



**Technical Services Attachments
Wednesday, 17 April 2013**

REPORT NUMBER	REPORT TITLE AND ATTACHMENT DESCRIPTION	PAGE NUMBER(S)
9.2.1	Interface Agreement – Rail Safety Act 2010* 1. Interface Agreement document	1

Interface Agreement

Rail Safety Act 2010

Public Road and Rail Crossing At Grade or Grade Separated Interface

BETWEEN

Brookfield Rail Pty Ltd

AND

Shire of Chittering

AND

Main Roads Western Australia

APRIL 2013

EXECUTION PAGE

This Interface Agreement is signed and witnessed on behalf of Brookfield Rail Pty Ltd by the following authorised representative(s):

SIGNED: _____	WITNESSED: _____
Name: _____	Name: _____
Title: _____	Title: _____
Date: _____	Date: _____

This Interface Agreement is signed and witnessed on behalf of The Shire of Chittering by the following authorised representative(s):

SIGNED: _____	WITNESSED: _____
Name: _____	Name: _____
Title: _____	Title: _____
Date: _____	Date: _____

This Interface Agreement is signed and witnessed on behalf of Main Roads Western Australia by the following authorised representative:

SIGNED: _____	WITNESSED: _____
Name: _____	Name: _____
Title: _____	Title: _____
Date: _____	Date: _____

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AMENDMENTS		
Document Version	Date of Amendment	Amendment Details

Term of Interface Agreement

The parties agree this Interface Agreement will be reviewed within 5 years from the date of Execution, unless any of the parties notify the other parties of a need to amend the Agreement sooner based on a change in circumstances relating to the crossing or the interested parties.

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PURPOSE

Road Managers and Rail Infrastructure Managers are required under sections 64 and 65 of the *Rail Safety Act 2010* to identify and assess risks to safety associated with interfaces and enter into an *Interface Agreement* for the purpose of managing those risks.

The parties to the Agreement recognise the need for an open and collaborative approach to identify, assess and manage risks to safety associated with road-rail crossings and commit to fully co-operate in all aspects of that need.

This Agreement:

- Provides a framework within which the parties shall commit to co-operatively manage the identified safety risks.
- Describes the responsibilities of the parties relating to the interface.
- Provides the mechanism to jointly manage risks for the safe operation of rail and road movements at the interface.

DEFINITIONS

The following definitions shall apply to this Agreement:

ALCAM	Australian Level Crossing Assessment Model – a tool used in the risk assessment of a level crossing.
At-grade crossing	Means where a road, pedestrian path or cycle path crosses a rail line at the same level.
Corrective Action Report	A report that details specific actions designed to reinstate or maintain safety at a crossing and identifies which entity is responsible for the identified actions.
Grade-separated crossing	Means where a road, pedestrian path or cycle path crosses a rail line at different levels because of a bridge, tunnel or overpass.
Interface	For the purposes of this Agreement, an interface is the point where a rail line intersects or interacts with a road, pedestrian path or cycle path whether it be at-grade or grade-separated.
Interface Agreement	An agreement between two or more parties (at least one of which is a rail infrastructure manager and one is a road manager) that details the responsibilities of each party for managing risks associated with safety at a rail crossing interface.
Infrastructure boundary	The point either side of which each party is responsible for infrastructure maintenance.
Mid-block crossing	An at-grade or grade-separated pedestrian crossing not associated with a road.
Pedestrian crossing	An at-grade pedestrian rail crossing adjacent to a public road level crossing.

