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| Interface Agreement  For Railway crossing and Grade Separated Interfaces |
|  |
|  |
| Between  <*Insert Rail Authority*>  And  <*Insert Road Authority*> |
|  |
|  |

# Table of Contents

[Execution Page](#_Toc491260418)

[Document Control](#_Toc491260419)

[Document Distribution List](#_Toc491260420)

[Amendment Register](#_Toc491260421)

[1. Background & Purpose](#_Toc491260422)

[Term of This Agreement](#_Toc491260423)

[2. Section 2](#_Toc491260424)

[3. Definitions](#_Toc491260425)

[4. General Requirements](#_Toc491260426)

[4.1 Commitment of Parties](#_Toc491260427)

[4.2 Functional Areas Involved for Each Organisation](#_Toc491260428)

[4.3 Interface](#_Toc491260429)

[5. Risk Management](#_Toc491260430)

[6. Management of Infrastructure](#_Toc491260431)

[6.1 Condition Monitoring and Maintenance](#_Toc491260432)

[6.2 Major Changes to Infrastructure at the Interface](#_Toc491260433)

[6.3 Notification of Maintenance](#_Toc491260434)

[6.4 Emergency Repairs by Road Authority](#_Toc491260435)

[6.5 Material Changes to Usage of the Interface](#_Toc491260436)

[7. Emergency Management](#_Toc491260437)

[7.1 Emergency Response](#_Toc491260438)

[7.2 Incident Management](#_Toc491260439)

[7.3 Notification of Incidents between all Parties](#_Toc491260440)

[7.4 Regulatory Reporting](#_Toc491260441)

[7.5 Investigation](#_Toc491260442)

[7.6 Preservation of Evidence](#_Toc491260443)

[7.7 Access Rights](#_Toc491260444)

[8. Personnel Management](#_Toc491260445)

[8.1 Competency](#_Toc491260446)

[8.2 Health and Fitness](#_Toc491260447)

[8.3 Drug and Alcohol Policy](#_Toc491260448)

[9. Dispute Resolution](#_Toc491260449)

[10. Change in Ownership](#_Toc491260450)

[11. Asset Life Cycle](#_Toc491260451)

[12. Engineering & Operational Compatibility](#_Toc491260452)

[13. Consultation & Review of this Agreement](#_Toc491260453)

[14. Safe Access by Other Parties](#_Toc491260454)

[15. Compliance and Auditing](#_Toc491260455)

[15.1 Responsibility for Maintaining & Monitoring Compliance](#_Toc491260456)

[15.2 Reporting Instances of Non Compliance](#_Toc491260457)

[15.3 Safety Auditing Compliance](#_Toc491260458)

[15.4 Review of Compliance Requirements](#_Toc491260459)

[15.5 Reciprocal Inspections and Audits](#_Toc491260460)

[16. Defined Interface Points](#_Toc491260461)

[17. Organisation Specific Information](#_Toc491260462)

[18. Site Specific Information](#_Toc491260463)

[Appendix 1](#_Toc491260464)

[Infrastructure Demarcation of Responsibilities](#_Toc491260465)

[Bridge Responsibilities](#_Toc491260466)

[At-Grade Pedestrian Crossings](#_Toc491260467)

[Supporting Diagrams/Photos (Examples)](#_Toc491260468)

# Execution Page

This Agreement is signed and witnessed on behalf of <*Insert Rail Authority*> by the following authorised representative(s):

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

SIGNED

***Insert Name***

***Insert Title***

Date: \_\_\_/\_\_\_/\_\_\_\_\_

This Agreement is signed and witnessed on behalf of <*Insert Road Authority*> by the following authorised representative(s):

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

SIGNED

***Insert Name***

***Insert Title***

Date: \_\_\_/\_\_\_/\_\_\_\_\_

This Agreement is executed by the <*insert council name*> by <insert name of delegate> pursuant to an Instrument of Delegation dated <insert date of delegation>

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

SIGNED

***Insert Name***

***Insert Title***

Date: \_\_\_/\_\_\_/\_\_\_\_\_

OR

This Agreement is executed by the <insert council name> <insert council’s sealing clause>

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

# Document Control

## Document Distribution List

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| Controlled Copy Number | **Position** | **Organisation** |
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## Amendment Register

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| **Page number** | **Revision number** | **Date of revision** | **Amendment details** |
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# Background & Purpose

**Purpose**

Part 3, Division 6 of the *Rail Safety National Law (Victoria)* obliges Rail Infrastructure Managers and Road Authorities to identify and assess and manage, so far as is reasonably practicable, risks to safety that may arise from railway operations carried out on or in relation to rail infrastructure wholly or partly because of the existence of any rail or road crossing that is part of a road.

