

Railway Agreement (New South Wales)

No. 43 of 1968

An Act relating to an Agreement between the Commonwealth and the State of New South Wales with respect to the Railway from Parkes to Broken Hill.

[Assented to 19 June 1968]

BE it enacted by the Queen's Most Excellent Majesty, the Senate, and the House of Representatives of the Commonwealth of Australia, as follows:—

1. This Act may be cited as the *Railway Agreement (New South Wales) Act 1968*. Short title.
2. This Act shall come into operation on the day on which it receives the Royal Assent. Commencement.
3. The agreement a copy of which is set out in the Schedule to this Act is approved. Approval of agreement.
4. The payments by the Commonwealth to the State of New South Wales provided for in the agreement referred to in the last preceding section may be made to that State, by way of financial assistance, on the terms and conditions contained in that agreement. Payments under agreement.

THE SCHEDULE

Section 3.

AN AGREEMENT made the fourteenth day of May One thousand nine hundred and sixty-eight between THE COMMONWEALTH OF AUSTRALIA (in this agreement called 'the Commonwealth') of the one part and THE STATE OF NEW SOUTH WALES (in this agreement called 'the State') of the other part.

WHEREAS—

- (a) in order to assist in the defence and development of Australia, to facilitate interstate trade and commerce and to secure maximum efficiency and economy in railway operation it is desirable that there should be a continuous uniform gauge railway between Sydney in the State of New South Wales and Perth in the State of Western Australia; and
- (b) it is necessary, for the purposes of the said continuous uniform gauge railway and to provide for the increased interstate traffic that will result from the bringing into operation of that railway, that the existing railway facilities between Parkes and Broken Hill in the State of New South Wales be improved:

NOW IT IS HEREBY AGREED as follows:—

PART I.—PRELIMINARY.

Definitions.

- 1.—(1) In this agreement, unless the contrary intention appears—
- 'financial year' means a period of twelve calendar months ending on the thirtieth day of June;
 - 'party' means a party to this agreement;
 - 'standard gauge' means a gauge of four feet eight and one-half inches;
 - 'the Minister' means the Minister of State for Shipping and Transport of the Commonwealth;
 - 'the Railway' means the existing standard gauge railway between Parkes and Broken Hill;
 - 'the Schedule' means the Schedule to this agreement; and
 - 'the work' means the work referred to in clause 3 of this agreement.

(2.) Where in this agreement a Minister is referred to, the reference shall be deemed to include a member of the Federal Executive Council or of the Executive Council of the State, as the case may be, for the time being acting for or on behalf of that Minister.

Approval of the Agreement.

2. This agreement shall have no force or effect and shall not be binding on either party until it has been approved by the Parliament of the Commonwealth.

PART II.—THE RAILWAY WORK.

The work.

3.—(1) The State shall be responsible for the carrying out under this agreement of the work of improving the Railway in accordance with the description of the work and the standards set out in the Schedule.

(2.) The work shall include the acquisition of land, the purchase, construction and alteration, as the case may require, of railway lines, bridges, buildings, structures, plant, construction rolling stock and all matters and things that are required for the completion of the work, but shall not include—

- (a) the work provided for by clause 9 of this agreement;
- (b) operation or maintenance of any railway; or
- (c) any work undertaken or proposed to be undertaken independently of the work under this agreement or which is for purposes outside the scope of this agreement, whether or not such work is carried out in conjunction with the work to which this agreement applies.

(3.) To the extent that it is necessary for the more effective fulfilment of this agreement, the Schedule may be varied in such manner and to such extent as the Minister, upon the request or with the concurrence of the State, approves and all references in this agreement to the Schedule shall be deemed to be to the Schedule as varied in accordance with this clause.

Planning of the work.

4. The State shall in collaboration and agreement with the Commonwealth—

- (a) prepare a master plan of the work, including descriptions, completion programmes and appropriate procedures for performance;
- (b) prepare plans, specifications and estimates of cost for the work;
- (c) incorporate in all such plans and specifications the appropriate standards of design and construction established under this agreement; and
- (d) supply and make available to the Minister copies of the master plan, plans, specifications and estimates.

THE SCHEDULE—*continued*

5.—(1.) The State shall carry out the work or cause it to be carried out with due diligence and efficiency and in accordance with the provisions of this agreement and with the master plan and the plans and specifications. Execution of the work.

(2.) The State shall use all reasonable endeavours to secure the completion of the work by the thirty-first day of December, 1969.

6. Except where it is established to the satisfaction of the Minister that it is undesirable to do so, the State shall invite public tenders and let contracts for the carrying out of the work. Contracts to be let.

7. The State shall permit any person authorized by the Minister from time to time to inspect the work and to inspect and take copies of or extracts from any plans, designs, accounts, records or documents relating to the work. Inspection of work, etc.

8. The State may, at its own expense, carry out in conjunction with the work such other works, or provide such capacity or equipment in excess of the appropriate standards established under this agreement, as it considers necessary or desirable. Execution of extra work.

9. The State shall, at its own expense, replace the existing rail of the Railway, at the end of the useful life of that rail, with rail weighing not less than 94 pounds per yard. Replacement of rail.

PART III.—FINANCE.

10.—(1.) Subject to the provisions of this agreement, the Commonwealth shall provide the funds required to meet expenditure by the State on the work. Provision of funds by the Commonwealth.

(2.) For the purposes of this agreement expenditure on the work includes payments to engineers and consultants for engineering design and supervision, the cost of plant and equipment for use directly in carrying out the work and direct administrative expenditure, less the value as approved by the Minister of construction rolling stock, plant, equipment, stores and materials which the State by reason of the implementation of this agreement is or will be able to release from service on or in relation to the Railway.