Public Road	<p>A public road includes:</p> <p>Local Road is a road under the care and control of a Local Government.</p> <p>State Road is a road (being a highway or main road) under the care and control of Main Roads WA.</p> <p>National Highway is a road under (being a national road) under the care and control of Main Roads WA.</p>
Rail Infrastructure	<p>The infrastructure that forms part of the railway lines including the stations, signalling systems and level crossings. Bridge, tunnels and other physical structures that contain railway lines also form the railway infrastructure.</p>
Rail Infrastructure Manager	<p>In relation to rail infrastructure of a railway, means the person who has effective management and control of the rail infrastructure, whether or not the person —</p> <ol style="list-style-type: none"> 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.
Road Infrastructure	<p>The infrastructure which forms part of a road, footpath or shoulder, including —</p> <ol style="list-style-type: none"> i. Structures forming part of the road, footpath or shoulder; or ii. Materials from which a road, footpath or shoulder is made; <p>The road-related infrastructure including infrastructure which is installed or constructed to —</p> <ol style="list-style-type: none"> i. Facilitate the operation or use of the road or footpath; or ii. Support or protect the road or footpath; <p>All bridges, viaducts, tunnels, culverts, grids, approaches and other things appurtenant to the road or footpath or used in connection with the road or footpath;</p>
Road Manager	<p>In relation to a public road means a Local Government or the Commissioner of Main Roads.</p> <p>In relation to a road other than a public road means the owner of, or person responsible for the road.</p>
Types of Rail Crossing	<p>Public – Crossings at public roads.</p> <p>Private – Crossing provided at the discretion of the railway owner/operator where a proponent seeks access across the railway for any purpose.</p> <p>Occupational – Crossing provided for the purpose of access across the rail line by the property owner or user (occupant) where a railway/railway reserve divides a property (title). [Refer to Section 102 of <i>Public Works Act 1902</i>]</p> <p>Service – Crossing located within a designated rail corridor or railway yard or complex where usage is restricted to the Rail Infrastructure Manager.</p>

SCOPE OF THE AGREEMENT

This Agreement applies to the management of risks at rail crossings on public roads as specified in Schedule 1 and includes provisions for:

- Implementing and maintaining measures to manage risks;
- Evaluating, testing and revising those measures;
- Identifying the respective roles and responsibilities of each party to the Agreement in relation to those measures;
- Identifying procedures by which each party shall monitor compliance with the obligations under the Agreement; and
- Identifying a process to review the Agreement every five years.

The parties may amend Schedule 1 at any time by written agreement between the parties.

The Agreement constitutes an administrative arrangement between the parties in accordance with legislative requirements.

RESPONSIBILITIES OF PARTIES

Railway Crossing Protection in Western Australia – Policy and Guidelines

The Main Roads WA Railway Crossing Protection in Western Australia – Policy and Guidelines outline the levels of control, and approvals required at all railway level crossings in Western Australia.

Responsibilities for approving the level of control on public roads on all rail networks

Under Regulation 297(1) of the *Road Traffic Code 2000* the Commissioner of Main Roads Western Australia is empowered to *erect, establish or display, and alter, take down any road sign, traffic control signal or road marking* on a public road. In the context of railway level crossings this includes approval for the level of control of the regulatory GIVE WAY and STOP signs at passive crossings; and regulatory traffic control signals including Flashlights or Boom Barriers at active crossings; all warning signs including static and active advance warning signs, all road marking including holding line, barrier centre lines and yellow box markings, and other complimentary signing such as speed zones, adjacent regulatory signs or traffic signals on roads.

Responsibilities for new road/rail interfaces or interfaces due to land-use-improvements

MRWA or the Rail Infrastructure Manager or the developer shall meet the costs for installing, improving or modifying railway crossing controls, including pedestrian facilities, required as a result of specific road, rail or land-use improvements or developments.

The Rail Infrastructure Manager shall meet the cost of removing vegetation inside the rail reserve.

The Road Manager shall meet the cost of removing vegetation and other visibility obstructions outside the rail reserve to provide adequate sight distances for drivers approaching a public road crossing (and adjacent private property if required).

Responsibilities for crossings on public roads

Where not otherwise subject to separate agreements and subject to the approval of the Commissioner of Main Roads as empowered under Regulation 297 of the *Road Traffic Code 2000*, operational responsibilities for railway crossing protection are as follows:

- **Main Roads WA**

The Commissioner of Main Roads is responsible for the following:

- Approving the level of control on public roads as empowered under Regulation 297 (1) of the *Road Traffic Code 2000*.
- Displaying, installing and maintaining the appropriate regulatory signs, warning signs, road markings on the approaches to crossings on public roads outside 3 metres from the external rail. (This excludes signing affixed to railway hardware, which are the responsibility of the Rail Infrastructure Manager).