The Parties recognise the need for an open and collaborative approach to identifying, assessing and managing risks to safety associated with interfaces and commit to fully co-operate with each other in all aspects of that need.

**This Agreement:**

* sets out an agreed framework within which the Parties will give their commitment to the co-operative management of safety risks;
* to the extent that this Agreement relates to the management of the interface, it is the Interface Agreement for the purpose of the Rail Safety Legislation;
* defines the interface boundaries between the Parties; and
* describes the responsibilities of the Parties relating to the interface, and provides the mechanism to jointly manage risks for the safe operation of rail movements and road and pedestrian traffic at that interface.

Interface Agreements may be revised at any time and are considered a living document.

## Term of This Agreement

1. This Agreement commences on the date the agreement is executed by all Parties and continues indefinitely until terminated by a Party.
2. A Party may terminate this Agreement by giving the other Parties no less than three months’ written notice.
3. Subject to clause 1.4, if this Agreement is terminated in accordance with 1.2, the Parties agree to negotiate in good faith to enter into a replacement Interface Agreement prior to the expiry date of this Agreement.
4. A replacement Interface Agreement is not required to be entered into if:
   1. a Railway Crossing or a road crossing is permanently closed; or
   2. a railway line is permanently closed.

**Specification of Boundaries and Responsibilities**

All demarcation boundaries and responsibilities applicable to this Agreement are listed in Appendix 1.

# Section 2

**Section 2 intentionally blank.**

# Definitions

For the purpose of this Agreement, the following definitions apply:

**Agreement** Means this Interface Agreement

**ALCAM** Australian Level Crossing Assessment Model – tool used in the safety assessment of railway crossings

**Bicycle Path** a length of path beginning at a bicycle path sign or bicycle path road marking, and ending at the nearest of the following:

1. an end bicycle path sign or end bicycle path road marking;
2. a separated footpath sign or separated footpath road marking;
3. a road (except a road related area);
4. the end of the path;

**Crib** Pedestrian maze/enclosure

**Danger Zone** All space within 3m horizontally from the nearest rail and any distance above or below this 3m envelope

**Grade Separated Interface** Includes road and rail bridges, and pedestrian subways and footbridges

**Interface** Railway crossing, grade separated crossing, pedestrian crossing or other configuration of road and rail infrastructure that may create a risk to safety

**Municipal Road Authority**  The coordinating road authority and the responsible road authority for municipal roads, and the responsible road authority with respect to arterial roads in the areas defined in section 37 of the Road Management Act 2004

**MTM** Metro Trains Melbourne Pty Ltd

**MTM Lease area** All electrified lines and those non-electrified lines defined in the MTM Infrastructure lease

**Notifiable Occurrence** An incident that must be reported to the appropriate government regulatory authorities within the timeframe as legislated

**Party** One of the organisations who are a signatory to this Agreement

**Parties** All organisations who are a signatory to this Agreement

**Primary Road Manager** The road authority that manages the road that forms an interface

**Rail Safety Legislation** Refers to the Rail Safety National Law (Victoria)  and the Rail  Safety (Local Operations) Act  2006.

**Rail Safety Workers** As defined in the Rail Safety Legislation – means a person who has carried out, is carrying out or is about to carry out, rail safety work and includes:

1. A person who is employed or engaged by a rail operator to carry out rail safety work
2. A person engaged by a person (other than by a rail operator) to carry out rail safety work
3. A trainee
4. A volunteer

**Rail Infrastructure Manager** The Rail Infrastructure Manager is responsible for management of the rail infrastructure on its rail network

**Railway Crossing** (a)an area where a road and railway tracks cross at substantially the same the same level, whether or not there is a level crossing sign on the road at all or any of the entrances to the area; or

(b) an area where a road and tramway tracks cross at substantially the same level and that has a level crossing sign on the road at each entrance to the area

**Secondary Road Manager** A manager of a road which does not cross the interface, but connects with a road that does form an interface, and either has some risk management measures such as advance warning signage, or connects in such a way as to result in a substantive risk to the operation of the railway, or that is responsible for assets as defined in the Demarcation Guidelines (Appendix 1)

**Separated Footpath** A length of footpath beginning at a separated footpath sign or separated footpath road marking, and ending at the nearest of the following:

1. an end separated footpath sign or end separated footpath road marking;
2. a no bicycles sign or no bicycles road marking;
3. a road (except a road related area);
4. the end of the footpath;

