enter into a replacement Interface Agreement prior to the expiry date of this Agreement.
- 3.3 An amendment to the Interface Agreement is required to be entered into if:
 - 3.3.1 A rail or road crossing is permanently closed
 - 3.3.2 A pedestrian crossing is permanently closed
 - 3.3.3 An asset described in Schedule 1 is decommissioned
 - 3.3.4 There is a change in risk control measures
 - 3.3.5 A change is required in Schedule 4
- 3.4 This Agreement shall terminate immediately should National or State Legislation require such termination.

4.0 Scope of This Agreement

4.1 The scope of works to be identified in this document will include:

- Railway level crossings on Council Roads;

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- Pedestrian crossings to or from Council Roads, and across, under or over the rail corridor;
- Bridges and Tunnels (Council Roads over rail and/or rail over Council Roads);
- Railway track on which Rollingstock moves abutting a Council Road;
- Cyclepaths or bike tracks on Council land that may interface with the railway; and
- Other infrastructure identified as a road control device for level crossing risk management.

4.2 This Agreement applies to the assets described in Schedule 1. Responsibility for the asset lies with the owner as detailed in Schedule 1 of this Agreement.

4.3 Either party may amend Schedule 1 at any time by written agreement between the parties.

4.4 The parties will apply a risk management process consistent with AS NZS ISO 31000:2009 Risk Management – Principles and Guidelines and/or ALCAM to identify, assess and manage, so far as is reasonably practical, risks to safety in relation to the scope described in Schedule 2, the subjects of this Agreement.

4.5 This Agreement supersedes any and all previous Agreements between the parties in relation to railway safety risk management.

4.6 Each party is responsible to develop and maintain a register of Interface Agreements and record this Agreement and any future Agreement (Schedule 5) in such register.

5.0 Identification Assessment and Management of Risk

5.1 Using an agreed risk management process the parties agree to identify and assess risks to safety, so far as is reasonably practical, that may arise in relation to the assets described in Schedule 1, the subject of this Agreement. Where practical to do so, the preference is for these risk assessments to be undertaken jointly:

5.1.1 During the life cycle of rail or road infrastructure; and

5.1.2 Arising from change in the use or application of rail or road crossing infrastructure.

5.2 The parties will record in Schedule 3 or other documents as agreed and retained by the parties:

5.2.1 The identified risks to safety;

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- 5.2.2 Risk assessments;
 - 5.2.3 Measures to manage safety risks;
 - 5.2.4 The party responsible for implementation and maintenance of the safety risk management measures; and
 - 5.2.5 The timetable for implementation of safety risk management measures (in accordance with this Agreement).
- 5.3 The parties may amend Schedule 3 at any time by written agreement.
- 5.4 Subject to clause 4.5 hereof the party (or parties) responsible for implementation and maintenance of the safety risk management measures as determined in this Agreement will be responsible for the cost of implementation and maintenance.
- 5.5 A party may agree to contribute to the funding for implementation and/or maintenance of safety risk management measures by another party.
- 5.6 The parties may undertake identification and assessment of safety risks individually or jointly, or may adopt a risk assessment carried out by the other party.

6.0 Monitoring and Review of Risk

- 6.1 Each party will monitor and review the safety risks and measures to manage the safety risks for which it is responsible, including progress against the timetable for implementation of safety risk management measures in accordance with this agreement.
- 6.2 The parties will consult with each other in relation to the outcome of their monitoring and review.
- 6.3 If following a party's monitoring and review under this clause, a safety risk is considered to be unacceptable, both parties will work collaboratively and cooperatively to agreed measures to manage the safety risk so far as is reasonably practical and will record any changes in Schedule 3.

7.0 Standards and Compliance

- 7.1 The parties agree that the standards applicable to safety, risk assessment, risk management and inspections are stated in Schedule 3. Each party will report or meet annually or as required with the other party, or at such times the party may agree, on their progress in implementing agreed safety risk management measures for which a party is responsible under this Agreement.

