

# **PKM NETWORK STATEMENT 2017/2018**

**Gdańsk 2017**



## Table of contents

1. LIST OF ANNEXES .....	5
2. DEFINITION OF TERMS AND ABBREVIATIONS IN THE NETWORK STATEMENT .....	5
3. GENERAL INFORMATION.....	8
3.1. Introduction .....	8
3.2. Aim .....	8
3.3. Legal framework .....	8
3.4. Legal status .....	8
3.4.1. General provisions .....	8
3.4.2. Responsibility .....	9
3.4.3. Appeal procedure.....	9
3.5. Structure of the Network Statement .....	9
3.6. Validity, amendments and updating .....	9
3.6.1. Validity period.....	9
3.6.2. Amendment and updating process .....	10
3.7. Publishing .....	10
3.8. Contact details .....	10
3.9. Resolution of disputes.....	10
4. ACCESS CONDITIONS.....	11
4.1. Introduction .....	11
4.2. General access conditions .....	11
4.2.1. Conditions for applying for capacity.....	11
4.2.2. Conditions for access to the railway infrastructure.....	12
4.2.3. Licences.....	12
4.2.4. Safety certificate.....	12
4.3. General commercial conditions .....	12
4.3.1. Framework agreement .....	12
4.4. Operational regulations .....	13
4.5. Carriage of exceptional consignments .....	13
4.6. Dangerous goods.....	13
4.7. Rolling stock acceptance rules.....	14
4.8. Staff acceptance process .....	14
5. INFRASTRUCTURE .....	16
5.1. Introduction – list of available railway lines.....	16
5.5 Rail operation and communication systems .....	16
5.5.1 Signalling systems.....	16

5.5.2	Rail operation systems .....	16
5.5.3	Communication systems.....	17
5.6	Traffic limitations .....	17
5.6.1	Environmental restrictions .....	17
5.6.2	Restrictions in carriages of dangerous goods.....	17
5.7	Availability of infrastructure .....	17
5.8	Service facilities .....	18
5.8.1	Passenger stations.....	18
6	CAPACITY ALLOCATION .....	19
6.1	Introduction .....	19
6.2	Description of the process.....	19
6.2.1	Submitting applications for train path allocation.....	19
6.2.2	Submission of applications for capacity allocation for shunting or stabling purposes .....	19
6.3	Schedule for the ordering and allocation of train paths.....	19
6.3.1	Train timetable changes .....	19
6.3.1.1	Modification of allocated capacity .....	20
6.4	Railway path allocation process .....	20
6.4.1	Co-ordination and collision resolution process.....	20
6.4.2	Congested infrastructure: definition, priority criteria and procedure .....	20
6.4.3	Impact of framework agreements .....	20
6.5	Allocation of capacity for maintenance, renewal and enhancements.....	20
6.6	Substitute transport.....	21
6.7	Rules for cancellation of unused capacity .....	21
6.8	Exceptional consignments and dangerous goods .....	22
6.9	Special measures to be taken in the event of disturbances .....	22
6.9.1	Notification rules.....	22
6.9.2	Foreseeable problems.....	22
6.9.2.1	Procedure in the case of detection of vehicle damages.....	23
6.9.2.2	Unforeseen problems .....	23
6.9.2.3	Procedure in the event of occurrences or potentially dangerous situations in railway transport.....	24
6.10	Allocation of capacity for service facilities.....	25
7	SERVICES .....	25
7.1	Introduction .....	25
7.2	Minimum access package .....	25

7.3	Access to service infrastructure facilities and provision of services .....	25
7.3.1	Provision of services on service infrastructure facilities .....	25
8	FEES .....	27
8.1	Fee setting policy .....	27
8.2	Fee setting method .....	27
8.3	Tariffs.....	27
8.3.1	Minimum access to railway infrastructure .....	27
8.3.2	Fees for services referred to in subchapter 7.3.....	28
8.4	Financial penalties and incentives.....	28
8.4.1	Non-use/cancellation fees .....	28
8.4.2	Discounts for equipping the rolling stock with the ERTMS system.....	29
8.5	Performance scheme .....	29
8.6	Changes of fees.....	30
8.7	Rules of settlements.....	30
8.8	Financial guarantees.....	30
9	PROCEDURE DURING THE PERFORMANCE OF THE CONTRACT .....	33
9.1	Organisation and execution of train journeys .....	33
9.2	Inspection activities carried out by the authorised personnel of PKM .....	33
9.3	Compensations and settlements for non-fulfilment of obligations .....	34
9.4	Permissions for the Railway Undertaking's employees .....	35
9.5	Reporting of readiness for departure by the Railway Undertaking .....	35
	Annex 1. Address details.....	37
	Annex 2 Network range .....	38
	Annex 3 Technical and operational parameters.....	39
	Annex 3a. List of operating control points and forwarding points .....	45
	Annex 4. Instructions and other documents.....	48
	Annex 5. Schedule of planned track closures - .....	49
	Annex 6. Price-list of fees for the use of railway infrastructure managed by PKM valid for the ATT 2017/2018.....	50

## 1. LIST OF ANNEXES

Annex 1. Address details

Annex 2. Network range

Annex 3. Technical & operational parameters of lines

Annex 3a List of operating control points and forwarding points

Annex 4. Instructions and other documents

Annex 5. Schedule of planned track closures

Annex 6. Price-list of fees for the use of railway infrastructure managed by PKM valid for the ATT 2017/2018

## 2. DEFINITION OF TERMS AND ABBREVIATIONS IN THE NETWORK STATEMENT

1. This Network Statement contains terms relating to the procedure of granting access to the railway infrastructure, which are defined in the applicable regulations, in particular the Railway Transport Act of 28 March 2003 (consolidated text: Journal of Laws of 2017, item 2117), hereinafter called the “Act”, and related implementing regulations, including the Decree of the Minister of Infrastructure and Construction as of 7 April 2017 on the procedure for granting access to the railway infrastructure (Journal of Laws of 2017, item 755), hereinafter called the “Decree”.
2. For the purposes of the Network Statement, definitions of the following terms and abbreviations shall be introduced:
  - 1) Applicant – a railway undertaking or an international economic interest grouping of railway undertakings or any other entity interested in gaining capacity, in particular a public transport operator, a shipper, a freight forwarder or a combined transport operator;
  - 2) Railway Undertaking – an enterprise authorised under a licence to provide railway transport services or traction services, or an entity providing transport services on the narrow-gauge railway infrastructure;
  - 3) Price-List - the price-list of individual fees for the use of railway infrastructure managed by PKM S.A., prepared in accordance with § 21 of the Decree
  - 4) regular-interval timetable – a timetable for a group of trains having common characteristics as defined in § 2 point 1 of the Decree;
  - 5) working days – weekdays from Monday to Friday, excluding public holidays;
  - 6) Instructions – instructions and other documents of PKM referred to in Annex 4;
  - 7) TPRIS – Train Paths Request Internet System “Request & Ride” on PLK’s website ([www.plk-sa.pl](http://www.plk-sa.pl))– an application enabling Applicants and Railway Undertakings to handle applications for train path allocation on a comprehensive basis;
  - 8) conflict between submitted applications – a situation in which at least two Railway Undertakings submitted applications for train paths allocation (as defined in Art. 4 par. 12 of the Act) for the parallel use of the same track of railway line/section;

- 9) coordination – the procedure for the solving of the conflict between submitted applications for train path allocation by PLK on the basis of the agreement for the co-operation of administrators with regard to the connection of railway tracks in the current timetable, by way of consultations between Applicants/Railway Undertakings;
- 10) LCC PCM – Local Control Centre of PKM;
- 11) PKM Lines – the railway line no. 248 (from the Gdańsk Wrzeszcz station to the Gdańsk Osowa station) and the railway line no. 253 (from the Gdańsk Rębiechowo station to the Gdańsk Osowa R1 station) managed by PKM;
- 12) congestion period – a part of natural day, a natural day, or several days when the demand for the capacity of the railway line or its section cannot be fully satisfied, also in consideration of train parameters requested by the Applicant/Railway Undertaking, even after coordination;
- 13) PKM or Administrator – Pomorska Kolej Metropolitalna S.A.;
- 14) PLK – PKP Polskie Linie Kolejowe S.A.;
- 15) Railway Undertaking's Employees – the Railway Undertaking's employees and other people used by the Railway Undertaking for performing the Contract of Use;
- 16) PKM's Employees – PKM's employees and other people used by PKM for performing the Contract of Use;
- 17) PLK Network Statement – the Network Statement elaborated by PLK;
- 18) Timetables:
  - a) ATT – Annual Train Timetable – the train timetable valid between two successive train timetable changes introduced at midnight (0:00 a.m.) on the second Saturday of December;
  - b) ITT – Individual Train Timetable – the train timetable prepared on the basis of an application for train path allocation concerning the allocation of new capacity during the validity period of ATT;
  - c) STT – Simplified Train Timetable – the train timetable prepared on the basis of an application for train path allocation submitted later than 5 days before the planned launch of the train;
  - d) RTT – Replacement Train Timetable – the train timetable prepared by PLK, containing changes resulting from the planned performance of investment, modernisation, repair and current maintenance works;
- 19) TDRS – Train Delay Recording System;
- 20) Crisis Situation – a situation being a consequence of an unforeseen event leading to disruptions in the operational & transport process carried out on the network managed by PKM and requiring the commencement of a crisis operation by PKM;
- 21) Exceptional Situation – a situation in which, as a result of the Extraordinary Event causing disturbance or a danger of disturbance of the operation process on PKM lines, the fulfilment of obligations resulting from this contract is limited or impossible and which could not be foreseen or prevented with due diligence by any of the parties thereto;
- 22) HRDG – High Risk Dangerous Goods
- 23) Contract of Allocation – a contract of capacity allocation;
- 24) Contract of Use – a contract of capacity use;
- 25) Event – a serious accident, an accident and an incident;
- 26) Exceptional Event – a sudden event beyond the will of parties to the Contract, particularly resulting from:

- a) introduction of an exceptional state, a state of natural disaster, a state of emergency or martial law in the whole country or its part;
- b) social protests, e.g., strikes, riots or civil commotion,
- c) terror acts or the occurrence of a threat of such acts,
- d) other unforeseen events such as: floods, fires, hurricanes, landslides, long-lasting precipitations, failures of energy or communication networks, etc.

### **3. GENERAL INFORMATION**

#### **3.1. Introduction**

1. PKM is the administrator of PKM Lines.
2. PKM holds the Safety Certificate no. 137/Zi/15 issued on 7 August 2015 by the President of the Office of Rail Transport [Urząd Transportu Kolejowego – UTK], which is valid till 6 August 2020. The Safety Certificate authorises PKM to manage the Railway Infrastructure.
3. Until the inclusion of PKM Lines into the remaining part of the railway system and obtaining of safety authorisation within the meaning of Article 18 of the Act, PKM Lines are intended for the provision of regional transport service, including provincial transport service. In connection with the above, the provisions of the Statement referring to any other transport services than indicated above shall become valid upon receipt of safety authorisation by PKM.

#### **3.2. Aim**

The rules of co-operation and requirements for obtaining access to the railway infrastructure managed by PKM and the service infrastructure connected with the Administrator's network concerning all Applicants and Railway Undertakings are included in the Network Statement, hereinafter called the Statement.

#### **3.3. Legal framework**

1. The basic legal conditions governing the operation of railway transport, including access to railway infrastructure, are laid down in the Act, its implementing acts and other generally applicable laws, including laws regulating commercial relations between business entities.
2. Legal acts of the Republic of Poland regarding railway transport are available at: <https://www.utk.gov.pl/pl/akty-prawne-i-orzecznic/akty-prawne/akty-prawne-rzeczpospol>
3. Legal acts of the European Union regarding railway transport are available at: <https://www.utk.gov.pl/pl/akty-prawne-i-orzecznic/akty-prawne/akty-prawne-unii-europe>

#### **3.4. Legal status**

##### **3.4.1. General provisions**

1. The Statement is prepared on the basis of Article 32 of the Act and § 27 of the Decree.
2. The draft version of the Statement is consulted upon with Applicants pursuant to § 27 par. 3 of the Decree.
3. The draft version of the Statement, any amendments thereto and the notice of its consultation are published on PKM's website at: [www.pkm-sa.pl](http://www.pkm-sa.pl).