**SFAIRP** Means ‘So Far As Is Reasonably Practicable’ as required by Rail Safety legislation

**Shared Path** A shared path is an area open to the public (except a separated footpath) that is designated for, or has as one of its main uses, use by both the riders of bicycles and pedestrians, and includes a length of path for use by both bicycles and pedestrians beginning at a shared path sign or shared path road marking and ending at the nearest of the following:

1. an end shared path sign or end shared path road marking;
2. a no bicycles sign or no bicycles road marking;
3. a bicycle path sign or bicycle path road marking;
4. a road (except a road related area within the meaning of Rule 13 of the Road Safety Road Rules 2017);
5. the end of the path

**State Road Authority** The coordinating road authority and the responsible road authority for the whole of the road reserve of a freeway, the coordinating road authority for an arterial road, and the responsible road authority with respect to the parts of an arterial road in accordance with section 37 of the Road Management Act 2004

**Structure Manager** The organisation responsible for the maintenance of a structure or Grade Separated Interface following its construction or asset transfer

**SMS** Safety Management System

**Third Party** Any party which is not a Party

**User** A person who uses the interface

# General Requirements

### Commitment of Parties

Each Party agrees that;

* It will work co-operatively with the other Parties, and with Third Party entities whose activities may give rise to risks at or near road-rail crossings, in identifying and assessing risks at road-rail crossings and in developing, implementing and monitoring measures to manage these risks.
* It will carry out the identification, assessment, allocation and management of risk in accordance with risk management principles SFAIRP.
* It commits to continuing management of the interface.

### Functional Areas Involved for Each Organisation

The functional areas involved for each Party include infrastructure maintenance, and road/rail traffic management.

### Interface

Interfaces to which this Agreement applies include at-grade railway crossings and Grade Separated Interfaces as specified in Section 16 *Defined Interface Points* (including associated infrastructure) and as updated in accordance with Section 16 of this document.

# Risk Management

The purpose of risk management is to identify potential hazards, latent and active contributing factors to potential accidents and incidents in order to identify and implement a hierarchy of controls for these contributing factors.

The Parties will ensure that a risk management process is established, implemented and maintained in accordance with appropriate risk management standards and that the outcomes of the risk management process are reported to their respective management for review and used as a basis for improvement.

Pursuant to the Rail Safety Legislation, the Parties are required to incorporate the principle of risk elimination and reduction SFAIRP into their respective procedures, practices and internal standards.

The Parties each have the responsibility of ensuring potential risks to safety are managed and controlled appropriately.

For the purposes of applying commonality without sacrificing risk management principles the following is to apply –

* utilisation of generic risks and controls applicable to all interfaces;
* utilisation of current ALCAM railway crossing assessments and other site specific safety audits and inspections to assist in determining controls as required; and
* carrying out of further risk assessments as required at interfaces to assess risks not covered above.

Specifically, any risk assessment shall record –

* the context of the risk assessments;
* the identified risks to safety;
* details of risk assessments;
* measures to manage safety risks;
* the Party responsible for implementation, maintenance and monitoring of the safety risk management measures; and
* the timetable for implementation of safety risk management measures.

Risk and control measure prioritisation, methodologies for assigning levels of likelihood and consequence, perceptions of risks, ongoing communication and consultation should be included in risk assessments.

The Parties are obliged to consult with their affected employees and contractors on the risks and their controls, and to communicate these risks and their controls effectively to their affected employees and contractors.

The Parties should consider if there are common risks or trends across multiple interfaces and develop, implement and monitor measures to manage these risks.

# Management of Infrastructure

### Condition Monitoring and Maintenance

Rail Infrastructure Managers are responsible for the management and maintenance of their managed track and associated infrastructure as specified in the Demarcation of Responsibilities document in Appendix 1.

Road Authorities are responsible for the management of specified road infrastructure as indicated in the Demarcation of Responsibilities document in Appendix 1.

The Parties shall;

* Establish and maintain processes to monitor the condition of their respective networks for the purpose of identifying operational and maintenance requirements
* Engage in co-operative arrangements to review the road-rail interfaces on a periodic basis
* Freely share information relevant to interface management; and
* Jointly assess any requirement for treatment of road-rail interfaces.

In addition, each Party shall have in place risk management procedures that will control risks to all Parties including road and rail users during maintenance activities.

### Major Changes to Infrastructure at the Interface

Rail Infrastructure Managers are responsible for the management of construction, upgrades or decommissioning of their managed track and associated infrastructure as specified in the Demarcation of Responsibilities document in Appendix 1.

