

PKM NETWORK STATEMENT 2023/2024

Gdańsk, 2022



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1. LIST OF ATTACHMENTS

Attachment no. 1. Address details

Attachment no. 2. Extent of network

Attachment no. 3. Technical and operational parameters of the line

Attachment no. 3a. List of operating control points and forwarding points

Attachment no. 3b. List of designed parameters of overhead contact lines

Attachment no. 4. Instructions and other documents

Attachment no. 5. Schedule of planned track closures

Attachment no. 6. Price list for the use of railway infrastructure managed by PKM valid for annual timetable 2023/2024

2. DEFINITIONS OF TERMS AND ACRONYMS

1. This Network Statement contains terms relating to the procedure of granting access to railway infrastructure defined in applicable provisions of law, in particular in the Act of 28 March 2003 on Rail Transport (unified text: Journal of Laws of 2020, item 1043, as amended), hereinafter referred to as the “**Act**”, and related implementing regulations, including Regulation of the Minister of Infrastructure and Construction of 7 April 2017 on the procedure of granting access to railway infrastructure (Journal of Laws, item 755, as amended), hereinafter referred to as the “**Regulation**”.
2. For the purposes hereof, the following terms and acronyms are defined as follows:
 - 1) **Applicant** - a railway undertaking, an international economic interest grouping of railway undertakings or another entity interested in gaining capacity, in particular a public rail transport operator, shipper, freight forwarder or combined transport operator;
 - 2) **Undertaking or Railway Undertaking** - an entrepreneur authorized to perform railway transport including an entrepreneur providing traction services only, on the basis of a license and uniform safety certificate, or an entrepreneur authorized to perform railway transport on the basis of a safety certificate;
 - 3) **Price List** - List of unit charges for the use of railway infrastructure managed by PKM S.A., prepared in accordance with § 21 of the Regulation;
 - 4) **Instructions** - instructions and other documents of PKM, referred to in Attachment no. 4;
 - 5) **ISZTP** - the Internet-Based Train Path Allocation System “Zamawiaj i Jedź” on PLK’s website (www.plk-sa.pl) - an application for the complex processing of applications for train path allocation by the Applicants and Railway Undertakings;
 - 6) **Conflict between submitted applications** – a situation when at least two Railway Undertakings submitted applications for train path allocation (in accordance with the definition of train path in Article 4 (12) of the Act) for the use of the same section of a railway line in the same period of time;
 - 7) **Coordination** – a process of solving by PLK, on the basis of the contract on cooperation of managers in terms of railway paths connection in valid timetable, conflicts between submitted applications for train path allocation through consultations with the Applicants/Railway Undertakings;
 - 8) **LCS PKM** - Computer-Based Interlocking of PKM;

- 9) **PKM lines** - Railway line no. 248 (from Gdańsk Wrzeszcz station to Gdańsk Osowa station) and railway line no. 253 (from Gdańsk Rębiechowo station to Gdańsk Osowa R1 station) managed by PKM;
- 10) **Congestion period** – a part of natural day, a natural day or several days when the demand for capacity of a railway line or its section cannot be fully satisfied, including the train parameters requested by the Applicant/Undertaking, even after a coordination procedure;
- 11) **PKM or Manager** –Pomorska Kolej Metropolitalna S.A.;
- 12) **PLK** – PKP Polskie Linie Kolejowe S.A.;
- 13) **Undertaking's staff** – employees of the railway undertaking and other people engaged by the railway undertaking to implement the Contract for Use;
- 14) **PKM staff** – employees of PKM and other people engaged by PKM to implement the Contract for Use;
- 15) **Technical break** – a period of time defined by the Manager, during which the railway infrastructure is temporarily inaccessible to railway undertakings due to investment, modernisation or regular maintenance works, or repairs;
- 16) **Network Statement** - This Network Statement;
- 17) **PLK Network Statement** - the Network Statement developed by PLK;
- 18) **Timetables:**
 - a) **RRJ** – annual timetable, train timetable valid between two consecutive timetable changes occurring at midnight on the second Saturday of December;
 - b) **IRJ** - individual train timetable - train timetable prepared on the basis of application for train path allocation concerning allocation of new capacity during the period of RRJ validity;
 - c) **ZRJ** - substitute train timetable - train timetable prepared by PLK, containing changes resulting from planned investment, modernisation or regular maintenance works, or repairs;
- 19) **SEOP** - Train Delay Recording System;
- 20) **Crisis situation** – a situation resulting from an unforeseen event and leading to disturbances in the operation and transport process carried out on the railway line managed by PKM and requiring initiation of PKM emergency action;
- 21) **Emergency situation** – a situation in which, as a result of emergency event creating disturbance or risk of disturbance in the operation process on PKM lines, the performance of obligations arising from the contract is limited or impossible and which could not have been foreseen or prevented by neither of the parties to the contract, having exercised due diligence;
- 22) **TNWR** - High Risk Dangerous Goods;
- 23) **Contract for Allocation** – a contract for capacity allocation;
- 24) **Contract for Use** – a contract for capacity use;
- 25) **WRJ** - Internal timetable;
- 26) **Event** - a serious accident, accident or incident;
- 27) **Emergency event** - a sudden event and independent of the will of the parties to the Contract for Use, being in particular the result of:
 - a) introduction of extraordinary measures, a state of natural disaster, a state of emergency, a state of martial law in the whole country or in its part, or the State of Biohazard or the State of Contagion,

- b) social protests, e.g. strikes, riots or civil commotion,
- c) acts of terror or the threat of such acts,
- d) other unforeseen events such as floods, fires, hurricanes, landslides, prolonged atmospheric precipitation, failure of power or communication networks, etc.

3. GENERAL INFORMATION

3.1. Introduction

1. PKM is the manager of railway lines no. 248 and 253.
2. PKM holds a Safety Certificate no. 137/ZI/15 issued on 7 August 2015 by the President of the Office of Rail Transport (UTK) with a subsequent amendment of 24 March 2017, which is valid until 6 August 2020.

In turn, according to the content of Article 15zzy1 (3) of the Act of 2 March 2020 on special solutions related to preventing, counteracting and combating COVID-19, other infectious diseases and crisis situations caused by them (Journal of Laws, item 374, as amended), in case when the expiry date of the safety certificate referred to in Article 19 of the Act of 28 March 2003 on rail transport expires in the period when a state of epidemic threat or a state of epidemic is in force, the validity of these documents is extended until the expiry of 180 days from the day when the state of epidemic threat or state of epidemic is cancelled, whichever is later.

The Safety Certificate entitles PKM to manage the Railway Infrastructure. Any informations about security certificate will be updated.

3. Until the integration of PKM Lines into the rest of the railway system and obtaining a safety authorisation within the meaning of Article 18a of the Act, PKM lines are intended to carry out regional transport, including voivodeship transport. In relation to the above, the provisions of the Network Statement referring to transports other than those mentioned above shall come into force as soon as PKM receives such safety authorisation.
4. PKM railway lines are located between railway lines, which are managed by PLK. With Conditions, Contractors, which they performed with PLK Comments and PLK service orders, PLK service contractors.

3.2. Objective

The rules of cooperation and requirements for granting access to railway infrastructure managed by PKM and service infrastructure connected to the Manager's network, applying to all Applicants and Railway Undertakings are included in the Network Statement, hereinafter referred to as the Network Statement.

3.3. Legal framework

1. The essential legal requirements for rail transport, including the requirements for granting access to railway infrastructure, are set forth in the Act, related implementing regulations and other generally applicable provisions of law, including those underlying business relations between business operators.
2. Legal acts of the Republic of Poland concerning railway transport are available at:
<https://www.utk.gov.pl/pl/akty-prawne-i-orzecznictwo/akty-prawne/akty-prawne-rzeczpospolitej>
3. EU Legal acts concerning railway transport are available at:
<https://www.utk.gov.pl/pl/akty-prawne-i-orzecznictwo/akty-prawne/akty-prawne-unii-europejskiej>

3.4. Legal status

3.4.1. General provisions

1. This Network Statement has been developed in accordance with Article 32 of the Act and § 27 of the Regulation.
2. The draft Network Statement is consulted with the Applicants in accordance with § 27 (3) of the Regulation.
3. The draft Network Statement, its amendments and the announcement of its consultation are placed on PKM website at: www.pkm-sa.pl.
4. Entities entitled to submit comments on the Network Statement should send them to PKM by email to regulamin@pkm-sa.pl, with "Re. PKM Network Statement" in the subject line.
5. A summary of submitted comments, together with information on the manner of their consideration and a justification in case of their rejection, is published on PKM website within 30 days from their receipt by PKM.
6. The Network Statement is adopted by resolution of PKM's Management Board and published on PKM website at www.pkm-sa.pl.

3.4.2. Liability

PKM is not responsible for information published by other entities under the Internet addresses given herein, including for data prepared by other railway infrastructure managers and operators of service facilities.

3.4.3. Appeal procedure

Complaints and applications concerning PKM's activity are accepted in written form or by email to the addresses given below:

Pomorska Kolej Metropolitalna SA
ul. Budowlanych 77, 80-298 Gdańsk
email: sekretariat@pkm-sa.pl

with the exception of issues concerning this Network Statement, which should be communicated in accordance with Clause 3.4.1. hereof and with respect to the performance of the Contract for Allocation or the Contract for Use - in accordance with the given Contract.

3.5. Structure of Network Statement

This Network Statement consists of two parts:

1. Descriptive - describing i.a. conditions of obtaining access to railway infrastructure, granting railway capacity, using the capacity allocated, types of available services and information on charges;
2. Attachments - containing i.a. a description of the railway network, lists of organisational units referred to in the descriptive part hereof, forms of documents, a list of internal regulations applicable to the Applicant/Undertaking, schedules of track closures, PKM's contact details.

3.6. Validity, amendments and updating process

3.6.1. Validity period

This Network Statement is valid for the period of preparation, development and validity of timetable 2023/2024.

3.6.2. Amendments and updating process

1. Amendments to the descriptive part hereof are made in justified cases after prior consultation with the Applicants. Such amendments become effective within 10 days from the date of their introduction, unless, for justified reasons, PKM specifies another date.
2. Amendments due to changes in generally applicable provisions of law are made in accordance with time limits prescribed therein.
3. Amendments introduced in attachments hereto do not require public consultation.

3.7. Publishing

1. The current text hereof, together with attachments hereto, is published at: www.pkm-sa.pl.
2. PKM informs the Applicants about the publication of the Network Statement and introduction of amendments and updates by email, provided that the Applicant's email address is submitted to the address set forth in Clause 3.4.1 (4).

3.8. Contact details

The contact details of PKM's employees who provide detailed information regarding technical and operational parameters of railway lines, information on the safety of rail transport of dangerous goods and environmental protection are included in **Attachment no. 1**.

3.9. Methods of dispute resolution

All disputes between PKM and the Applicants or Undertakings shall be settled amicably and if a given dispute cannot be resolved amicably, the rules specified in the Contracts for Allocation or in the Contracts for Use shall apply.

4. ACCESS CONDITIONS

4.1. Introduction

Chapter 4 specifies the terms and conditions for granting access to railway infrastructure managed by PKM.

4.2. General access conditions

The conditions for granting access have been developed based on the Act and the Regulation.