4. Entities entitled to submit remarks to the Statement shall send them to PKM by e-mail to: [regulamin@pkm-sa.pl](mailto:regulamin@pkm-sa.pl) , inserting the content: “dot. Regulaminu sieci PKM” (“concerning the PKM Network Statement”) in the subject line of the message.
5. The list of submitted remarks along with information about the manner of their consideration and a justification in the case of their rejection is published on PKM’s website not later than within 30 days from the day of their receipt by PKM.
6. The Statement is adopted for use by the Resolution of the Management Board of PKM and published on PKM’s website at: [www.pkm-sa.pl](http://www.pkm-sa.pl).

#### 3.4.2. Responsibility

PKM is not responsible for the information published by other entities at the web addresses given in the Network Statement, including data developed by other railway infrastructure administrators and operators of service facilities.

#### 3.4.3. Appeal procedure

Complaints and petitions concerning PKM’s activities are accepted in writing or by e-mail to the addresses stated below:

**Pomorska Kolej Metropolitalna SA**  
**ul. Budowlanych 77, 80-298 Gdańsk**  
**e-mail: [sekretariat@pkm-sa.pl](mailto:sekretariat@pkm-sa.pl)**

excluding matters concerning the Statement, with regard to which contact takes place in accordance with subchapter 3.4.1 of the Statement and with regard to the performance of the Contract of Allocation or the Contract of Use – in accordance with the given Contract.

### ***3.5. Structure of the Network Statement***

The Statement consists of two parts:

- 1) descriptive part – specifying, i.a., conditions of providing access to railway infrastructure, capacity allocation, the use of allocated capacity, types of services provided, and information about fees;
- 2) annexes – containing, i.a., rail network characteristics, lists of organisational units referred to in the descriptive part of the Network Statement, templates of documents, a list of internal regulations binding upon the Applicant/Railway Undertaking, schedules of track closures, and contact details of PKM.

### ***3.6. Validity, amendments and updating***

#### 3.6.1. Validity period

The Network Statement is in force during the period of preparation, development and validity of the timetable 2017/2018.

### 3.6.2. Amendment and updating process

1. The descriptive part of the Network Statement is amended in justified cases, after prior consultations with Applicants. These amendments come into force within 10 days of their introduction, unless PKM specifies any other time-limit for justified reasons.
2. Amendments resulting from amendments of general legal provisions are made according to deadlines included in these provisions.
3. If necessary, PKM updates annexes to the Network Statement.

### 3.7. Publishing

1. The current text of the Network Statement with annexes is published at: [www.pkm-sa.pl](http://www.pkm-sa.pl).
2. PKM informs Applicants about the announcement of the Network Statement and about its amendments and updates by e-mail, provided that the Applicant's e-mail address is provided to the address indicated in subchapter 3.4.1 par. 4.

### 3.8. Contact details

Contact details of PKM's Employees providing detailed information regarding technical and operational parameters of railway lines, information on the safety of rail transport of dangerous goods and on environment protection are included in Annex 1.

### 3.9. Resolution of disputes

Any disputes between PKM and Applicants or Railway Undertakings shall be settled amicably in the first place, and if there is no possibility of amicable settlement, the rules set out in Contracts of Allocation or in Contracts of Use shall apply.

## 4. ACCESS CONDITIONS

### 4.1. Introduction

Chapter 2 contains conditions and rules related to the provision of access to railway infrastructure managed by PKM.

### 4.2. General access conditions

Access conditions have been elaborated on the basis of the provisions of the Act and the Decree.

#### 4.2.1. Conditions for applying for capacity

1. The Applicant acquires the right to submit applications for capacity upon conclusion of the Contract of Allocation of capacity with the Administrator.
2. In order to conclude the Contract of Allocation, the Applicant submits a written application for conclusion of the Contract of Allocation to the following address:

**Pomorska Kolej Metropolitalna SA**  
**ul. Budowlanych 77, 80-298 Gdańsk**  
**e-mail: [sekretariat@pkm-sa.pl](mailto:sekretariat@pkm-sa.pl)**

In the application, the Applicant specifies in particular:

- 1) company (or company name or the Applicant's full name, depending on organisational & legal form), registered office and address;
  - 2) data enabling clear identification, i.e., Tax Identification Number (NIP), National Business Registry Number (REGON), National Court Register (KRS);
  - 3) the planned scope of requested capacity;
  - 4) the method and time-limits for providing the Administrator with information about the Railway Undertaking entitled to utilise the capacity requested in the application.
3. In the case of Applicants wishing to submit applications for capacity allocation with regard to rail passenger services, the Applicant shall determine the planned scope of contracted capacity to the extent that it has entered into a public service contract, presented a declaration of the organiser of public rail transport of the intention to cover trains with a public service contract or obtained a decision to grant open access.
  4. The submission of applications for capacity allocation and their consideration takes place according to rules referred to in subchapters 6.1 - 6.4.
  5. The capacity allocated to an Applicant cannot be transferred to another Applicant.
  6. The capacity allocated to any Applicant other than a Railway Undertaking may not be used for any other type of transport service than that indicated in the application for capacity allocation.
  7. An Applicant who is not a Railway Undertaking may indicate different Railway Undertakings entitled to use the capacity allocated on the basis of individual applications.
  8. An Applicant who is a Railway Undertaking may not indicate another Railway Undertaking to use the allocated capacity.

#### 4.2.2. Conditions for access to the railway infrastructure

1. The Railway Undertaking acquires the right to utilise capacity allocated to the Applicant upon conclusion of the Contract of Use of capacity with the Administrator.
2. The Administrator presents the draft version of the Contract of Use to the Railway Undertaking indicated by the Application within the time-limit agreed upon with the Applicant.
3. Prior to the conclusion of the Contract of Use, the Railway Undertaking is obliged to submit to the Administrator:
  - 1) a certified copy of a valid license referred to in Article 43 of the Act, to the extent to which it corresponds to the subject-matter of the Contract of Use;
  - 2) a certified copy of a valid safety certificate referred to in Article 18b of the Act;
  - 3) the statement that it shall perform transport services with the use of rolling stock which meets conditions specified in the Decree of the Minister of Infrastructure of 12 October 2005 on general technical operational conditions for railway vehicles (Dziennik Ustaw - Polish Journal of Laws 2016, item 226, as amended);
  - 4) the statement that it shall notify changes, suspension or withdrawal of the licence and/or safety certificate to the following address:

**Pomorska Kolej Metropolitalna SA**  
**ul. Budowlanych 77, 80-298 Gdańsk**  
**e-mail: [sekretariat@pkm-sa.pl](mailto:sekretariat@pkm-sa.pl)**

Documents shall be submitted in Polish language or in certified translation of their originals into Polish.

#### 4.2.3. Licences

The President of the Office of Rail Transport (UTK) is the competent authority to grant, refuse to grant, amend, suspend or revoke the license of an entrepreneur based in the Republic of Poland.

Urząd Transportu Kolejowego  
Al. Jerozolimskie 134, 02-305 Warszawa  
utk@utk.gov.pl  
www.utk.gov.pl

#### 4.2.4. Safety certificate

The issuing, extension of validity, change and revocation of safety certificates and the maintenance and updating of their register are the tasks of the President of UTK, with regard to the supervision of entities whose activity affects the safety of railway traffic and the safety of railway operation.

Contact details of the Office of Rail Transport are indicated in subchapter 4.2.3.

### 4.3. *General commercial conditions*

The detailed conditions of co-operation between Applicants and Railway Undertakings with the Administrator are agreed upon in the Contract of Allocation or the Contract of Use which describe rights and obligations of the parties, commercial and formal & legal aspects concerning the fulfilment of mutual obligations.

#### 4.3.1. Framework agreement

Until the day of validity of the ATT 2017/2018, PKM does not plan to conclude any agreements for capacity reservation within the period exceeding the validity period of the ATT.

#### **4.4. Operational regulations**

1. A list of internal regulations for the Applicant and the Railway Undertaking is indicated in Annex 4.
2. The Administrator notifies Applicants and Railway Undertakings about changes of internal regulations referred to in Annex 4 within the time-limit allowing for preparation to introduce changes, however not later than 7 calendar days before these changes come into force.
3. Current internal regulations are published at:  
[www.pkm-sa.pl](http://www.pkm-sa.pl)
4. If they are not available on the website referred to above, the Administrator shall send them free of charge in electronic version at the written request of the Applicant or the Railway Undertaking to the address indicated by the Applicant or the Railway Undertaking.

#### **4.5. Carriage of exceptional consignments**

1. Journeys of trains with exceptional consignments are fulfilled by PKM within the frame of the ATT and the ITT upon prior arrangement of consignment carriage conditions.
2. The Applicant or the Railway Undertaking shall file an application for consent to the carriage of an exceptional consignment to the PLK Railway Traffic Management Centre, pursuant to the agreement for the co-operation of administrators with regard to the connection of railway tracks in the valid railway timetable and the PLK Network Statement.
3. Detailed information included in the application for the carriage of an exceptional consignment referred to in par. 2 can be found in "Instructions on the carriage of exceptional consignments" PKM-11 specified in Annex 4.
4. At the request of the Applicant/Railway Undertaking, PKM updates previously issued consents to the carriage of exceptional consignments in the case of track closures occurring on the premises of and caused by PKM.

#### **4.6. Dangerous goods**

1. Dangerous goods mean materials and objects whose transportation is prohibited by the Regulations for the International Carriage of Dangerous Goods by Rail (RID) or permitted only under certain conditions. The carriage of dangerous goods by rail is any movement of dangerous goods by wagon, in consideration of halts required during this carriage and the activities related to that carriage.
2. The obligation to apply the RID also results from Directive 2008/68/EC of the European Parliament and of the Council of 24 September 2008 on the inland transport of dangerous goods, which was implemented in the Polish legal system by the Dangerous Goods Act of 19 August 2011 (Dziennik Ustaw – Polish Journal of Laws 2011, item 1834, as amended).
3. Regulations concerning the carriage of dangerous goods by rail are included in "Instructions for organisation and procedure for the carriage of dangerous goods PKM-10" listed in Annex 4 and in legal acts detailed on the website:  
<http://mib.gov.pl/2-Przewoztowarowniebezpiecznych.htm>

#### **4.7. Rolling stock acceptance rules**

1. Railway vehicles of railway undertakings must meet requirements specified in the Decree of the Minister of Infrastructure of 12 October 2005 on general technical operational conditions for railway vehicles (Dz.U. – Polish Journal of Laws 2016, item 226, as amended) and have relevant documents in accordance with the Decree of the Minister of Transport of 2 November 2006 on documents that should be kept in a railway vehicle (Dz.U. – Polish Journal of Laws 2007, No. 9, item 63).
2. The maximum unbalance load of bogies, wheels, axles and wheels of given axle of a railway wagon must be within the range of +/-12%.
3. Motive power units should have functional ATP dead man's levers installed. The use of the ERTMS/ETCS 12 on-board unit is recommended.
4. Railway undertakings providing passenger transport services and using PKM Lines are obliged to compose trains of passenger rolling stock equipped with closed circulation toilets.
5. Trains moving on PKM Lines should be equipped with a functional continuous brake.
6. Any Railway Undertaking that wants to use platforms of PKM Lines in a manner complying with the provisions of TSIs for Persons with Reduced Mobility (Decision of the European Commission of 21 December 2007, No. 2008/164/EC, hereinafter called TSI PRM) must equip its rolling stock with boarding aids pursuant to the above Decision relevant to the given type of rolling stock and its own operation of these devices. PKM as the administrator of infrastructure ensures the availability and conformity of platforms with TSI PRM according to the standard of 760 mm height.
7. In order to work in the radiotelephone GSM-R network, all radiotelephone devices must comply with the following requirements:
  - 1) hold a valid document confirming compliance with the essential requirements of the Act of 16 July 2004 – Telecommunications Law (i.e., Dz. U. – Polish Journal of Laws 2017, item 1907, hereinafter referred to as "Telecommunications Law Act"),
  - 2) hold a valid radio permission referred to in Article 143 of the Telecommunications Law Act,
  - 3) work with devices used in the radiotelephone PKM network of GSM-R standard,
  - 4) not cause any interference in the operation of the radiotelephone network used on PKM Lines.
8. A railway vehicle must be equipped with a properly configured GSM-R cabin radiotelephone with a Rapid Emergency Call (REC) option.
9. The Railway Undertaking may not make available radiotelephone devices used by the Railway Undertaking's Employees that are owned by PKM and operate in the GSM-R radiocommunication network to third parties and is responsible for their efficiency and use.
10. Railway Undertakings that shall use the railway line equipped with a GSM-R communication system for the first time shall complete a single training course with regard to the procedure for checking the correct operation of the radiotelephone and the REC function.