- **Rail Infrastructure Manager**

The Rail Infrastructure Manager is responsible for operating and maintenance costs to manage risk in relation to the level crossing in accordance with any maintenance agreement with Main Roads WA, including:

- Displaying, installing and maintaining flashing lights at crossings; and include any signing affixed to these devices within 3 metres of the external rail.
- Maintaining line-of-sight by clearing vegetation and/or removing other physical obstructions within the railway reserve to provide adequate driver visibility on the approaches to railway crossings within 3 metres of the external rail.
- Maintaining in good order and condition all traffic signs, road markings and other devices provided for railway crossing protection within 3 metres of the external rail.
- Erecting gates in accordance with the Government of Railways Act 1904.
- Maintaining rail over road bridges.

- **Road Manager – Local Government**

The Road Manager (Local Government) shall:

- Notify the Rail Infrastructure Manager of any road works planned, either of a temporary or permanent nature, in the vicinity of a crossing.
- Maintain the approaching local road surface in a reasonable condition beyond the rail reserve in accordance with normal maintenance scheduling in context of the entire local road network.
- Maintain adequate line-of-sight distances for approaching drivers on local roads by removing vegetation and other visibility obstructions within the road reserve (and adjacent private property if required).
- Report damaged and unserviceable line marking and signage associated with a rail crossing to MRWA identified during inspection in accordance with normal maintenance regimes.

- **Road Manager – Main Roads WA**

The Road Manager (Main Roads WA) shall

- Maintain the approaching state and national road surface in a reasonable condition beyond three metres of the rail line.
- Maintain adequate line-of-sight distances for approaching drivers on state and national roads by removing vegetation and other visibility obstructions within the road reserve (and adjacent private property if required).
- Maintain line marking and signage associated with a rail crossing on national, state and local roads.

AGREEMENT OF PARTIES

Each party agrees to:

- Commit to the highest standards of safety in performing its functions or conducting its business so far as is reasonably practicable;
- Work co-operatively with the other party(s), and with third party entities whose activities may give rise to risks at or near road-rail crossings, to identify and assess risks at road-rail crossings, and develop, implement and monitor measures to manage the risks;
- Carry out the identification, assessment, allocation and management of risk in accordance with accepted risk management practice;
- Commit to continued management of the interface;
- Conform to the appropriate standards, policies and guidelines relevant to their respective operations some of which are listed at Appendix B; and
- Provide funding in accordance with current agreements for existing rail crossings and in accordance with any future agreements for future rail crossings.

Interfaces to which this Agreement applies

The Interfaces to which this Agreement applies are:

- Specified in Schedule 1; and
- Such other interfaces as the parties may identify from time to time

IDENTIFICATION, ASSESSMENT AND MANAGEMENT OF RISK

The parties shall identify and assess risks to safety, so far as is reasonably practicable, that may arise in relation to the rail/road crossing(s) subject to this Agreement:

- a. During the life cycle of the rail or road crossing infrastructure.
- b. Arising from change in the use or application of rail or road crossing infrastructure.

The parties shall audit or cause an audit of the rail and road crossing(s) subject to this Agreement. The audit report shall, among other things:

- Identify the location of the rail and road crossing(s);
- Identify the risks to safety at the crossing;
- Identify measures to mitigate the identified risks; and
- Assign responsibility to each of the parties to ensure the risks to public safety are minimised or eliminated via a Corrective Action Report or similar.

For the purpose of identifying and assessing the risks to safety at an interface, the parties may:

- a. By itself identify and assess those risks; or
- b. Identify and assess those risks with the other party; or
- c. Adopt the identification and assessment of those risks carried out by the other person.

INCIDENT MANAGEMENT

Rail Infrastructure Managers and Road Managers shall manage incidents wholly within their area of responsibility in accordance with each party's incident management plan.

The established information sharing protocols shall be followed during an emergency incident.

ROAD WORKS

Road works conducted in the vicinity of level crossings can adversely affect the level of safety at the crossing.

In any case where road works are likely to impact on the safety of rail operations, the Road Manager shall notify the Rail Infrastructure Manager of road works planned, either of a temporary or permanent nature, in the vicinity of a level crossing.

The need for such notification will depend on the level of risk of the work to be undertaken and the proximity of the work activity to the crossing. As a general guide, the following table shows the minimum distances from the railway within which any road works should not proceed without prior notification to the Rail Infrastructure Manager. Contact details are provided in the Rail Infrastructure Manager Specific Information section.

Speed Limit Km/h	Distance from railway (m)
<70	150
70 to 90	200
>90	300

CHANGE OF OWNERSHIP

A party to the Agreement undergoing a change in ownership shall notify the other parties as soon as practicable.