4.2.1. Conditions for applying for capacity

1. The Applicant shall acquire the right to apply for and to be allocated capacity after the conclusion of the Contract for Allocation with the Manager.
2. In order to conclude the Contract for Allocation, the Applicant shall submit written application for the conclusion of the contract for allocation to the following address:

Pomorska Kolej Metropolitalna SA
ul. Budowlanych 77, 80-298 Gdańsk
email: sekretariat@pkm-sa.pl

In such application, the applicant shall specify in particular:

- 1) the company (or name or first and last name, depending on the organisational and legal form), registered office and address;
 - 2) data enabling unambiguous identification, i.a. NIP (Tax Identification Number), REGON (National Official Business Register Number), KRS (National Court Register Number);
 - 3) planned scope of ordered capacity;
 - 4) manner and dates of providing the Manager with information about Railway Undertaking entitled to use the requested capacity.
3. In case of Applicants intending to submit applications for capacity allocation for railway passenger services, the Applicant shall specify the planned scope of requested capacity in which the Applicant has concluded a public service contract, presented a statement of the organiser of public railway transport on the intention to include trains in a public service contract or obtained a decision on granting open access.
 4. The submission of applications for capacity allocation and their processing shall be performed according to the rules set forth in Clauses 6.1. to 6.4.
 5. The capacity allocated to the Applicant may not be transferred to another Applicant.
 6. The capacity allocated to the Applicant that is not a Railway Undertaking may not be used for any other type of transport than that indicated in the application for capacity allocation.
 7. The Applicant that is not a Railway Undertaking may indicate different Railway Undertakings entitled to use the capacity allocated on the basis of individual applications.
 8. The Applicant that is a Railway Undertaking may not designate another Railway Undertaking to use the capacity allocated to the Applicant.

4.2.2. Conditions for obtaining access to railway infrastructure

1. The Railway Undertaking shall acquire the right to use the capacity allocated to the Applicant after the conclusion of the Contract for Allocation with the Manager.
2. The Manager shall present to the Railway Undertaking indicated by the Applicant, within the period agreed with the Applicant, a draft Contract for Use.
3. Before concluding the Contract for Use, the Railway Undertaking shall submit to the Manager:
 - 1) a certified copy of a valid licence referred to in Article 43 of the Act, insofar as it corresponds to the subject matter of the Contract for Use;
 - 2) a certified copy of a valid safety certificate referred to in Article 18b of the Act;
 - 3) a declaration that transport operations shall be performed with the use of rolling stock which meets the requirements of Regulation of the Minister of Infrastructure of 12 October 2005 on general technical operational conditions for railway vehicles (unified text: Journal of Laws of 2016, item 226, as amended);
 - 4) a declaration that the Railway Undertaking shall inform about 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
email: sekretariat@pkm-sa.pl

Documents must be submitted in Polish or in a certified translation of the originals into Polish.

4.2.3. Licences

The President of UTK is the competent authority to grant, refuse, amend, suspend or withdraw a licence held by an undertaking with registered office in the Republic of Poland.

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

4.2.4. Safety certificate

Safety certificates are issued, extended, amended and withdrawn and their register is kept and updated by the President of UTK in terms of supervision of operators whose activities affect the safety of railway traffic and safety of railway operations.

The contact details of UTK are set forth in Clause 4.2.3.

4.3. General business terms and conditions

Detailed conditions of cooperation between the Applicants/Railway Undertakings and the Manager shall be established in the Contract for Allocation or in the Contract for Use, specifying rights and obligations of the parties, commercial as well as formal and legal aspects concerning the fulfilment of their mutual obligations.

4.3.1. Frame Contract

Within the validity period of RRJ 2023/2024, PKM does not plan to conclude any capacity reservation contracts for a period beyond the validity period of RRJ.

4.4. Operational rules

1. A list of internal rules for the Applicant and the Undertaking is set forth in **Attachment no. 4**.
2. Changes in the internal rules set forth in **Attachment no. 4** shall be communicated by the Manager to the Applicants and Undertakings within time limits sufficient to prepare for the introduction of such changes, but not later than 7 calendar days before such changes come into force.
3. Internal rules currently in force are available at: www.pkm-sa.pl.
4. In case of their absence on the aforementioned website, upon written request of the Applicant or the Undertaking, the Manager sends them free of charge in electronic version to the address indicated by the Applicant or the Undertaking.

4.5. Special transport services

1. Special transport services are provided by PKM as part of RRJ and IRJ after having determined the conditions for such special transport services.
2. The Applicant or the Undertaking shall submit an application for the approval of special transport services to the PLK Railway Traffic Management Centre according to the contract on cooperation of managers in terms of railway paths connection in valid timetable and PLK Network Statement.
3. Detailed information included in such application for the approval of special transport services, referred to in Section 2 above, is specified in the "Instruction for special transport services" PKM-11 set forth in **Attachment no. 4**.
4. PKM, in the event of track closures that take place on the premises and due to reasons attributable to PKM, shall, at the request of the Applicant/Undertaking, update the previously issued approvals of special transport services.

4.6. Dangerous goods

1. Dangerous goods shall mean materials and items, the carriage of which is prohibited by the provisions of Regulation concerning the International Carriage of Dangerous Goods by Rail (RID) or allowed only under certain conditions. The carriage of dangerous goods by rail is any movement of dangerous goods in a wagon, taking into account any stops required for such carriage and the activities related to such carriage.
2. The obligation to apply the RID Regulation 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 into the Polish legal system by the Act of 19 August 2011 on the transport of dangerous goods (unified text: Journal of Laws of 2021, item 756, as amended).
3. Regulations concerning the transport of dangerous goods by rail are contained in the "Instruction on procedures in the transport of dangerous goods by rail PKM-10" set forth in **Attachment no. 4** and in legal acts listed on the following website:
<http://mib.gov.pl/2-Przewoztowarowniebezpiecznych.htm>

4.7. Rolling stock acceptance procedure

1. Railway vehicles of railway undertakings must meet the requirements set forth in Regulation of the Minister of Infrastructure of 12 October 2005 on general technical operational conditions for railway vehicles (Journal of Laws of 2016, item 226, as amended) and have relevant documents compliant with Regulation of the Minister of Transport of 2 November 2006 on documents which should be in railway vehicle (Journal of Laws of 2007, No. 9, item 63), boards and have to be marked in accordance with the requirements of the Regulation of the Minister of Transport, Construction and Maritime Economy of 3 January 2013 on the manner of keeping the register and marking of railway vehicles (Journal of Laws of 2019, item 918), in particular with regard to the correct equipping of passenger trains with the appropriate direction.
2. The permissible unevenness of loads of bogies, axles and wheels of given wagon axle must be within +/- 12%.
3. Powered railway vehicles should have working ATS system. It is recommended to use on-board ERTMS/ETCS L2.
4. The Undertakings using PKM Lines to transport passengers are obliged to assemble trains from passenger rolling stock fitted with toilets with closed sanitary system.
5. Trains operating on PKM Lines should be equipped with working air brake system.
6. The Undertaking wishing to use platforms of PKM Lines in a manner compliant with the current provisions of the Technical Specifications for Interoperability relating to accessibility of EU rail system to disabled persons and persons with reduced mobility (PRM TSI), must equip its rolling stock with boarding aids in accordance with the above mentioned Decision, appropriate to a given type of rolling stock and operate such aids itself. PKM as infrastructure manager shall ensure that platforms are available and compliant with PRM TSI according to 760 mm height standard.
7. All radiotelephone devices, in order to operate in GSM-R radio network, must meet the following requirements:
 - 1) hold a valid document confirming compliance with the essential requirements of the Act of 16 July 2004 the Telecommunications Law (unified text: Journal of Laws of 2021, item 576, hereinafter referred to as the “**Telecommunications Law**”),
 - 2) hold a valid radio licence referred to in Article 143 of the Telecommunications Law,
 - 3) cooperate with devices used in PKM radiotelephone network of GSM-R standard,
 - 4) not cause any interference to the radiotelephone network operated on PKM Lines.
8. Railway vehicles must be equipped with appropriately configured GSM-R cab radio with RailEmergency Call (REC) option.
9. The Railway Undertaking cannot provide third parties with access to PKM-owned radiotelephone devices that operate in the GSM-R radio communication network and are used by the Undertaking’s staff and is responsible for their efficiency and use.
10. The Railway Undertakings that shall use a railway line equipped with GSM-R communication for the first time are subject to a one-off training in the procedure of checking the correct operation of the radiotelephone and REC function.
11. Electric rolling stock shall be equipped with pantographs which feature PN-EN 50367 profile B.2 or B.7 collector shoes
The working part length of the collector shoe is:
 - 1) 1030 mm for profile B.2;

2) 1100 mm for profile B.7.

The permissible static contact force of the pantograph on the contact wire shall be between 90 N and 120 N. The minimum width of the contact shoe for each profile shall be 60 mm. The contact shoe thickness shall be the minimum specified in the operating and maintenance manual of the pantograph type.

The electric traction vehicles the pantographs of which are equipped with ADD (Automatic Drop Device) shall have the ADD enabled during train runs.

4.8. Staff acceptance process

1. Employees of the railway undertaking, who are engaged for the performance of tasks directly related to the operation of railway traffic and driving railway vehicles, must meet the requirements of the Act and relevant implementing regulations issued thereunder, including drivers in terms of working time and rest period as well as knowledge of railway line sections.
2. When carrying out tasks resulting from the Contract for Use, railway Undertaking's Employees must be equipped with up-to-date timetable publications or relevant excerpts.
3. Training of railway undertaking's Employees on issues connected with the use of PKM railway infrastructure, in particular:
 - 1) railway traffic technology,
 - 2) knowledge of sections of PKM technical regulations,may be carried out at the request of the Undertaking by relevant PKM's Employees, however, such training is obligatory for the Employees of the Undertaking that shall carry out transport using PKM infrastructure for the first time.
4. A detailed scope of issues referred to in Section 3, dates, number of hours of training and payments are specified in a separate contract.

5. INFRASTRUCTURE

5.1. Introduction - list of available railway lines

PKM manages railway infrastructure with a line length of 34.890 km. PKM infrastructure consists of:

- 1) double-track line no. 248, beginning at km 1.204 of odd track and km 1.429 of even track and ending at km 18.182 of odd track and km 17.985 of even track,
- 2) single-track line no. 253 with a length of 1.356km.

PKM does not provide for preferential transport type on managed railway lines within the meaning of Article 29b of the Act.

5.2. Extent of network

The extent of PKM network is described in detail in **Attachment no. 2**.

5.3. Description of network

1. In the managed infrastructure, there are 4 operating control points, including 1 station and 22 viaducts, 9 culverts, 6 underpasses, 4 footbridges and 1 technological footbridge.
2. The technical and operational parameters of the infrastructure managed by PKM are specified in detail in **Attachment no. 3**.
3. The list of operating control points and forwarding points on PKM lines is contained in **Attachment no. 3a**.
4. The list of civil structures on PKM lines is contained in **Attachment no. 3**.

5.4. Traction power supply

1. For operation of rail vehicles on its electrified railway lines, PKM provides a contact system power supply rated at 3 kV DC.
2. PKP Energetyka S.A. is the operator of the electrical power distribution network connected to the 3 kV DC contact system.
3. Railway Undertakings which collect electrical power for traction vehicle propulsion are required to conclude contracts for electrical power purchase and electrical power distribution services, or umbrella contracts for electrical power distribution and purchase with the competent power utilities.
4. Each Railway Undertaking who does not hold a concluded agreement referred to in section 3, may render electrified operation of the Undertaking on the railway infrastructure infeasible.
5. Detailed regulations for the operation on the railway infrastructure with overhead contact systems are stated in the Allocation or Usage Agreements.
6. The contact system parameters are specified in **Attachment no. 3b**.

5.5. Traffic control and communication systems

5.5.1. Signalling systems

A signalling system is in force on all lines managed by PKM.