#### **4.8. Staff acceptance process**

1. The Railway Undertaking's employees doing assignments directly connected with railway traffic operation and driving railway vehicles have to comply with requirements

- specified in the Act and in relevant executive acts issued on its basis, including drivers in respect of working time and rest period as well as the knowledge of railway line sections.
2. During the execution of assignments resulting from the Contract of Use, the Railway Undertaking's employees must be equipped – when required – with a permit issued as set out in subchapter 9.4 and current publications of timetables or relevant excerpts.
  3. Training of the Railway Undertaking's employees with regard to issues concerning the use of PKM's railway infrastructure, in particular:
    - 1) railway traffic techniques,
    - 2) knowledge of sections of technical regulations of PKM.  
may be conducted at the Railway Undertaking's request by PKM's relevant Employees; however, this training is compulsory for Employees of the Railway Undertaking that shall perform transport services on the PKM infrastructure for the first time.
  4. A detailed range of issues referred to in par. 3, dates, the number of training hours and payment for training is specified in a separate contract.

5.

## **5. INFRASTRUCTURE**

### ***5.1. Introduction – list of available railway lines***

PKM manages the railway infrastructure with the line length of 34.890 km. The infrastructure of PKM includes:

- a) the double-line track no. 248, where the beginning is km 1.204 of the odd track and km 1.429 of the even track and the end is km 18.182 for the odd track and km 17.985 of the even track,
- b) the single-line track no. 253 with the length of 1.356 km.

PKM does not provide for the preference of any kind of transport on managed railway lines within the meaning of Article 29b of the Act.

### ***5.2 Network range***

The range of PKM's network is specified in detail in Annex 2.

### ***5.3 Network description***

1. There are 4 operating control points on the managed infrastructure, including 1 station, 22 viaducts, 9 culverts, 6 passages under tracks, 4 pedestrian footbridges and 1 technological footbridge.
2. Technical and operational parameters of the infrastructure managed by PKM are specified in detail in Annex 3.
3. The list of operating control points and forwarding points on PKM lines is included in Annex 3A.
4. The list of road structures on PKM Lines is set out in Annex 3.

### ***5.4 Power supply***

The railway lines no. 248 and 253 are non-electrified.

## **5.5 Rail operation and communication systems**

### ***5.5.1 Signalling systems***

The entire lines managed by PKM are provided with a light signalling system.

### ***5.5.2 Rail operation systems***

Lines managed by PKM are provided with an EBI Lock 950 computer system, version 4 with STC2 controllers, an EBI Screen 300 central traffic control and management system, a SOL3 track and switch non-usage control system and an ERTMS/ETCS level 2 system.



### 5.5.3 *Communication systems*

Lines managed by PKM are provided with a GSM-R radio communication system according to the standard described in TSI.

Trains running on PKM lines shall use only the GSM-R system.

## 5.6 *Traffic limitations*

1. Users of railway lines are obliged to follow the provisions included in Supplement 2 to the Internal Train Timetable comprising a list of permanent restrictions and a list of line speeds on main tracks of junction stations.
2. Supplement 2 to the Internal Train Timetable is prepared periodically, however for the first time in parallel with the entry of the ATT into force.  
The current Supplement 2 to the Internal Train Timetable is available with TPRIS.
3. PKM shall inform the driver of a motive power unit, in the manner specified in regulations, about provisional changes that are a consequence of the urgent need to put some operational limitations concerning:
  - a. technical and operational parameters of the line on which trains ride, including limitations relevant to repair works, speed limits and other operational restrictions;
  - b. operation of railway traffic control and communication devices as well as control devices.

### 5.6.1 *Environmental restrictions*

Railway Undertakings are obliged to compose trains of passenger rolling stock equipped with closed circulation toilets throughout the railway infrastructure of PKM.

### 5.6.2 *Restrictions in carriages of dangerous goods*

Information about restrictions concerning the transport of dangerous goods, including the course of action of all participants of the transport of dangerous goods on railway lines managed by PKM and the prevention of situations causing threats to people and environment resulting from this process is set out in Instructions on procedure for the transport of dangerous goods by rail – PKM-10, indicated in Annex 4.

## 5.7 *Availability of infrastructure*

Operational restrictions may result, among others, from:

1. planned track closures resulting from investment, modernisation, renovation and current maintenance works;
2. unplanned track closures resulting from damages of railway infrastructure;
3. temporal restrictions in the use of parts of railway lines;
4. rolling stock damages;
5. occurrence of extraordinary or crisis situations;
6. threat to traffic safety or the safety of the transportation of people and goods;
7. national safety and defence needs;
8. a decision made by the President of the Office of Rail Transport or other authorised state bodies.

On lines covered by planned track closures, PLK shall prepare RTTs on the basis of actual line capacity, in accordance with the PLK Network Statement.

During the validity period of the timetable 2017/2018, PKM does not plan to conduct works consisting in the construction, development or modernisation of the railway network that would lead to restrictions in the use of the railway infrastructure.

### **5.8 Service facilities**

Information on service facilities is included in Regulations on access to service facilities managed by PKM, available on the website

[www.pkm-sa.pl](http://www.pkm-sa.pl)

#### 5.8.1 Passenger stations

Passenger stations – detailed technical conditions of access are included in Regulations on access to service facilities managed by PKM, available on the website

[www.pkm-sa.pl](http://www.pkm-sa.pl)

## 6 CAPACITY ALLOCATION

### 6.1 Introduction

1. Capacity is allocated on the basis of applications submitted by Applicants who concluded the Contract of Allocation.
2. Applications referred to in par. 1 may concern the allocation of train paths, the allocation of new capacity or the modification of allocated capacity.
3. In its application for capacity allocation for a train path, the Applicant indicates related applications that are required for the allocation of the requested train path.

### 6.2 Description of the process

#### 6.2.1 Submitting applications for train path allocation

1. On the basis of the agreement for the co-operation of administrators with regard to the connection of railway tracks concluded between PLK and PKM, for the purpose of using the railway lines managed by PKM, the Applicant requests PLK to allocate capacity within ATT, ITT, STT and RTT according to the rules specified in the PLK Network Statement.
2. The application for the allocation of capacity is submitted in electronic form via TPRIS on PLK's website ([www.plk-sa.pl](http://www.plk-sa.pl)), according to the rules specified in the PLK Network Statement.

#### 6.2.2 Submission of applications for capacity allocation for shunting or stabling purposes

PKM does not offer any shunting or stabling services.

### 6.3 Schedule for the ordering and allocation of train paths

1. PLK accepts applications from Applicants/Railway Undertakings for the allocation of train paths in the train timetable 2017/2018 within time-limits specified in the PLK Network Statement.
2. Upon elaboration of train paths, PLK shall notify Applicants/Railway Undertakings about paths allocated to them.
3. PLK shall allocate train paths in accordance with the PLK Network Statement elaborated as a part of the train timetable 2017/2018.

#### 6.3.1 Train timetable changes

1. Timetable changes may involve:
  - 1) preparation of proposals for changes of allocated train paths that are necessary due to changes in railway infrastructure parameters;
  - 2) consideration of applications for train path allocation concerning modifications of allocated train paths;
  - 3) preparation of proposals for changes of allocated train paths that are possible due to changes in railway infrastructure parameters or changes referred to in point 1 and 2;
  - 4) consideration of applications for train path allocation concerning the allocation of new train paths.

2. On the basis of the agreement for the co-operation of railway administrators with regard to the connection of railway tracks in the valid timetable, the rules of timetable changes are specified in the PLK Network Statement.
3. PLK introduces changes in the train timetable resulting from investments, repairs or the maintenance of PKM lines, within deadlines specified in the PLK Network Statement.

#### *6.3.1.1 Modification of allocated capacity*

1. PKM allows Applicants to modify allocated capacity.
2. The modification of allocated capacity is possible exclusively by submitting an application via TPRIS.
3. The modification of capacity takes place pursuant to the provisions of the PLK Network Statement.

### **6.4 Railway path allocation process**

#### **6.4.1 Co-ordination and collision resolution process**

On the basis of the agreement for the co-operation of administrators with regard to the connection of railway tracks concluded between PLK and PKM, in the case of a conflict between submitted applications for train path allocation or paths allocated on PKM lines, PLK undertakes a co-ordination process according to the rules determined in the PLK Network Statement.

#### **6.4.2 Congested infrastructure: definition, priority criteria and procedure**

1. If, notwithstanding actions referred to in subchapter 6.4.1, it is not possible to fulfil requirements included in the applications for train path allocation in accordance with Applicants' expectations, PKM promptly notifies the President of UTK and involved Applicants that the railway line or its section is congested, excluding the cases referred to in § 7 par. 11 pt 1 of the Decree. PKM sends also a notification about the railway line or its section where the lack of capacity is expected in the successive ATT elaboration period.
2. On the basis of information received from PLK, PKM presents results of the railway line capacity analysis as well as the scheme of capacity increase to the President of UTK for congested railway lines or their sections according to the rules specified in the Decree.
3. The allocation of train paths on congested railway line sections is carried out on the basis of results of the auction referred to in § 7 par. 11 pt 4 of the Decree.

#### **6.4.3 Impact of framework agreements**

Pursuant to subchapter 4.3.1, PKM does not plan to conclude any agreements for the reservation of capacity within the period exceeding the validity of ATT as long as ATT 2017/2018 remains valid.

### **6.5 Allocation of capacity for maintenance, renewal and enhancements**

1. The allocation of capacity for the purpose of a train journey for the needs of maintenance, renewal and enhancements shall be carried out in accordance with the rules set out in chapter 6.
2. The train journey for the needs referred to in par. 1 is carried out on the basis of the elaborated train timetable pursuant to contracts concluded with PKM.

3. An application for capacity allocation for maintenance purposes (maintenance-repair journey), in the section containing notes and instructions, must include:
  - 1) the number of the maintenance-repair contract or order that is the basis for the aforementioned train journey (the contract concluded by PKM with the contractor for railway infrastructure maintenance, supervision, research or repair services);
  - 2) the name of the authorised employee from the given industry from the Infrastructure Management Department who arranges the Application on behalf of PKM.
4. For train journeys for maintenance needs ordered by PKM, no fees are charged.

### **6.6 Substitute transport**

1. In the case of any restrictions in the use of railway infrastructure for reasons attributable to PKM, the Railway Undertaking may provide passenger transport services using means of road transport adapted to the number of passengers and provided by a road carrier licensed to provide the domestic road transport of passengers or by a contractor having a taxi licence.
2. Planning of substitute transport due to planned track closures is carried out within the process of preparation and arrangement of RTT.
3. PKM is obliged to cover additional costs incurred by the Railway Undertaking in respect of the introduction of substitute transport, if the need to use such transport arises from reasons attributable to PKM. The aforementioned additional costs shall mean the difference between costs of minimum access to railway infrastructure that would be incurred by the Railway Undertaking in the case of execution of a train journey without any traffic restrictions in the use of railway infrastructure caused by PKM and full documented costs incurred by the Railway Undertaking for the fulfilment of substitute transport service by its provider; however, such service should be the cheapest alternative for the Railway Undertaking with regard to basic transport service. The aforementioned full costs refer to the amount of the invoice issued by the provider of substitute transport services, which is the cost of providing a road vehicle with a driver.
4. Costs of substitute transport are settled in accordance with the provisions of the Contract of Use.
5. In order to settle the costs of substitute transport, the Railway Undertaking shall be obliged to submit a declaration on the evaluation of the effectiveness and rationality of organisation of substitute transport as well as a declaration on the non-reimbursement of additional costs of substitute transport by the collective transport organiser.
6. The introduction of substitute transport by the Railway Undertaking for reasons referred to in subchapter 6.9.2.3 and unplanned track closures included in RTT is carried out according to the procedure for operational arrangement with the Dispatch Centre of PKM. Before the introduction of substitute transport, the Railway Undertaking notifies the Dispatch Centre of PKM about:
  - 1) the date and time of introduction of substitute transport;
  - 2) trains to be replaced with substitute transport;
  - 3) the route of substitute transport.The aforementioned information should be also submitted in written form.
7. The Railway Undertaking is obliged to cover costs resulting from activities undertaken in order to ensure the continuity and safety of railway traffic, if the reasons determining the introduction of substitute transport are attributable to the Railway Undertaking.