Road Authorities are responsible for the management of construction, upgrades or decommissioning of specified road infrastructure as indicated in the Demarcation of Responsibilities document in Appendix 1.

The Party initiating plans for the construction, upgrade or decommissioning of an interface will advise the other Parties of the proposal at the stage it has received concept design approval in line with each Party’s notification and infrastructure access requirements.

The initiating Party will then be responsible for processes to monitor that each Party performs its role in meeting the following requirements:

* Consult with relevant stakeholders on the appropriate design standards to be used
* Risk analysis involving appropriate stakeholders is carried out for each phase and results provided to them. Assessment is to include identification of adverse impacts of the proposed change on other infrastructure and services at the interface and proposed remedial actions. Details of the risk assessment are to be recorded in the project safety plan
* Planning and design processes, including necessary approvals and stakeholder consultation are completed and outputs, to the agreed standard, are agreed by the Parties before construction begins
* Agreed designs meet reasonable requirements for economy of construction and maintenance.
* Construction and implementation work is completed according to the agreed plans and timetable; and
* All infrastructure and services at the interface are inspected before changes are commissioned for use.

### Notification of Maintenance

Wherever practicable, any inspections, information gathering or analysis shall be carried out in accordance with existing practices of the respective organisations.

Before Partiescommence any routine maintenance or minor change to infrastructure or services at the interface which is likely to materially affect the other Parties or the safe operation of the road-rail network, they shall provide advance notice of times (as prescribed in each of the Parties company procedures/SMS) and dates of commencement of work and liaise to minimise any adverse impacts.

### Emergency Repairs by Road Authority

The Rail Infrastructure Manager recognises that at times, the Road Authority’s standards require short response times to the repair of road defects at interfaces. The Rail Infrastructure Manager will endeavour as far as is safely possible to comply with short notice requests by the Road Authority to access the Danger Zone.

### Material Changes to Usage of the Interface

Material changes to the usage of an interface will be jointly monitored and reported to each Party.

Changes in usage may require a review of the risk assessment previously carried out as new hazards may be present and new controls required.

These changes may arise from things such as:

* increased rail traffic or road traffic (for example arising from land developments or change in land use)
* temporary changes such as traffic diversions
* change of road designation to B double or oversize vehicle routes
  1. **Changes to Traffic Control Devices**

Prior to the use of any traffic control devices or changes to existing devices within the road reserve, rail infrastructure managers must obtain the appropriate consent for works in accordance with the Road Management Act 2004 (Vic), and authorisation (where applicable) from the coordinating road authority (a Memorandum of Authorisation (**MoA**)), in accordance with Regulation 11 of the Road Safety (Traffic Management) Regulations 2009 (Vic).

# Emergency Management

### Emergency Response

In an emergency situation contact shall be made with Emergency Services by telephone dialling emergency services via 000, and by then contacting the Relevant Infrastructure Manager

### Incident Management

Each Party will manage incidents wholly within its area of responsibility in accordance with their incident management plan.

Incidents affecting the track or related infrastructure/rail operations across the interface shall be managed jointly and cooperatively by the Parties.

### Notification of Incidents between all Parties

If Parties become aware of an incident likely to affect infrastructure, operations or safety relating to the interface, all measures must be taken to ensure that the other Parties are advised as soon as possible.

### Regulatory Reporting

Under the terms of its accreditation, Rail Infrastructure Managers shall report Notifiable Occurrences to the appropriate State Rail Regulator with which it holds accreditation.

### Investigation

Investigations into incidents shall be in accordance with Rail Safety Legislation and shall be carried out jointly by the affected Parties where appropriate.

### Preservation of Evidence

Each Party reserves the right to undertake timely inspection of any infrastructure or rolling stock damaged as a result of an incident prior to any restoration of operations that may destroy evidence required for an investigation.

### Access Rights

Each Partyshall develop access protocols to each other’s managed land for emergency situations.

# Personnel Management

### 8.1 Competency

Each Party shall ensure that its workers carrying out activities in relation to the interface point comply with the relevant safe working procedures, rules and policies developed by the Party or as detailed in their organisation specific conditions or SMS. Such procedures, rules and policies must be consistent with the Party’s obligations under, as applicable, the Rail Safety Legislation, the Road Management Act 2004 (Vic) and any other applicable Act or regulation.

