



# Victoria Government Gazette

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**SPECIAL**

## Rail Corporations Act 1996

### FREIGHT NETWORK DECLARATION ORDER 2001

The Governor in Council under subsection 38C(1) of the **Rail Corporations Act 1996**, on the recommendation of the Minister, hereby makes the following Order –

**1. Citation**

This Order may be cited as the Freight Network Declaration Order 2001.

**2. Interpretation**

In this Order:

**Freight Network** means all rail infrastructure owned by Rail Track or the Crown that is leased from time to time by Freight Victoria Limited under the Primary Infrastructure Lease between the Director and Freight Victoria Limited executed on or about 30 April 1999, including as at the date of this Order all such rail infrastructure situated upon the rail lines described in Part 1 of the Schedule, but excluding any:

- (a) buildings (including stations, platforms, sheds and shelters);
- (b) carparks;
- (c) terminals, storage and receival facilities;
- (d) workshops, depots, yards and fuel points; and
- (e) rail infrastructure situated upon the rail lines described in Part 2 of the Schedule.

**Freight Network Service** means any service comprising access to, or use of, the Freight Network or any part of it for the purpose of providing transport services other than passenger services.

**Freight Victoria Limited** means Freight Victoria Limited (ACN 075 295 644).

**Rail Track** means Victorian Rail Track established by Division 2 of Part 2 of the **Rail Corporations Act 1996**.

**3. Order**

Each Freight Network Service is declared to be a declared rail transport service for the purposes of Part 2A of the **Rail Corporations Act 1996**.

**4. Commencement**

This Order comes into operation on **1 July 2001**.

**5. Expiry**

This Order expires on the fifth anniversary of commencement.

### Schedule

#### Part 1

##### Rail Lines

Line Name
South Side of Werribee Station – South Geelong Station
South Geelong Station – Dennington
North Geelong – Fyansford*
Gheringhap Junction – Ballarat East Junction
Sunshine Junction – Bacchus Marsh Station
Bacchus Marsh Station – Ballarat East Junction
Ballarat East Junction – North Ballarat Junction

North Ballarat Junction – East Ararat
Maroona Junction – Portland
Heywood Junction – Rennick (South Australian Border)
East Ararat – Maryborough Junction
Murtoa Junction – Hopetoun
Dimboola Junction – Yaapect
North Ballarat Junction – Maryborough Junction
Maryborough Junction – Dunolly Junction
Dunolly Junction – Ouyen Junction
Ouyen Junction – Yelta
Ouyen Junction – Panitya
Maryborough Junction – Castlemaine Junction
Dunolly Junction – Inglewood Junction
Inglewood Junction – Korong Vale Junction
Korong Vale Junction – Robinvale
Korong Vale Junction – Kulwin
North Side of Sydenham Station – Kyneton Station
Kyneton Station – North Bendigo Junction
North Bendigo Junction – Echuca (Murray River)
Echuca (Murray River) – Barnes Junction
Barnes Junction – Moulamein
Barnes Junction – Deniliquin
Echuca Junction – Toolamba Junction
North Side of Broadmeadows Station – Seymour Junction
Seymour Junction – Benalla Junction
Benalla Junction – Wodonga
Seymour Junction – Toolamba Junction
Toolamba Junction – Shepparton Junction
Shepparton Junction – Tocumwal
Shepparton Junction – Dookie
Strathmerton Junction – Cobram*
Benalla Junction – Yarrawonga

Yarrawonga – Oaklands
Springhurst Junction – Wahgunya*
Wodonga Coal Siding – Bandiana
East side of Pakenham Station – Warragul Station
Warragul Station – Traralgon Station
Traralgon Station – Sale Station
Sale Station – Bairnsdale
Cranbourne – Nyora
Albion – Jacana
Sunshine Junction – Newport Junction
Sunshine – West Footscray
West Footscray – Appleton Dock
CBD Yards**
North Bendigo Junction – Eaglehawk Junction
Eaglehawk Junction – Inglewood Junction
Eaglehawk Junction – Swan Hill
Swan Hill – Piangle

\* Minimum Maintenance Lines

\*\* Track between Sims Street and Dudley Street, including tracks in location of Dynon, South Dynon, Arden Street and South Kensington, except as excluded in Part 2 of this Schedule.

## Part 2

### Excluded Rail Lines

The track included in the Primary Infrastructure Lease between the Director and Freight Victoria Limited, executed on or about 30 April 1999, from Sims Street Junction to Appleton Dock–Footscray Road Junction.

Dated 15 May 2001

Responsible Minister:  
PETER BATCHELOR  
Minister for Transport

HELEN DOYE  
Clerk of the Executive Council

**Rail Corporations Act 1996**

## DYNON TERMINALS DECLARATION ORDER 2001

The Governor in Council under subsection 38C(1) of the **Rail Corporations Act 1996**, on the recommendation of the Minister, hereby makes the following Order –

**1. Citation**

This Order may be cited as the Dynon Terminals Declaration Order 2001.

**2. Interpretation**

In this Order:

**Dynon Terminals** means the Freight Victoria Dynon Terminal and the South Dynon Terminal.

**Dynon Terminals Service** means any service comprising access to, or use of, the Dynon Terminals or any part of them for the purpose of providing transport services other than passenger services.

**Freight Victoria Dynon Terminal** means:

- (a) all rail infrastructure owned by Rail Track or the Crown located within or situated upon the Freight Victoria Dynon Terminal Area leased from time to time by Freight Victoria Limited under the Dynon Intermodal Terminal Lease executed on or about 30 April 1999 but excluding any office buildings, maintenance buildings, maintenance facilities or workshops and any rail infrastructure (including machinery) located within any such maintenance buildings, maintenance facilities or workshops or used solely for the purpose of accessing those maintenance buildings, maintenance facilities or workshops; and
- (b) all rail infrastructure (including fixed plant and equipment and mobile cranes) owned by Freight Victoria Limited located within or situated upon the Freight Victoria Dynon Terminal Area, but excluding all plant and equipment other than fixed plant and equipment and mobile cranes and any office buildings, maintenance buildings, maintenance facilities or workshops and any rail infrastructure (including machinery) located within any such maintenance buildings, maintenance facilities or workshops or used solely for the purpose of accessing those maintenance buildings, maintenance facilities or workshops.

