

Interface Agreement

**Rail or road crossings
Identification, assessment and management of safety risks**

Between

OBERON TARANA HERITAGE RAILWAY INC.

of

P O Box 299 Oberon, NSW 2787

and

OBERON COUNCIL

of

P O Box 84 Oberon, NSW, 2787

9th August 2012

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Interface agreement

Date:

Between: **Oberon Tarana Heritage Railway Inc**
ABN: 98 107 506 208
P O Box 299, Oberon, NSW, 2787

and

Oberon Council
ABN: 13 632 416 736
P O Box 84, Oberon, NSW, 2787

Background

Part 2, Division 3 of the *Rail Safety Act 2008* obliges rail transport operators and Private Landowners whose land either abuts or encompasses a designated rail corridor, to identify, assess and manage, so far as is reasonably practicable, risks to safety that may arise from railway operations carried out on rail infrastructure wholly or partly because of the existence of any rail or road crossing that affects private land.

The parties are obliged under section 33 of the *Rail Safety Act 2008* to maintain a register of interface agreements to which they are a party, and any arrangements determined by an appointed person under section 32 of the *Rail Safety Act 2008*.

The parties enter into this agreement in order to comply with their obligations under the *Rail Safety Act 2008* in relation to rail or road crossings covered by this agreement.

It is agreed that:

1 Interpretation

1.1 Definitions

Crown road	means a public road that is declared to be a Crown road for the purposes of the <i>Roads Act 1993</i>
IAMA	Institute of Arbitrators and Mediators Australia
Interface agreement	means an agreement in writing about managing risks to safety in relation to a rail or road crossing identified and assessed in accordance with Part 2, Division 3 of the <i>Rail Safety Act 2008</i>
Private road	means any road that is not a public road or a Crown road
Public road	means: (a) any road that is opened or dedicated as a public road, whether under the <i>Roads Act 1993</i> or any other law; and (b) any road that is declared to be a public road for the purposes of the <i>Roads Act 1993</i> ; but does not include a Crown road.

Rail infrastructure manager	has the meaning given in section 4 of the <i>Rail Safety Act 2008</i>
Rail or road crossing	means:
	(a) a railway crossing; (b) a bridge carrying a road over a railway; or (c) a bridge carrying a railway over a road
Rail Safety Act	means the <i>Rail Safety Act 2008</i>
Rail transport operator	has the meaning given in section 4 of the <i>Rail Safety Act 2008</i>
Railway crossing	means:
	(a) a level crossing (b) any area where a footpath or shared path crosses a railway or tram tracks at substantially the same level
Road	means a private road or a public road that has as one of its main uses, the driving or riding of motor vehicles, and includes any relevant road related area within the meaning of the <i>Australian Road Rules</i>
Roads authority	in relation to a public road has the meaning given in section 7 of the <i>Roads Act 1993</i> and in relation to a private road means the owner of the road

1.2 In this agreement, unless the context requires otherwise:

- (a) the singular includes the plural and vice versa
- (b) words importing any gender include the other genders
- (c) all headings, bold typing and italics have been inserted for convenience or reference only and do not define, limit or affect the meaning or interpretation of this agreement
- (d) reference to a natural person includes any company, partnership, joint venture, association or corporation of other body corporate or any governmental authority and, in each and every case, includes a reference to a person's executors, administrators, successors, substitutes and assigns
- (e) reference to a statute, ordinance, code or other law includes regulations and other statutory instruments under it and consolidations, amendments, re-enactments or replacements of any of them.

2 Term of this agreement

- 2.1 This agreement commences on **9th August 2012** and continues until terminated by a party.
- 2.2 A party may terminate this agreement by giving the other party no less than three months' written notice.
- 2.3 Subject to clause 2.4, if this agreement is terminated in accordance with clause 2.2, the parties agree to negotiate in good faith to enter into a replacement interface agreement prior to the expiry date of this agreement.
- 2.4 A replacement interface agreement is not required to be entered into if:
 - (a) a rail or road crossing is permanently closed
 - (b) a Crown road is permanently closed
 - (c) a railway line is permanently closed.