5.5.2. Traffic control systems

On lines operated by PKM, there is a computer system EBI Lock 950 version 4 with STC2 controllers, the EBI Screen 300 master system for remote traffic control and steering, the SOL3 track and turnout unoccupancy control system and the ERTMS/ETCS Level 2 system.

5.5.3. Communication systems

GSM-R radio communication in accordance with the standard described in TSI is functioning on the lines managed by PKM. Trains operating on PKM lines shall only use GSM-R.

5.6. Traffic restrictions

1. Those using railway lines are bound by the provisions contained in Annex no. 2 to WRJ, containing the list of permanent warnings and road speeds on the main tracks of basic junction stations.
2. Annex no. 2 to WRJ is prepared periodically, for the first time at the same time when RRJ comes into force.
3. Current Annex no. 2 to WRJ is available in ISZTP.
4. PKM informs the driver of a powered railway vehicle in a manner specified by regulations about ad hoc changes resulting from urgent need to introduce operational restrictions concerning:
 - 1) the technical and operational parameters of the lines on which the transport takes place, including restrictions related to works, speed restrictions and other operational restrictions;
 - 2) the operation of signalling and communication equipment and control equipment.

5.6.1. Environmental restrictions

1. The Undertakings are obliged to assemble trains from passenger rolling stock fitted with toilets with closed sanitary system or without closed sanitary system in the entire PKM railway infrastructure.
2. The Railway Undertakings using railway infrastructure shall be liable for any emissions to the environment, inside or outside the railway area, which arise as a result of their operations.
3. If the Railway Undertaking causes environmental pollution or an imminent threat of environmental damage or environmental damage, such Railway Undertaking shall bear the costs of actions taken to remove such pollution or preventive and remedial actions in accordance with applicable environmental regulations, including regulations concerning prevention and repair of environmental damage.
4. In case of environmental pollution caused by the Railway Undertaking, such Railway Undertaking shall within 14 days from the date of such event provide PKM with information about the method and dates of planned actions aimed at removing pollution or preventive and corrective actions.

5.6.2. Restrictions on the transport of dangerous goods

Information on restrictions on the transport of dangerous goods, including procedures for all participants of the transport of dangerous goods on railway lines managed by PKM and prevention of situations posing danger to people and environment resulting from such process, is contained in the Instruction on organisation and procedures in the transport of dangerous goods - PKM-10 set forth in **Attachment no. 4**.

5.7. Availability of infrastructure

Operational restrictions may result from, among others:

- 1) planned track closures due to investment or modernisation works, repairs and regular maintenance works;
- 2) non-scheduled track closures due to railway infrastructure damage,
- 3) temporary operational restrictions for certain railway line sections,
- 4) damage to rolling stock,
- 5) occurrence of emergency or crisis situations,
- 6) risks to the traffic safety or the safety of carriage of people and goods,
- 7) requirements related to the state security and defence,
- 8) decision of the President of UTK and other competent authorities,
- 9) maintenance shutdowns.

On lines where track closures are planned, PLK shall prepare RRJ on the basis of actual capacity of the line, according to PLK Network Statement.

5.7.1. Infrastructure Development

List of projects realised by PKM S.A. is available at www.pkm-sa.pl.

5.8. Service facilities

Information on service facilities is contained in the Regulations for granting access to service facilities managed by PKM and available at www.pkm-sa.pl.

5.8.1. Passenger stations

Passenger stations - detailed technical conditions for access are contained in the Regulations for granting access to service facilities managed by PKM and available at www.pkm-sa.pl.

6. CAPACITY ALLOCATION

6.1. Introduction

1. The capacity is allocated based on applications submitted by the Applicants that concluded the Contract for Allocation.
2. The applications referred to in Section 1 may concern the allocation of train path, allocation of new capacity or modification of allocated capacity.
3. In the application for capacity allocation, the Applicant may indicate related applications which need to be implemented for the allocation of the requested train path.

6.2. Process description

6.2.1. Submission of applications for the allocation of train paths

1. On the basis of the contract on cooperation of managers in terms of railway paths connection concluded between PLK and PKM, in order to use railway lines managed by PKM, the applicant submits to PLK an application for capacity allocation within RRJ, IRJ, URJ and ZRJ, according to the rules set forth in PLK Network Statement.
2. Such application for capacity allocation is submitted electronically by means of ISZTP - on the PLK website (www.plk-sa.pl) according to the rules set forth in PLK Network Statement.
3. PKM and PLK don't develop the simplified train timetable.

6.2.2. Submission of applications for capacity allocation for shunting or stabling operations

PKM does not offer shunting or stabling services.

6.2.3. Reserving Capacity for Temporary Capacity Restrictions

Information on the planned long-term track closures, including the draft track closures schedules, are available at www.pkm-sa.pl in the tab: /Dla biznesu/Dla przewoźników/Regulamin sieci PKM 2023/2024 in **Attachment no. 5** to the regulations. Information about the planned periodic limitations in the capacity is provided to interested applicants at the stage of submitting assumptions for the development of the ZRJ project.

6.3. Schedule for submitting applications and allocating train paths

1. PLK accepts applications of the Applicants/Undertakings for the allocation of train paths in timetable 2023/2024 within deadlines set forth in PLK Network Statement.
2. After the preparation of train paths, PLK notifies the Applicants/Undertakings about the allocated train paths.
3. PLK allocates train paths according to the provisions of PLK Network Statement prepared within timetable 2023/2024.

6.3.1. Changes in the timetable

1. Changes in the timetable may include:

- 1) preparation of proposals of changes to allocated train paths which need to be modified due to changes in the railway infrastructure parameters;
 - 2) examination of applications for train path allocation, which refer to modifications of allocated train paths;
 - 3) preparation of proposals of changes to allocated train paths, which are possible due to changes in the railway infrastructure parameters or changes referred to in Sections 1 and 2;
 - 4) examination of applications for train path allocation, which refer to allocation of new train paths.
2. In accordance with the contract on cooperation of managers in terms of railway paths connection in valid timetable, the rules of changes to the timetable are set forth in PLK Network Statement.
 3. PLK introduces changes to the train timetable, resulting from investments, repairs or maintenance of PKM lines, within deadlines set forth in PLK Network Statement.

6.3.1.1. Modification of allocated capacity

1. PKM allows the Applicants to modify the allocated capacity.
2. Modification of allocated capacity is only possible by submitting an application via ISZTP.
3. Modification of capacity is performed on the basis of the provisions of PLK Network Statement.

6.4. Process of train path allocation

6.4.1. Process of coordination and conflict resolution

In the event of conflict between submitted applications for train path allocation or between allocated train paths on PKM lines, PLK, on the basis of the contract on cooperation of managers in terms of railway paths connection, starts a Coordination process according to the rules set forth in PLK Network Statement.

6.4.2. Congested infrastructure: definition, priority criteria and procedure

1. If, despite the actions referred to in Clause 6.4.1, it is not possible to fulfil the requirements included in the applications for train path allocation in accordance with the 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 (11) (1) of the Regulation. PKM notifies also of railway line or its section where lack of capacity is expected in the next period of RRJ preparation.
2. PKM provides results of capacity analyses for congested railway lines or their sections to the President of UTK as well as the scheme of capacity increase according to the rules referred to in the Regulation.
3. Train path allocation on congested railway line sections is performed on the basis of auction results referred to in § 7 (11) (4) of the Regulation.
4. Based on the information received from PLK, PKM announces the threshold level of use of the train path allocated on the section of railway infrastructure with insufficient capacity, which the exceeding of by the carrier entitles the administrator to deprive him of the right to use it.

6.4.3. Impact of framework contracts

According to Clause 4.3.1, within the validity period of RRJ 2023/2024, PKM does not plan to conclude any capacity reservation contracts for a period beyond the validity period of RRJ.

6.5. Allocation of capacity for maintenance, renewal and modernisation

1. Capacity allocation for the purposes of maintenance, renewal and modernisation shall be carried out in accordance with the rules set forth in Clause 6.
2. Train journey for the purposes referred to in Section 1 is based on prepared train timetable on the basis of contracts concluded with PKM.
3. The application for capacity allocation for maintenance purposes (maintenance/repair journey), in the part with remarks and instructions, must include:
 - 1) number of contract or order for carrying out maintenance and repair works, which is the basis for the completion of train journey (contract concluded by PKM with service provider for maintenance, supervision, testing or repair of railway infrastructure);
 - 2) first name and last name of authorised employee of the given discipline from the Infrastructure Management Division, who approves the application on the part of PKM.
4. For the passage of a maintenance and repair train, including a service train, operated for the purpose of maintaining railway infrastructure, supervision, or fault removal, commissioned by PKM, no fees are charged.

6.6. Alternative transport services

1. In the event of restrictions on using railway infrastructure due to reasons attributable to PKM, the Railway Undertaking may provide passenger transport with the use of means of road transport adjusted to the number of passengers carried out by a road carrier licensed to carry out domestic road transport in the scope of passenger transport or an entrepreneur in the scope of passenger transport by taxi.
2. Planning of alternative transport services due to planned track closures is performed in the process of preparation and approval of ZRJ.
3. PKM is obliged to cover additional costs incurred by the Undertaking due to introducing alternative transport services if their introduction is caused by reasons attributable to PKM. Such additional costs referred to above are understood as the difference between the costs for minimum access to railway infrastructure, which would be incurred by the Undertaking in case of carrying out journey without any restrictions on using railway infrastructure caused by reasons attributable to PKM and full documented costs incurred by the Undertaking for providing alternative transport services by service provider, where this service should be the cheapest alternative for the Undertaking in relation to the basic transport. The full costs referred to above refer to the amount of the invoice issued by the provider of the alternative transport services; these are the costs of providing a road vehicle with its driver.
4. Billing of costs of alternative transport services shall take place in accordance with the provisions of the Contract for Use.
5. For the purposes of billing of costs of alternative transport services, the Undertaking shall be obliged to submit a statement on evaluation of effectiveness and rationality of organisation of alternative transport services and a statement on non-reimbursement of additional costs of alternative transport services by the public transport organiser.
6. Introduction of alternative transport services by the Undertaking due to reasons referred to in Clause 6.9.2.3 and unplanned track closures, not included in ZRJ, is agreed with PKM Dispatching Centre.

Before introducing alternative transport services, the Undertaking shall inform PKM Dispatching Centre about:

- 1) date and time of introducing alternative transport services;
- 2) trains for which alternative transport services shall be introduced;
- 3) the journey covered by alternative transport services.

The above mentioned information should also be given in writing.

7. The Railway Undertaking is obliged to cover the costs of measures taken to ensure continuity and safety of railway traffic, if the reasons for introducing alternative transport services are attributable to such Railway Undertaking.

6.7. Rules for cancellation of unused capacity

1. The Applicant has the right to cancel the allocated train path or part of it. Such cancellation of allocated train path is made via ISZTP.

In this case, PKM collects a reservation charge for the entire or part of ordered and allocated train path, which was not used by the Railway Undertaking, according to the rules set forth in Clause 8.4.1 of the Network Statement.

2. PLK accepts such cancellation of allocated train path according to the rules set forth in PLK Network Statement.
3. The confirmation of receipt of "Cancellation of allocated train path in whole or in part" is generated automatically from ISZTP and sent by email to the Applicant's email address.
In case of ISZTP failure, the cancellation of the entire or part of allocated train path should be submitted by email to territorially competent contact point for timetable construction, corresponding in area to the place of planned start of journey (contact details are included in PLK Network Statement).
4. Such cancellation shall not be accepted if the Applicant provides incorrect data.

6.8. Exceptional transports and dangerous goods

Requirements and information concerning exceptional transports and dangerous goods are described in Clause 4.5 [Special transport services] and Clause 4.6 [Dangerous goods].