**Freight Victoria Dynon Terminal Area** means the area marked in crosshatching in the plan set out in the Schedule.

**Freight Victoria Limited** means Freight Victoria Limited (ACN 075 295 644).

**National Rail Corporation Limited** means National Rail Corporation Limited (ACN 052 134 362).

**Rail Track** means Victorian Rail Track established by Division 2 of Part 2 of the **Rail Corporations Act 1996**.

**South Dynon Terminal** means:

- (a) all rail infrastructure owned by Rail Track or the Crown located within or situated upon the South Dynon Terminal Area leased from time to time by National Rail Corporation Limited under the South Dynon lease executed on or about 15 February 1999 but excluding any office buildings, maintenance buildings, maintenance facilities or workshops and any rail infrastructure (including machinery) located within any such maintenance buildings, maintenance facilities or workshops or used solely for the purpose of accessing those maintenance buildings, maintenance facilities or workshops; and
- (b) all rail infrastructure (including fixed plant and equipment and mobile cranes) owned by National Rail Corporation Limited located within or situated upon the South

Dynon Terminal Area, but excluding all plant and equipment other than fixed plant and equipment and mobile cranes and any office buildings, maintenance buildings, maintenance facilities or workshops and any rail infrastructure (including machinery) located within any such maintenance buildings, maintenance facilities or workshops or used solely for the purpose of accessing those maintenance buildings, maintenance facilities or workshops.

***South Dynon Terminal Area*** means the area marked in hatching in the plan set out in the Schedule.

**3. Order**

Each Dynon Terminals Service is declared to be a declared rail transport service for the purposes of Part 2A of the **Rail Corporations Act 1996**.

**4. Commencement**

This Order comes into operation on **1 July 2001**.

**5. Expiry**

This Order expires on the fifth anniversary of commencement.

## Schedule



Dated 15 May 2001

Responsible Minister:  
PETER BATCHELOR  
Minister for Transport

HELEN DOYE  
Clerk of the Executive Council

**Rail Corporations Act 1996****BAYSIDE NETWORK DECLARATION ORDER 2001**

The Governor in Council under subsection 38C(1) of the **Rail Corporations Act 1996**, on the recommendation of the Minister, makes the following Order-

**1. Citation**

This Order may be cited as the Bayside Network Declaration Order 2001.

**2. Interpretation**

In this Order:

**Bayside Network** means all rail infrastructure owned by Rail Track or the Crown that is leased from time to time by National Express Group Australia (Bayside Trains) Pty Ltd (ACN 087 425 287) under the Bayside Infrastructure Lease between the Director and National Express Group Australia (Bayside Trains) Pty Ltd (ACN 087 425 287) executed on or about 25 June 1999, including as at the date of this Order all such rail infrastructure situated upon the rail lines marked in a heavy black line on the map in the Schedule, but excluding any:

- (a) buildings (including stations, platforms, advertising hoardings, sheds and shelters);
- (b) carpark;
- (c) terminals, storage and receival facilities; and
- (d) workshops, locomotive depots and fuel points.

**Bayside Network Service** means any service comprising access to, or use of, the Bayside Network or any part of it for the purpose of providing transport services other than passenger services.

**Rail Track** means Victorian Rail Track established by Division 2 of Part 2 of the **Rail Corporations Act 1996**.

**3. Order**

Each Bayside Network Service is declared to be a declared rail transport service for the purposes of Part 2A of the **Rail Corporations Act 1996**.

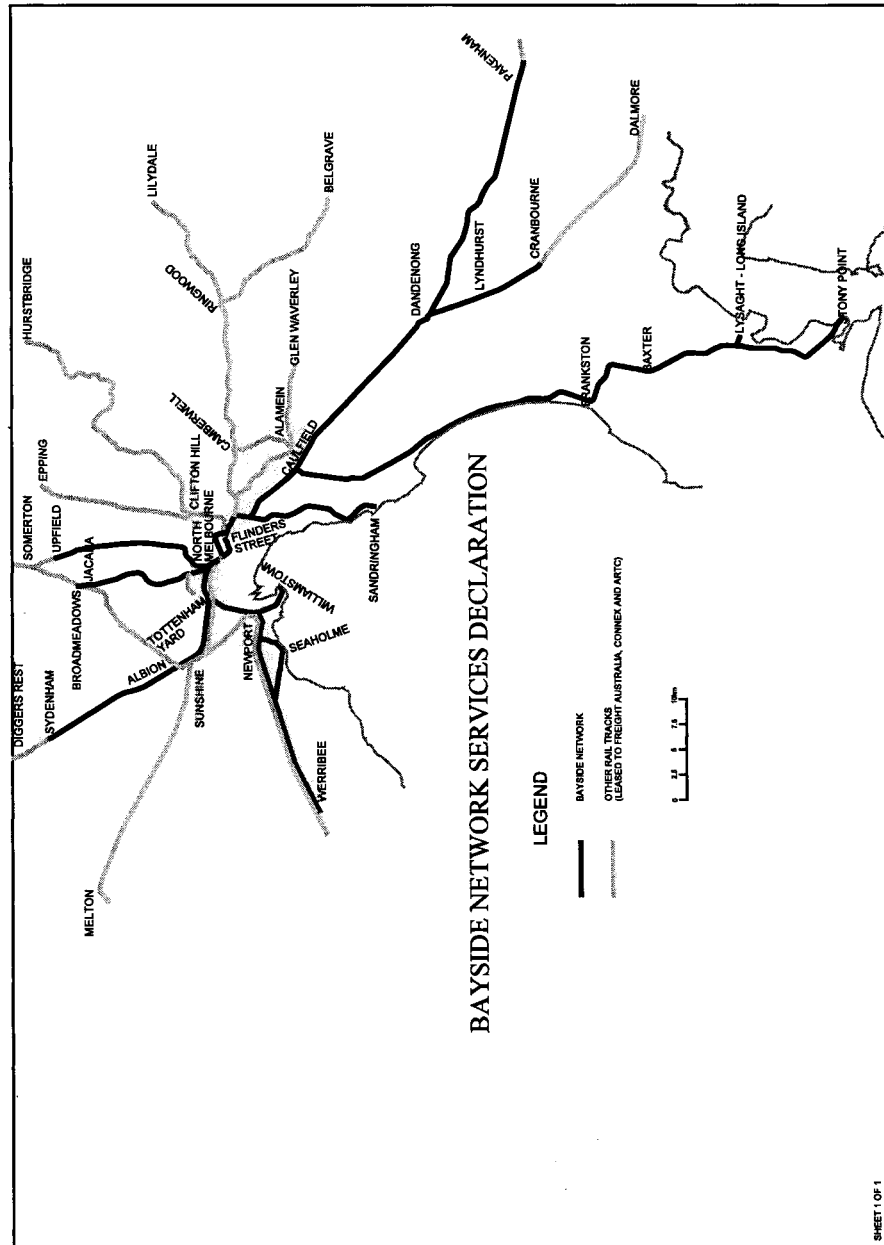
**4. Commencement**

This Order comes into operation on **1 July 2001**.

**5. Expiry**

This Order expires on the fifth anniversary of commencement.

## Schedule



Dated 15 May 2001

Responsible Minister:  
PETER BATCHELOR  
Minister for Transport

HELEN DOYE  
Clerk of the Executive Council



**Rail Corporations Act 1996****FREIGHT NETWORK PRICING ORDER 2001**

The Governor in Council under subsection 38M(1) of the **Rail Corporations Act 1996** hereby makes the following Order –

**1. Citation**

This Order may be cited as the Freight Network Pricing Order 2001.