3 Scope of this agreement

- 3.1 This agreement applies to the rail or road crossings described in schedule 1. Responsibility for the infrastructure assets described in schedule 1 is set out in schedule 1.
- 3.2 The parties may amend schedule 1 at any time by written agreement.
- 3.3 The parties will apply a risk management process consistent with *AS 4360 Risk Management* to identify, assess and manage, so far as is reasonably practicable, risks to safety in relation to the rail or road crossings the subject of this agreement.
- 3.4 This agreement does not supersede any previous agreement between the parties in relation to rail or road crossing safety risk management, unless the parties record in schedule 2 the details of any previous arrangement that is superseded by this agreement.
- 3.5 Each party will record this agreement in the party's register of interface agreements.
- 3.6 This agreement does not affect or derogate from the parties' rights and obligations under the *Civil Liability Act 2002* or their functions and powers under any other Act.

4 Identification, assessment and management of risk

- 4.1 The parties will identify and assess risks to safety, so far as is reasonably practicable, that may arise in relation to the rail or road crossings the subject of this agreement:
 - (a) during the life cycle of rail or road crossing infrastructure
 - (b) arising from change in the use or application of rail or road crossing infrastructure.

4.2 The parties will record in schedule 3:

- (a) the identified risks to safety
- (b) risk assessments
- (c) measures to manage safety risks
- (d) the party responsible for implementation and maintenance of the safety risk management measures
- (e) the timetable for implementation of safety risk management measures.

4.3 The parties may amend schedule 3 at any time by written agreement.

4.4 Subject to clause 4.5, the party responsible for implementation and maintenance of the safety risk management measures will be responsible for their cost of implementation and maintenance.

4.5 A party may agree to contribute to the funding of the cost of implementation and/or maintenance by another party of safety risk management measures.

4.6 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.

5 Monitoring and review of risk

- 5.1 Each party will continuously 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.
- 5.2 The parties will consult with each other in relation to the outcome of their monitoring and review activities.
- 5.3 If, following a party's monitoring and review activities under clause 5, a safety risk is considered to be unacceptable, the parties will work collaboratively and cooperatively to agree measures to manage the safety risk so far as is reasonably practicable and will record any changes in schedule 3.

6 Compliance

- 6.1 Each party will report annually to the other party, or at such other times that the parties may agree, on its progress in implementing agreed safety risk management measures for which it is responsible under this agreement.
- 6.2 A party may, at its cost, undertake an independent audit of another party's records of compliance with this agreement, upon giving reasonable written notice to the other party. The parties agree to cooperate with each other in the conduct of such audits.

7 Communications and meetings

- 7.1 The parties will notify each other promptly of any occurrence or incident in connection with safety of the rail or road crossings the subject of this agreement.
- 7.2 Schedule 4 contains 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 changes to schedule 4.
- 7.3 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 rail or road crossings the subject of this agreement. Agendas and minutes of such meetings will be kept by the party hosting the meeting. Minutes will be circulated to other parties within ten business days of the meeting.
- 7.4 The costs of holding meetings under clause 7 will be shared equally between the parties.

8 Dispute resolution

- 8.1 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.
- 8.2 Within five business days of receipt of a notice of dispute, senior officers of each party will meet to discuss the dispute.
- 8.3 If the senior officers are unable to resolve the dispute, chief executive officers of the parties will meet within five business days to attempt to resolve the dispute.
- 8.4 If the chief executive officers of the parties are unable to resolve the dispute, the dispute will be referred for conciliation to the IAMA in accordance with the *Conciliation Rules* of the IAMA.
- 8.5 If the conciliation process is unsuccessful, the dispute will be referred to the Courts of NSW, for determination. The parties agree any such determination will be binding on them.
- 8.6 Meetings under clause 8 may be held by telephone.