### 8.2 Health and Fitness

Where required under the Rail Safety Legislation, the Parties shall ensure their respective workers carrying out activities at and about the interface areas are fit for duty and medically assessed as competent to perform the allocated tasks

### 8.3 Drug and Alcohol Policy

Where required under Rail Safety Legislation, the Parties shall ensure their respective workers carrying out activities at and about the interface areas are conversant with and comply with drug and alcohol policies of the respective organisation.

# Dispute Resolution

The Parties agree that any dispute arising out of the interpretation of this Agreement, or as to whether a Party has failed to satisfy any of its obligations under this Agreement, will be dealt with as follows;

* Firstly, the Party claiming that there is a dispute will send to the other Party’s representative, a notice setting out the nature of the dispute;
* Within 7 days, the Party receiving the notice will acknowledge receipt in writing and identify its representative who will use their best endeavours to resolve the dispute. The representatives will try to resolve the dispute by direct negotiation, including by referring the matter to persons who may have authority to intervene and direct some form of resolution;
* If there is no resolution or agreement within 28 days, the dispute will be referred to the respective Chief Executive Officer or equivalent of each Party for further direction.
* Where disputes relating to similar matters have previously been referred to the Chief Executive Officers, the Parties will develop additional protocols intended to systemically address the issue.

Notwithstanding any dispute between the Parties, the Parties will continue to perform their obligations under this Agreement.

# Change in Ownership

It is noted that where there is a change in the Parties, there is a statutory obligation for the remaining Parties and the new Party to enter into a new Interface Agreement.

# Asset Life Cycle

This Agreement covers all life cycle aspects of the interface including design, installation, operation, monitoring, maintenance, modification, decommissioning and disposal.

# Engineering & Operational Compatibility

Through consultation, the Parties are committed to ensuring that appropriate safety, operational and engineering standards are applied across the interface.

# Consultation & Review of this Agreement

The Parties shall liaise with each other regarding any alteration to infrastructure, procedure or circumstance that might have impact on the safety or access arrangements between the Parties in relation to the interface and this Agreement shall be amended accordingly.

Notwithstanding the above, this Agreement will be reviewed by the Parties at least every five years or when required by legislation. A Party may request by notice to the other Parties a review of this Agreement at any time. The review should commence within 2 months of receipt of the notice.

Any Amendments to this Agreement during reviews must be noted in the “Amendment Register” of this document.

# Safe Access by Other Parties

The Parties agree that a Party may make use of third parties under contract or otherwise, to deliver any aspect of its operational or infrastructure obligations at or adjacent to the interface. References to the Parties are deemed to include these Parties where appropriate.

The Parties will ensure that any Third Party working at the interface is fully informed as to the requirements of the locality including any required accreditation, documentation, training, site induction or similar provisions. In particular third parties must be made aware of the requirements relating to working in the “Danger Zone”.

The Parties will require that their respective contractors and subcontractors comply with this Agreement when engaged in works to which this Agreement relates.

# Compliance and Auditing

### Responsibility for Maintaining & Monitoring Compliance

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

If owing to emergencies, it is not possible to comply with this Agreement, every effort shall be made by the non-complying Party to consult on the best course of action to ensure the safest conduct of activities at the interface.

Works on either infrastructure must meet the required safety rules and regulations of the maintainer of that infrastructure.

### Reporting Instances of Non Compliance

Instances of non-compliance shall be brought to the attention of relevant compliance divisions of the Parties to be dealt with in accordance with the procedures of each Party.

### Safety Auditing Compliance

Under the terms of its accreditation, the Rail Infrastructure Manager is required to conduct regular safety audits to ensure compliance. All Parties will fulfil their duties under Part 4, Division 4A of the Road Management Act 2004.

### Review of Compliance Requirements

Review of compliance requirements shall be conducted in association with review of this Agreement or on the request of one or more of the Parties.

### Reciprocal Inspections and Audits

In the event the Parties agree that there is an issue adversely affecting safety regarding the interface, the Parties shall allow relevant reciprocal inspections or audits to be undertaken to facilitate remedial action.