6.9. Special measures to be taken in the event of disturbances

Detailed rules of notification of incidents and potentially dangerous situations, procedure of appointment and work of railway committees, rules of qualification and rules of documentation of conducted proceedings for incidents are specified in instruction PKM-13 and for potentially dangerous situations are specified in instruction PKM-13a.

6.9.1. Rules of notification

Rules of notification, among others, in case of events of importance for the preservation of safety and continuity of traffic operation as well as safety of people, property or the environment and in case of disruption to train timetable - are stipulated in the Contract for Capacity Use in valid timetable.

6.9.2. Anticipated problems

1. If deviations from timetable occur for reasons attributable to the Undertaking (incl. cases referred to in Clause 6.9.2.3.), the Undertaking is liable to PKM as well as to other Undertakings, if the consequences of this event concern them, for resulting difficulties in railway line operation.
2. In accordance with the provisions of the Act, in the event of danger to traffic safety or people and goods transportation safety, PKM is obliged to undertake actions aimed at reducing this risk, including to suspend or restrict traffic on the line or its part.
3. PKM shall notify the Undertakings concerned immediately of any disturbances affecting their operational activity.
4. In the event of operational disturbances, PKM undertakes actions aimed at restoring normal operational conditions.

For this purpose, PKM can introduce in particular: decrease in train speed, alternative routes, use of alternative traction units, train cancellation, shortening of train routes, joining of trains, moving passengers from trains cancelled on the route to the nearest trains going in the given direction (even if they belong to another Railway Undertaking) together with ordering additional train stops, etc.

The train, after passengers allocation to another train, runs on the further part of the route as an empty passenger train to the station agreed with the Undertaking.

5. PKM has the right - in case of operational difficulties, e.g. necessity to pick up damaged rolling stock or rolling stock with shifted load in order to restore the possibility of passage - to use powered railway vehicle of the Railway Undertaking or to employ (engage to perform appropriate actions) Railway Undertaking's employee (driver, auditor), having appropriate qualifications, in order to remove the damaged vehicle belonging to this railway undertaking and another railway undertaking from the path. This also applies to cases where it is necessary to exclude any damaged rolling stock from a train which, due to rolling stock failure preventing it from continuing to run; has been stopped on the main track at a station; or where a stopped train obstructs or significantly limits the traffic flow of a station.

Using such powered railway vehicle of the Railway Undertaking or employing (engaging) Railway Undertaking's employee by PKM may be applied only in order to haul the damaged vehicle to the nearest station where conditions exist for its stabling or to move the damaged rolling stock from the main track to the side track at the station and to assist in the performance of required brake test after excluding the rolling stock from the train.

In cases when the necessity of additional use of powered railway vehicle is caused by the Undertaking's fault, billing of costs incurred in this respect is made according to the rules set forth in the Contract for Use.

6. In cases referred to in Section 5, PKM is also entitled to use technical railway rescue teams to restore traffic on a line or station track.

The costs of operations of such technical railway rescue teams mentioned above shall be charged by PKM to the Undertaking. Before charging such costs, PKM submits to the Undertaking a calculation of costs of operation of such technical railway rescue teams.

7. The Undertaking is obliged to cover such documented and direct costs resulting from operations taken to ensure continuity and safety of railway traffic in order to eliminate any effects of events or potentially dangerous situations that were caused through their fault.
8. Any reimbursements of fees, charges for incurred costs of elimination of any effects of potentially dangerous events or situations, use of powered railway vehicle of the Undertaking to eliminate

operational disturbances referred to in Section 5, including also those caused by PKM and other settlements, are carried out respectively - both by PKM and the undertaking - in compliance with payment dates according to the mutual contract, to the account of PKM or the undertaking.

6.9.2.1. Procedure in the case of damaged vehicle

1. In case of receiving information by the traffic controller or the driver of traction vehicle about any anomaly or damage to a vehicle, information is exchanged by radiotelephone between such traffic controller and the driver of traction vehicle about the type of damage and its location.
After receiving such information from the traffic controller, the driver shall proceed according to the instructions written in the instructions for the driver of traction vehicle.
2. After receiving information from the driver of traction vehicle about observed damage or anomalies, the traffic controller shall proceed according to the procedures and instructions in force set forth in **Attachment no. 4**.
3. If the traffic dispatcher or electric multiple unit driver learns about irregularities or damage to the current collector (pantograph), information is exchanged via radiotelephone between the train dispatcher and the electric multiple unit driver about the type of damage and its location.
4. In this case, the electric traction unit is stopped and the driver follows the guidelines set out in the manual for the traction unit driver.
5. The traffic dispatcher, after receiving information from the electric multiple unit driver about the detected damage or irregularities of the current collector (pantograph), follows the instructions of PKM-13 and PKM-13a listed in appendix no. 4.

6.9.2.2. Unforeseen problems

Within the railway crisis management system, in the event of necessity for train cancellation in PKM's area, all decisions about cancelling trains are taken by PKM Dispatching Centre after consultation with dispatchers of the railway undertakings concerned.

Within the railway crisis management system, PKM and the railway undertakings, respectively to the scope of activities concerning them, bear all costs resulting from the performance of actions aimed at maintaining traffic flow or technical protection of the line.

6.9.2.3. Procedure in the case of incidents or potentially hazardous situations in rail transport

1. In the case of occurrence of an event (serious accident, accident, incident) or a potentially dangerous situation in rail transport, the participants of the journey process are obliged to proceed in accordance with Regulation of the Minister of Infrastructure and Construction of 16 March 2016 on serious accidents, accidents and incidents in rail transport (Journal of Laws of 2016, item 369) and internal regulations listed in **Attachment no. 4**.
2. Any Employee of the Undertaking who observes that a railway event may occur or has occurred, in particular an event or a potentially hazardous situation as referred to in Section 1, on the railway area, should:
 - 1) use all possible and available means to eliminate such danger and prevent its development and limit its consequences;
 - 2) inform an employee of the nearest operating control point of PKM or PLK about it.

3. If, as a result of an event or a potentially dangerous situation referred to in Section 1, a direct threat of environmental damage or environmental damage, contamination of infrastructure elements or risk of explosion, fire or other danger to railway operations has occurred or may occur, an Employee of the Undertaking is obliged to immediately inform the traffic controller of PKM, through whom notifications are made in accordance with the regulation referred to in Section 1 and all possible measures should be implemented to eliminate and prevent such threats.
4. PKM and the Undertaking are obliged to:
 - 1) provide assistance to the victims;
 - 2) cooperate in order to minimise the negative effects of the events or potentially dangerous situations referred to in Section 1;
 - 3) cooperate in removing damage and restoring railway traffic as soon as possible;
 - 4) cooperate in determining the causes of the event or potentially dangerous situation referred to in Section 1;
 - 5) cooperate in removing sources of environmental pollution and its consequences.
5. After completing the investigation of an Event or a potentially dangerous situation, causing loss to one of the parties to the Contract for Use, PKM appoints a team to determine incurred losses and liability for them. Such team may also be appointed by the undertaking if such team has not been appointed by PKM within 7 days from the date of completion of the railway commission's works or in case of potentially hazardous situation - from the preparation of a final report.

The team shall be composed of representatives of PKM and of the Undertaking with appropriate authorisations. The Management Board is authorised to issue authorisations on behalf of PKM and a person indicated in the Contract for Use on behalf of the Undertaking.

Each meeting of the team shall be recorded in minutes by the party appointing the team and signed by all team members and the minutes of the last meeting, apart from determining the amount of losses and liability for them, shall determine the manner and time of financial settlements.

The basis for the team's works shall be: in the case of events - the final report of the railway commission or the report of the National Commission for the Investigation of Railway Accidents, and in case of potentially dangerous situation - the final report of the conducted investigation.
6. Findings of the team, referred to in Section 5, are binding for all parties of the proceedings.

In the event of inability to agree upon the amount of losses and scope of liability of the parties, the arrangements are made by way of legal proceedings.
7. Claims arising from events or potentially dangerous situations, referred to in Section 1, not caused by PKM, are pursued by the interested parties on their own.
8. If, as a result of an Event or a potentially dangerous situation, mentioned in Section 1, for which the Railway Undertaking is liable, the PKM's railway infrastructure is damaged, the damaged elements are repaired by PKM or by a third party engaged by PKM, at PKM's choice and the total costs of such repair are charged to the Undertaking.
9. For journeys carried out by PKM or the Railway Undertaking, in order to remove the effects of events or potentially dangerous situations, referred to in Section 1, occurring on lines managed by PKM, on the section covered by the event, no timetable is prepared and the journey is carried out according to internal regulations set forth in **Attachment no. 4**.

6.10. Allocation of capacity for service facilities

The access to service facilities is granted according to the rules set forth in the regulations for service facilities available at www.pkm-sa.pl.

7. SERVICES

7.1. Introduction

PKM provides the following services:

- 1) minimum access to railway infrastructure, including services listed in Clause 7.2;
- 2) access to service facilities and services provided therein.

7.2. Minimum access package

The minimum access to railway infrastructure consists of:

- 1) handling of application for capacity allocation;
- 2) enabling the use of railway infrastructure, including turnouts within allocated capacity;
- 3) railway traffic control including the provision of information on train movement;
- 4) provision of information required to implement or operate the service for which capacity has been allocated;
- 5) Access to electrical supply equipment for traction current, where available.

7.3. Access to service facilities and provision of services

Detailed conditions for access are contained in the Regulations for granting access to service facilities managed by PKM and available at www.pkm-sa.pl.

7.3.1. Provision of services in service facilities

The list of services provided at passenger stations is contained in the Regulations for granting access to service facilities managed by PKM and available at www.pkm-sa.pl.

8. CHARGES

8.1. Charging rules

1. Charges are determined on the basis of the Price List constituting **Attachment no. 6**.
2. PKM uses the same charging rules for all Applicants/Undertakings for the entire railway network under its management.
3. Charging rules were developed based on the provisions of Article 33 of the Act and chapters 10 and 13 of the Regulation.
4. PKM may require the Applicant/Undertaking to provide a financial guarantee as referred to in Commission Implementing Regulation (EU) 2015/10 of 6 January 2015 on criteria for applicants for rail infrastructure capacity and repealing Commission Implementing Regulation (EU) No. 870/2014.

8.2. Charging system

1. The basic charge referred to in Clause 8.3.1 is determined according to the allocated train path.
2. In the case of necessity to provide special transport services resulting in traffic suspension on neighbouring track, the Undertaking shall pay the basic charge referred to in Clause 8.3.1. for the use of both tracks.

8.3. Tariffs

8.3.1. Minimum access to railway infrastructure

1. The charge for minimum access to railway infrastructure covers the services referred to in Clause 7.2.
2. The charge referred to in Section 1 covers the basic charge for the services provided within the minimum access to railway infrastructure, connected with completed train journey according to **Attachment no. 6**.
3. The basic charge is calculated as a product of a train journey and a unit rate specified for a train journey on the distance of one kilometre.
4. The unit rate of the basic charge is determined as the sum of a part of the rate depending on train weight and railway line category and a part of the rate depending on train traction.
5. The part of the rate depending on train weight and railway line category is a product of average rate depending on train weight and railway line category and coefficients differentiating the average rate depending on train weight and the average category of line sections.
6. PKM shall not charge the Railway Undertakings for services provided within the minimum access to railway infrastructure and connected with performed shunting.
7. PKM does not charge for allocated capacity for the purposes of stabling of railway vehicles within minimum access to railway infrastructure.
8. The charges for minimum access to railway infrastructure and reservation charges referred to in Clause 8.4.1. shall be paid by the Applicant/Undertaking according to detailed rules contained in the Contract for Allocation or in the Contract for Use.