### **6.7 Rules for cancellation of unused capacity**

1. The Applicant has the right to cancel any allocated train path or its part. The cancellation of any allocated train path is made via TPRIS.

In this case, PKM charges a reservation fee for the entire requested and allocated train path or its part that has not been used by the Railway Undertaking according to the rules set out in subchapter 8.4.1 of the Network Statement.

2. PLK accepts the cancellation of an allocated train path according to the rules set out in the PLK Network Statement.

3. The confirmation of receipt of the “Cancellation of the allocated train path or its part” is generated automatically from TPRIS and sent to the Applicant’s e-mail address.

In the case of TPRIS’s failure, the cancellation of the entire allocated train path or its part shall be submitted to the timetabling unit territorially relevant to the place of planned start of the journey (contact details are available in the PLK Network Statement) by e-mail.

4. The submission of incorrect data by the Applicant results in the rejection of the cancellation form.

### ***6.8 Exceptional consignments and dangerous goods***

Requirements and information concerning the carriage of exceptional consignments and dangerous goods were described in subchapter 4.5 [Carriage of exceptional consignments] and in subchapter 4.6 [Dangerous goods].

### ***6.9 Special measures to be taken in the event of disturbances***

Specific rules for notification about occurrences or potentially dangerous situations, procedures for the appointment and work of railway commissions, rules for the qualification and rules for the documentation of occurrence investigations is defined in the PKM-13 Instruction and for potentially dangerous situations by the PKM-13a Instruction.

#### **6.9.1 Notification rules**

The rules concerning notifications, e.g., in case of events important for the safety and continuity of traffic, for the safety of persons, property or the environment, as well as in the event of timetable disruptions, are determined in the Contract of Use of capacity in the current timetable.

#### **6.9.2 Foreseeable problems**

1. If any deviations from the train timetable faulted by the Railway Undertaking occur (including cases referred to in subchapter 6.9.2.3), the Railway Undertaking bears responsibility for difficulties in the operation of the railway line towards PKM and other Railway Undertakings.

2. In accordance with the provisions of the Act, in the case of ascertainment of any significant risk of threat to the safety of traffic or the safety of the transportation of people and goods, PKM is obliged to undertake actions mitigating this risk, including the suspension or limitation of traffic on the entire railway line or its part.

3. PKM notifies involved Railway Undertakings about the occurrence of operational disruptions affecting their operational activity.

4. In the case of operational disruptions, PKM shall take actions to restore normal operational conditions.

For this purpose, PKM may introduce in particular: a decrease of train speed, alternative routes, the use of alternative traction vehicles, cancellation of the train, shortening of the train route, merging of trains, the relocation of passengers from trains cancelled on the route to the nearest trains departing in the given direction (even if they belong to another Railway Undertaking) along with the ordering of additional train halts, etc.

After the relocation of passengers to another train, the first train runs as an empty passenger train set to the station agreed upon with the Railway Undertaking.

5. PKM has the right – in the case of operational difficulties, i.e., the necessity to remove a damaged rolling stock or a rolling stock with misplaced consignment for the purpose of resumption of transport service – to use the Railway Undertaking's motive power unit or to order (entrust with the performance of relevant activities) an employee of the Railway Undertaking (driver, examiner) having required qualifications to remove the damaged vehicle of this Railway Undertaking and another Railway Undertaking.

This also applies to cases when it is necessary to withdraw the damaged rolling stock from the train which, because of the failure making it impossible for the damaged stock to travel further, was halted on the main primary track at the station or when the halted train blocks or considerably limits the capacity of the station.

The use of the Railway Undertaking's motive power unit or the engagement of the Railway Undertaking's employee by PKM is allowed only for the purpose of hauling the damaged vehicle to the nearest station which ensures conditions necessary for its parking or for replacing the damaged rolling stock from the main track to the secondary station track as well as for assistance in the performance of a brake test required after the detachment of the rolling stock from the train.

When the necessity of using an additional motive power unit is caused by the Railway Undertaking's fault, costs incurred in this respect shall be settled in accordance with the rules set out in the Contract of Use.

6. In order to unblock the main line or the station track – in cases specified in par. 5 – PKM has also the right to use railway technical rescue units.

PKM charges the Railway Undertaking with costs of operation of the aforementioned railway technical rescue units. Before imposing these costs, PKM submits to the Railway Undertaking the calculation of costs of operation of the railway technical rescue unit concerned.

7. The Railway Undertaking is obliged to cover documented direct costs resulting from actions undertaken to ensure the continuity and safety of railway traffic for the purpose of eliminating the consequences of potentially dangerous events or occurrences caused through their fault.

8. Repayments of fees, charges in respect of costs of liquidation of consequences of potentially dangerous situations or operations, the use of the Railway Undertaking's motive power unit to eliminate operating disruptions referred to in par. 5, including those caused by PKM, and other settlements, are appropriately made both by PKM and the Railway Undertaking within the payment deadlines according to the mutual contract, to the account of PKM or the Railway Undertaking.

#### 6.9.2.1 Procedure in the case of detection of vehicle damages

1. If the traffic controller or the driver of the traction vehicle learns about any fault or damage of the vehicle, information shall be exchanged via transceiver between the traffic controller and the driver of the traction vehicle about the type of damage and its location.

Upon receipt of information from the train controller, the driver shall follow the guidelines included in the instructions for the driver of the traction vehicle.

2. Upon receipt of information from the driver of the traction vehicle about any detected damage or irregularity, the train controller shall follow the applicable procedures and instructions referred to in Annex 4.

#### 6.9.2.2 Unforeseen problems



Within the railway crisis management system, in the case of the necessity to cancel trains within the area of operation of PKM, decisions on the cancellation of trains are made by the dispatch centre of PKM upon arrangement with dispatchers of involved railway undertakings.

Within the railway crisis management system, appropriately to the scope of activities concerning them, PKM and railway undertakings shall bear all costs resulting from the implementation of projects aimed at maintaining the trafficability or the technical protection of lines.

### 6.9.2.3 Procedure in the event of occurrences or potentially dangerous situations in railway transport

1. In the case of an occurrence or a potentially dangerous situation (a serious accident, an accident, an incident) in railway transport, participants of the journey process are obliged to act in accordance with the Decree of the Minister of Infrastructure and Construction of 16 March 2016 on serious accidents, accidents and incidents in railway transport (Dziennik Ustaw – Polish Journal of Laws 2016, item 369) and internal regulations specified in Annex 4.

2. Each employee of the Railway Undertaking who noticed that a railway occurrence (in particular, a potentially dangerous occurrence or situation referred to in par. 1) had occurred or may occur in the railway area should:

1) use all possible and available measures to eliminate the risk and prevent its increase as well as reduce its consequences;

2) notify this to an employee of the nearest PKM or PLK's operating control point.

3. If, as a result of an occurrence or a potentially dangerous situation referred to in par. 1, a direct risk of environmental damage or the pollution of infrastructure elements occurred or may occur or there is a risk of explosion, fire or any other danger to railway operations, an employee of the Railway Undertaking is obliged to notify immediately PKM's traffic controller via whom notifications are made pursuant to the decree referred to in par. 1 and all possible risk elimination and prevention measures are implemented.

4. PKM and the Railway Undertaking are obliged to:

1) help all the injured;

2) co-operate to minimise negative effects of occurrences or potentially dangerous situations referred to in par. 1;

3) co-operate in the removal of damages and the fastest possible restoration of railway traffic;

4) co-operate in the establishment of reasons of an occurrence or a potentially dangerous situation referred to in par. 1;

5) co-operate in the removal of sources of environmental pollution and its consequences.

5. Upon completion of the investigation regarding the occurrence or potentially dangerous situation that caused losses to one of the parties to the Contract of Use, PKM appoints a special team for the determination of caused losses and responsibility for them. The team can be appointed also by the Railway Undertaking, unless it was appointed by PKM within 7 days from the date of completion of works of the railway commission or – in the case of a potentially dangerous situation – preparation of the final report.

Such a team consists of properly authorised representatives of PKM and the Railway Undertaking. Authorisations may be issued by the Management Board on behalf of PKM and by the person indicated in the Contract of Use on behalf of the Railway Undertaking.

Each team meeting is minuted by the party appointing the team and signed by all members of the team, and the minutes of the last meeting, apart from determining the amount of losses and responsibility for them, specify the method and deadline of financial settlements.



The basis for the team's work is: in the case of occurrences – the final protocol of findings of the railway commission or the report of the State Railway Accident Investigation Commission, and in the case of a potentially dangerous situation – the final investigation report.

6. Findings of the team referred to in par. 5 are binding upon all parties of the investigation.

If it is impossible to agree upon the amount of losses and the scope of responsibility of the parties, they shall be determined by legal means.

7. Claims in respect of occurrences or potentially dangerous situations referred to in par. 1 that have not been caused by PKM shall be sought by involved entities on their own.

8. The detailed rules of settlements resulting from the events referred to in par. 1 above are set out in the Contract of Use.

9. If, as a result of a potentially dangerous occurrence or situation referred to par. 1 for which the Railway Undertaking is responsible, PKM's railway infrastructure is damaged, its damaged elements shall be repaired by PKM or by third parties acting upon PKM's order at PKM's sole discretion, and all costs resulting therefrom shall be charged to the Railway Undertaking.

10. For journeys conducted by PKM or the Railway Undertaking in order to remove consequences of potentially dangerous occurrences or situations referred to in par. 1 that may occur on lines managed by PKM, no train timetable shall be elaborated in the affected section, and the journey shall take place pursuant to the internal regulations indicated in Annex 4.

### ***6.10 Allocation of capacity for service facilities***

Access to service facilities shall be granted pursuant to the rules set out in regulations of service facilities available at: [www.pkm-sa.pl](http://www.pkm-sa.pl).

## **7 SERVICES**

### ***7.1 Introduction***

PKM provides the following services:

- 1) minimum access to railway infrastructure involving services specified in subchapter 7.2;
- 2) access to railway infrastructure facilities and services provided within them;

### ***7.2 Minimum access package***

Minimum access to railway infrastructure comprises:

- 1) handling of the application for capacity allocation;
- 2) enabling the use of the railway infrastructure, including switches within the allocated capacity;
- 3) railway traffic control, including the provision of information about train traffic;
- 4) provision of information required to implement or operate the service for which capacity has been allocated;

### ***7.3 Access to service infrastructure facilities and provision of services***

Detailed conditions of access are included in Regulations on access to service infrastructure facilities managed by PKM, which are available at: [www.pkm-sa.pl](http://www.pkm-sa.pl)

#### **7.3.1 Provision of services on service infrastructure facilities**

The list of services provided on passenger stations is included in Regulations on access to service infrastructure facilities managed by PKM, which are available at: [www.pkm-sa.pl](http://www.pkm-sa.pl)

## 8 FEES

### 8.1 Fee setting policy

1. Fees are set on the basis of the Price-List, which is enclosed as **Annex 6**.
2. PKM applies the uniform fee setting policy towards all Applicants/Railway Undertakings for the entire railway network managed by PKM.
3. The fee setting policy has been established on the basis of the provisions of Article 33 of the Act and Chapters 10 and 13 of the Decree.
4. PKM may require the Applicant/Railway Undertaking to submit the financial guarantee referred to in Commission Implementing Regulation (EU) 2015/10 of 6 January 2015 on criteria for applicants for rail infrastructure capacity and repealing Implementing Regulation (EU) No 870/2014 (OJ L 3/34, 7.1.2015).