# Defined Interface Points

# Organisation Specific Information

# Site Specific Information

# Appendix 1

# Infrastructure Demarcation of Responsibilities

|  | **Asset** | **Responsible for maintenance, operation of the asset** | **Responsible for construction** | **Comments** |
| --- | --- | --- | --- | --- |
| 1. | Aerial cabling over rail section of road reserve | Asset Owner responsible for aerial cabling | Asset Owner responsible for aerial cabling | VicTrack responsible for access licences and leases |
| 2. | Communication Links - Communication to active advanced warning signs (see Diagram 1) | Rail/VicRoads | Rail | AAWS, as previously installed by VicTrack, as a part of the railway crossing upgrade program |
| 3. | Communication Links - Communication to flashing lights at crossing (RX-5) from rail track sensors | Rail | Rail |  |
| 4. | Communication Links - Rail Communications (to boom gates, RX-5) | Rail | Rail |  |
| 5. | Communication links – Rail control cabling (track circuit) up to the rail signal control box when traffic signals are linked to the operation of the boom barriers | Rail | Rail | To interface point |
| 6. | Communication links – Road cabling up to the rail signal control box when traffic signals are linked to the operation of the boom barriers | VicRoads | Rail | May be installed as part of a railway crossing upgrade (Rail) |
| 7. | Communication links - Train detection equipment up to the rail signal control box | Rail | Rail |  |
| 8. | Crash protection barriers - At grade longitudinal crash protection along the road reserve approaching the crossing including end crash protection (crash cushions, bollards) | Road | Road |  |
| 9. | Crash protection barriers - Longitudinal road safety barriers along road on approach to, and over, road over rail bridges (Armco guard rail) |  |  |  |
|  | * The road safety barrier on approach and up to a road bridge where not connected to bridge (see Diagram 2) | Road | Road |  |
|  | * The bridge barrier which is connected to the bridge (See Diagram 3) | Bridge maintainer (see *Bridge Responsibilities* below) | Bridge maintainer (see *Bridge Responsibilities* below) |  |
|  | * Where the road safety barrier is connected to the bridge and has a standard run off detail (see Diagram 4) | Bridge maintainer (see *Bridge Responsibilities* below) | Bridge maintainer (see *Bridge Responsibilities* below) |  |
|  | * Where the road safety barrier is not connected to the bridge and just passes over it (see Diagram 5) | Road | Road |  |
| 10. | Crash protection barriers - Longitudinal crash protection beams (yellow - across the road) on rail over road bridges | Rail | Project Initiator |  |
| 11. | Crash protections barriers within rail reservation - for primary warning devices (Chevron, RX9 sign, railway signals etc.) | Rail | Rail |  |
| 12. | Pedestrian Crossings - Stand alone | Rail | Rail |  |
| 13. | Pedestrian Crossings – Fencing and pavement associated with or attached to a pedestrian crossing which is located alongside a road crossing | Rail (Crib to Crib)  Road (other pavement and fencing) | Rail (Crib to Crib)  Road (other pavement and fencing | This Agreement excludes fencing along the rail corridor. |
| 16. | Rail boom gates, flashing lights and bell warning assemblies (RX-5) | Rail | Project Initiator |  |
| 17. | Rail track and associated infrastructure | Rail | Rail |  |
| 18. | Road - Kerb and channel along road | Road | Road | Outside 3.0m (as per road pavement) |
| 19. | Road – Line marking and pavement markings on roadway approaching the railway crossing, including Stop or Give Way holding line | Road | Road, or Rail as part of a railway crossing upgrade | Includes Rail-X markings, dividing lines, lane lines, edge lines, and associated raised pavement markers. |
| 20. | Road – Line marking and pavement markings within the railway crossing, including any yellow box marking (YBM) | Rail (if on MTM network)  Road (if on non-MTM rail networks) | Rail (if on MTM network)  Road (if on non-MTM rail networks) | For Regional Vic - Road authority to be consulted and advised of their maintenance responsibilities prior to markings being made. |
| 21. | Road - Pavement greater than 3.0 metres from the outer rail (See Note 2) | Road | Road |  |
| 22. | Road – Pavement less than 3.0 metres from outer edge of the rail (See Note 2) | Rail | Rail |  |
| 23. | Structures – pier protection for rail bridges over roads | Road/Rail | Road/Rail | As agreed between the stakeholders |
| 24. | Structures – road over rail bridges | Structure Manager | Project Initiator | See explanatory notes under ‘Bridge Responsibilities’ below and refer to section 16 |