Executed as an agreement

Rail infrastructure manager(s):

Executed for and on behalf of the
Oberon Tarana Heritage Railway Inc

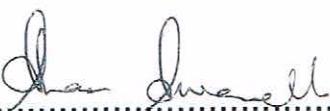
by:

in the presence of:



J. Parker
.....
PARKER PUBLIC OFFICER

Authorised signatory

.....

Sharon Swannell - Executive
Authorised signatory Assistant

Executed for and on behalf of Oberon
Council

by:

in the presence of:



.....
ALAN CAIRNEY - GENERAL
Authorised signatory MANAGER .

.....

ARUNA WICKRAMASINGHE - DIRECTOR OF
Authorised signatory ENGINEERING

Schedule 1

List of rail or road crossings (clause 3.1)

Name of rail or road crossing	Street location of rail or road crossing	Rail network location of rail or road crossing	Description	Rail infrastructure manager responsible	Roads authority responsible
Crossing #1 Albion Street	Albion Street adjacent to Lowes Mount Road	Oberon to Tarana crossing #1	Ungated level crossing	Oberon Tarana Heritage Railway Inc	Oberon Council
Crossing #2 Lowes Mount Road	Lowes Mount Road immediately north of Albion Street	Oberon to Tarana crossing #2	As above	As above	As above
Crossing #5 Clover Lane	Adjacent to Junction of Lowes Mt Road and Clover Lane	Oberon to Tarana crossing #5	As above	As above	As above
Crossing #7 Rutter's Ridge Road	Adjacent to Junction of Lowes Mt Road and Rutter's Ridge Road	Oberon to Tarana crossing #7	As above	As above	As above
Crossing #9 Oberon Council Garbage Tip	Adjacent to Junction of Lowes Mt Road and Tip access road	Oberon to Tarana crossing #9	As above	As above	As above
Crossing #10 Council Property Access	Paddock access to Lowes Mt Road	Oberon to Tarana crossing #10	As above	As above	As above
Crossing #12 Black Bullock Road	Intersection of Black Bullock and Lowes Mt Roads	Oberon to Tarana crossing #12			

Schedule 2**List of interface agreements superseded by this agreement (clause 3.4)**

Date of agreement	Description/title of agreement	Parties to agreement
Nil	Nil	Nil

Schedule 3

Identification, assessment and management of risk (clause 4)

ACTION BY KEY: PR= President, OM= Operations Manager, SM= Systems Manager, SEC= Secretary, PO= Public Officer, TM= Track Manager, FM= Finance Manager, IM= Infrastructure Manager, RM=Rolling stock Manager, TL=Team Leader, DR=Team Leader, OB=Observer

Risk No.	Hazard	Risk	Inherent Risk	Controls			Residual Risk		Finding: Issues? Problems? Adopt?	Action By	When	
				L'hd.	Cons	Risk	How could it be fixed?	L'hd.	PEC	Risk		
Crossing #1 Abion St												
1	Collision with Road Vehicle	Injury to vehicle driver and/or passengers Damage to property	3	4	7	All warning signs are in place. Train stops at level crossing.	Driver and Observer ensures that all traffic is stopped and there is no approaching traffic. Driver sounds horn and proceeds, with care, at 5kph till clear of crossing	1	3	4	Adopt	DR OB OM
2	Collision with pedestrian or bike rider	Injury to person Damage to bike	1	5	6	All warning signs are in place. Train stops at level crossing.	Driver and Observer ensures that no pedestrians or bike riders are moving. Driver sounds horn and proceeds at 5kph till clear of crossing	1	2	3	Adopt	DR OB OM
During operation												