**2. Freight Network Pricing Principles**

The policies and principles set out in the Schedule to this Order must be applied by the Office of the Regulator-General in determining any amount to be paid for access to the rail transport services declared to be declared rail transport services by the Freight Network Declaration Order 2001.

**3. Commencement**

This Order comes into operation on **1 July 2001**.

**Schedule****1. Definitions**

In this Schedule:

**Access Provider** means a person who operates (within the meaning of section 38D of the **Rail Corporations Act 1996**) rail infrastructure that comprises part or all of the Freight Network.

**Access Seeker** means a person seeking access to part or all of the Freight Network pursuant to Part 2A of the **Rail Corporations Act 1996**.

**Allowable Margin** has the meaning given in paragraph 2.1.

**Allowable Non Passenger Access Seeker's Costs** has the meaning given in paragraphs 3.2 and 3.3.

**Allowable Non Passenger Costs** has the meaning given in paragraph 3.1.

**Capital Charge** has the meaning given in paragraph 2.1.

**Capital Charge Commencement Date** has the meaning given in paragraph 2.3.

**Charging Period** means the period for which the amount to be paid for access being determined by the Office is to apply.

**Cost Base** has the meaning given in paragraph 2.1.

**Freight Network** has the meaning given to that term in the Freight Network Declaration Order 2001.

**Freight Victoria Limited** means Freight Victoria Limited (ACN 075 295 644).

**Gross Tonne Kilometres** means the sum of the number of kilometres each tonne of train (including locomotive, rolling stock and freight) travels on the Freight Network.

**Line** means a line specified in Part 1 of the Schedule to the Freight Network Declaration Order 2001.

**Master Train Plan** means the master train plan for the Freight Network maintained by the Access Provider, as amended from time to time.

**New Capital Expenditure** means costs incurred or forecast by the Office to be incurred by the Access Provider after the date of the lease of the Freight Network to Freight Victoria Limited in either:

- (a) extending the relevant Line (except to the extent the extension is the result of a change to the boundary between Lines); or

- (b) enhancing the relevant Line in a manner that will:
  - (i) enable trains to operate at a higher speed; or
  - (ii) enable heavier trains to operate; or
  - (iii) enable more trains to operate; or
  - (iv) otherwise improve the performance, or enable the safer operation, of trains operating; or
  - (v) enable operating and maintenance costs to be reduced,
 on all or on any part of the relevant Line,
- but does not include any such expenditure:
  - (c) that is of a type incurred on a regular or periodic basis by the Access Provider; or
  - (d) to the extent the Access Provider has been or will be compensated specifically for incurring such expenditure by or on behalf of the Crown, Rail Track, the Public Transport Corporation, the Director or any body corporate incorporated under an Act or wholly owned by the Crown.

For the avoidance of doubt, New Capital Expenditure may include an amount equal to the interest or implicit capital cost incurred by the Access Provider in making New Capital Expenditure during the period between when New Capital Expenditure is incurred and the date on which the specific capital asset concerned is first available to be used by users of the relevant Line.

**Non Passenger Line** means a Line other than a Passenger Line.

**Office** means the Office of the Regulator-General.

**Operations and Maintenance Costs** has the meaning given in paragraph 2.1.

**Passenger Line** means a Line over which passenger trains are scheduled on a bona fide basis to run regularly in the Master Train Plan.

**Relevant Period** means the Charging Period or such other period as the Office determines is fair and reasonable.

**Train Kilometres** means the number of kilometres travelled by a train.

## 2. Determination of Cost Base

- 2.1 For the purposes of this Schedule, the Cost Base of a Line for the Charging Period will be the sum of:
  - (a) the costs of infrastructure operations and maintenance for that Line for the Charging Period, calculated in accordance with paragraph 2.2 (**Operations and Maintenance Costs**);
  - (b) a capital charge for that Line for the Charging Period, calculated in accordance with paragraph 2.3 (**Capital Charge**); and
  - (c) an allowable margin for that Line for the Charging Period, calculated in accordance with paragraph 2.4 (**Allowable Margin**).
- 2.2
  - (a) Operations and Maintenance Costs for a Line will, subject to paragraphs 2.2(b) and (c), be the amount of costs of the type described in Attachment A to this Schedule, that it is forecast by the Office that the Access Provider, acting efficiently, would incur with respect to that Line in the Charging Period (as allocated to that Line in accordance with Attachment A). Any payments by the lessee or sub-lessee under a lease or sub-lease respectively of part or all of the Freight Network are excluded from Operations and Maintenance Costs.
  - (b) In determining the amount of Operations and Maintenance Costs for a Line for the purposes of paragraph 2.2(a), major periodic maintenance expenses (whether

incurred prior to the Charging Period or forecast to be incurred during or after the Charging Period) should be evenly allocated across the period for which benefits from those major periodic maintenance expenses are obtained, so as to remove the effects, if any, of the cyclical nature of the expenditure.

- (c) In determining the amount of Operations and Maintenance Costs for a Line for the purposes of paragraph 2.2(a), the Office may, if it considers it appropriate, adjust the Operations and Maintenance Costs to reflect the benefit or costs to the Operator of any difference between the time Operations and Maintenance Costs are incurred and the time access charges are paid.
- 2.3 (a) The Capital Charge for a Line for the Charging Period will be the aggregate amount calculated over the Charging Period of the annual capital charges for each specific capital asset created by New Capital Expenditure, the effective life of which includes part or all of the Charging Period. The annual capital charge for each such capital asset must be calculated as follows (subject to paragraphs 2.3(b), (c), (d), (e) and (f):

$$C = \frac{E \times r}{(1 - (1 + r)^{-n})}$$

**Where:**

*C* means the annual capital charge for that capital asset.

*E* means the New Capital Expenditure incurred in creating that capital asset.

*r* means a rate of return which will be set as the prevailing Australian 10 year Commonwealth bond rate at the date of completion of the capital asset plus a margin of not less than 4%, determined by the Office having regard to the risk involved in incurring the New Capital Expenditure.

*n* means the effective life of the asset measured in years.

- (b) The annual capital charge for a specific capital asset will first be included in the Cost Base on the later of the start of the Charging Period and the date on which the asset is first available to be used by users of the relevant Line (the **Capital Charge Commencement Date**).
- (c) If the Capital Charge Commencement Date is later than the start of the Charging Period then in the year of the Capital Charge Commencement Date, a part annual capital charge will be applied, pro rata with the days remaining in that year after the Capital Charge Commencement Date.
- (d) The annual capital charge will continue to be applied for each year of the effective life of the capital asset concerned during the Charging Period.
- (e) If the capital asset's effective life ends before the end of the Charging Period then in the year of the end of the capital asset's effective life, a part annual capital charge will be applied, pro rata with the days in the year up until the end of the effective life of the capital asset.
- (f) Notwithstanding any other paragraph of this Schedule, if the Office's determination of the terms and conditions of access for a particular Access Seeker requires the Access Provider to incur New Capital Expenditure, the access charge determined for that Access Seeker and any subsequent Access Seeker must be set so as to be forecast by the Office to permit the Access Provider to recover in accordance with this Schedule the New Capital Expenditure concerned and a rate of return determined under paragraph 2.3(a) by the earlier of the end of the effective life of the capital assets concerned and the end of the first Access Seeker's Charging Period.
- 2.4 The Allowable Margin for a Line for the Charging Period will be either:
- (a) 10% of the Operations and Maintenance Costs for that Line for the Charging Period; or

- (b) such other amount as the Office determines represents:
  - (i) a reasonable contribution to overhead costs (including all insurances except the Transport Accident Commission premiums) and administration costs, including corporate head office costs, not included in the calculation of Operations and Maintenance Costs; and
  - (ii) a reasonable return on Operations and Maintenance Costs, having regard to the risks involved in incurring the Operations and Maintenance Costs.