### 8.2 Fee setting method

1. The basic fee referred to in subchapter 8.3.1 is set according to the allocated train path.
2. In the case of the need to perform the transport of the exceptional consignment causing the suspension of traffic on the neighbouring track, the Railway Undertaking pays the basic fee referred to in subchapter 8.3.1 for the use of both tracks.

### 8.3 Tariffs

#### 8.3.1 Minimum access to railway infrastructure

1. The fee for minimum access to railway infrastructure involves services referred to in subchapter 7.2.
2. The fee referred to in subchapter 1 includes the basic fee for services performed within the scope of minimum access to railway infrastructure that are connected with the completed train journey in accordance with **Annex 6**.
3. The basic fee is calculated as the multiplication of the train mileage and the unit rate determined for a train journey on a one-kilometre distance.
4. The unit rate of the basic fee is determined as the sum of the part of the rate dependent on the train weight and the railway line category and the part of the rate dependent on the train traction.
5. The part of the rate dependent on the train weight and the railway line category is calculated as the multiplication of the average rate dependent on the train weight and railway line categories and indexes differentiating the average rate depending on the train weight and the average category of line sections.
6. PKM does not plan to charge Railway Undertakings with fees for services performed within the scope of minimum access to railway infrastructures connected with completed manoeuvres.
7. PKM does not charge any fee for the allocated capacity for the needs of the stop of railway vehicles within the scope of minimum access to railway infrastructure.
8. Fees for minimum access to railway infrastructure and reservation fees referred to in subchapter 8.4.1 are paid by the Applicant/Railway Undertaking according to specific rules set out in the Contract of Allocation or the Contract of Use.

### 8.3.2 Fees for services referred to in subchapter 7.3

Fees for services are charged in accordance with the provisions of the Regulations of Service Infrastructure Facilities that are available at: [www.pkm-sa.pl](http://www.pkm-sa.pl).

## 8.4 Financial penalties and incentives

### 8.4.1 Non-use/cancellation fees

1. The reservation fee charged from Applicants for the non-use of the allocated capacity, if the Applicant does not indicate the Railway Undertaking that is to use the allocated capacity, or if the Railway Undertaking indicated by the Applicant does not conclude the Contract of Use with PKM, amounts to 100% of the basic fee for the planned train journey, however not less than 1,000 PLN.

2. If the Railway Undertaking does not use the entire train path or its part allocated within the annual train timetable for reasons attributable to the Railway Undertaking, the reservation fee for the unused part of the allocated train path amounts to:

1) 25% of the basic fee for the planned train journey:

a) if the cancellation of the allocated train path has not been submitted,

b) for the period from the date of submission of the cancellation till the day preceding the introduction of the train timetable change for which the deadline for submission of applications has not expired yet;

2) 5% of the basic fee for the planned train journey in the case of submission of the cancellation of the allocated train path, for the period from the date of introduction of the train timetable change for which the deadline for submission of applications has not expired yet till the end of the validity period of the annual train timetable.

3. If the Railway Undertaking does not use the entire train path or its part allocated according to any other procedure than adopted for the annual train timetable for reasons attributable to the Railway Undertaking, the reservation fee for the unused part of the allocated train path amounts to:

1) 25% of the basic fee for the planned train journey if the cancellation of the allocated train path has not been submitted or has been submitted within a shorter time than 12 hours before the planned launch of the train;

2) 20% of the basic fee for the planned train journey, if the cancellation of the allocated train path has been submitted within a time not shorter than 12 hours and shorter than 36 hours before the planned launch of the train;

3) 15% of the basic fee for the planned train journey, if the cancellation of the allocated train path has been submitted within a time not shorter than 36 hours and shorter than 72 hours before the planned launch of the train;

4) 10% of the basic fee for the planned train journey, if the cancellation of the allocated train path has been submitted within a time not shorter than 72 hours and not longer than 30 days before the planned launch of the train;

5) 0% of the basic fee for the planned train journey, if the cancellation of the allocated train path has been submitted within a longer time than 30 days before the planned launch of the train.

4. Reservation fees referred to in par. 2 and 3 amount to 0% of the basic fee for the planned train journey if the non-usage of the allocated train path is a consequence of the application for train path allocation concerning the modification of the allocated train path that was submitted in connection with a change of the timetable.

5. In the case of non-use of a part of the allocated capacity as a result of the reduction of the planned train weight by the Railway Undertaking, a reservation fee shall be charged in the amount of 50% of the decrease of the basic fee resulting from the reduction of the gross train weight for which no change of the allocated train path is required.
6. The fee for the processing of the application for capacity allocation charged to Applicants amounts to 100 PLN if the capacity was not allocated on the basis of the application, except for cases when the capacity was not allocated for reasons attributable to PKM.

#### 8.4.2 Discounts for equipping the rolling stock with the ERTMS system

PKM does not grant any discount for equipping the rolling stock with the ERTMS system.

### 8.5 Performance scheme

1. All passenger and freight trains of the Railway Undertaking intended for the carriage of passengers and goods for which the maximum delay that has occurred on the train route on arrival to terminus points ordered by the Applicant and situated on the network managed by PKM was not bigger than 5 minutes in the case of passenger trains and 15 minutes in the case of other trains shall be considered to operate according to the schedule.
2. The percentage share of trains of the Railway Undertaking that are not delayed through its fault in the total number of trains operated by it – the so-called qualified punctuality of the Railway Undertaking – is specified in the Contract of Use of capacity. During the validity period of the annual train timetable, qualified punctuality must not be less than 90% for passenger trains and 70% for freight trains.
3. The amount of compensation per one minute of train delay is fixed in the amount of 10% of the average rate dependent on the train weight and railway line categories for passenger trains and other trains, for the timetable price-list 2017-2018, multiplied by operating work expressed in train-kilometres for 1 minute that is calculated on the basis of the timetable 2016/2017. The amount of compensation per one minute of train delay is 0.72 PLN.
4. All passenger and freight trains of the Railway Undertaking intended for the carriage of passengers and goods for which the maximum delay that has occurred on the train route on arrival to terminus points ordered by the Applicant exceeded 5 minutes in the case of passenger trains and 15 minutes in the case of other trains shall be eligible for payment of the compensation due to the Railway Undertaking, excluding trains running on the basis of applications for train path allocation submitted later than 5 days before the planned launch of the train.
5. The biggest difference between the real time of arrival to the stop point ordered by the Applicant and situated on the network managed by PKM and the scheduled time of arrival is used for determining the number of minutes of delay for which compensation is paid.
6. Secondary delays are classified in accordance with the original reason up to 60 minutes from the occurrence of such reason. Any train delays exceeding this amount shall be described with the use of codes of delay reasons from Group 9 (Secondary reasons) for which neither PKM or the Railway Undertaking are responsible.
7. PKM co-ordinates the payment of compensations as follows:
  - 1) PKM shall pay compensation to the Railway Undertaking if the Railway Undertaking's trains listed in subchapter 4 are delayed on the route by PKM (including its subcontractors) and/or other Railway Undertakings operating on the PKM line.

- 2) The Railway Undertaking pays compensation to PKM for delays of trains of other Railway Undertakings listed in par. 4 if their delays were caused by the Railway Undertaking.
- 3) The basis of compensation settlements for each settlement period with regard to train delays is the authorised documentation maintained by PKM and agreed upon with the Railway Undertaking by means of the SEOP application.
- 4) Compensation payments are settled on a monthly basis; each settlement period should be completed by the 20<sup>th</sup> day of the following month after the settlement period. Settlements should include also train delays included in SEOP for which the Railway Undertaking submitted complaints.
- 5) In cases when the determination of reasons for the train delay requires further identification of the reason for the delay and the delay cannot be settled within the time frame stated in subchapter 4), as well as for items where complaints of the Railway Undertaking were considered in the previous settlement period, settlement corrections resulting from the reclassification of the reasons for the delay shall be taken into account in the next settlement period.
- 6) On the basis of documentation kept by PKM that is referred to in subchapter 3, PKM determines the percentage share in the number of minutes of delay of the train specified in accordance with subchapter 5 for all participants of the carriage process who contributed to this delay,
- 7) According to the percentage share in the delay of the train determined in accordance with subchapter 6, PKM determines the number of minutes of delay attributed to each person responsible for train delays in reference to the number of minutes of train delay determined in accordance with par. 5. The number of minutes of the delay (charging minutes) shall be calculated automatically in SEOP.

### **8.6 Changes of fees**

The method of setting fees that is referred to in subchapters 8.2 and 8.3 shall not be changed during the validity period of the train timetable 2017/2018.

### **8.7 Rules of settlements**

1. Settlements of Applicants and Railway Undertakings for services are made according to the rules set out in Contracts of Allocation and Contracts of Use.
2. The settlement of amounts due is made within the 14-day time-limit for payment from the date of receipt of the invoice.
3. For any delays in the payment of amounts due, interest specified in Contracts of Allocation or Contracts of Use shall be charged.
4. The fees referred to in this chapter shall additionally include the due amount of VAT pursuant to separate laws and regulations.

### **8.8 Financial guarantees**

1. PKM may require the Applicant or the Railway Undertaking to submit the financial guarantee referred to in Commission Implementing Regulation (EU) 2015/10 of 6 January 2015 on criteria for applicants for rail infrastructure capacity and repealing Implementing Regulation (EU) No 870/2014 (OJ L 3/34, 7.1.2015).
2. The financial guarantee may be submitted exclusively as:
  - 1) advance payments aimed at reducing and settling in advance future obligations to pay fees for services provided within the scope of minimum access to railway infrastructure;

2) guarantees provided by financial and insurance institutions that shall undertake to settle liabilities in respect of fees for services provided within the scope of minimum access to railway infrastructure as soon as they become due. The guarantee must be issued by a bank or an insurance company supervised by the Polish Financial Oversight Commission (KNF) or by a branch of a foreign credit or insurance institution from KNF's list. The guarantee cannot be issued by banks or insurance institutions covered by recovery proceedings.

3. The amount of financial guarantee required by PKM from the Applicant or the Railway Undertaking is equal to the planned gross amount of fees for services provided within the scope of minimum access to railway infrastructure in connection with train journeys that are charged for a maximum period of two successive settlement periods. The validity period of the financial guarantee issued by a financial institution must cover the entire timetable and 2 months following the end of its validity.

4. PKM applies the following financial guarantee requirements:

1) for an Applicant who is not a Railway Undertaking – PKM shall not demand the presentation of the guarantee issued by financial institutions, provided that current amounts due are settled by the Applicant and the Railway Undertaking entrusted with the utilisation of capacity within 14 days from the date of their maturity,

2) for an Applicant who is a Railway Undertaking – PKM shall not demand the presentation of the financial guarantee, provided that current amounts due are settled within 14 days from the date of their maturity,

3) for a Railway Undertaking – PKM shall not demand the presentation of the financial guarantee, provided that current amounts due for performed services are settled within 14 days from the date of their maturity.

5. PKM has the right to demand the complement of the guarantee /issue of an additional financial guarantee in the following cases:

1) when, during a period of 2 months, the value of fees for ordered services within the scope of minimum access to railway infrastructure in connection with train journeys exceeds the planned values referred to in par. 3;

2) when PKM utilises the financial guarantee in part or as a whole for securing the amounts due.

6. If the current amounts due are not settled within 14 days from the date of their maturity, the Applicant shall be summoned to submit the guarantee issued by a financial institution within 7 days or to make advance payment within 7 days from the date of receiving of the summons. The Applicant's failure to submit or complement the financial guarantee required under the summons (understood as advance payment or guarantee of a financial institution) may result in PKM limiting the possibility of submitting applications for the allocation of railway infrastructure capacity or any other sanctions specified in a separate agreement.