Risk No.	Hazard	What can go wrong?	Risk	Inherent Risk			Controls			Residual Risk			Finding: Issues? Problems? Adopt?			Action By			
				L'hd.	Cons	Risk	How could it be fixed?			L'hd.	PEC	Risk	1	1	2	Adopt	DR OB OM	Prior and during operation	When
3	- Signage damaged	Vehicle driver/pedestrian unaware that train in operation Vehicle driver/pedestrian unaware that they have to give way to train. Driver/pedestrian collides with train.	3	4	7	All signage set and inspected prior to train operations. Inspection crew to carry spare signage to replace any damaged signs. No trains will run prior to inspection.				1	1	2					DR OB OM	Prior and during operation	
4	Crossing not clear or damaged	Loco could derail and damage itself and other infrastructure. Operations staff could be injured Crossing could be damaged restricting further operations Locomotive could hit obstruction.	1	4	5	Track inspection carried out before train operations and inspects for damage. Train has stopped at crossing prior to crossing. Any obstruction or damage is visible to driver and observer.				1	2	3					DR OB OM	Prior and during operation	
Crossing #5–Clover Lane																			
1	Light traffic Pedestrian and cycle traffic have access to crossing	Injury to pedestrians or cyclists	1	5	6	Erect fence between walking/cycle track Warning signs to be erected on walk/cycle track Very visible crossing Train limited to 5kph				1	1	2	Adopt Council needs to fix fence and erect warning signs on track.				DR OB OM	Prior and during operation	
2	Collision with Road Vehicle	Injury to vehicle driver and/or passengers Damage to property	2	4	6	All warning signs are in place. Train stops at level crossing. Driver and Observer ensures that all traffic is stopped Driver proceeds at 5kph till clear of crossing				1	2	3	Adopt.				DR OB OM	Prior and during operation	

Risk No.	Hazard What can go wrong?	Risk What could happen?	Inherent Risk L'hd. Cons	Controls How could it be fixed?		Residual Risk L'hd. PEC Risk		Finding: Issues? Problems? Adopt? By	Action When
				L'hd.	Risk	PEC	Risk		
Crossing #7–Rutters Ridge Road									
1	Light traffic Collision with Pedestrian and cycle traffic	Injury to pedestrians or cyclists	1	5	6	Erect fence between walking/cycle track Warning signs to be erected on walk/cycle track Very visible crossing Train limited to 5kph	1	1	2
2	Collision with Road Vehicle	Injury to vehicle driver and/or passengers Damage to property	2	4	6	All warning signs are in place. Train stops at level crossing. Driver and Observer ensures that all traffic is stopped Driver proceeds at 5kph till clear of crossing	1	2	3
Crossing #9–Garbage Tip									
1	Collision with traffic Collision with Pedestrian and cycle traffic	Damage to property Injury to pedestrians or cyclists	1	5	6	Erect fence between walking/cycle track Warning signs to be erected on walk/cycle track Very visible crossing Train limited to 5kph	1	1	2
2	Collision with Road Vehicle	Injury to vehicle driver and/or passengers Damage to property	2	4	6	All warning signs are in place. Train stops at level crossing. Driver and Observer ensures that all traffic is stopped Driver proceeds at 5kph till clear of crossing	1	2	3

Risk No.	Hazard <i>What can go wrong?</i>	Risk <i>What could happen?</i>	Inherent Risk			Controls <i>How could it be fixed?</i>		Residual Risk		Finding: <i>Issues? Problems? Adopt?</i>		Action By	When
			L'hd.	Cons	Risk	L'hd.	PEC	Risk	DR	OB	OM		
Crossing #10–Council Property Access													
1	No traffic Collision with Pedestrian and cycle traffic	Injury to pedestrians or cyclists	1	5	6	Erect fence between walking/cycle track Warning signs to be erected on walk/cycle track Very visible crossing Train limited to 5kph	1	1	2	Adopt Council needs to fix fence and erect warning signs on track.	DR OB OM	Prior and during operation	
Crossing #12–Black Bullock Road													
1	Light traffic Collision with Pedestrian and cycle traffic	Damage to traffic Injury to pedestrians or cyclists	1	5	6	Erect fence between walking/cycle track Warning signs to be erected on walk/cycle track Very visible crossing Train limited to 5kph	1	1	2	Adopt Council needs to fix fence and erect warning signs on track.	DR OB OM	Prior and during operation	
2	Collision with Road Vehicle	Injury to vehicle driver and/or passengers Damage to property	2	4	6	All warning signs are in place. Train stops at level crossing. Driver and Observer ensures that all traffic is stopped Driver proceeds at 5kph till clear of crossing	1	2	3	Adopt.	DR OB OM	Prior and during operation	

SIGNATURE SHEET - Risk Assessment for: ...Train movement across Rail or Road Crossings ...