2.5 For the purposes of calculating the Cost Base of a Line in accordance with paragraph 2.1 and for the purposes of paragraph 4, no amount may be counted as both an Operations and Maintenance Cost and as New Capital Expenditure and no amount may be counted in the Cost Base of more than one Line. For this purpose the Office may apportion an amount between Operations and Maintenance Costs and New Capital Expenditure and between Lines in such manner as the Office considers fair and reasonable.

2.6 The Office may exclude any:

- (a) operations and maintenance costs from the calculation of the Operations and Maintenance Costs under paragraph 2.2(a); and
- (b) New Capital Expenditure from the calculation of the Capital Charge under paragraph 2.3, if the Office is of the view that an Access Provider acting efficiently, having regard to the nature and state of the Freight Network, would not incur those costs or make that New Capital Expenditure.

### 3. Access Charges For Non Passenger Services

3.1 For the purposes of this paragraph 3, Allowable Non Passenger Costs on a Passenger Line must be calculated as follows:

$$(CB - POC) \times \frac{((\text{Non Passenger GTK} \times 0.5))}{\text{Total GTK}} + \frac{(\text{Non Passenger Train Kilometres} \times 0.5))}{\text{Total Train Kilometres}}$$

#### Where:

**CB** means the Cost Base of the Passenger Line for the Charging Period calculated in accordance with paragraph 2.1;

**POC** means that part (which may be all) of the Cost Base of the Passenger Line for the Charging Period directly attributable to the operation of passenger trains, including, without limitation:

- (a) the estimated additional Operations and Maintenance Costs that will be incurred in the Charging Period in operating and maintaining the Passenger Line to a higher standard than would be required if only non passenger trains operated on the Passenger Line in the manner in which they operate at the time the Office makes its determination; and
- (b) the amount of the Capital Charge in the Charging Period that is attributable to New Capital Expenditure which would not have been required if only non passenger trains operated on the Passenger Line in the manner in which they operate at the time the Office makes its determination.

**Non Passenger GTK** means the Gross Tonne Kilometres forecast by the Office to be consumed by all non passenger trains in operating on the Passenger Line over the Relevant Period.

**Non Passenger Train Kilometres** means the Train Kilometres forecast by the Office to be consumed by all non passenger trains in operating on the Passenger Line over the Relevant Period.

**Total GTK** means the Gross Tonne Kilometres forecast by the Office to be consumed by all non passenger and passenger trains in operating on the Passenger Line over the Relevant Period.

**Total Train Kilometres** means the total Train Kilometres forecast by the Office to be consumed by all non passenger and passenger trains in operating on the Passenger Line over the Relevant Period.

- 3.2 For the purposes of this paragraph 3, Allowable Non Passenger Access Seeker's Costs on a Passenger Line must be calculated as follows:

$$\text{ANPC} \times \frac{((\text{Non Passenger Access Seeker's GTK} \times 0.5) + (\text{Non Passenger Access Seeker's Train Kilometres} \times 0.5))}{\text{Non Passenger Train Kilometres}}$$

**Where:**

**ANPC** means Allowable Non Passenger Costs on the Passenger Line for the Charging Period calculated in accordance with paragraph 3.1.

**Non Passenger Access Seeker's GTK** means the Gross Tonne Kilometres forecast by the Office to be consumed by a particular Access Seeker's non passenger trains in operating on the Passenger Line over the Relevant Period.

**Non Passenger Access Seeker's Train Kilometres** means the Train Kilometres forecast by the Office to be consumed by a particular Access Seeker's non passenger trains in operating on the Passenger Line over the Relevant Period.

**Non Passenger GTK** means the Gross Tonne Kilometres forecast by the Office to be consumed by all non passenger trains in operating on the Passenger Line over the Relevant Period.

**Non Passenger Train Kilometres** means the Train Kilometres forecast by the Office to be consumed by all non passenger trains in operating on the Passenger Line over the Relevant Period.

- 3.3 For the purposes of this paragraph 3, Allowable Non Passenger Access Seeker's Costs on a Non Passenger Line must be calculated as follows:

$$\text{CB} \times \frac{((\text{Access Seeker's GTK} \times 0.5) + (\text{Access Seeker's Train Kilometres} \times 0.5))}{\text{Total GTK} \quad \text{Total Train Kilometres}}$$

**Where:**

**CB** means the Cost Base of the Non Passenger Line calculated in accordance with paragraph 2.1.

**Access Seeker's GTK** means the Gross Tonne Kilometres forecast by the Office to be consumed by a particular Access Seeker's trains in operating on the Non Passenger Line over the Relevant Period.

**Access Seeker's Train Kilometres** means the Train Kilometres forecast by the Office to be consumed by a particular Access Seeker's trains in operating on the Non Passenger Line over the Relevant Period.

**Total GTK** means the Gross Tonne Kilometres forecast by the Office to be consumed by all trains operating on the Non Passenger Line over the Relevant Period.

**Total Train Kilometres** means the Train Kilometres forecast by the Office to be consumed by all trains operating on the Non Passenger Line over the Relevant Period.

- 3.4 The amount to be paid by a particular Access Seeker for access to a Passenger Line or Lines or a Non Passenger Line or Lines or both for the purpose of operating non passenger trains must be set so as to be forecast by the Office to enable the Access Provider to recover from the Access Seeker over the Charging Period:

- (a) the Allowable Non Passenger Access Seeker's Costs for the relevant Line or Lines; and
- (b) any costs that will be incurred by the Access Provider in the Charging Period not included in the Cost Base that are directly attributable to the Access Seeker concerned accessing the Line or Lines concerned (including, without limitation, any Transport Accident Commission premium payable by the Access Provider that is specified by the Transport Accident Commission as being referable to the Access Seeker).

## 3.5 The Office must give consideration:

- (a) in setting the amount to be paid by a particular Access Seeker for access under paragraph 3.4, to including a fixed component and a variable component in the access charge for each Line, in such proportions as the Office considers appropriate; and
- (b) in setting the terms for payment of the amount to be paid by a particular Access Seeker for access, to including mechanisms to minimise the risk to the Access Provider of the Access Seeker defaulting in making access payments.