| 25. | Structures– rail bridges over roads | Rail | Project Initiator |  |
| 26. | Structures – pedestrian bridges over rail lines | Structure Manager | Project Initiator | See explanatory notes under ‘Bridge Responsibilities’ below and refer to section 16 |
| 27. | Structures – pedestrian underpasses at railway stations(subways) | Rail | Rail | See explanatory notes under ‘Bridge Responsibilities’ below |
| 28. | Structures – pedestrian underpasses in between railway stations – structural integrity (subways) | Rail | Project Initiator | See explanatory notes under ‘Bridge Responsibilities’ below |
| 29. | Structures - Running surface across road bridges (including footpaths) | Road | Road |  |
| 30. | Structures - Height clearance signs on rail-over-road bridges | Rail (at bridge)  Road (advance warning) | Rail |  |
| 31. | Road vehicle height detection equipment and/or associated warning lights | Rail (if attached to the bridge)  Road (if it is separate to the bridge) | Project Initiator |  |
| 32. | Street lighting to illuminate railway crossing | Road/Rail | Road/Rail | Rail responsibility unless the lighting is connected to street power. |
| 33. | Street lighting to illuminate road, attached to underside of rail-over-road bridge | Road/Rail | Road/Rail | Rail responsibility unless the lighting is connected to street power. |
| 34. | Lighting to illuminate rail track | Rail | Rail | Including lighting at stand alone pedestrian crossings |
| 35. | Major Traffic Control items – approvals for Traffic Signals, Stop and Give Way signs | Road | Road |  |
| 36. | Signs - Advance warning signs (including AAWS) advising motorists of railway crossings ahead, including railway crossings on side roads | Road - the authority that maintains the road where the sign is positioned | Rail | Changes generally only made as part of railway crossing upgrades |
| 37. | Trams - Road pavement less than 0.5m from the outer edge of each tram track | Rail | Rail |  |
| 38. | Trams – Rail boom gates, flashing lights and bell warning assemblies (RX-5) for light rail | VicRoads | Project Initiator | See note 6 below |
| 39. | Trams – Overhead power supply for tramway | Rail | Rail |  |
| 40. | Signs – At the railway crossing | Rail | Rail and Road jointly | Includes:   * Rail Crossing assembly (RX-1, RX-2, RX-5, RX-6) * RAILWAY CROSSING and width markers (RX-9) * KEEP TRACKS CLEAR (G9-67) * RAILWAY CROSSING NOT IN USE (G9-74) |
| 41. | Signs - within the railway reserve for the information of railway personnel. | Rail | Rail |  |
| 42. | Traffic signals – signalised intersection on a road adjacent to crossing | Road | Road |  |
| 43. | Traffic signals - linked to rail crossing warning lights | Road | Road or Rail as part of a railway crossing upgrade (refer to note 6) | Road responsibility is up to rail signal control box  (see also communications links) |
| 44. | Services – Pipelines or easements containing Water, Gas, Electricity, Telecommunications, Drainage, Petroleum products etc. | Utilities | Utilities | VicTrack responsible for access licenses and leases within the rail reserve |
| 45. | Drainage - Culvert under rail line within rail reserve | Rail | Rail |  |
| 46. | Drainage - Gullies and open drains on rail reserve (other than trunk drains) | Rail | Rail |  |
| 47. | Drainage - Pipeline/culvert under rail line on road reserve | Road or Drainage Authority | Road or Drainage Authority | Only where the drainage system is collecting local drainage |
| 48. | Drainage – Trunk Drain (including open trunk drain) or urban stormwater pipe | Drainage Authority | Project Initiator | Generally all points of discharge for pipes to the rail reserve are subject to a licencing fee |
| 49. | Railway crossing - Sight distance - Sight distance including vegetation control and management within the railreserve | Rail | Rail | To be agreed between rail and the appropriate agencies to avoid unnecessary vegetation loss |
| 50. | Railway crossing - Sight distance - Sight distance including vegetation control and management within the road reserve | Road | Road | To be agreed between road and the appropriate agencies to avoid unnecessary vegetation loss, except where within 3m of the outer rail |
| 51. | Railway crossing - Sight distance - Sight distance including vegetation control and management within adjoining properties | Rail/Landowner under direction of rail | Landowner | Some rail infrastructure authorities have legislative powers to clear vegetation on private land for safety reasons |
| 52. | Other warning Devices – Rumble strips in the road pavement on the approach to railway crossings | Road | Road |  |