		Consequence (Cons) - NO Control/s				
		Not Significant 1	Minor 2	Moderate 3	Major 4	Extreme 5
5 ALMOST CERTAIN	L 1	MEDIUM 6	HIGH 7	VERY HIGH 8	VERY HIGH 9	VERY HIGH 10
4 LIKELY	K E L 1	LOW 5	MEDIUM 6	HIGH 7	VERY HIGH 8	VERY HIGH 9
3 POSSIBLE	H 1 O 0	LOW 4	LOW 5	MEDIUM 6	HIGH 7	VERY HIGH 8
2 UNLIKELY	O 0 D	VERY LOW 3	LOW 4	LOW 5	MEDIUM 6	HIGH 7
1 RARE (L'hd)	D 1	VERY LOW 2	VERY LOW 3	LOW 4	LOW 5	MEDIUM 6
		Most Effective 1	Very Effective 2	Moderately Effective 3	Not Very Effective 4	Least Effective 5
RATINGS IN ALL FIELDS						
Higher Numbers are an <u>undesirable</u> level.						
Risk Level is the sum of the Likelihood and Probable Effectiveness of Control/s						
High		- Prompt Action Required (Intolerable) - Unacceptable (Intolerable)				
Medium		- Proceed with Caution				
Low		- Plan for corrective action				
Very Low		- Acceptable				
RISK LEVEL 8 - 7 4 - 5 2 - 3						

Schedule 4

Communications – contact list (clause 7)

Party	Address for notices	Contact details for meetings and reports	Contact details for emergencies, occurrences and incidents
Rail infrastructure manager(s):			
<i>[Insert name of rail infrastructure manager]</i>	<i>Insert name or position of contact, name of organisation, address, telephone and facsimile numbers</i>	<i>Insert name or position of contact, name of organisation, address, telephone and facsimile numbers</i>	<i>Insert name or position of contact, name of organisation, address, telephone and facsimile numbers</i>
<i>[Insert name of rail infrastructure manager]</i>	<i>Insert name or position of contact, name of organisation, address, telephone and facsimile numbers</i>	<i>Insert name or position of contact, name of organisation, address, telephone and facsimile numbers</i>	<i>Insert name or position of contact, name of organisation, address, telephone and facsimile numbers</i>
<i>[Insert name of rail infrastructure manager]</i>	<i>Insert name or position of contact, name of organisation, address, telephone and facsimile numbers</i>	<i>Insert name or position of contact, name of organisation, address, telephone and facsimile numbers</i>	<i>Insert name or position of contact, name of organisation, address, telephone and facsimile numbers</i>

Party	Address for notices	Contact details for meetings and reports	Contact details for emergencies, occurrences and incidents
Roads authority(ies):			
<i>[insert name of roads authority]</i>	<i>Insert name or position of contact, name of organisation, address, telephone and facsimile numbers</i>	<i>Insert name or position of contact, name of organisation, address, telephone and facsimile numbers</i>	<i>Insert name or position of contact, name of organisation, address, telephone and facsimile numbers</i>
<i>[insert name of roads authority]</i>	<i>Insert name or position of contact, name of organisation, address, telephone and facsimile numbers</i>	<i>Insert name or position of contact, name of organisation, address, telephone and facsimile numbers</i>	<i>Insert name or position of contact, name of organisation, address, telephone and facsimile numbers</i>
<i>[insert name of roads authority]</i>	<i>Insert name or position of contact, name of organisation, address, telephone and facsimile numbers</i>	<i>Insert name or position of contact, name of organisation, address, telephone and facsimile numbers</i>	<i>Insert name or position of contact, name of organisation, address, telephone and facsimile numbers</i>