7. If the current amounts due are not settled within 14 days from the date of their maturity, the Railway Undertaking shall be summoned to submit the guarantee issued by a financial institution within 7 days or to make advance payment within 7 days from the date of receiving of the summons. The Railway Undertaking's failure to submit or complement the financial guarantee required under the summons (understood as advance payment or guarantee of a financial institution) may result in the submission of an application by PKM to the President of UTK for giving consent to the termination of the Contract of Use.

8. The guarantee of a financial institution shall be submitted according to the template enclosed as annex to the Contract of Allocation or the Contract of Use. PKM allows guarantees the provisions of which differ from the presented template upon prior acceptance of their content.

9. Details of the submission, complement and payment of guarantees of financial institutions are set out in the Contract of Allocation or the Contract of Use.

10. PKM does not demand the presentation of a financial institution's guarantee in the event of payment of fees for services provided within the scope of minimum access to railway infrastructure directly to PKM by the competent authority pursuant to Regulation (EC) No 1370/2007 of the European Parliament and of the Council of 23 October 2007 on public passenger transport services by rail and by road.



## 9 PROCEDURE DURING THE PERFORMANCE OF THE CONTRACT

### 9.1 Organisation and execution of train journeys

1. A set of wagons or other rail vehicles coupled with a functional motorised rail vehicle or a single motorised rail vehicle signalized and ready to run acquires the train status when it is ready to depart at the starting station. The train status is held by all trains arriving from networks of other administrators on the basis of the timetable.
2. The train status expires when:
  - 1) the train arrives at the terminus station specified in the timetable;
  - 2) the train driver informs the intermediate station that there is no possibility of continuing the journey for reasons attributable to the Railway Undertaking or when it is not ready to depart within 24 hours from arriving at the intermediate station.

If the train status expires, the train starts again after the allocation of a new train path.

The railway traffic on PKM's lines is operated according to prepared train timetable.

3. The execution of journeys is preceded by dispatcher's planning of putting trains into operation.
4. On the basis of the contract of co-operation between administrators with regard to the connection of railway tracks concluded between PLK and PKM, dispatcher's planning on railway lines managed by PKM is carried out according to the rules set out in the PLK Network Statement.
5. If, due to technical-operational reasons or the need for the effective use of railway lines, the organisation of railway transport must be adjusted to new circumstances revealed during the use of railway lines/sections, PKM shall notify Railway Undertakings about changes that may result from these requirements.
6. PKM determines the threshold volume of use of train paths on the level of 30%; failure to meet this volume may result in the loss of the right to use the train path.

### 9.2 Inspection activities carried out by the authorised personnel of PKM

During the validity period of the Contract of Use of capacity in the current timetable, PKM has the right:

- a) to carry out, via PKM's Employees having personal authorisations, inspection activities concerning the Railway Undertaking's Employees and railway vehicles, particularly with regard to equipping the Railway Undertaking's Employees and railway vehicle with:
  - a. permit to drive a rail vehicle or the driver's licence and certificate,
  - b. permission issued for the employee according to subchapter 9.4,
  - c. valid Internal Train Timetable and Supplement 2 to the Internal Train Timetable,
  - d. train braking and pneumatic device test sheet,
  - e. written order forms,
  - f. vehicle dispatch card,
  - g. operative GSM-R radiotelephone,
  - h. signal tackle,
  - i. technical efficiency certificate,
  - j. written instruction for the driver in accordance with subchapter 5 .4.3.1 of RID

and to check the train composition in accordance with allocated train path parameters.  
In the case of finding out any discrepancies within the above scope, PKM notifies the Railway Undertaking about results of inspection activities within 14 calendar days after their completion.

- b) to disallow or halt the running of the Railway Undertaking's railway vehicle if this vehicle or the person operating it is found to fail to comply with requirements specified in the provisions of law;
- c) to stop or to limit railway traffic and to make decisions on the modification of the transport process in exceptional or/and crisis situations, in particular resulting from national safety and defence needs;
- d) to require the Railway Undertaking to appoint its employees for crisis management teams established and created within PKM's structures during exceptional or crisis situations;
- e) to suspend the journey of a train included in the train timetable if it is not possible to run the Railway Undertaking's train on an alternative route or if an exceptional or crisis situation occurs. PKM is obliged to inform the Railway Undertaking immediately about the suspension of the train journey and its reason; In such cases, or when the introduction of substitute transport service occurred for reasons attributable to PKM, the reservation fee is not charged;
- f) to give binding orders regarding safety assurance and traffic management on PKM lines to people driving the Railway Undertaking's railway vehicles. PKM authorises its Employees conducting railway traffic operations to give such orders;
- g) to remove, at the Railway Undertaking's expense and risk, the Railway Undertaking's railway vehicles, devices and equipment from PKM lines in the case of termination of the Contract of Use and failure to carry out such removal independently by the Railway Undertaking within 1 day from the date of termination of this Contract;
- h) to check compliance with order regulations in PKM's railway area on the Railway Undertaking's trains and railway vehicles;
- i) to require the Railway Undertaking to provide explanations concerning the method of performance of the Contract when there is a fear of its violation or a threat to the safety of people and property.

### ***9.3 Compensations and settlements for non-fulfilment of obligations***

1. Any non-fulfilment of obligations resulting from the Contract of Use results in responsibility for the damage done to the other party in this respect.
2. Responsibility for the damage referred to in par. 1 does not apply to:
  - 1) costs borne as a result of settlements of other contracts signed by the party, if these contracts were signed without prior agreement with the other party to the Contract of Use with regard to potential claims (particularly including those borne by the party in respect of contractual penalties and compensations);
  - 2) lost benefits with the exception of claims resulting from Contracts of Use with other railway undertakings if this condition was included in the Contract of Use with the given Railway Undertaking.
3. Responsibility for damage referred to in par. 1 applies in particular to compensations for damages in consignments or damages and delays during journeys resulting from PKM's faults that are paid by the Railway Undertaking on the basis of transport law, contracts and applicable UE regulations, in particular Regulation (EC) No 1371/2007 of the European Parliament and of the Council of 23 October 2007 on rail passengers' rights and obligations (Official Journal of the European Union L 315 of 03 December 2007).

4. PKM's responsibility for non-fulfilment or improper fulfilment of obligations resulting from the Contract of Use is excluded when the Railway Undertaking does not comply with the parameters of the journey that are elements of the train timetable.
5. Responsibility of the Parties for non-fulfilment or improper fulfilment of obligations resulting from the Contract of Use is excluded in the case of exceptional situations.
6. If, as a result of non-fulfilment or improper fulfilment of the Contract of Use, damage was experienced by a third party, the party who compensated the damage to the third party may enforce the right of recourse completely or in a relevant part against the other party.
7. If the Railway Undertaking causes the pollution of the environment to the extent exceeding environmental quality standards specified by law, the Railway Undertaking is obliged to cover costs connected with the restoration of required standards of the environment.
8. PKM is not responsible for damages suffered by the Railway Undertaking that are caused by:
  - 1) third parties for whose activities PKM is not responsible;
  - 2) an Exceptional Event.

#### ***9.4 Permissions for the Railway Undertaking's employees***

Each of the Railway Undertaking's employees and persons acting on behalf of the Railway Undertaking that enter or are allowed to enter PKM's railway area must have a valid permission issued by PKM to stay within PKM's railway area in accordance with PKM's internal regulations. The obligation to have the permission referred to in the preceding sentences applies also to the Railway Undertaking's employees staying in vehicles moving within PKM's network. The specific rules of issuing permissions and related payments are set out in PKM's internal regulations indicated in Annex 4.

#### ***9.5 Reporting of readiness for departure by the Railway Undertaking***

1. Before the departure of a train, it is necessary to prepare the train for the journey. The preparation of the train for the journey must be carried out on the starting station and on intermediate stations on which its composition is changed.
2. The preparation of the train for the journey is the obligation of the Railway Undertaking.
3. The scope of preparation of the train for the journey encompasses:
  - 1) formation of the train according to the timetable,
  - 2) technical inspection,
  - 3) required brake test,
  - 4) required signalisation of the train,
  - 5) checking if there are no obstacles under the train wheels and if its handbrakes and parking brakes are unbraked,
  - 6) other actions necessary to maintain safe and operational railway traffic.
4. The readiness of a train for departure is reported by the train driver or any other authorised employee of the Railway Undertaking to the traffic controller dispatching this train according to the rules specified in technical regulations by stating:
  - 1) the train number,
  - 2) the series and individual number of the reported traction vehicle; the individual number of the traction vehicle shall be the inventory number put on the vehicle after the series of the given vehicle, which is separate for each of the reported vehicles,
  - 3) train length in metres,
  - 4) overall train weight,

- 5) information about the presence of wagons with dangerous goods or high-risk dangerous goods (HRDG), including their number and identification numbers of the material or item being transported or the extraordinary consignment approved for transport,
  - 6) time of report,
  - 7) the reporting person's surname.
5. The train controller registers the content of the report in the telephone call register and confirms the acceptance of readiness of the train for departure to the reporting person by stating:
    - 1) the traffic controller's full name,
    - 2) time of acceptance of report,
    - 3) the number under which the report was registered in the telephone call register.
  6. The Railway Undertaking's authorised employee (the train driver or any other Employee specified in technical regulations) shall notify the traffic controller about the type and cause of existing obstacles to railway traffic and specify the anticipated delay of the train in this respect. Before the departure of the train, the traffic controller shall provide the train driver with necessary current information, instructions and permissions.
  7. If the time-limit for reporting the readiness of the train for departure according to the rules described above is not observed, the Railway Undertaking is not entitled to submit a claim to PKM regarding the timeliness of the journey.

## Annex 1. Address details

---

1. Address:

- 1) Pomorska Kolej Metropolitalna S.A., ul. Budowlanych 77,  
80-298 Gdańsk;
- 2) Phone number: +48 58 35 01 100;
- 3) Fax: +48 58 35 01 101;
- 4) E-mail: [sekretariat@pkm-sa.pl](mailto:sekretariat@pkm-sa.pl)

2. Train timetabling:

- 1) Phone number: +48 58 35 01 174
- 2) E-mail: [rj@pkm-sa.pl](mailto:rj@pkm-sa.pl)

3. Settlement of fees for allocated paths:

- 1) Phone number: +48 58 35 01 136
- 2) E-mail: [rozliczenia@pkm-sa.pl](mailto:rozliczenia@pkm-sa.pl)

4. Dispatch Centre:

- 1) Phone number: +48 58 35 01 176
- 2) E-mail: [dyspozytor@pkm-sa.pl](mailto:dyspozytor@pkm-sa.pl)

5. Regarding the arrangement of the conditions of transport of exceptional consignment –  
Chief Specialist for Railway Tracks

- 1) Phone number: (+48) 58 35 01 153
- 2) E-mail: [przesylka@pkm-sa.pl](mailto:przesylka@pkm-sa.pl)

6. Matters concerning the Statement:

- 1) Email: [regulamin@pkm-sa.pl](mailto:regulamin@pkm-sa.pl)

7. regarding environmental protection:

- 1) email: [srodowisko@pkm-sa.pl](mailto:srodowisko@pkm-sa.pl)

## Annex 2 Network range

---

1. The beginning of the line is located on the Gdańsk-Wrzeszcz station (PLK) at km 0.000 and joins the line no. 202 at km 4.180; The main track PKM no. 2 is the prolongation of the railway station track no. 15 (the administration border at km 1.204) and the railway station track PKM no. 2 starts from the beginning of the switch no. 33 (the administration border at km 1.429) and its prolongation is the railway station track no. 16;

The end of the line is located at the Gdańsk Osowa station (PLK) at:

- km 18.182 of the track no. 1, reaches the line no. 201 (the railway station track no. 1) at km 186.529,
  - km 17.985 of the track no. 2, reaches the line no. 201 (the railway station track no. 2) at km 186.333,
  - km 1.356 (of the line no. 253), reaches the line no. 201 at km 184.519,
2. Borders – a list of points of contact with the infrastructure of other administrators
    - on the side of LCC Gdańsk – home signals of the Gdańsk Wrzeszcz station – O and P (km 2.514 of the line no. 248); traffic in the opposite direction is controlled by LCC PKM from semaphores A and B (km 5.397) of the Brętowo junction signal box;
    - on the side of LCC Gdańsk Osowa – home signals of the Gdańsk Osowa station – B (km 1.209 of the line no. 253), E and F (km 17.834 of the line no. 248) and home signals U, W (km 16.533 of the line no. 248) and Z (km 0.200 of the line no. 253) of the Gdańsk Rębiechowo station.
    - In the case of train journeys to and from the PLG siding, the border is the board with the following content: “The beginning of the Port Lotniczy Gdańsk siding. Maximum speed: 5 km/h” at km 13.221 of the line no. 248 (acc. to km of the access track to the siding 0.316) (further journey on manoeuvring signals of authorised employees of the manoeuvring team of the railway undertaking) and in the opposite direction – semaphor M at km 12.992 of the line no. 248 (acc. to km of the access track to the siding 0.087).