8.3.2. Charges for provided services referred to in Clause 7.3

The charges for provided services are collected in accordance with the provisions contained in the Regulations for Service Facilities and available at www.pkm-sa.pl.

8.4. Financial penalties and incentives

8.4.1. Charges for non-usage/cancellation of capacity

1. The reservation charge collected from the Applicants for non-usage of allocated capacity, if the Applicant does not appoint any Railway Undertaking that is to use the allocated capacity or the Railway Undertaking appointed by the Applicant does not conclude the Contract for Use with PKM, amounts to 100% of the basic charge for planned train journey, however not less than PLN 1,000.
2. In the case of non-usage by the Railway Undertaking, for reasons attributable to the Railway Undertaking, of the entire or part of train path allocated within the annual timetable, the reservation charge for the unused part of allocated train path amounts to:
 - 1) 25% of the basic charge for the planned train journey:
 - a) in the case when allocated path cancellation was not submitted,
 - b) for the period from the date of submission of cancellation to the day preceding the introduction of timetable update, for which the deadline for submitting applications has not yet expired,
 - 2) 5% of the basic charge for the planned train journey, in the case when allocated path cancellation was submitted, for the period from the date of introduction of timetable update, for which the deadline for submitting applications has not yet expired, to the end of the annual timetable period.
3. In the case of non-usage by the Railway Undertaking, for reasons attributable to the Railway Undertaking, of the entire or part of train path allocated in other manner than within the annual timetable, the reservation charge for the unused part of allocated train path amounts to:
 - 1) 25% of the basic charge for the planned train journey when the allocated path cancellation is not submitted or it was submitted within less than 12 hours prior to scheduled train departure;
 - 2) 20% of the basic charge for the planned train journey when the allocated path cancellation was submitted within not less than 12 hours and less than 36 hours prior to scheduled train departure;
 - 3) 15% of the basic charge for the planned train journey when the allocated path cancellation was submitted within not less than 36 hours and less than 72 hours prior to scheduled train departure;
 - 4) 10% of the basic charge for the planned train journey when the allocated path cancellation was submitted within not less than 72 hours and not more than 30 days prior to scheduled train departure;
 - 5) 0% of the basic charge for the planned train journey when the allocated path cancellation was submitted within more than 30 days prior to scheduled train departure.
4. Reservation charges, referred to in Sections 2 and 3, amount to 0% of the basic charge for the planned train journey when non-usage of allocated train path results from application for train path allocation concerning modification of allocated train path, submitted within timetable update.

5. In the case of non-usage of a part of allocated capacity as a result of reduction in planned train weight by the railway undertaking, the reservation charge shall amount to 50% of the basic charge reduction resulting from train weight reduction for which no change of allocated train path is required.
6. The charge for handling an application for capacity allocation collected from the Applicants amounts to PLN 100 if the requested capacity was not allocated, except in situations when capacity was not allocated for reasons attributable to PKM.

8.4.2. Discounts for equipping rolling stock with ERTMS

PKM does not grant any discounts for equipping rolling stock with ERTMS.

8.5. Plan of performance

1. The Undertaking's passenger and freight trains intended for the carriage of passengers and goods, the maximum delay of which on the train path at arrival at stopping points ordered by the Applicant and located on the network managed by PKM was not longer than 5 minutes for passenger trains and 15 minutes for other trains, are considered as running on time.
2. The percentage share of the Undertaking's trains that shall not be delayed, for reasons attributable to the Undertaking, in the total number of trains operated by the Undertaking, the so called qualified punctuality of the Undertaking, is defined by the Contract for Capacity Use. The qualified punctuality during the annual timetable period shall not be lower than 90% for passenger trains and 70% for other trains.
3. The amount of compensation for one minute of train delay is calculated as 10% of the average rate depending on train weight and railway lines category for passenger trains and other trains, for timetable 2023/2024 price list, multiplied by operational work expressed in train kilometres for 1 minute calculated on the basis of timetable 2021/2022. The amount of compensation for one minute of train delay will be announced later.
4. All passenger and freight trains of the Undertaking intended for the carriage of passengers and goods, the biggest delay of which that occurred on the route of the train on arrival at stopping points ordered by the Applicant exceeded 5 minutes in case of passenger trains and 15 minutes in case of other trains, excluding trains which were started on the basis of applications for allocation of train paths submitted later than 5 days before the planned start of the train, are qualified for the payment of compensation to the Undertaking for train delay.
5. In order to determine the number of minutes of delay subject to compensation payment, the biggest difference between the time of actual arrival at the stopping point ordered by the Applicant and the one located on the network managed by PKM and the scheduled arrival time is taken into account.
6. Secondary delays are classified according to the primary cause up to 60 minutes after the occurrence of such cause. For train delays above this amount, the delay codes from group 9 (secondary causes) - for which neither PKM nor the Undertaking is responsible - shall be used.
7. PKM coordinates the payment of compensation as follows:
 1. PKM pays compensation to the Undertaking if the Undertaking's trains listed in Section 4 are delayed on their route by PKM (including its subcontractors) and/or other Undertakings operating on PKM line.
 2. The Railway Undertaking shall pay compensation to PKM for delays of other Railway Undertakings' trains mentioned in Section 4 if the Railway Undertaking caused their delay.

3. The basis for compensation billing for each billing period in the scope of train delays is the authorised documentation agreed upon with the Undertaking and kept by PKM - with the use of "SEOP" application.
4. Compensation billing is made on a monthly basis, each billing period should be completed by the 20th day of the next month after each billing period. Billing should include also delays of trains included in "SEOP" for which the Undertaking submitted a complaint.
5. In situations when determining the reasons for train delay requires further investigation of the reason for delay and it is not possible to bill for the delay within the time period referred to in Section 4) as well as for the items for which the Undertaking's complaints were taken into account in the previous billing period, corrections of billing resulting from reclassification of reasons for delay shall be taken into account in the next billing period.
6. On the basis of documentation kept by PKM, referred to in Section 3), PKM determines for all participants of the transport process, that took part in the train delay, their percentage share in the number of minutes of train delay specified in accordance with Section 5).
7. According to the percentage share in train delay determined in accordance with Section 6, PKM shall determine the number of minutes of delay attributable to each person responsible for train delay in relation to the number of minutes of train delay determined in accordance with Section 5. The number of minutes of delay (chargeable minutes) shall be calculated automatically in SEOP.

8.6. Changes of charges

The method used for the calculation of charges referred to in Clauses 8.2. and 8.3. shall not change during the validity period of timetable 2023/2024.

8.7. Billing rules

1. Billing of the Applicants and the Undertakings for provided services shall be made in accordance with the rules contained in the Contracts for Allocation or in the Contracts for Use.
2. Amounts due shall be paid within 14 days of invoice receipt.
3. Interest shall be charged for late payment as specified in the Contracts for Allocation or in the Contracts for Use.
4. The charges referred to in this chapter shall be increased by the applicable tax on goods and services pursuant to separate provisions of law.

8.8. Financial guarantees

1. PKM may require the Applicant or the Undertaking to provide a financial guarantee as referred to in Commission Implementing Regulation (EU) 2015/10 of 6 January 2015 on criteria for applicants for rail infrastructure capacity and repealing Commission Implementing Regulation (EU) No. 870/2014.
2. Such financial guarantee may only be submitted in the form of:
 - 1) advance payments aimed at reducing and settling in advance future payment obligations in respect of charges for services provided within minimum access to railway infrastructure;
 - 2) guarantees from financial and insurance institutions undertaking to honour obligations in respect of charges for services provided within minimum access to railway infrastructure when they become due. Such guarantee shall be issued by a bank or an insurance company supervised by KNF (Polish Financial Supervision Authority) or by a branch of foreign credit or insurance

- institution from the list of KNF. Such guarantee may not be issued by banks or insurance companies under recovery proceedings.
3. The amount of financial guarantee required by PKM from the Applicant or the Undertaking corresponds to the gross amount of planned charges for services provided within minimum access to railway infrastructure connected with train journeys, calculated for maximum two consecutive billing periods. The validity period of the financial guarantee issued by a financial institution must cover the entire timetable and 2 months after its termination.
 4. PKM applies the following requirements for financial guarantees:
 - 1) for the Applicant that is not a Railway Undertaking - PKM shall not require the presentation of a guarantee from a financial institution as long as current receivables are paid by the Applicant and the Undertaking indicated for capacity use, within 14 days of their due date;
 - 2) for the Applicant that is a Railway Undertaking - PKM shall not require the presentation of a financial guarantee as long as current receivables are paid within 14 days of their due date;
 - 3) for the Railway Undertaking - PKM shall not require the presentation of a financial guarantee as long as current receivables for provided services are paid within 14 days of their due date.
 5. PKM has the right to request supplementing/issuing an additional financial guarantee in the following cases:
 - 1) when, in a period of 2 months, the value of charges for ordered services within minimum access to railway infrastructure related to train journeys exceeds planned values referred to in Section 3;
 - 2) when PKM uses part or all of the financial guarantee to secure its receivables.
 6. If current receivables are not paid within 14 days from their due date, the Applicant shall be requested to provide a guarantee of a financial institution within 7 days or to make an advance payment within 7 days from the date of receiving such request. Failure to submit or supplement the requested financial guarantee (understood as an advance payment or guarantee of a financial institution) by the Applicant may result in limitation by PKM of the possibility to submit applications for railway infrastructure capacity allocation or other sanction specified in a separate contract.
 7. If current receivables are not paid within 14 days from their due date, the Undertaking shall be requested to provide a guarantee of a financial institution within 7 days or to make an advance payment within 7 days from the date of receiving such request. Failure to submit or supplement the requested financial guarantee (understood as an advance payment or guarantee of a financial institution) by the Undertaking may result in PKM's application to the President of UTK for permission to terminate the Contract for Use.
 8. The guarantee of a financial institution should be presented in accordance with the form constituting an attachment to the Contract for Allocation or the Contract for Use. PKM shall allow guarantees, the provisions of which differ from the presented form, after prior approval of their content.
 9. Details of presentation, supplementing and activation of payment under guarantees from financial institutions are specified in the Contract for Allocation or in the Contract for Use.
 10. PKM does not require the provision of a guarantee of a financial institution in case of payment of charges for services provided within minimum access to railway infrastructure directly to PKM by a competent authority in accordance with 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 CONTRACT PERFORMANCE

9.1. Organisation and completion of train journeys

1. The composition of wagons or other railway vehicles coupled with operating powered railway vehicle or powered railway vehicle signalled and prepared for movement acquires the status of a train when it is ready for departure at the origin station. The status of a train is kept by all trains entering from other managers' networks on the basis of timetable.
2. The status of a train expires when:
 - 1) the train arrives at the destination station specified in the timetable,
 - 2) the train driver informs at an intermediate station about impossibility of further journey for reasons attributable to the undertaking or when the train driver does not inform about readiness for departure within 24 hours from arrival at an intermediate station.If the status of a train expires, the train is restarted after allocation of new train path.
Train movement on PKM lines takes place according to prepared timetable.
3. Each train run is preceded by dispatching centre's planning of train start.
4. In accordance with the contract on cooperation of managers in terms of railway paths connection, concluded between PLK and PKM, dispatching centre's planning on railway lines managed by PKM takes place according to the rules set forth in PLK Network Statement.
5. If, due to technical and operational reasons or need for effective use of railway lines, it is necessary to adjust the organisation of transport to new conditions revealed during the use of railway lines/sections, PKM notifies Railway Undertakings of changes which may result from these requirements.
6. PKM sets the threshold level of use of train paths at 30% and if it is not met, it may result in the loss of right to use the given train path.