**Notes:-**

1. The Demarcation List refers to generic infrastructure configurations. Detailed site specific demarcations may exist following renewal projects, railway crossing removal projects and state funded rail infrastructure upgrades. Such assets or infrastructure may require further investigation and consultation between the Parties. These could be subject to existing specific legal arrangements such as licences and infrastructure leases as detailed in the Site Specific Information section of this Agreement.
2. Generally, rail has maintenance responsibility for the road surface within 3.0m from the outer rail at railway crossings. This coincides with the Danger Zone. The road authority (or Council in the case of footpaths) is generally responsible for the road surface outside of that zone.
3. Responsibilities for bicycle paths, shared paths and separated footpaths may have specific maintenance agreements or licences between the Parties.
4. Where a tram route crosses a railway line at a road railway crossing, the tramway infrastructure manager is responsible for the maintenance of the road pavement to 0.45m from the outer tram rail on the approach to railway crossings.
5. References
   1. “Responsible for Construction” means the Party responsible for implementing the asset improvement.
   2. “Road” in the table above refers to the Responsible Road Authority.
   3. For the purposes of responsibility for maintenance, “Rail” refers to the Rail Infrastructure Manager and/or VicTrack.
   4. For the purposes of responsibility for construction, “Rail” shall mean Rail Infrastructure Manager(s), VicTrack or other designated Government agencies.
   5. Council refers to municipal councils, in the context of non-road responsibilities.
   6. Structure Manager in the table refers to the organisation responsible for the structural integrity of the grades separated interface. This could be either the rail infrastructure manager, the responsible road authority or VicTrack. These will be detailed in section 16. Additional site specific responsibilities may apply to newly constructed interfaces.
6. Road in this instance refers to VicRoads, who are responsible for boom barriers on designated light rail lines.
7. Demarcation of responsibility between road authorities is as per the Road Management Act 2004 and the Code of Practice for Operational Responsibility for Public Roads

## Bridge Responsibilities

The bridge maintenance responsibilities of the Rail Infrastructure Managers are outlined in their infrastructure lease agreements. VicTrack, as a state government authority, does not have a license agreement but is a Party to the leases and has accepted responsibility for the majority of municipal road bridges across the state.

Road bridges on arterial roads (VicRoads) which become municipal roads as a result of a bypass or similar project will become the responsibility of the Council subject to agreement from the Council in accordance with Section 15 of the Road Management Act.

The following outlines **general** maintenance responsibilities for bridges across rail reserves. There are many inconsistencies and the exact situation should be confirmed during discussion between the Rail Infrastructure Manager and the Responsible Road Authority. Responsibilities will be outlined in section 16 of this document - Defined Interface Points.

**Rail Bridges**

* Rail bridges over roads  – Relevant Rail Infrastructure Manager.

**Road Bridges**

* Road over Rail bridges on arterial roads and freeways – VicRoads.
* Road over Rail bridges on municipal roads which lie outside of the MTM lease – VicTrack maintains the municipal road over rail bridges which are specified in section 16.
* Road over Rail bridges on other roads – MTM (some of these bridges have shared responsibility). These are specified in section 16 of this document.

**Pedestrian Bridges over Rail Lines**

* Starting from VicTrack Land and ending in VicTrack Land – Within the MTM lease area, MTM is generally the responsible authority.
* VicTrack maintains existing footbridges which are specified in section 16.
* Foot bridges at stations are generally the responsibility of the Rail Infrastructure Manager providing the public transport services at that station.
* Starting from a road or Council land and ending on a road or Council land – Road Authority or Council.
* Lighting for footbridges:
  + Connected to railway electricity supply – Rail Infrastructure Manager
  + Connected to street power – Council

**Pedestrian underpasses -Subways**

* At railway stations– Rail Infrastructure Manager
* In between Railway stations:
* Structural integrity – Rail Infrastructure Manager
* Lighting:
  + Connected to railway electricity supply – Rail Infrastructure Manager
  + Connected to street power - Council
* Drainage – Council (unless drainage is operated via an electrical pump connected to railway power)
* Surface condition inside and outside of the subway – Council
* Graffiti and cleanliness inside and outside of the subway – Council

## At-Grade Pedestrian Crossings

* All associated rail infrastructure at railway crossings and stand-alone crossings within the rail reserve lease boundary – Rail infrastructure lease holder.

## Supporting Diagrams/Photos (Examples)



Diagram 1: Communication Links - Communication to active advanced warning signs (Demarcation Guideline #2). See Key for responsibilities.



Diagram 2: The road safety barrier on approach and up to a road bridge where not connected to bridge (Demarcation Guideline #9). The Road Manager is responsible for the construction, maintenance and operation.



Diagram 3: The bridge barrier which is connected to the bridge (Demarcation Guideline #9). The Bridge Maintainer is responsible for the construction, maintenance and operation.



Diagram 4: Where the road safety barrier is connected to the bridge and has a standard run off detail (Demarcation Guideline #9). The Bridge Maintainer is responsible for the construction, maintenance and operation.



Diagram 5: Where the road safety barrier is not connected to the bridge and just passes over it (Demarcation Guideline #9). The Road Manager is responsible for the construction, maintenance and operation.