## 3.6 For the purposes of this paragraph 3, any Train Kilometres or Gross Tonne Kilometres forecast to be consumed by a heritage operator free of charge pursuant to the Access Provider's lease of the Freight Network must be disregarded (whether operated under the accreditation of the heritage operator or under the accreditation of a third party on behalf of the heritage operator).

**4. Other Matters**

## 4.1 The Office must in making any forecast pursuant to this Schedule take into account any information provided by the Access Provider to the Office that is relevant to the forecast.

## 4.2 The Office may, if it considers it appropriate, include in its determination a mechanism to change the amount to be paid for access which the Office has set pursuant to paragraph 3 to reflect any or all of:

- (a) price inflation or expected efficiency gains or both; and
- (b) differences arising between forecasts made by the Office pursuant to this Schedule and actual results in relation to the matter forecast for each Line.

## 4.3 If the Access Provider of part or all of the Freight Network is a person other than Freight Victoria Limited then in determining the amount to be paid to that Access Provider for access:

- (a) for the purpose of the definitions of New Capital Expenditure and Operations and Maintenance Costs, expenditure and costs incurred by Freight Victoria Limited will be treated as having been incurred by the Access Provider; and
- (b) the terms of the lease or sub-lease of the Freight Network to the Access Provider or contract with the Access Provider to manage the Freight Network must be disregarded.

**Attachment A – Paragraph 2.2 of the Schedule – Cost Allocation Rules****1. Cost Classification**

The following types of costs will be treated as Operations and Maintenance Costs for the purposes of paragraphs 2.1 and 2.2:

Cost Category	Description
(a) <b>Maintenance costs</b>	
(i) Track and right of way	including but not limited to all maintenance and renewal costs incurred on section gangs, ballast cleaning, tamping, rail testing and inspection, routine structure maintenance, minor spot/unscheduled replacement of track, plant trains expenditure, civil works, permanent way reserve management, welding, repair and rectification work, track gang protection, running line track, running line points, crossings, reballasting, rail profiling, resleepering, rerailing, bridges, culverts, tunnels, cuttings, embankments, retaining walls, signal bridges, weed spraying and environmental management.

(ii)	Signalling and communications maintenance	including but not limited to all costs incurred on preventative and unscheduled maintenance and renewal of signalling and communications equipment, manual and automatic block working systems, interlockings and level crossing protection.
(iii)	Facilities maintenance	including but not limited to all costs incurred on maintenance and renewal of buildings and equipment involved in infrastructure maintenance and operations, including level crossings.
(iv)	Electrical maintenance	including but not limited to all costs incurred on maintenance and renewal of electrical infrastructure, overhead and sub-stations.
<b>(b) Operations costs</b>		
(i)	Train control and safeworking operational costs	including but not limited to all costs incurred on control centres, operations of signalling boxes, communication systems and system safety costs, rail safety accreditation and other legal compliance.
(ii)	Train planning	including but not limited to all costs incurred in relation to the preparation of train schedules.
(iii)	Information technology expenditure	being all costs incurred on information technology and telecommunications directly related to the infrastructure and train operations area.
(iv)	Engineering contracts	being all costs incurred on managing engineering data and drawings and engineering design.
(v)	Train control lease costs	being the lease cost of the train control rooms.
(vi)	Transport Accident Commission costs	being any Transport Accident Commission premium payable by the Access Provider that is not specified by the Transport Accident Commission as being referable specifically to a particular user of the Freight Network.
(vii)	Insurance costs	being all insurance costs incurred in relation to the Freight Network and the provision of access.

## 2. Allocation

- 2.1 Where possible, Operations and Maintenance Costs should be allocated to the Line to which those Operations and Maintenance Costs are attributable.
- 2.2 Where that is not possible, Operations and Maintenance Costs should be allocated in such other manner as the Office determines is efficient, fair and reasonable.

Dated 15 May 2001

Responsible Minister:  
PETER BATCHELOR  
Minister for Transport

HELEN DOYE  
Clerk of the Executive Council



**Rail Corporations Act 1996****DYNON TERMINALS PRICING ORDER 2001**

The Governor in Council under subsection 38M(1) of the Rail Corporations Act 1996 hereby makes the following Order –

**1. Citation**

This Order may be cited as the Dynon Terminals Pricing Order 2001.

**2. Dynon Terminals Pricing Principles**

The policies and principles set out in the Schedule to this Order must be applied by the Office of the Regulator-General in determining any amount to be paid for access to rail transport services declared to be declared rail transport services by the Dynon Terminals Declaration Order 2001.

**3. Commencement**

This Order comes into operation on **1 July 2001**.

**Schedule****1. Definitions**

In this Schedule:

**Access Provider** means a person who operates (within the meaning of section 38D of the **Rail Corporations Act 1996**) rail infrastructure that comprises part of the Dynon Terminals.

**Access Provider's Terminal** means the rail infrastructure that comprises part of the Dynon Terminals that a particular Access Provider operates (within the meaning of section 38D of the **Rail Corporations Act 1996**).

**Access Seeker** means a person seeking access to part or all of an Access Provider's Terminal pursuant to Part 2A of the **Rail Corporations Act 1996**.

**Capital** means all the rail infrastructure comprising the Access Provider's Terminal including, without limitation, railway track, associated track structures and works, over-track structures, under-track structures, service roads, signalling systems, rolling stock control systems, communication systems, notices and signs, overhead electrical power supply systems and associated buildings, workshops, depots and yards but excluding Plant and Equipment and Information Technology.

**Charging Period** means the period for which the amount to be paid for access being determined by the Office is to apply.

**Dynon Terminals** has the meaning given in the Dynon Terminals Declaration Order 2001.

**Office** means Office of the Regulator-General.

**Plant and Equipment and Information Technology** means all plant, machinery and equipment which comprises part of the Access Provider's Terminal and any information technology (including hardware and software and any systems relating to it) used to operate the Access Provider's Terminal, but does not include rolling stock.

**2. Access Charge**

2.1 The amount to be paid by a particular Access Seeker for access to part or all of an Access Provider's Terminal must be set so as to be forecast by the Office to enable the Access Provider to recover from the Access Seeker over the Charging Period:

- (a) an amount with respect to the Access Seeker's use of Plant and Equipment and Information Technology in the Charging Period, determined in accordance with paragraph 3 (the **Equipment Charge**);
- (b) an amount with respect to the Access Seeker's use of Capital in the Charging Period, determined in accordance with paragraph 4 (the **Capital Charge**);



- (c) an amount with respect to the Access Provider's operations and maintenance costs in the Charging Period, determined in accordance with paragraph 5 (***Operations and Maintenance Costs Charge***); and
- (d) an allowable margin for the Charging Period, determined in accordance with paragraph 6 (the ***Allowable Margin***).