9.2. Inspections carried out by authorised personnel of PKM

During the term of the Contract for Capacity Use in valid timetable, PKM is entitled:

- 1) to perform, using PKM's Employees with personal authorisation, inspections concerning railway vehicles and Employees of the Undertaking, in particular in the scope of:
 1. providing Employees and railway vehicle of railway undertaking with:
 - a) train driver's licence and certificate,
 - b) current WRJ and Annex no. 2 to WRJ,
 - c) test sheet for the brake and pneumatic devices of the train,
 - d) written order forms,
 - e) list of railway vehicles on the train,
 - f) working GSM-R radiotelephone,
 - g) signalling equipment,
 - h) technical inspection certificate,
 - i) written instructions for the driver in accordance with chapter 5.4.3.1 RID,
 2. checking the train composition in accordance with the parameters of the allocated train path,
 3. checking the driver's knowledge of line sections.
 4. visual check of passenger information system operation.

Such actions shall not violate any safety rules.

In case of finding any irregularities in the aforementioned respect, PKM notifies the Undertaking of inspection results within 14 calendar days from their completion.

- 2) not to allow the Undertaking's railway vehicle to pass or to stop if it is determined that such vehicle or its driver does not meet requirements specified in the provisions of law;
- 3) to stop or limit railway traffic and decide on the scope of modifications of transport process in emergency or crisis situation, including in particular those resulting from the needs of state defence and security;
- 4) to request the Railway Undertaking to appoint representatives to the crisis management teams appointed and created in PKM structures in emergency or crisis situations;
- 5) to stop the given journey scheduled in the timetable if there is no possibility of using other route by the Undertaking's train or in the event of Emergency or Crisis Situation. PKM is obliged to inform immediately the Undertaking about stopping the train journey and its reason. In such cases and when alternative transport services have been introduced due to reasons attributable to PKM, no reservation charge is collected;
- 6) to give binding orders to the drivers of Undertaking's railway vehicles regarding safety and traffic management on PKM lines. PKM employees conducting train traffic are entitled to give such orders;
- 7) to remove, at the cost and risk of the undertaking, railway vehicles, devices and equipment of the Undertaking from PKM line - if the Contract is terminated and the Undertaking does not remove them within 1 day from the date of termination of such Contract;
- 8) to monitor compliance with local regulations on PKM railway area, on Undertaking's trains and vehicles;
- 9) to request explanations from the undertaking of the manner of Contract performance in cases when there is a fear of breach thereof or a threat to the safety of persons and property;
- 10) To be made by PKM employees with a personal permit to travel in active train driver's cab for the purpose of controlling the condition of the railway infrastructure on lines no. 248 and no. 253.

9.3. Compensation, billing for failure to comply with obligations

1. Failure to comply with the obligations arising from the Contract for Use shall result in liability for damage caused to the other party.
2. Liability for damage, referred to in Section 1, shall not apply to:
 - 1) costs incurred as a result of billing of other contracts concluded by the party, if these contracts were concluded without prior agreement with the other party to the Contract for Use to the extent of possible claims (including in particular for contractual penalties and damages incurred by the party);
 - 2) lost profits, except for claims under the Contracts for Use with other undertakings, if this condition was introduced in the Contract for Use with the given undertaking.
3. Liability for damage, referred to in Section 1, concerns in particular the compensation paid by the undertaking on the basis of transport laws, applicable European Union 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 and contracts, compensation for damage in consignments or damage and delays in transport caused by reasons attributable to PKM.

4. PKM's liability for non-performance or improper performance of obligations resulting from the Contract for Use is excluded if the Undertaking fails to comply with journey parameters which are elements of the timetable.
5. Liability of parties for non-performance or improper performance of obligations resulting from the Contract for Use is excluded in case of emergency situations.
6. If a third party suffers damage as a result of non-performance or improper performance of the Contract for Use, the party that compensated the third party for the damage suffered may pursue a recourse claim for repayment in whole or in appropriate part from the other party.
- 7. In case the carrier causes environmental pollution, he is obliged to cover the costs related to bringing the condition of individual elements of the environment to the required permissible values, specified in separate regulations.**
8. PKM is not liable for damage incurred by the Undertaking caused by:
 - 1) third parties for whose actions PKM is not responsible;
 - 2) extraordinary event.

9.4. Permits for railway undertaking's employees

1. Each of the Undertaking's employees and persons acting on behalf of the Undertaking who enter or may enter the PKM railway area must have a valid permit issued by PKM to be on the PKM railway area, issued in accordance with PKM internal regulations, subject to the section below. Detailed rules for issuing permits and payments connected with them are regulated in internal regulations of PKM set forth in Attachment no. 4.
2. The employees of Undertaking's train crews are exempted from the obligation to have a separately issued permit to stay in the PKM railway area if staying in this area is justified by important interest of the Undertaking, does not pose any threat to railway traffic safety and does not infringe any of PKM's interests and is related to the transport activity carried out by the Undertaking - in such case it is deemed that a concluded, valid and binding contract for capacity use concluded with the Undertaking is the substitute of a separate permit. The important interest of the Undertaking as referred to in the previous sentence shall be understood primarily as activities performed by train crew that require leaving the train.
3. Irrespective of the lack of necessity to obtain a separate permit to enter the PKM railway area, referred to in the section above, the Undertaking is obliged to properly train every person to whom the Undertaking entrusts the performance of activities connected with the necessity to enter the PKM railway area, in the scope of safety of movement on the PKM railway area and bears full responsibility for allowing such an employee to perform any activities on the PKM railway area.

9.5. Notification of readiness for departure by railway undertaking

1. Before departure, train must be prepared for journey. Train preparation must be done at the origin station and at intermediate stations where its composition changes.
2. Train preparation for journey is the Railway Undertaking's responsibility.
3. The scope of train preparation for journey covers:
 - 1) putting together the composition according to the timetable,
 - 2) technical inspection,
 - 3) performance of required brake test,
 - 4) making proper signalling of the train,

- 5) checking if there are no obstacles under train wheels and if hand and parking brakes are released,
 - 6) other activities necessary to maintain safety and efficiency of railway traffic.
4. Train readiness for departure is reported by a driver or other authorised Employee of the undertaking to the traffic controller dispatching this train, according to the rules specified in technical regulations, giving:
- 1) train number,
 - 2) series and individual number of reported powered railway vehicle, where individual number of powered railway vehicle should be understood as a stock number placed on the vehicle after the series of the given vehicle, different for each reported vehicle,
 - 3) train length in meters,
 - 4) total weight of the train,
 - 5) information about the presence of wagons with dangerous goods or high-risk goods (TNWR) in the train composition, indicating their number and identification numbers of the transported material or item or special transport services accepted for performance,
 - 6) the time of notification,
 - 7) his/her last name.
5. The traffic controller records the content of notification in the telephone log and confirms to the driver that the train is ready for departure by giving:
- 1) his/her last name and first name,
 - 2) the time of receipt of the notification,
 - 3) the number under which the notification was registered in the telephone log.
6. In case of any deviations from parameters specified in the timetable, an authorised Employee of the railway undertaking (driver or other Employee appointed in accordance with technical regulations) should inform the traffic controller about the type of and reasons for any existing obstacles to the train journey and specify expected train delay because of them. Before the departure of train, the traffic controller should provide the train driver with necessary information, instructions and permits.
7. In case of not keeping the date of notification about readiness for train departure, according to the rules described above, the Undertaking is not entitled to pursue claims for punctuality of journey against PKM.

Attachment no. 1. Address details

1. Address:
 - 1) Pomorska Kolej Metropolitalna S.A., ul. Budowlanych 77, 80-298 Gdańsk;
 - 2) Telephone: +48 58 3501100;
 - 3) Fax: +48 58 3501101;
 - 4) Email: sekretariat@pkm-sa.pl
2. Development of timetables:
 - 1) Telephone: +48 58 3501 172 or +48 58 35 01 171
 - 2) Email: rj@pkm-sa.pl
3. Billing for allocated paths:
 - 1) Telephone: +48 58 3501132
 - 2) Email: rozliczenia@pkm-sa.pl
4. Dispatching Centre:
 - 1) Telephone: +48 58 35 01 176
 - 2) Email: dyspozytor@pkm-sa.pl
5. Establishment of conditions for special transport services Chief Railway Traffic Expert
 - 1) Telephone: +48 58 35 01 153
 - 2) Email: przesyłka@pkm-sa.pl
6. Network Statement related issues:
 - 1) Email: regulamin@pkm-sa.pl
7. Environmental issues:
 - 1) email: srodowisko@pkm-sa.pl

Attachment no. 2. Extent of network

1. The beginning of the line is located at Gdańsk Wrzeszcz station (PLK) at km 0.000 and connects with line 202 at km 4.180; PKM route track no. 1 is an extension of station track no. 15 (border of management areas at km 1.204) and PKM route track no. 2 starts from the beginning of turnout no. 33 (border of management areas at km 1.429) and station track no. 16 is its extension; The end is at Gdańsk Osowa station (PLK) at:
 - km 18.182 of track no. 1, joins line no. 201 (station track no. 1) at km 186.529,
 - km 17.985 of track no. 2, joins line no. 201 (station track no. 2) at km 186.333,
 - km 1.356 (of line 253), joins line no. 201 at km 184.519.

2. Boundaries - list of points of contact with infrastructure of other managers
 - from LCS Gdańsk - entry railway signals at Gdańsk Wrzeszcz station - O and P (km 2.514 of line no. 248); in the opposite direction traffic is controlled by LCS PKM from railway signals A and B (km 5.394) of Brętowo junction signal box;
 - from LCS Gdańsk Osowa - entry railway signals at Gdańsk Osowa station - B (km 1.209 of line no. 253), E and F (km 17.834 of line no. 248) and entry railway signals U, W (km 16.533 of line no. 248) and Z (km 0.200 of line no. 253) at Gdańsk Rębiechowo station.

3. Traffic operation

Railway traffic on PKM line between LCS Gdańsk Osowa (PLK) and Gdańsk Wrzeszcz "Wr" station (PLK) is operated from LCS PKM, located at km 11.885 of line no. 248, according to the rules for remote operation of railway traffic, in accordance with Instructions and technical regulations of LCS PKM.