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8.0 Communications and Meetings

- 8.1 The parties will notify each other promptly of any occurrence or incident in connection with safety of the assets listed in Schedule 1.
- 8.2 The parties will use reasonable endeavours to notify each other at least ten (10) working days prior to the commencement of any repairs, maintenance or upgrades (excluding emergency situations/works) to their respective infrastructure / assets. The notification period must ensure the other party has adequate time to establish safety and operational arrangements if so required.
- 8.3 The parties will assist each other achieve cost effective repairs / maintenance through agreed planning and notification with potential opportunity for resource sharing.
- 8.4 Schedule 4 contains contact details of the parties' representatives for the purposes of this Agreement, together with emergency contact details in the event of any occurrence or incident. The parties will promptly notify the other parties of any change to Schedule 4.
- 8.5 The parties will meet annually, or at such other times the parties may agree, to review the provisions of this Agreement and the adequacy of safety risk identification, assessment and management concerning the road and railway assets listed in Schedule 1. Agenda and minutes of such meetings will be kept by the party hosting the meeting. Minutes will be circulated to the other parties within ten business days of the meeting. The first meeting should occur within six (6) months of the date of this Agreement.
- 8.6 A record of the meetings held shall be maintained with each party responsible to ensure they record a register of all meetings, actions and communications between the parties and to retain such records for audit purposes if required. The costs of holding meetings under this clause will be shared equally or as agreed by the parties.

9.0 Dispute Resolution

- 9.1 The parties agree that this Agreement is not intended to create a legally binding relationship on either party.
- 9.2 Should a dispute arise between the parties in connection with this Agreement, a party may issue a written notice of dispute to the other party.
- 9.3 Within five (5) business days of receiving a dispute notice, senior officers of each party will meet to discuss the dispute and attempt to reach an agreement. A representative from the Office of the National Rail Safety Regulator may be invited to the meeting to assist arbitrate the dispute towards an agreed outcome.
- 9.4 Failure to reach an agreement under Clause 8.3 will result in the dispute being elevated to each party's Executive Officer.

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10.0 Distribution Agreement

10.1 The parties agree this Agreement will be distributed to the representatives of the parties as stated in Schedule 4.

EXECUTED as an Agreement

SIGNED for and on behalf of the Rail Infrastructure Manager being **TasRail** (ABN 83 139 383 761)

this day of

by delegated officer

a duly authorised officer in the presence of:

Witness signature.....

Name of Witness _____

SIGNED for and on behalf of the Road Owner being **Northern Midlands Council** (ABN **XX XXX XXX XXX**)

this day of

by delegated officer

a duly authorised officer in the presence of:

Witness signature.....

Name of Witness: _____

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Council Pedestrian Crossings (includes footpaths over the rails)

Ref-KP	GIS	Licence Reference	Road Name	Pedestrian Crossing Controls

Council Bridges and Tunnels

Ref-KP	Road Name	Road Type	Road	Council Bridge No.

Cycle/Recreational Pathways

(This section to be completed as identified)

Licence Ref	Start Point KP	End Point KP	Location Reference

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Inventory of Licences

(This section to be completed as identified)

Licence Ref	Record Reference	Purpose	Location Reference

Department of State Growth Roads/Rail Crossings in the Municipality

Ref-KP	Road Name	Road Type	Bridge or Asset Reference Number

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Schedule 2 – Respective Responsibilities

Level Crossings:

The Rail Infrastructure Manager is responsible for:

- Approval of all crossings, including supporting documentation of joint safety risk assessments as appropriate.
- Undertaking joint risk assessment or ALCAM with the Road Operator where practical.
- Installation and maintenance of the traffic control and signage within the rail corridor immediately adjacent to the crossing, including the installation, operation and maintenance of flashing lights and warning bells and signal boxes/infrastructure.
- Maintenance of the road or pavement surface between the tracks and out to a distance of 0.6 metres on either side of the outer rail (as per the Rail Infrastructure Act).
- Maintenance of sight lines within the rail corridor and potentially affected by vegetation or other encroachments.
- Routine inspection of all crossings to ensure compliance with AS1742 or other Standard/Regulation as required.
- Ensuring all persons accessing the rail corridor have the appropriate competencies and authorisation as issued by TasRail and at all times comply with TasRail Permit conditions and directions including where appropriate Track Protection Officers or other authorised TasRail officer or representative.
- Monitoring rail personnel behaviour in the rail corridor and the vicinity of level crossings to ensure compliance with Road Rules, agreed protocols, TasRail Permits or other agreements.
- Licencing of crossings as required.
- Issuing of TasRail Permits to enter/access the rail corridor as required or for the purpose of carrying out agreed works on rail land.

The Road Owner/Manager is responsible for:

- Installation and maintenance of all required roadside advance warning signs on the approaches (excludes the AAWS – automated advance electronic warning signs that are owned and operated by at specific locations).
- Maintenance of the road or pavement surface extending from 0.6 metres on either side of the outer rail (as per the Rail Infrastructure Act)
- Installation and maintenance of compliant road markings on the approaches as required and measured against AS1742 or other Standard/Regulation as required.
- Maintenance of sight lines to ensure sight lines are not affected by vegetation and other obstructions within the road corridor, verges or approaches.
- Undertaking joint assessment or ALCAM with the Rail Operator where practical.