2.2 The Office must give consideration:

- (a) in setting the amount to be paid by a particular Access Seeker for access to an Access Provider's Terminal to including a fixed component and a variable component in the access charge, in such proportions as the Office considers appropriate; and
- (b) in setting the terms for payment of the amount to be paid by a particular Access Seeker for access, to including mechanisms to minimise the risk to the Access Provider of the Access Seeker defaulting in making access payments.

**3. Equipment Charge**

3.1 The Office must determine an Equipment Charge so as to provide, in the Office's opinion, a fair and reasonable return to the Access Provider for the use the Access Seeker will be permitted to make of the Plant and Equipment and Information Technology over the Charging Period.

3.2 In setting the Equipment Charge the Office must have regard to:

- (a) what the market rent would be for the items of Plant and Equipment and Information Technology that the Access Seeker will be permitted to use in the Charging Period (irrespective of any arrangement under which the Access Provider actually leases the Plant and Equipment and Information Technology);
- (b) the amount of time for which the Access Seeker will be permitted to use the items of Plant and Equipment and Information Technology in the Charging Period; and
- (c) the nature and extent of the use of the items of Plant and Equipment and Information Technology the Access Seeker will be permitted to make in the Charging Period, including depreciation of the Plant and Equipment and Information Technology concerned.

**4. Capital Charge**

4.1 The Office must determine a Capital Charge so as to provide, in the Office's opinion, a fair and reasonable return to the Access Provider for the use the Access Seeker will be permitted to make of the Capital (and the land upon which that Capital is located) over the Charging Period.

4.2 In setting the Capital Charge the Office must have regard to:

- (a) what the market rent would be on an existing use basis for those components of the Capital (and the land upon which that Capital is located) the Access Seeker will be permitted to use in the Charging Period (irrespective of any arrangement under which the Access Provider actually leases the Capital and land);
- (b) the amount of time for which the Access Seeker will be permitted to use components of the Capital (and the land upon which that Capital is located) in the Charging Period; and
- (c) the nature of the use of the components of the Capital (and the land upon which that Capital is located) the Access Seeker will be permitted to make in the Charging Period, including the wear and tear that is likely to be caused to the components of Capital concerned.

**5. Operations and Maintenance Costs Charge**

5.1 The Office must determine an Operations and Maintenance Costs Charge so as to allow, in the Office's opinion, the Access Provider to recover a fair and reasonable proportion of the costs it is forecast by the Office to incur in operating and maintaining the Access Provider's Terminal over the Charging Period.

- 5.2 Notwithstanding any other paragraph of this Order, the Office may exclude any of the Access Provider's operations and maintenance costs from the calculation of the Operations and Maintenance Costs Charge, if the Office is of the view that an Access Provider acting efficiently, having regard to the nature and state of the Access Provider's Terminal, would not incur those costs.

**6. Allowable Margin**

The Allowable Margin must be set so as to allow the Access Provider to recover what is in the Office's opinion:

- (a) a reasonable contribution to overhead costs (including all insurances) and administration costs (including corporate head office costs); and
- (b) a reasonable return on Operating and Maintenance Costs, having regard to the risks involved in incurring the Operations and Maintenance Costs.

**7. Adjustments to Access Charge**

- 7.1 The Office must in making any forecast pursuant to this Schedule take into account any information provided by the Access Provider to the Office that is relevant to the forecast.
- 7.2 The Office may, if it considers it appropriate, include in its determination a mechanism to change the amount to be paid for access which the Office has set pursuant to paragraph 2 to reflect any or all of:
- (a) price inflation or expected efficiency gains or both; and
  - (b) differences arising between forecasts made by the Office pursuant to this Schedule and actual results in relation to the matter forecast.

Dated 15 May 2001

Responsible Minister:

PETER BATCHELOR

Minister for Transport

HELEN DOYE

Clerk of the Executive Council

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**Rail Corporations Act 1996**

**BAYSIDE NETWORK PRICING ORDER 2001**

The Governor in Council under subsection 38M(1) of the **Rail Corporations Act 1996**, hereby makes the following Order –

**1. Citation**

This Order may be cited as the Bayside Network Pricing Order 2001.

**2. Bayside Network Pricing Principles**

The policies and principles set out in the Schedule to this Order must be applied by the Office of the Regulator-General in determining any amount to be paid for access to the rail transport services declared to be declared rail transport services by the Bayside Network Declaration Order 2001.

**3. Commencement**

This Order comes into operation on **1 July 2001**.

**Schedule**

**1. Definitions**

In this Schedule:

**Access Provider** means a person who operates (within the meaning of section 38D of the **Rail Corporations Act 1996**) rail infrastructure that comprises part of the Bayside Network.

**Access Seeker** means a person seeking access to part or all of the Bayside Network pursuant to Part 2A of the **Rail Corporations Act 1996**.

**Allowable Margin** has the meaning given in paragraph 2.1.

**Allowable Non Passenger Access Seeker's Costs** has the meaning given in paragraph 3.2.

**Allowable Non Passenger Access Seeker's Costs (Off Peak)** has the meaning given in paragraph 3.2(a).

**Allowable Non Passenger Access Seeker's Costs (Peak)** has the meaning given in paragraph 3.2(b).

**Bayside Network** has the meaning given to that term in the Bayside Network Declaration Order 2001.

**Capital Charge** has the meaning given in paragraph 2.1.

**Capital Charge Commencement Date** has the meaning given in paragraph 2.3.

**Charging Period** means the period for which the amount to be paid for access being determined by the Office is to apply.

**Cost Base** has the meaning given in paragraph 2.1.

**Gross Tonne Kilometres** means the sum of the number of kilometres each tonne of train (including locomotive, rolling stock and freight) travels on the Bayside Network.

**Incremental Non Passenger Costs** has the meaning given in paragraph 3.1.

**New Capital Expenditure** means costs incurred or forecast by the Office to be incurred by the Access Provider after the date of the lease of the Bayside Network to National Express Group Australia (Bayside Trains) Pty Ltd (ACN 087 425 287) in either:

- (a) extending the Bayside Network; or
- (b) enhancing the Bayside Network in a manner that will:
  - (i) enable trains to operate at a higher speed; or
  - (ii) enable heavier trains to operate; or
  - (iii) enable more trains to operate; or
  - (iv) otherwise improve the performance, or enable the safer operation, of trains operating; or
  - (v) enable operating and maintenance costs to be reduced,on all or on any part of the Bayside Network,

but does not include any such expenditure:

- (c) that is of a type incurred on a regular or periodic basis by the Access Provider;
- (d) to the extent the Access Provider has been or will be compensated specifically for incurring such expenditure by or on behalf of the Crown, Rail Track, the Public Transport Corporation, the Director or any body corporate incorporated under an Act or wholly owned by the Crown; or
- (e) to the extent the expenditure was or will be incurred by the Access Provider pursuant to an obligation in a lease of all or part of the Bayside's Network between the Access Provider and the Crown, Rail Track, the Public Transport Corporation, the Director or any body corporate incorporated under an Act or wholly owned by the Crown.