The change of ownership of either a Rail Infrastructure Manager or Road Manager shall require the re-negotiation of the Agreement to identify the new owners and inform them of their responsibilities.

Rail Infrastructure Managers are obliged to meet all regulatory requirements including those in the *Rail Safety Act 2010* in particular sections 56, 57 and 58.

AUDITING AND COMPLIANCE

Responsibility for Maintaining and Monitoring Compliance

The parties shall be jointly responsible through their nominated representatives for maintaining and monitoring compliance with this Agreement.

In the event of an emergency, and it is not possible to comply with this Agreement, every effort shall be made by the non-complying party to consult with other parties to the Agreement to determine the best course of action to ensure the safest conduct of activities at the interface.

Register of Interface Agreements

Each party shall register an Interface Agreement to which they are a party using their existing internal information and/or document management systems in accordance with the requirements of section 70 of the *Rail Safety Act 2010*.

Reporting Instances of Non-Compliance

Instances of non-compliance shall be brought to the attention of relevant compliance officers of each party to be dealt with in accordance with their internal procedures.

Safety Auditing Compliance

The Rail Infrastructure Manager shall conduct regular safety audits to ensure compliance with its requirements for accreditation.

The Road Manager shall conduct regular safety audits to ensure the safety performance of the approach roads to an interface are assessed as part of maintenance responsibilities.

The parties shall jointly reassess the risk to safety of a road and rail crossing after a major incident or as requested by either party.

Review of Compliance Requirements

Review of compliance requirements shall be conducted in association with a review of this Agreement.

Reciprocal Inspections and Audits

In the event the parties agree there is an issue adversely affecting interface safety, the parties shall allow the conduct of relevant reciprocal inspections or audits to facilitate remedial action.

COMMUNICATION AND MEETINGS

The parties shall promptly notify each other of any occurrence or incident in connection with safety of the interface(s) subject of this Agreement.

The parties shall meet annually or at such other times as agreed to review the provisions of this Agreement and the adequacy of safety risk identification, assessment and management concerning the rail/road interface subject of this Agreement. Agendas and minutes of such meetings shall be kept by the party hosting the meeting. Meeting minutes shall be circulated to other parties within ten working days of the meeting.

DISPUTE RESOLUTION

Parties agree to resolve all disputes in good faith.

Should a dispute arise between the parties in connection to this Agreement, a party may issue a written notice of dispute to the other party.

Within a reasonable period of receipt of a dispute notice, senior officers of each party shall meet or communicate to resolve the dispute.

If the senior officers are unable to resolve the dispute, Chief Executive Officers of the parties shall meet or communicate as soon as is practicable to attempt to resolve the dispute.

This Agreement remains in force until the dispute is resolved.

RAIL INFRASTRUCTURE MANAGER SPECIFIC INFORMATION

Brookfield Rail Pty Ltd

ROAD MANAGER SPECIFIC INFORMATION

<In this section the Road Manager can detail any specific information relevant to their needs associated with the Interface Agreement>

SCHEDULE 1

LIST OF RAIL AND ROAD INTERFACES

No	Name of rail or road crossing	Road Name and MRWA SLK and number	Rail Line and km of Level Crossing or Bridge	Description of crossing	Rail Infrastructure Manager responsible	Road Manager responsible	Risk Assessment report available (YES/NO)	Corrective Action Report or other documents available (YES/NO)
1	Almeria Parade	502 0134	Line 3 – 25.1km	Stop Signs	Brookfield Rail	Shire of Chittering	No	No
2	Pedestrian Crossing	Mid-Block	Line 3 – 26.5km	Maze	Brookfield Rail	Shire of Chittering	No	No

SCHEDULE 2

EXAMPLE AUSTRALIAN LEVEL CROSSING ASSESSMENT MODEL (ALCAM) REPORT

(Contact MRWA for further information regarding a specific ALCAM report subject to this Interface Agreement)