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- Routine inspection of all crossings to ensure compliance with AS1742 or other Standard/Regulation as required.
- Ensuring that planning decisions do not result in a reduction in, or obstruction to sighting distances of the railway crossing and/or visibility of rail safety signage and/or signals at crossings.
- Obtaining authorisation from property@tasrail.com.au prior to entering the rail corridor for any purpose or for carrying out works on railway land. It is acknowledged and agreed that a minimum of 10 business days notice is generally required.
- In the case of an emergency requiring access to the rail corridor, authorisation from the TasRail Train Controller is required prior to entry.

Pedestrian Crossings:

The Road Owner/Manager is responsible to ensure that all pedestrian crossings are approved by the Rail Infrastructure Manager and installed in compliance with the Rail Infrastructure Manager's Infrastructure Standards and AS1742 or other relevant Standard/Regulation.

Pedestrian crossings are to be maintained as per TasRail approval conditions including safety controls, signage and vegetation management.

In the case of a requested new pedestrian crossing or a change in conditions at an existing pedestrian crossing occurs, there is a requirement for a safety risk assessment to be undertaken to identify and manage any change in risk profile at the location and/or requirement for additional controls. Additionally, the Rail Infrastructure Manager will need to undertake a separate assessment of the rail assets and track surface between the rails and extending to a distance of 0.6 metres from each side of the outer rail in order to determine if an upgrade of the rail infrastructure is required to support the proposed new crossing or change in conditions.

Bridges and Tunnels:

The Rail Infrastructure Manager is responsible for:

- Maintenance & Inspections of Bridges and Tunnels (railway over road) including where the abutments, piers, track surface and associated infrastructure within the rail corridor.
- All bridge and tunnel furniture and signs which are on or leading up to the structure.
- Coordination with service authorities on matters relating to utilities which are on the bridge or tunnel.

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The Road Owner/Manager is responsible for:

- Maintenance & Inspections of Bridges and Tunnels (road over railway) including the abutments, piers, road surface and associated infrastructure within the road corridor.
- All bridge and tunnel furniture and signs which are on or leading up to the structure.
- Coordination with service authorities on matters relating to utilities which are on the bridge or tunnel.

Cyclepaths/Bike Paths:

The Road Owner/manager is responsible to:

- Consult as early as possible with the Rail Infrastructure Manager where there is a proposal for new cycleway, bike path, shared pedestrian pathway or footpath to interface with a railway crossing or to share a boundary with State Rail Network Land.
- Conduct a joint safety risk assessment with the Rail Infrastructure Manager to identify risks and appropriate controls to manage such risks as well as to inform the design and other considerations including potential upgrade of the rail crossing (safety controls and rail infrastructure) and the installation of appropriate safety fencing or barriers to separate the activity from the State Rail Network land.
- Ensure that relevant aspects of the design are developed in consultation with the Rail Infrastructure Manager's Infrastructure Standards as well as relevant Australian Standards or other requirements.
- Formally apply to the Rail Infrastructure Manager for approval of the proposal, noting approval is not guaranteed.
- Existing cycleways, bike paths, shared pedestrian pathways or footpaths are to be managed and maintained under a Licence Agreement from the Rail Infrastructure Manager and with appropriate safety fencing commensurate with identified risk and to the approval of the Rail Infrastructure Manager.

NOTE: Permission will not be granted for a new cycleway, bike path, shared pedestrian pathway or other above ground infrastructure to be located/constructed on State Rail Network land. Above ground infrastructure is not permitted to be constructed on rail land.

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Schedule 3 – Risk Management

Traffic control at level crossings in Tasmania is provided in accordance with *Australian Standard AS1742, Manual of Uniform traffic control devices, Part 7: Railway crossings (2007)*

The Rail Infrastructure Manager and the Road Owner/Manager will undertake joint assessments of the risks and controls of level crossings where practical in-line with industry standard practice.

Council Officers and TasRail Safety Officers will carry out on-site investigations into all reported crashes at level crossings. These investigations will consider whether any improvements can be made to the traffic management arrangements to reduce the risk of future crashes / incidents.

The Rail Infrastructure Manager and the Road Owner/Manager agree to use reasonable endeavours to share or exchange timely information pertaining to incidents or issues arising at all crossings and/or other shared interfaces.