For the avoidance of doubt, New Capital Expenditure may include an amount equal to the interest or implicit capital cost incurred by the Access Provider in making New Capital Expenditure during the period between when New Capital Expenditure is incurred and the date on which the specific capital asset concerned is first available to be used by users of the Bayside Network.

**Office** means the Office of the Regulator-General.

**Operations and Maintenance Costs** has the meaning given in paragraph 2.1.

**Peak** means between 0701 and 0930 hours or between 1501 hours and 1900 hours on a day from Monday to Friday.

**Relevant Period** means the Charging Period or such other period as the Office determines is fair and reasonable.

**Train Kilometres** means the number of kilometres travelled by a train.

## 2. Determination Of Cost Base

2.1 For the purposes of this Schedule, the Cost Base of the Bayside Network for the Charging Period will be the sum of:

- (a) the costs of infrastructure operations and maintenance for the Bayside Network for the Charging Period, calculated in accordance with paragraph 2.2 (**Operations and Maintenance Costs**);
- (b) a capital charge for the Bayside Network for the Charging Period, calculated in accordance with paragraph 2.3 (**Capital Charge**); and
- (c) an allowable margin for the Bayside Network for the Charging Period, calculated in accordance with paragraph 2.4 (**Allowable Margin**).

2.2 (a) Operations and Maintenance Costs for the Bayside Network will, subject to paragraphs 2.2(b), (c) and (d), be the amount of costs of the type described in Attachment A to this Schedule, that it is forecast by the Office that the Access Provider, acting efficiently, would incur with respect to the Bayside Network in the Charging Period. Any payments by the lessee or sub-lessee under a lease or a sub-lease respectively of part or all of the Bayside Network are excluded from Operations and Maintenance Costs.

(b) In determining the amount of Operations and Maintenance Costs for the Bayside Network for the purposes of paragraph 2.2(a), major periodic maintenance expenses (whether incurred prior to the Charging Period or forecast to be incurred during or after the Charging Period) should be evenly allocated across the period for which benefits from those major periodic maintenance expenses are obtained, so as to remove the effects, if any, of the cyclical nature of the expenditure.

(c) In determining the amount of Operations and Maintenance Costs for the Bayside Network for the purposes of paragraph 2.2(a), the Office may, if it considers it appropriate, adjust the Operations and Maintenance Costs to reflect the benefit or costs to the Operator of any difference between the time Operations and Maintenance Costs are incurred and the time access charges are paid.

(d) If the Access Seeker does not seek access to overhead electrical infrastructure (for example, because the Access Seeker seeks to run diesel trains) the Operations and Maintenance Costs must not, for the purposes of calculating the amount to be paid by that Access Seeker, include any amount with respect to the operations and maintenance of that overhead electrical infrastructure or with respect to traction energy.

2.3 (a) The Capital Charge for the Bayside Network for the Charging Period will be the aggregate amount calculated over the Charging Period of the annual capital charges for each specific capital asset created by New Capital Expenditure, the effective life of which includes part or all of the Charging Period. The annual capital charge for each such capital asset must be calculated as follows (subject to paragraphs 2.3(b), (c), (d), (e), (f) and (g)):

$$C = \frac{E \times r}{(1 - (1 + r)^{-n})}$$

**Where:**

**C** means the annual capital charge for that capital asset.

**E** means the New Capital Expenditure incurred in creating that capital asset.

**r** means a rate of return which will be set as the prevailing Australian 10 year

Commonwealth bond rate at the date of completion of the capital asset plus a margin of not less than 4%, determined by the Office having regard to the risk involved in incurring the New Capital Expenditure.

*n* means the effective life of the asset measured in years.

- (b) If the Access Seeker does not seek access to overhead electrical infrastructure (for example, because the Access Seeker seeks to run diesel trains) the Capital Charge must not, for the purposes of calculating the amount to be paid by that Access Seeker, include any amount with respect to capital assets comprising part of the overhead electrical infrastructure.
  - (c) The annual capital charge for a specific capital asset will first be included in the Cost Base on the later of the start of the Charging Period and the date on which the asset is first available to be used by users of the Bayside Network (the **Capital Charge Commencement Date**).
  - (d) To the extent the Capital Charge Commencement Date is later than the start of the Charging Period then in the year of the Capital Charge Commencement Date, a part annual capital charge will be applied, pro rata with the days remaining in that year after the Capital Charge Commencement Date.
  - (e) To the extent the annual capital charge will continue to be applied for each year of the effective life of the capital asset concerned during the Charging Period.
  - (f) If the capital asset's effective life ends before the end of the Charging Period then in the year of the end of the capital asset's effective life, a part annual capital charge will be applied, pro rata with the days in the year up until the end of the effective life of the capital asset.
  - (g) Notwithstanding any other paragraph of this Schedule, if the Office's determination of the terms and conditions of access for a particular Access Seeker requires the Access Provider to incur New Capital Expenditure, the access charge determined for that Access Seeker and any subsequent Access Seeker must be set so as to be forecast by the Office to permit the Access Provider to recover in accordance with this Schedule the New Capital Expenditure concerned and a rate of return determined under paragraph 2.3(a) by the earlier of the end of the effective life of the capital assets concerned and the end of the first Access Seeker's Charging Period.
- 2.4 The Allowable Margin for the Bayside Network for the Charging Period will be either:
- (a) 10% of the Operations and Maintenance Costs for the Bayside Network for the Charging Period; or
  - (b) such other amount as the Office determines represents:
    - (i) a reasonable contribution to overhead costs (including all insurances except the Transport Accident Commission premiums) and administration costs, including corporate head office costs, not included in the calculation of Operations and Maintenance Costs; and
    - (ii) a reasonable return on Operations and Maintenance Costs, having regard to the risk involved in incurring the Operations and Maintenance Costs.
- 2.5 For the purposes of calculating the Cost Base of the Bayside Network in accordance with paragraph 2.1 and for the purposes of paragraph 4, no amount may be counted as both an Operations and Maintenance Cost and as New Capital Expenditure. For this purpose the Office may apportion an amount between Operations and Maintenance Costs and New Capital Expenditure in such manner as the Office considers fair and reasonable.
- 2.6 The Office may exclude any:
- (a) operations and maintenance costs from the calculation of the Operations and Maintenance Costs under paragraph 2.2(a); and
  - (b) New Capital Expenditure from the calculation of the Capital Charge under paragraph 2.3,

if the Office is of the view that an Access Provider acting efficiently, having regard to the nature and state of the Bayside Network, would not incur those costs or make that New Capital Expenditure.

### 3. Access Charges For Non Passenger Services

3.1 Incremental Non Passenger Costs on the Bayside Network for the Charging Period will be that part of the Cost Base of the Bayside Network calculated in accordance with clause 2.1 that is directly attributable to the operation of non passenger trains.