Attachment no. 3. Technical and operational parameters

1. Parameters of infrastructure subsystem

Parameters of the infrastructure subsystem in accordance with Chapter 4.2.1 'TSI categories of lines' of the 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, 12 December 2014):

- a) Track gauge 1435mm
- b) TSI category of line P5/F3
- c) Gauge GA
- d) Axle load 22.5t
- e) Maximum speed for passenger trains 120km/h
- f) Maximum speed for freight trains 80km/h
- g) Usable length of platform 150m
- h) Maximum length of freight train 250m
- i) Classification of railway line sections D2

On PKM line, there are the following road speeds and restrictions:

For track no. 1	For track no. 2	Speed restriction
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+026 and km 14+499 – 18+182	km 2+713 – km 13+026 and km 14+494 – km 17+985	V=120 km/h (for freight trains 80 km/h)
km 13+026 – km 14+242	km 13+026 – 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+493	V=90 km/h (for freight trains V=80 km/h)
Line 253 in the direction of Żukowo Wschodnie station		V=100 km/h on the entire length, (for freight trains V=80 km/h)

In addition, speed restrictions included in Annex no. 2 to the internal timetable containing the List of Permanent Warnings are in force

2. Track surface

track - type 49E1 rails on type PS-93 pre-stressed concrete sleepers with W14 (or later) resilient fastening with 0.60 m spacing (in places compacted to 0.55 m) on a layer of Class 1, Grade I ballast with a thickness of not less than 0.30 m and a two-layer protective layer: sand stabilised by cement of a minimum thickness of 20 cm and unsorted stone of a thickness of 15 cm	km	32.598
- track on wooden sleepers with SKL-12 resilient fastening spaced at 0.60 m on a layer of Class II, Grade 2 ballast with a thickness of not less than 0.20 m	km	0.268
- track on ballast-free surface, 49E1 point-supported rail with a gradient of 1:40	km	2.402
- check rails in the track on ballast-free structures, steel angle 150x100x12mm, fixed with anchor bolts and ribbed washers	kmt	2.56
- check rails in the track on structures on the ballast of a min. thickness of 0.35 m, made of old usable rails or new 49E1 or 60E1 rails, fixed to PS-94M sleepers using P49A railway screws	kmt	1.91

List and location of turnouts:

No. PR	Location PR [km]	Turnout characteristics	basic / curved	Radii for curved turnouts R/R[m]
GDAŃSK STRZYŻA				
33	1.429	Rz 60E1 500 1:12 Psb	curved 2-sided	1410/775.2
34	1.821	Rz 60E1 760 1:14 Psb	curved 1-sided	600/334.75
35	1.979	Rz 60E1 500 1:12 Lsb	curved 1-sided	234.768/444.20
36	2.071	Rz 60E1 500 1:12 Psb	curved 1-sided	3673.87/440.0
BRĘTOWO				
1	5.547	Rz 60E1 500 1:12 Lsb	basic	n/a
2	5.637	Rz 60E1 500 1:12 Lsb	basic	n/a
3	5.801	Rz 60E1 1200 1:18.5 Psb (movable frog)	curved 1-sided	780.3/472.31
4	5.947	Rz 60E1 1200 1:18.5 Lsb (movable frog)	curved 1-sided	2197.90/775.9
KIEŁPINEK				
5	9.212	Rz 60E1 1200 1:18.5 Lsb	basic	n/a
6	9.357	Rz 60E1 1200 1:18.5 Lsb	basic	n/a
7	9.372	Rz 60E1 500 1:12 Psb	basic	n/a
8	9.466	Rz 60E1 500 1:12 Psb	basic	n/a
9	9.503	Rz 60E1 1200 1:18.5 Lsb	basic	n/a

GDAŃSK FIROGA				
10	12.801	Rz 60E1 500 1:12 Lsb	basic	n/a
11	12.890	Rz 60E1 500 1:12 Lsb	basic	n/a
12	12.905	Rz 60E1 300 1:9 Lsb	basic	n/a
13	0+066 (access track to siding)	Rz 60E1 190 1:9 Psd	basic	n/a
101	12.957	Rz 60E1 300 1:9,403 Psb	basic	n/a
102	13.026	Rz 60E1 300 1:9,403 Psb	basic	n/a
GDAŃSK RĘBIECHOWO				
14	15.144	Rz 60E1 500 1:12 Lsb	basic	n/a
15	15.240	Rz 60 E1 500 1:12 Lsb	basic	n/a
16	15.255	Rz 60E1 500 1:12 Psb	basic	n/a
17	15.350	Rz 60E1 500 1:12 Psb	basic	n/a
19	15.365	Rz 60E1 500 1:12 Psb	basic	n/a
21	15.902	Rz 60E1 500 1:12 Lsb	curved 1-sided	1000/333.3
22	16.116	Rz 60E1 1200 1:18,5 Lsb	basic	n/a
23	16.264	Rz 60E1 1200 1:18,5 Lsb	basic	n/a
24	16.284	Rz 60E1 1200 1:18,5 Lsb	basic	n/a

all turnouts (except for turnout no. 13) are equipped with blade rollers

Type	amount
Turnout 60E1-190-1:9	1
Turnout 60E1-300-1:9	1
Turnout 60E1-300-1,9,403	2
Turnout 60E1-500-1:12	15
Turnout 60E1-760-1:14	1
Turnout 60E1-1200-1:18.5	6
Turnout 60E1-1200-1:18.5 with movable frog	2

List and location of lubricators:

track	km	Type
1	1,550	Track-side lubricator QHi Rail Luricurve PD50
2	2,800	Track-side lubricator QHi Rail Luricurve PD50

On viaducts with sleeperless railway surface, i.e. WK-4, WK-5, WK-6 and WK-36, alignment devices are installed.

3. Track vertical alignment

Line no. 248

Track 1 and track 2 of the PKM railway line are designed on a common vertical alignment. Longitudinal gradients are from 0‰ to 31.505‰.

The exception is the connection to Gdańsk Wrzeszcz station, where the altitude system of PLK long-distance tracks forced the design of tracks 1 and 2 on separate vertical alignments (PKM track 1 on the viaduct over tracks of line no. 202, track 2 in retaining walls). The gradients are 23.771‰ in track 1 (uphill) and 31.50‰ in track 2 (downhill) and 33.11‰ at turnout junction 33-34.

Line no. 253

Maximum gradient is 15.01‰.

Effective gradients:

Line no. 248

Section Gdańsk Wrzeszcz – Firoga

- Effective gradient of track no. 1 is 20.36‰, of track no. 2 is 20.46‰ calculated for the length of 1000 m taking into account resistance in the curve.
- Maximum gradient of track no. 1 is 24.07‰ and of track no. 2 is 24.04‰ taking into account resistance in the curve.

Section Firoga -LK201

- Effective gradient of track no. 1 is 9.16‰, of track no. 2 is 9.15‰ calculated for the length of 1000 m taking into account resistance in the curve.
- Maximum gradient of track no. 1 is 18.374‰ and of track no. 2 is 18.416‰ taking into account resistance in the curve.

Line no. 253

- Effective gradient of track no. 3 is 13.16‰ calculated taking into account resistance in the curve.
- Maximum gradient of track no. 3 is 16.11‰ taking into account resistance in the curve.

The changes in vertical alignment are rounded with radii from R=4 500m to R=40 000m. The exception is the turnout junction 33-34, where, in order to minimise the longitudinal gradient, the curves are with radii of 2600-3700m.

4. Track geometry

PKM line no. 248 is a double-track line (ultimately electrified). TSI line category: P5/F3 (parameters corresponding to a first-class line).

PKM line 253 is a single-track line (ultimately electrified). TSI line category: P5/F3 (parameters corresponding to a first-class line).

The designed track geometry allows the movement of passenger trains with a speed of **V_p=120km/h**, and freight trains **V_t=80km/h**, for the following assumed traffic parameters:

- speed of passenger trains: 120 km/h
- speed of freight trains: 80 km/h
- unbalanced acceleration a_{dop} : 0.8 m/s²
- unbalanced acceleration a_t : 0.6 m/s²
- cant deficiency on the track in a curve: 122 mm
- cant deficiency on single frogs: 122 mm
- cant deficiency on alignment devices: 100 mm
- cant excess on single frogs: 110 mm
- rate of unbalanced acceleration increase: 0.5 m/s³
- rate of unbalanced acceleration increase at track connections: 1.0 m/s³

Detailed geometrical and kinematic parameters of PKM tracks are available from the line Manager.

5. Gauge

TSI track gauge: GA

The gauge on PKM line corresponds to the gauge used on tracks managed by PKP PLK, expressed in Technical Standards - detailed technical conditions for modernisation or construction of railway lines for speeds $V_{max} \leq 200$ km/h (for conventional rolling stock) and 250 km/h (for tilting rolling stock) 2010. In relation to the European regulations PN-EN 15273-3, this gauge is larger than the unified GU1 and GU2 gauge and assumes additional widening due to the curve radius (the adopted gauge covers the GU1 and GU2 gauges in their entirety).

For platforms, calculations are based on the kinematic gauge G1.

The distance from platform edge to axis on ballasted track is 1.670m for straight sections and varies according to curve radius and cant. On unballasted track, the distance is 1.650m.

The nominal platform height is designed at 0.76m. The height from the running surface of the rail closer to the platform is 0.76m for straight sections and varies according to the cant in the curve and rotation of the gauge.

6. Summary of platform parameters

Passenger station	Platform No.	Distance of platform edge from track axis [m]	Platform height [m]
Gdańsk Strzyża	platform 1	1.628	0.86
	platform 2	1.691	0.71
Gdańsk Niedźwiednik	platform 1	1.638	0.89
	platform 2	1.722	0.69
Gdańsk Brętowo	platform 1	1.700	0.71
	platform 2	1.652	0.83
Gdańsk Jasień	platform 1	1.701	0.71
	platform 2	1.653	0.83
Gdańsk Kiełpinek	platform 1	1.663	0.78
	platform 2	1.683	0.74
Gdańsk Matarnia	platform 1	1.670	0.76
	platform 2	1.670	0.76
Gdańsk Firoga	platform 1	1.675	0.76
	platform 2	1.675	0.76
Gdańsk Port Lotniczy	platform 1	1.650	0.76
	platform 2	1.650	0.76
Gdańsk Rębiechowo	platform 1	1.670/1.715	0.76/0.72
	platform 2	1.670/1.660	0.76/0.82

7. List of civil 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+7002.5731
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+897.96	
27	WD28		9+195.46	
28	PZ29		9+870.40	
29	PZ30		10+127.73	
30	P31		10+176.05	
31	WK32	11+334.58	11+339.29	11+343.98
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	WK36	13+970.03	14+444.27	14+918.5
38	PZ36A		15+423.40	
39	K		15+988.34	
40	WK37	16+639.84	16+666.94	16+694.03
41	P2 Culvert		16+907.24	
42	P3 Culvert		17+493.89	
43	WK38	0+383.00	0+410.00	0+437.00
44	P5 Culvert		0+626.81	
45	WD40		1+115.83	

8. List of noise barriers

No.	Number	Structure			Location	
		Name		Side	beginning	end
1	1	E	2	Right	2+321.87	2+2456.24
2	2	E	3	Right	2+496.06	2+520.80
	3				2+568.29	2+568.29
3	4	E	5	Left	2+847.49	2+934.49
4	5	E	11	Right	5+381.09	5+488.84
5	6	E	12	Right	5+676.39	5+786.54
6	7	E	14	Right	5+874.34	5+932.53
7	8	E	15	Left	6+011.68	6+071.03
8	9	E	18	Left	8+690.97	8+756.14
9	10	E	19	Left	11+034.45	11+094.89
10	11	E	21	Left	13+177.55	13+239.53
11	12	E	22	Right	13+183.00	13+256.05
12	13	E	23	Right	13+312.96	13+373.47
13	14	E	24	Right	13+423.70	13+514.47
14	15	E	25	Right	15+781.08	15+831.92
15	-	Anti-glare screen		Right	16+418.45	16+543.70

9. Type of train communication: GSM-R radio communication according to the standard described in TSI.

Trains operating on PKM lines should only use GSM-R.

10. The register of infrastructure referred to in Article 25g (1) of the Act is published at www.utk.gov.pl, where it is possible to access RINF-PL application (national register of railway infrastructure).