SCHEDULE 3

EXAMPLE CORRECTIVE ACTION REPORT OR RELEVANT RISK ASSESSMENT DOCUMENT

APPENDIX A

AREAS OF DEMARCATION AND EXPLANATORY NOTES

AREA OF RESPONSIBILITY				ACCESS
Main Roads WA Local Government Authority Private owner as applicable				Free access
as applicable				Persons operating machinery in this area require a flag person to attend during operations
Brookfield Rail, Public Transport Authority and other rail infrastructure managers as applicable				Appropriate track access permit is required in this area by all persons for any purpose. Temporary exemption from accreditation may be granted by Chief Executive Officer PTA or General Manager Brookfield Rail
Main Roads WA Local Government Authority				Persons operating machinery in this area require a flag person to attend during operations
Private owner as applicable				Free access

PUBLIC ROAD LEVEL CROSSINGS

Level Crossings located on local roads, main roads and highways

AGENCY	RESPONSIBILITIES	LEVEL CROSSING PROTECTION	FACILITATORS
Main Roads WA	<ul style="list-style-type: none"> (a) Installing and maintaining the appropriate regulatory signs, warning signs, road markings and advance flashing warning panels on public road approaches to level crossings – excludes signing affixed to railway hardware. (b) Undertaking and maintaining any vegetation clearing and/or removal of other physical obstructions on public roads (including on adjacent private properties if required) to provide requisite driver visibility sightlines on the approaches to railway level crossings. (c) Maintaining the roadway outside the rail reserve of greater than three metres (3m) from the outside running rail if a highway or main road. 	<ul style="list-style-type: none"> a) Determines/approves levels of protection. b) Interface Agreement signatory on state and federal roads. c) Assists Interface Agreements preparation on Local Government roads or public roads under control of private companies. d) Undertakes field assessments. e) Maintains and distributes the ALCAM model software. f) Develops and maintains level crossing database. 	<p>Road Safety Manager</p> <p>Regional Manager</p>
Brookfield Rail, Public Transport Authority and other rail infrastructure managers as applicable	<ul style="list-style-type: none"> a) Installing and maintaining flashing lights and boom barriers, warning bells and pedestrian mazes, gates and paths at crossings including any signing affixed to these devices. Providing control devices for advance warning signs. b) Undertaking and maintaining any vegetation clearing and/or removal of other physical obstructions within the rail reserve to provide adequate visibility on the approaches to railway level crossings. c) Maintaining the roadway within the rail reserve of within three metres (3m) of the outside running rail. d) Erecting gates in accordance with the Government of Railways Act 1904. e) Maintaining rail over road bridges. 	<ul style="list-style-type: none"> a) Determines/approves levels of protection. b) Undertakes field assessments. c) Develops and maintains level crossing database. 	<p>Manager Planning and Projects Development</p>
Local Government Authority	<ul style="list-style-type: none"> a) Maintaining the roadway outside the rail reserve or greater than three metres (3m) from the outside running rail if a local road. b) Undertaking and maintaining any vegetation clearing and/or removal of other physical obstructions on public roads (including on adjacent private properties if required) to provide requisite driver visibility sightlines on the approaches to railway level crossings. 	<ul style="list-style-type: none"> a) Sightline vegetation clearance 	<p>Local Government Authority, Road Manager</p>

APPENDIX B**REFERENCE DOCUMENTS**

Reference documents include, but are not limited to:

Rail Safety Act 2010

Rail Safety Regulations 2011

Government Railways Act 1904

AS 1742.7: 2007 – Manual of Uniform Traffic Control Devices - Railway Crossings

AS 1742.3: 2009 – Manual of Uniform Traffic Control Devices – Traffic control for works on roads

AS 4292.2: 2006 – Railway Safety Management – track, civil and electrical infrastructure

Main Roads WA – Railway Crossing Protection in WA – Policy and Guidelines

Road Traffic Code 2000

Road Traffic Act 1974

Main Roads Act 1930

Public Works Act 1902 – Section 102

AS/NZS ISO 31000: 2009 – Risk Management – Principles and guidelines

ALCAM assessment

AS/NZISO 4801:2001 - OSH

Main Roads WA – Traffic Management for Works on Roads – Code of Practice

Rail Infrastructure Manager Operating Rules

Copies of most documents are available from the State Law Publisher website or from the Road Safety Branch, MRWA – phone 9323 4111.

APPENDIX C

CONTACT DETAILS

Rail Infrastructure Manager

Brookfield Rail Pty Ltd

2-10 Adams Drive

Welshpool WA 6106

Telephone: 08 9212 2800

Road Manager

Shire of Chittering

6177 Great Northern Highway

Bindoon WA 6502

Telephone: 08 9576 4600