3. Traffic management

Railway traffic on the PKM line between LCC Gdańsk Osowa (PLK) and the Gdańsk Wrzeszcz “Wr” station (PLK) is managed from LCC PKM located at km 11.885 of the line no. 248 according to the rules of remote management of railway traffic, in accordance with the Instructions and technical regulations of LCC PKM.

## Annex 3 Technical and operational parameters

### 1. Parameters of the Infrastructure subsystem

Parameters of the Infrastructure subsystem in accordance with Chapter 4.2.1 “TSI Categories of Line” of Annex to Commission Regulation (EU) No 1299/2014 of 18 November 2014 on the technical specifications for interoperability relating to the ‘infrastructure’ subsystem of the rail system in the European Union (OJ L 356/1 of 12.12.2014):

- a) Gauge 1435mm
- b) Category of railway line acc. To TSI P5/F3
- c) Structure gauge GA
- d) Axle loads 22.5t
- e) Maximum speed of passenger trains 120km/h
- f) Maximum speed of freight trains 80km/h
- g) Usable length of platform 150m
- h) Maximum length of freight train 250m

The following speed limits are applicable on the PKM line:

For track 1	For track 2	Speed limits
km 1+204 – km 2+710	km 1+429 – km 2+713	V= 80 km/h (for freight trains V=70 km/h)
km 2+710 – km 13+119 and km 14+499 – 18+182	km 2+713 – km 13+127 oraz km 14+494 – km 17+985	V= 120 km/h (for freight trains 80 km/h)
km 13+119 – km 14+242	km 13+127 – km 14+248	V= 100 km/h (for freight trains V=80 km/h)
km 14+242 – km 14+499	km 14+248 – km 14+494	V= 90 km/h (for freight trains V=80 km/h)
Line 253 towards the Żukowo Wschodnie station		V=100 km/h along the entire length, (for freight trains V=80 km/h)

In addition, speed limits set out in Supplement 2 to the internal train timetable containing the List of Permanent Warnings are applicable

## 2. Track surface

track – 49E1 rails on PS-93 prestressed concrete sleepers with W14 elastic attachment (or newer) in 0.60m spacing (0.55m in condensation areas) on Class 1 gravel layer, Grade I with minimum thickness of 0.30 m and double protective layer: min. 20 cm thick cement-stabilised sand and 15 cm thick stone mix	km	32.598
- track on wooden sleepers with SKL-12 elastic attachment in 0.60m spacing on Class 2 gravel layer, Grade 2 with minimum thickness of 0.20m	km	0.268
- track on ballast-free surface, point supported 49E1 rail with 1:40 inclination	km	2.402
- check rails in the track on ballast-free structures, steel angle 150x100x12mm, fixed with tie-bolts, ribbed baseplates	kmt	2.56
- check rails in the track on structures on min. 0.35 m thick ballast of old usable or new 49E1 or 60E1 rails fixed to PS-93M sleepers with W14 (or newer) attachment	kmt	1.91

List and location of switches:

BS number	BS location [km]	Railway point characteristics	basic switch / curved turnout	Radiuses for curved turnouts R/R [m]
<b>GDAŃSK STRZYŻA</b>				
33	1.429	Rz 60E1 500 1:12 Psb	double curved	1410/775.2
34	1.821	Rz 60E1 760 01:14 Psb	single curved	600/334.75
35	1.979	Rz 60E1 500 1:12 Lsb	single curved	234.768/444.20
36	2.071	Rz 60E1 500 1:12 Psb	single curved	3673.87/440.0
<b>BRĘTOWO</b>				
1	5.547	Rz 60E1 500 1:12 Lsb	basic switch	N/A
2	5.637	Rz 60E1 500 1:12 Lsb	basic switch	N/A
3	5.801	Rz 60E1 1200 1:18.5 Psb (swing nose crossings)	single curved	780.3/472.31
4	5.947	Rz 60E1 1200 1:18.5 Lsb (swing nose crossings)	single curved	2197.90/775.9
<b>KIEŁPINEK</b>				
5	9.212	Rz 60E1 1200 1:18.5 Lsb	basic switch	N/A
6	9.357	Rz 60E1 1200 1:18.5 Lsb	basic switch	N/A



7	9.372	Rz 60E1 500 1:12 Psb	basic switch	N/A
8	9.466	Rz 60E1 500 1:12 Psb	basic switch	N/A
<b>GDAŃSK FIROGA</b>				
10	12.801	Rz 60E1 500 1:12 Lsb	basic switch	N/A
11	12.890	Rz 60E1 500 1:12 Lsb	basic switch	N/A
12	12.905	Rz 60E1 300 1:9 Lsb	basic switch	N/A
13	0+066 (access track to the siding)	Rz 60E1 190 1:9 Psd	basic switch	N/A
<b>GDAŃSK RĘBIECHOWO</b>				
16	15.255	Rz 60E1 500 1:12 Psb	basic switch	N/A
17	15.350	Rz 60E1 500 1:12 Psb	basic switch	N/A
19	15.365	Rz 60E1 500 1:12 Psb	basic switch	N/A
21	15.902	Rz 60E1 500 1:12 Lsb	single curved	1000/333.3
22	16.116	Rz 60E1 1200 1:18.5 Lsb	basic switch	N/A
23	16.264	Rz 60E1 1200 1:18.5 Lsb	basic switch	N/A
24	16.284	Rz 60E1 1200 1:18.5 Lsb	basic switch	N/A

all switches (except for switch no. 13) have blade rollers

Type	qty
Switch 60E1-190-1:9	1
Switch 60E1-300-1:9	1
Switch 60E1-500-1:12	13
Switch 60E1-760-1:14	1
Switch 60E1-1200-1:18.5	5
Switch 60E1-1200-1:18.5 with swing nose	2

List and location of greasers:

track	km	kind
1	1.550	Rail greaser QHi Rail Luricurve PD50
2	2.800	Rail greaser QHi Rail Luricurve PD50

### 3. Track gradeline

Tracks 1 and 2 of the PKM railway line have been designed on a common gradeline. Longitudinal inclinations range from 0‰ to 32.25‰.

The only exception is connection to the Gdańsk Wrzeszcz station, where the height arrangement of PLK long-distance tracks made it necessary to design tracks 1 and 2 on separate gradelines (track 1 of PKM on the viaduct over the tracks of line no. 202, track 2 in

retaining walls). Inclinations amount to 23.5‰ in track 1 (ascending slope) and 32.25‰ in track 2 (descending slope).

Up to km 12.607, the line covers continuously the land level difference of 122 m, and measurable inclinations reach the value up to 18.6 per mille. Passenger stations are also located on tracks with the longitudinal inclination of up to 10 per mille.

Changes in the gradeline have been rounded off with radiuses from  $R= 5,000\text{m}$  to  $R=20,000\text{m}$ . The exception is the switch connector 33-34, in which curves with radiuses of 2,780 m have been used to minimise longitudinal inclination.

4. List of road structures

No	Structure / Name	Location		
		beginning	axis	end
1	WK2	1+543,54	1+579,39	1+615,24
2	WK3	1+836,51	1+888,31	1+940,11
3	WK4	2+114,53	2+194,01	2+273,49
4	WK5	2+275,59	2+297,58	2+319,57
5	WK6	2+522,55	2+539,57	2+556,59
6	PT7		2+720,22	
7	PT8		3+006,62	
8	WD9		3+263,00	
9	PT10		3+698,87	
10	WK11	3 926,59	3+966,50	4 006,41
11	P12		4 112,26	
12	PT13		4 167,13	
13	WK14	4+687,57	4 694,94	4+702,31
14	WK15	4+880,68	4 887,68	4+894,68
15	WK16	5+367,40	5+426,68	5+485,96
16	WK18	5+737,18	5+743,61	5+750,04
17	KL19		6+133,16	
18	WK20	6+668,21	6+674,91	6+681,61
19	WD22		7+383,04	
20	PZ23A		7+552,91	
21	PZ23		7+584,00	
22	PZ24		7+775,48	
23	PZ24A		7+955,14	
24	WK25	8+270,56	8+273,91	8+277,26
25	KL26		8+839,54	
26	PS27		8+997,96	
27	WD28		9+195,46	
28	PZ29		9+870,40	
29	PZ30		10+127,73	
30	P31		10+176,05	
31	WK32	11+329,29	11+339,29	11+349,29
32	KL33		11+642,87	
33	KL33A		11+652,00	
34	WD34		11+670,40	
35	WD35		11+723,00	
36	PT35A		13+183,38	

37	<b>WK36</b>	<b>13+970,03</b>	<b>14+444,27</b>	<b>14+918,5</b>
38	<b>PZ36A</b>		<b>15+423,40</b>	
39	<b>K</b>		<b>15+988,34</b>	
40	<b>WK37</b>	<b>16+639,84</b>	<b>16+666,94</b>	<b>16+694,03</b>
41	<b>P2 Culvert</b>		<b>16+907,24</b>	
42	<b>P3 Culvert</b>		<b>17+493,89</b>	
43	<b>WK38</b>	<b>0+383,00</b>	<b>0+410,00</b>	<b>0+437,00</b>
44	<b>P5 Culvert</b>		<b>0+626,81</b>	
45	<b>WD40</b>		<b>1+115,83</b>	

5. List of noise barriers

NO	Number	STRUCTURE			location		Task
		Name		side	beginning	end	
1	1	<b>E</b>	<b>2</b>	Right	2+439.92	2+574.24	2
2	2	<b>E</b>	<b>3</b>	Right	2+615.29	2+641.05	2
	3				2+677.93	2+687.81	2
3	4	<b>E</b>	<b>5</b>	Left	2+968.10	3+054.81	2
4	5	<b>E</b>	<b>11</b>	Right	5+498.09	5+605.84	2
5	6	<b>E</b>	<b>12</b>	Right	5+793.39	5+903.54	2
6	7	<b>E</b>	<b>14</b>	Right	5+991.34	6+049.53	2
7	8	<b>E</b>	<b>15</b>	Left	6+128.68	6+188.03	2
8	9	<b>E</b>	<b>18</b>	Left	8+807.97	8+873.14	2
9	10	<b>E</b>	<b>19</b>	Left	11+151.45	11+211.89	2
10	11	<b>E</b>	<b>21</b>	Left	13+294.55	13+356.53	2
11	12	<b>E</b>	<b>22</b>	Right	13+300.00	13+373.05	2
12	13	<b>E</b>	<b>23</b>	Right	13+429.96	13+490.47	2
13	14	<b>E</b>	<b>24</b>	Right	13+540.70	13+631.37	2
14	15	<b>E</b>	<b>25</b>	Right	15+898.08	15+948.92	1 ab

6. Type of train communication: GSM-R radio communication acc. to the standard described in TSL  
Trains running on the PKM line shall use only the GSM-R system.
7. The infrastructure register referred to in Article 25g par. 1 of the Act is published at: [www.utk.gov.pl](http://www.utk.gov.pl), which provides access to the RINF-PL application (national register of railway infrastructure).