Attachment no. 3a. List of operating control points and forwarding points

No.	OPERATING CONTROL POINT	KILOMETRE			ABBREVIATION
		beginning	axis	end	
1.	Brętowo junction signal box	5.394	5.547	6.247	Bt
2.	Kiełpinek junction signal box	9.084	9.212	9.744	Kk
3.	Gdańsk Firoga junction signal box	12.678	12.801	13.424	Fg
4.	Gdańsk Rębiechowo Station	14.966	15.255	16.533	Rb

The following forwarding points are located on PKM line:

No.	LIST	POINT MARKING	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 Firoga	PO	Platform 1	13,026	13,101	13,176
			Platform 2	13,026	13,101	13,176
8.	Gdańsk Port Lotniczy	PO	Platform 1	14.497	14.572	14.647
			Platform 2	14.497	14.572	14.647
9.	Gdańsk Rębiechowo	PO	Platform 1	15.907	15.988	16.058
			Platform 2	15.907	15.988	16.057

Structure name	Km of beginning	Km of end	Type code	Platform usable length		Platform height (m)	Platform no., Track no.				surface	Type of hardening	access	architecture	facilities	information
				On the left side	On the right side		platform	Number of edges	Track on the left side	Track on the right side						
Gdańsk Strzyża	2.113	2.274	p1kw	161	-	0.76	1	1	1	-	U	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 Niedźwiednik	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 Kiełpinek	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 Firoga	13,026	13,176	p1kw	150	-	0,76	1	1	1	-	U	P	X1 T1	W1 ł5	D1 I	M20 E4
	13,026	13,176	p1kw	-	150	0,76	2	1	-	2	U	P	X1 T1	W1 ł5	D1 I	M20 E4
Gdańsk Port Lotniczy	14.497	14.647	p1kw	150	-	0.76	1	1	1	-	U	P	T2 S2 X1	W1 ł6	D2 I P1	M17 E4
	14.497	14.647	p1kw	-	150	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:

Type code - type of platform:

p1kw - single edge high platform.

Surface - type of surface on the platform:

U - hardened.

Type of hardening - type of hardening of the platform surface applied:

P - concrete slab, pavement slab.

Access - type and number of accesses to the platform, digits next to each access indicate the number of accesses of a given type:

K - footbridge over the railway line,

S - stair access,

X - access from the street, other,

T - track crossing (tunnel) under the railway line.

Sectors - separate zones designated and marked on the platform:

- none

Architecture - elements of architecture located on the platform to serve passengers:

W - shelter - roof structure with walls,

Z - roof - roof structure without walls,

ł - bench, seat.

Facilities - facilities for persons with reduced mobility:

D - passenger lift, lift,

P - ramp,

I - tactile and visual signs on the platform surface.

Information - passenger information system installed on the platform:

M - audio equipment,

E - electronic displays.

Attachment no. 3b. List of designed parameters of overhead contact lines

Line No.	Line name	Track	From km	To km	Network type	Maximum speed	Current carrying capacity	Minimum pantograph spacing
248	Gdańsk Wrzeszcz - Gdańsk Osowa	1	1,161	17,612	YC120- 2CS150	200	2500	20
248	Gdańsk Wrzeszcz - Gdańsk Osowa	2	1,214	17,546	YC120- 2CS150	200	2500	20
253	Gdańsk Rębiechowo- Gdańsk Osowa	szl.	0,096	1,092	YC120- 2CS150	200	2500	20

Legend:

Network type - a type of structure intended for managing railway traffic, characterised inter alia by structural height, messenger wire load, contact wire load, type of suspension.

Maximum speed - maximum driving speed with which a traction vehicle may run per one pantograph in service.

Current carrying capacity - maximum current that may be collected during train operation.

Minimum pantograph spacing - a contact line model that takes into account the minimum distance (A or B or C) between pantographs in service, as set out in table 4.2.17 in Commission Decision of 26 April 2011 concerning a technical specification for interoperability relating to the 'energy' subsystem of the trans-European conventional rail system.

NOTE:

1. Maximum speed does not apply in the case of icing of contact wires. When ice on traction network wires causes significant arcing where the pantograph meets the traction network, the traction vehicle must be operated with all pantographs raised. Driving speed should not exceed 90 km/h.
2. Minimum pantograph spacing applies to a train running at maximum or near-maximum speed. Minimum spacing does not apply in special cases, e.g. during train start-up and in winter conditions

Attachment no. 4. Instructions and other documents

No.	Number of document	Name of document
1.	PKM – 01	Instruction on railway traffic
2.	PKM – 02	Instruction on shunting
3.	PKM – 03	Instruction on train signalling
4.	PKM – 04	Instruction on use of radio-communication devices
5.	PKM – 08	Instruction on technical conditions for construction and maintenance of railway surface
6.	PKM – 10	Instruction on organisation and procedures in the transport of dangerous goods
7.	PKM – 11	Instruction on organisation and procedures for special transport services
8.	PKM - 13	Instruction on procedure for railway incidents
9.	PKM – 13a	Instruction on procedure for potentially hazardous situations
10.	PKM – 17	Instruction on ensuring operability of railway infrastructure in winter
11.	PKM – 18	Instruction on train control
12.	-	Regulations on rules of organisation and control of traffic of persons and vehicles on PKM S.A. Railway Area and in PKM S.A. Railway Facilities
13.	-	Statute of access to service infrastructure facilities managed by PKM

Attachment no. 5. Schedule of planned track closures

PKM does not plan any track closures in the timetable 2023/2024.

**Draft price list of charges for the use of railway
infrastructure managed by Pomorska Kolej Metropolitalna
S.A. valid for RRJ 2023/2024**



POMORSKA KOLEJ METROPOLITALNA S.A.

Gdańsk, 2023 r.

1. Unit rates of the basic charge for minimum access to railway infrastructure

PKM determines the part of the rate connected with the type of performed transport in the amount of **PLN 0/trainkm** in relation to all transport services.

PKM determines the part of the rate depending on traction for trains with electric traction in the amount of **PLN 1,11/trainkm**.

The unit rates for charges for trains operated by non-electric traction are determined based on the actual condition, while the rates for charges for trains operated by electric traction are determined based on the planned condition.

1.1. Passenger trains

Category of line	Total gross weight of train [t]	Part of the rate depending on line category and train weight [PLN/trainkm]	Part of the rate depending on train traction [PLN/trainkm]	Part of the rate depending on the type of services [PLN/trainkm]	Unit rate of basic charge [PLN/trainkm] for diesel traction
1	$m \leq 90$	7,62 PLN	1,11 PLN	0 PLN	7,62 PLN
	$90 < m \leq 180$	7,74 PLN			7,74 PLN
	$180 < m \leq 270$	7,89 PLN			7,89 PLN
	$270 < m \leq 360$	7,96 PLN			7,96 PLN
	$m > 360$	8,14 PLN			8,14 PLN

1.2. Freight trains

No freight traffic is expected on PKM infrastructure.

2. Rate factors varying the average rate according to train weight

Equal weight intervals of 90 tonnes were used, for which rate factors varying the average rate according to train weight are calculated.

The rate factors WM varying the average rate according to train weight were determined based on the transport intensity factor ϖ which describes the relationship between degradation of permanent way and the transport intensity:

$$\varpi(q) = 0,38 + 0,08 \cdot q - 0,0009 \cdot q^2$$

where:

ϖ – transport level factor,

q – amount of transport [Tg/year].

For each weight interval, the transport intensity q was calculated as a ratio of the average train weight in a given interval and the average number of trains per 1 kilometre of tracks during the period of existence of the 2021/2022 train timetable.

The procedure to determine rate factors varying the average rate according to train mass is as follows:

- determination of transport intensity q_i for each i-th mass range according to the formula:

$$q_i = M_{avg_i} \cdot N_{train}$$

where:

M_{avg_i} – average train gross weight in the i-th weight range,

N_{train} – average number of trains per 1 km of tracks.

The average train gross weight in the weight interval is determined as an average weighted by the length of sections covered by trains of given weight. In the absence of movements of trains in a given weight range, the average weight is taken as the median of the range.

- determination of transport intensity rates WM_i for each i-th weight range according to the formula:

$$WM_i = 0,38 + 0,08 \cdot q_i - 0,0009 \cdot q_i^2$$

- determination of the average train weight with an accuracy to 1 tonne based on information about trains allocated under the 2021/2022 train timetable as an average weighted by the length of distances travelled by trains of given weight,

$$M_{avg} = 131 \text{ tonnes}$$

- adjustment of rate factors WM_i for individual weight intervals so that the rate factor WM is 1 for the interval $90 < M \leq 180$ tonnes, containing the average weight $M_{avg} = 131$ tonnes.

The rate factors are converted based on the ratio of the rate factor determined for a given weight interval and the rate factor determined for the average train weight.

3. Shunting charge

PKM shall not intend to charge the railway undertakings for services provided within the minimum access to railway infrastructure and connected with performed shunting, hereinafter referred to as the “shunting charge”.

4. Stop train charge

PKM shall not intend to charge the railway undertakings for services provided within the minimum access to railway infrastructure and connected with performed shunting, hereinafter referred to as the “stop train charge”.

5. The application for capacity allocation service charge

The reservation charge collected from the applicants for capacity allocation cost is 100.00PLN.

The application for capacity allocation service charge is collected from applicants if the capacity has not been allocated based of the application. The exception is when the capacity has not been allocated for reasons relating to Pomeranian Metropolitan Railway S.A.

6. Method of calculation of reservation charge

6.1. Reservation charge collected from applicants for non-usage of allocated capacity

The reservation charge collected from the applicants, in accordance with §20 of the Regulation, for non-usage of allocated capacity, if the applicant does not appoint any railway undertaking that is to use the allocated capacity or the railway undertaking appointed by the applicant does not conclude the Contract for Use with PKM S.A., amounts to 100% of the basic charge for planned train journey, however not less than PLN 1,000.

6.2. Reservation charge for unused allocated train path

In accordance with §23 of the Regulation, in the case of non-usage by the railway undertaking, for reasons attributable to the railway undertaking, of the entire or part of train path allocated within the annual timetable, the reservation charge for the unused part of allocated train path amounts to:

- 1) 25% of the basic charge for the planned train journey:
 - a) in the case when allocated path cancellation was not submitted,
 - b) for the period from the date of submission of cancellation to the day preceding the introduction of timetable update, for which the deadline for submitting applications has not yet expired,
- 2) 5% of the basic charge for the planned train journey, in the case when allocated path cancellation was submitted, for the period from the date of introduction of timetable update, for which the deadline for submitting applications has not yet expired, to the end of the annual timetable period;

In the case of non-usage by the railway undertaking, for reasons attributable to the railway undertaking, of the entire or part of train path allocated in other manner than within the annual timetable, the reservation charge for the unused part of allocated train path amounts to:

- 1) 25% of the basic charge for the planned train journey when the allocated path cancellation is not submitted or it was submitted within less than 12 hours prior to scheduled train departure;
- 2) 20% of the basic charge for the planned train journey when the allocated path cancellation was submitted within not less than 12 hours and less than 36 hours prior to scheduled train departure;
- 3) 15% of the basic charge for the planned train journey when the allocated path cancellation was submitted within not less than 36 hours and less than 72 hours prior to scheduled train departure;
- 4) 10% of the basic charge for the planned train journey when the allocated path cancellation was submitted within not less than 72 hours and not more than 30 days prior to scheduled train departure;
- 5) 0% of the basic charge for the planned train journey when the allocated path cancellation was submitted within more than 30 days prior to scheduled train departure.

Reservation charges referred to par. 2 and 3 are free of a basic charge in case when the train path is not used as a result of application for train path allocation concerning modification of allocated train path within timetable update.

In the case of non-usage of a part of allocated capacity as a result of reduction of planned train weight by the railway undertaking, the reservation charge shall amount to 50% of the basic charge reduction resulting from train weight reduction for which no change of allocated train path is required.

7. List of available railway lines

Line no.	Description
248 *	Line from Gdańsk Wrzeszcz station to Gdańsk Osowa station
253 **	Line from Gdańsk Rębiechowo station to Gdańsk Osowa R1 station

* PKM's management starts at km 1.204 of the odd track and km 1.429 of the even track and ends at km 18.182 of the odd track and km 17.985 of the even track

** PKM's management starts at km 0.000 and ends at 1.356