3.2 For the purposes of this paragraph 3:

- (a) the Allowable Non Passenger Access Seeker's Costs (Off Peak) for the Charging Period must be calculated as follows:

$$\text{INPC} \times \frac{\text{Non Passenger Access Seeker's GTK (Off Peak)}}{\text{Non Passenger GTK (Off Peak)}}$$

Where:

**INPC** means Incremental Non Passenger Costs for the Bayside Network for the Charging Period calculated in accordance with paragraph 3.1.

**Non Passenger Access Seeker's GTK (Off Peak)** means the Gross Tonne Kilometres forecast by the Office to be consumed by a particular Access Seeker's non passenger trains in operating on the Bayside Network outside the Peak over the Relevant Period.

**Non Passenger GTK (Off Peak)** means the Gross Tonne Kilometres forecast by the Office to be consumed by all non passenger trains in operating on the Bayside Network outside the Peak over the Relevant Period; and

- (b) the Allowable Non Passenger Access Seeker's Costs (Peak) for the Charging Period must be calculated as follows:

$$(\text{CB-INPC}) \times \frac{\text{Non Passenger Access Seeker's Train Kilometres (Peak)}}{\text{Total Train Kilometres (excluding Non Passenger Off Peak)}}$$

Where:

**CB** means Cost Base of the Bayside Network calculated in accordance with paragraph 2.1.

**INPC** means Incremental Non Passenger Costs for the Bayside Network for the Charging Period calculated in accordance with paragraph 3.1.

**Non Passenger Access Seeker's Train Kilometres (Peak)** means the Train Kilometres forecast by the Office to be consumed by a particular Access Seeker's non passenger Trains in operating on the Bayside Network in the Peak over the Relevant Period.

**Total Train Kilometres (excluding Non Passenger Off Peak)** means the Train Kilometres forecast by the Office to be consumed by all trains in operating on the Bayside Network over the Relevant Period excluding non passenger trains to the extent such trains operate outside the Peak.

3.3 The amount to be paid by a particular Access Seeker for access to the Bayside Network for the purpose of operating non passenger trains must be set so as to be forecast by the Office to enable the Access Provider to recover from the Access Seeker over the Charging Period:

- (a) the Allowable Non Passenger Access Seeker's Costs (Off Peak) with respect to trains to be operated by the Operator on the Access Provider's Network outside the Peak;
- (b) the Allowable Non Passenger Access Seeker's Costs (Peak) with respect to trains to be operated by the Operator on the Access Provider's Network in the Peak; and
- (c) any costs that will be incurred by the Access Provider in the Charging Period not included in the Cost Base that are directly attributable to the Access Seeker concerned accessing the Bayside Network (including, without limitation, any Transport Accident Commission premium payable by the Access Provider that is specified by the Transport Accident Commission as being referable to the Access Seeker and the costs of traction energy used by the Access Seeker in accessing the Bayside Network



where the Access Provider is required to provide that traction energy to the Access Seeker pursuant to the Office's determination).

3.4 The Office must give consideration:

- (a) in setting the amount to be paid by a particular Access Seeker for access under paragraph 3.3, to including a fixed component and a variable component in the access charge, in such proportions as the Office considers appropriate; and
- (b) in setting the terms for payment of the amount to be paid by a particular Access Seeker for access, to including mechanisms to minimise the risk to the Access Provider of the Access Seeker defaulting in making access payments.

3.5 For the purposes of this paragraph 3, any Train Kilometres or Gross Tonne Kilometres forecast to be consumed by a heritage operator free of charge pursuant to the Access Provider's lease of the Bayside Network must be disregarded (whether operated under the accreditation of the heritage operator or under the accreditation of a third party on behalf of the heritage operator).

**4. Other Matters**

4.1 The Office must in making any forecast pursuant to this Schedule take into account any information provided by the Access Provider to the Office that is relevant to the forecast.

4.2 The Office may, if it considers it appropriate, include in its determination a mechanism to change the amount to be paid for access which the Office has set pursuant to paragraph 3 to reflect any or all of:

- (a) price inflation or expected efficiency gains or both; and
- (b) differences arising between forecasts made by the Office pursuant to this Schedule and actual results in relation to the matter forecast.

4.3 If the Access Provider of part or all of the Bayside Network is a person other than National Express Group Australia (Bayside Trains) Pty Ltd (ACN 087 425 287) then in determining the amount to be paid to that Access Provider for access:

- (a) for the purposes of the definitions of New Capital Expenditure and Operations and Maintenance Costs, expenditure and costs incurred by National Express Group Australia (Bayside Trains) Pty Ltd will be treated as having been incurred by the Access Provider; and
- (b) the terms of the lease or sub-lease of the Bayside Network to the Access Provider or contract with the Access Provider to manage the Bayside Network must be disregarded.

**Attachment A – Paragraph 2.2 of the Schedule – Cost Allocation Rules**

**1. Cost Classification**

Cost Category	Description
<b>(a) Maintenance costs</b>	
(i) Track and right of way	including but not limited to all maintenance and renewal costs incurred on section gangs, ballast cleaning, tamping, rail testing and inspection, routine structure maintenance, minor spot/unscheduled replacement of track, plant trains expenditure, civil works, permanent way reserve management, welding, repair and rectification work, track gang protection, running line track, running line points, crossings, reballasting, rail profiling, resleepering, rerailing, bridges, culverts, tunnels, cuttings, embankments, retaining walls,

(ii) Signalling and communications maintenance	signal bridges, weed spraying and environmental management. including but not limited to all costs incurred on preventative and unscheduled maintenance and renewal of signalling and communications equipment, manual and automatic block working systems, interlockings and level crossing protection.
(iii) Facilities maintenance	including but not limited to all costs incurred on maintenance and renewal of buildings and equipment involved in infrastructure maintenance and operations, including level crossings.
(iv) Electrical maintenance	including but not limited to all costs incurred on maintenance and renewal of electrical infrastructure, overhead and sub-stations.
<b>(b) Operations costs</b>	
(i) Train control and safeworking operational costs	including but not limited to all costs incurred on control centres, operations of signalling boxes, communication systems and system safety costs, rail safety accreditation and other legal compliance.
(ii) Train planning	including but not limited to all costs incurred in relation to the preparation of train schedules.
(iii) Traction monitoring and control	including but not limited to all costs incurred in relation to the monitoring and controlling of traction energy (but does not include the costs of traction energy itself).
(iv) Information technology expenditure	being all costs incurred on information technology and telecommunications directly related to the infrastructure and train operations area.
(v) Engineering contracts	being all costs incurred on managing engineering data and drawings and engineering design.
(vi) Train control lease costs	being the lease cost of the train control rooms.
(vii) Transport Accident Commission costs	being any Transport Accident Commission premium payable by the Access Provider that is not specified by the Transport Accident Commission as being referable specifically to a particular user of the Bayside Network.
(viii) Insurance costs	being all insurance costs incurred in relation to the Bayside Network and the provision of access.

Dated 15 May 2001

Responsible Minister:  
PETER BATCHELOR  
Minister for Transport

HELEN DOYE  
Clerk of the Executive Council









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