### Annex 3a. List of operating control points and forwarding points

No.	OPERATING CONTROL POINT	KILOMETRE			ABBREVIATION
		beginning	axis	end	
1.	Brętowo branch station	5.397	5.547	6.247	Bt
2.	Kiełpinek branch station	9.084	9.212	9.744	Kk
3.	Gdańsk Firoga branch station	12.678	12.801	13.424	Fg
4.	Gdańsk Rębiechowo station	14.966	15.255	16.533	Rb

There are the following dispatch points on the PKM line:

No.	SPECIFICATION	POINT DESIGNATION	PLATFORM	KILOMETRE (KM)		
				beginning	axis	end
1.	Gdańsk Strzyża	PO	Platform 1	2.113	2.193	2.273
			Platform 2	2.113	2.193	2.273
2.	Gdańsk Niedźwiednik	PO	Platform 1	3.755	3.830	3.906
			Platform 2	3.755	3.830	3.906
3.	Gdańsk Brętowo	PO	Platform 1	5.196	5.282	5.368
			Platform 2	5.196	5.282	5.368
4.	Gdańsk Jasień	PO	Platform 1	7.299	7.374	7.460
			Platform 2	7.299	7.374	7.460
5.	Gdańsk Kiełpinek	PO	Platform 1	8.786	8.861	8.937
			Platform 2	8.786	8.861	8.937
6.	Gdańsk Matarnia	PO	Platform 1	11.589	11.666	11.739
			Platform 2	11.589	11.666	11.739
7.	Gdańsk Port Lotniczy	PO	Platform 1	14.497	14.572	14.647
			Platform 2	14.497	14.572	14.647
8.	Gdańsk Rębiechowo	PO	Platform 1	15.907	15.988	16.058
			Platform 2	15.907	15.988	16.057

Name of structure	Km beginning	Km end	Generic code	Usable length of platform		Platform height (m)	Platform no., Track no.				surface	Kind of pavement	access ways	architecture	facilities	information
				On left side	On right side		platform	left edge	Track on left side	Track on right side						
Gdańsk Strzyża	2.113	2.273	p1kw	161	-	0.76	1	1	1	-	D	P	T1 S1	W2 Ł6	D1 I	M18 E2
	2.113	2.273	p1kw	-	158	0.76	2	1	-	2	U	P	T1 S1	W2 Ł6	D1 I	M17 E2
Gdańsk Niedzwiednik	3.755	3.906	p1kw	151	-	0.76	1	1	1	-	U	P	T1 S1	W2 Ł6	D1 I	M16 E2
	3.755	3.906	p1kw	-	150	0.76	2	1	-	2	U	P	T1 S1	W2 Ł6	D1 I	M15 E2
Gdańsk Brętowo	5.196	5.368	p1kw	169	-	0.76	1	1	1	-	U	P	T1 S1	W2 Ł6	D1 I	M20 E2
	5.196	5.368	p1kw	-	170	0.76	2	1	-	2	U	P	T1 S1	W2 Ł7	D1 I	M20 E2
Gdańsk Jasień	7.299	7.460	p1kw	161	-	0.76	1	1	1	-	U	P	S1 K1	W3 Ł8	D1 I	M16 E3
	7.299	7.460	p1kw	-	161	0.76	2	1	-	2	U	P	S3 K1	W3 Ł6	D1 I P2	M16 E3
Gdańsk Kiełpiniek	8.786	8.937	p1kw	150	-	0.76	1	1	1	-	U	P	K1 S1	W3 Ł7	D1 I	M14 E3
	8.786	8.937	p1kw	-	150	0.76	2	1	-	2	U	P	X2 K1 S1	W3 Ł6	D1 I	M14 E3
Gdańsk Matarnia	11.589	11.739	p1kw	150	-	0.76	1	1	1	-	U	P	S2 K2	W2 Ł7	D2 I P1	M16 E3
	11.589	11.739	p1kw	-	150	0.76	2	1	-	2	U	P	S2 K2	W2 Ł7	D2 I P1	M17 E3
Gdańsk Port Lotniczy	14.497	14.647	p1kw	151	-	0.76	1	1	1	-	U	P	T2 S2 X1	W1 Ł6	D2 I P1	M17 E4
	14.497	14.647	p1kw	-	151	0.76	2	1	-	2	U	P	T2 S2 X1	W1 Ł6	D2 I P1	M17 E4
Gdańsk Rębiechowo	15.907	16.058	p1kw	151	-	0.76	1	1	1	-	U	P	K1 S1	W3 Ł6	D1 I	M16 E4
	15.907	16.057	p1kw	-	150	0.76	2	1	-	2	U	P	K1 X2 S1	W3 Ł6	D1 I	M16 E4

Legend:

**Generic code** – type of platform:

**p1kw** – single-edge high platform.

**Surface** – type of surface occurring on the platform:

**U** – paved.

**Type of paving** – applied type of paving of the platform surface:

**P** – concrete pavement slab.

**Access ways** – type and number of access ways to the platform; digits beside the designation of access ways stand for the number of ways of the given type:

**K** – pedestrian footbridge over the railway line,

**S** – access by stairs,

**X** – access from a street, other

**T** – passage under tracks (tunnel) under the railway line.

**Sectors** – separate zones designated on the platform and marked:

– none.

**Architecture** – platform architecture structures for passenger use situated on the platform:

**W** – island station – roof structure with walls,

**Z** – ceiling – roof structure without walls,

**Ł** – bench, seat.

**Facilities** – facilities for persons with reduced mobility:

**D** – passenger lift,

**P** – slipway,

**I** – touch and visual markings on the platform surface.

**Information** – passenger information system installed on the platform:

**M** – sound amplification devices,

**E** – electronic displays.

#### Annex 4. Instructions and other documents

---

No.	Document number	Name of document
1.	PKM – 01	Instruction on railway traffic management
2.	PKM – 02	Instruction on manoeuvring work
3.	PKM – 03	Instruction on railway signalling system
4.	PKM – 04	Instruction on the use of radio communication devices
5.	PKM – 08	Instruction on technical requirements for the construction and maintenance of the railway surface
6.	PKM – 10	Instruction on organisation and conduct during the transport of dangerous goods
7.	PKM – 11	Instruction on organisation and conduct in cases of exceptional consignments
8.	PKM – 13	Instruction on conduct in cases of railway incidents
9.	PKM – 13a	Instruction on conduct in potentially dangerous situations
10.	PKM – 17	Instruction on ensuring the efficiency of railway infrastructure in winter
11.	PKM – 18	Instruction on train ride control
12.	-	Rules of organisation and control of the movement of people and vehicles within the Territory and in Railway Facilities of PKM S.A.



## **Annex 5. Schedule of planned track closures -**

---

PKM does not plan any track closures in the timetable 2017/2018.

**Annex 6. Price-list of fees for the use of railway infrastructure managed by  
PKM valid for the ATT 2017/2018**

---



**POMORSKA KOLEJ METROPOLITALNA S.A.**

**Price-list**

Fees for the use of railway infrastructure managed by Pomorska Kolej Metropolitalna S.A.,  
valid for the ATT 2017/2018

Gdańsk 2017

## 1. Fee for processing of an application for capacity allocation

The fee charged against Applicants for the processing of the application for capacity allocation is: 100 PLN.

The fee for the processing of an application for capacity allocation is charged against Applicants if the capacity was not allocated on the basis of the application, except for cases when the capacity was not allocated for reasons attributable to Pomorska Kolej Metropolitalna S.A.

## 2. Unit rates of the basic fee for minimum access to railway infrastructure

PKM specifies a part of the fee related to the type of provided transport service in the amount of **0 PLN / train-km** with regard to all services.

PKM specifies a part of the fee dependent on the traction for trains powered by electric traction in the amount of **0 PLN/train-km** – trains will be powered by any other traction than electric traction.

### 2.1. Passenger trains

Line category	Total gross train weight [in tons]	Part of rate dependent on line category and train weight [PLN/train-km]	Part of rate dependent on train traction [PLN/train-km]	Part of rate connected with the type of provided transport service [PLN/train-km]	Unit rate of basic fee [PLN/train-km] for combustion traction
1	m ≤90	9.63 PLN	0 PLN	0 PLN	9.63 PLN
	90<m ≤180	9.73 PLN			9.73 PLN
	180<m ≤270	9.77 PLN			9.77 PLN

### 2.2. Freight trains

PKM as the administrator of infrastructure operates on the market on the basis of a safety certificate. Because of the lack of safety authorisation as on the day of creation of the draft price-list, the management of cargo traffic on the PKM infrastructure is not planned.

## 3. Manoeuvring fee

PKM does not plan to charge Railway Undertakings with fees for services performed within the scope of minimum access to railway infrastructure connected with completed manoeuvres, hereinafter called the “manoeuvring fee”.

## 4. Reservation fee setting method

### 4.1. Reservation fee charged against Applicants for the non-use of allocated capacity

The reservation fee charged against Applicants pursuant to §20 of the Decree for the non-use of the allocated capacity, if the Applicant does not indicate the Railway Undertaking that is to use the allocated capacity, or if the Railway Undertaking indicated by the Applicant does not conclude a Contract of Use of capacity with PKM

S.A., amounts to 100% of the basic fee for the planned train journey, however not less than 1,000 PLN.

#### 4.2. Reservation fee for an unused allocated train path

According to §23 of the Decree, if the Railway Undertaking does not use the entire train path or its part allocated within the annual train timetable for reasons attributable to the Railway Undertaking, the reservation fee for the unused part of the allocated train path amounts to:

- 25% of the basic fee for the planned train journey:
  - a) if the cancellation of the allocated train path has not been submitted;
  - b) for the period from the date of submission of the cancellation till the day preceding the introduction of the train timetable change for which the deadline for submission of applications has not expired yet;
- 5% of the basic fee for the planned train journey in the case of submission of the cancellation of the allocated train path, for the period from the date of introduction of the train timetable change for which the deadline for submission of applications has not expired yet till the end of the validity period of the annual train timetable. This fee amounts to 0% of the basic fee for the planned train journey for the period during which the train timetable was changed at the administrator's request.

If the Railway Undertaking does not use the entire train path or its part allocated according to any other procedure than adopted for the annual train timetable for reasons attributable to the Railway Undertaking, the reservation fee for the unused part of the allocated train path amounts to:

- 25% of the basic fee for the planned train journey if the cancellation of the allocated train path has not been submitted or has been submitted within a shorter time than 12 hours before the planned launch of the train;
- 20% of the basic fee for the planned train journey if the cancellation of the allocated train path has been submitted within a time not shorter than 12 hours and shorter than 36 hours before the planned launch of the train;
- 15% of the basic fee for the planned train journey if the cancellation of the allocated train path has been submitted within a time not shorter than 36 hours and shorter than 72 hours before the planned launch of the train;
- 10% of the basic fee for the planned train journey if the cancellation of the allocated train path has been submitted within a time not shorter than 72 hours and not longer than 30 days before the planned launch of the train;
- 0% of the basic fee for the planned train journey if the cancellation of the allocated train path has been submitted within a longer time than 30 days before the planned train departure.

Reservation fees shall not be charged if the non-usage of the allocated train path is a consequence of the application for train path allocation concerning the modification of the allocated train path that was submitted in connection with a change of the timetable.

In the case of non-use of a part of the allocated capacity as a result of the reduction of the planned train weight by the Railway Undertaking, a reservation fee shall be charged in the amount of 50% of the decrease of the basic fee resulting from the reduction of the gross train weight for which no change of the allocated train path is required.

In accordance with the provisions of the Regulations on the allocation of railway paths and the use of allocated paths by licenced railway undertakings within the scope of the train timetable 2017/2018 of Pomorska Kolej Metropolitalna S.A., the reservation fee is not charged if the train journey does not take place for reasons attributable to PKM or in the event of an exceptional situation.

#### 5. Method of setting a fee for the stop of railway vehicles

The administrator does not charge any fee for the allocated capacity for the needs of the stop of railway vehicles within the scope of minimum access to infrastructure.

#### 6. List of available railway lines

Line number	Description
248 *	Line from the Gdańsk Wrzeszcz station to the Gdańsk Osowa station
253 **	Line from the Gdańsk Rębiechowo station to the Gdańsk Osowa R1 station

\*PKM's administration starts at km 1.204 of the odd track and km 1.429 of the even track and ends at km 18.182 for the odd track and km 17.985 of the even track,

\*\* PKM's administration starts at km 0.000 and ends at km 1.356