Example template for recording the outcomes of these investigations is shown below:

<i>Asset No. & Location</i>	<i>Identified Risk / Change</i>	<i>Risk Assessment / Audit Date</i>	<i>Upgrades / Measures Required to Manage Risk/s or Change</i>	<i>Party Responsible for Managing Risk / Maintenance</i>	<i>Timetable for Implementing Measures to Manage Risk/s</i>	<i>ALCAM (Y or N)</i>

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Schedule 4 – Communications – Contact List (Clause 7)

Rail Infrastructure Manager

Party	TasRail
Address for Official Notices	Email: property@tasrail.com.au Courier: 11 Techno Park, Kings Meadows TAS 7249 Postal: P O Box 335 Kings Meadows TAS 7249
Key Contact Details for Regular Communication, Meetings and Reports	Email: property@tasrail.com.au Phone 6335 2603 or 6335 2604 Mobile 0428 139 238
Contact Details for Emergencies OR Incidents and Accident Co-ordination	Train Control Emergency Only 6335 2557 Train Control -Incident & Accident Coordination 6335 2559 Police and Emergency Management 000

Road Owner

Party	Northern Midlands Council
Address for Official Notices	Email: Courier: Postal:
Contact Details for Regular Communication, Meetings and Reports	Email: Phone: Mobile:
Contact Details for Emergencies, Occurrences and Incidents	Emergency

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Schedule 4 Continued – Maintenance Requirements and Relevant Contacts

TasRail Contacts:

Issue (Council needs to contact TasRail)	Contact Representative	Contact Number & Email
<ul style="list-style-type: none"> ▪ TasRail Permit Applications to authorise access to any part of the rail corridor/State Rail Network land for any purpose. No Permit = No Access. 	Property Department	Phone: 6335 2604 Email: property@tasrail.com.au
<ul style="list-style-type: none"> ▪ Maintenance of static warning signs in the immediate vicinity of the level crossing; ▪ Maintenance of road surface in immediate vicinity of tracks; including Rail Corridor Access permits and TPO Requirements ▪ Maintenance of sight lines and possible vegetation obstruction in the immediate vicinity of the rail corridor/State Rail Network land. 	Property Department	Phone: 6335 2604 Email: property@tasrail.com.au
<ul style="list-style-type: none"> ▪ To report a problem with flashing lights and warning bells at active crossings 	TasRail Train Control	Phone: 6335 2563 (please follow the prompts)
<ul style="list-style-type: none"> ▪ Joint inspections, risk assessments or ALCAM requests. 	Property & Compliance Manager	Phone: 6335 2603 Email: property@tasrail.com.au
<ul style="list-style-type: none"> ▪ Investigations into incidents and crashes at level crossings 	Property & Compliance Manager	Phone: 6335 2603 Email: property@tasrail.com.au
<ul style="list-style-type: none"> ▪ Enquiries about new proposals for crossings, or other infrastructure adjoining the shared boundary or service installations on/within the rail corridor land. 	Property & Compliance Manager	Phone: 6335 2603 Email: property@tasrail.com.au
<ul style="list-style-type: none"> ▪ To report a serious incident at a rail crossing or on State Rail Network land. 	TasRail Train Control Tasmania Police	Emergency 6335 2557 (please follow the prompts) Emergency 000
<ul style="list-style-type: none"> ▪ To report an issue or complaint about general property matters including vegetation or weed control, rubbish removal etc. 	Property Department	Phone: 6335 2604 Email: property@tasrail.com.au

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Schedule 4 Continued – Maintenance Requirements and Relevant Contacts

Meander Valley Council Contacts:

Issue (TasRail needs to contact Council)	Contact Representative	Contact Number & Email
<ul style="list-style-type: none"> ▪ Maintenance of static warning signs on road approaches 	Name	Phone: Email:
<ul style="list-style-type: none"> ▪ Maintenance of road surface on approaches 	Name	Phone: Email:
<ul style="list-style-type: none"> ▪ Maintenance of road markings on approaches 	Name	Phone: Email:
<ul style="list-style-type: none"> ▪ Line of sight obstructions 	Name	Phone: Email:
<ul style="list-style-type: none"> ▪ Traffic engineering investigations into level crossing crashes 	Name	Phone: Email:
<ul style="list-style-type: none"> ▪ Queries regarding traffic management 	Name	Phone: Email:
<ul style="list-style-type: none"> ▪ Joint inspections, risk assessments or ALCAM requests 	Name	Phone: Email:
<ul style="list-style-type: none"> ▪ Service Infrastructure enquiries (i.e. drainage, pipelines etc) 	Name	Phone: Email:
<ul style="list-style-type: none"> ▪ Development/Planning matters 	Name	Phone: Email:

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Appendix B – Crossing Location Inventory

Insert Images of each crossing with address details, including pedestrian crossings and footpaths.