(3.) The funds to be provided by the Commonwealth under this agreement shall not exceed the sum of Ten million dollars (\$10,000,000).

11.—(1.) The State shall be entitled, subject to the limitation provided in clause 10 of this agreement, to receive the funds to be provided by the Commonwealth under this agreement by payments of amounts equal to expenditure by the State on the work from time to time and of such additional amounts as are, in the opinion of the Minister, reasonably required as a working advance to meet expenditure incurred or to be incurred. Payments to the State.

(2.) The State shall not be entitled to receive payment from the Commonwealth in respect of expenditure the incurring of which is not approved or ratified by the Minister.

(3.) The State shall not, except in the case of a working advance, be entitled to receive payment from the Commonwealth in respect of expenditure which, in the opinion of the Minister, has not been directly incurred in carrying out the work.

(4.) Each statement of expenditure by the State forwarded to the Commonwealth in connexion with an application for a payment shall be certified—

- (a) by or on behalf of the Commissioner for Railways of the State of New South Wales that the work in respect of which the expenditure was incurred has been carried out in accordance with the master plan, plans, specifications and standards of construction provided for by this agreement; and
- (b) by the Auditor-General for the State that the expenditure has been properly made in accordance with this agreement.

12. The State shall not apply any payment made by the Commonwealth or any part thereof for any purpose other than that for which the payment was made. Application of payments.

13.—(1.) The State shall prepare and submit to the Minister not later than the first day of April in each year an estimate in such detail and with such explanations as may be required by the Minister of the funds which it will request from the Commonwealth during the next succeeding financial year. Estimates.

(2.) The State shall prepare and submit to the Commonwealth not later than the thirty-first day of December in each year, and at such other times as the Minister may request, a revised estimate for the then current financial year, including explanations of any variations between the estimate and the revised estimate.

THE SCHEDULE—*continued*Accounts,
records and
reports.

14. The State shall—

- (a) keep full accounts and records of all financial transactions, work done, and plant, stores, materials and equipment used or disposed of, in connexion with the work; and
- (b) furnish to the Minister at intervals of not more than three months progress reports on the performance of the work, together with financial statements of expenditure on the work and on each item thereof.

Audit.

15.—(1.) The accounts, books, vouchers, documents and other records of the State relating to the receipt or payment of money or to the receipt, custody or disposal of plant, stores, materials and equipment in connexion with the work shall be audited by the Auditor-General for the State.

(2.) Until the work has been completed to the satisfaction of the Minister, a report on the audit and on its financial statements shall be furnished by the Auditor-General for the State to the Auditor-General for the Commonwealth at least once in each year and that report shall indicate—

- (a) whether the financial statements are based on proper accounts and records and are in agreement with those accounts and records; and
- (b) whether the receipt and expenditure of moneys is in accordance with this agreement, and shall include reference to such other matters arising out of the audit and financial statements as the Auditor-General for the State considers should be reported to the Auditor-General for the Commonwealth.

(3.) The State shall supply such other information as may be required by the Auditor-General for the Commonwealth and if he considers it necessary shall permit him to inspect and take copies or extracts from the accounts, books, vouchers, documents and other records of the State in connexion with the work.

PART IV.—MISCELLANEOUS.

Supply of
information.

16.—(1.) The State shall furnish to the Minister all such information as the Minister shall reasonably request for the purpose of the exercise by him of his powers and functions under this agreement.

(2.) The State shall promptly inform the Minister of any matter which interferes with, or appears likely to interfere with, the accomplishment of its obligations under this agreement.

Collaboration.

17. The parties affirm the principle that there should be collaboration between them and their respective railway authorities regarding the standards of design and construction and the operation of rolling stock with a view to facilitating efficient inter-system traffic and co-ordinated services.

Notices.

18. Any notice or other communication to be given or made under this agreement by the Commonwealth or the Minister to the State shall be deemed a sufficient notice or communication if it is signed by or on behalf of the Minister and any notice or other communication to be given or made by the State to the Commonwealth shall be deemed a sufficient notice or communication if it is signed by or on behalf of the Minister for Transport of the State and in any case shall be duly given or made if it is delivered or sent in such manner as is from time to time arranged between the relevant Commonwealth and State authorities.

THE SCHEDULE.

Clause 3.

PART A: DESCRIPTION OF THE WORK.

1. Surveys and engineering as necessary.
2. Main line earthworks and track:
 - (a) Widening the formation to not less than 20 feet width on embankments and 22 feet width in cuttings as necessary.
 - (b) Increasing the radius of curves to a minimum of 40 chains where practicable.
 - (c) Renewing timber and steel sleepers as necessary for the whole distance from Parkes to Broken Hill.
 - (d) Constructing a deviation near Mt. Gipps to mitigate flood damage.
 - (e) Lifting the track throughout to give a depth of 10½ inches of ballast under sleepers.
 - (f) Lengthening existing crossing loops and providing additional crossing loops.
 - (g) Raising existing level crossing and cattle stops.

THE SCHEDULE—*continued*

3. Bridges and culverts.

- (a) Replacing small openings with corrugated steel pipe culverts.
- (b) Lifting the spans of large openings.
- (c) Extending existing culverts.

4. Structures.

- (a) Raising platforms.
- (b) Altering structures where necessary to provide required minimum clearances.

PART B: STANDARDS.

Earthworks: Formation width—

- (a) Banks 20 feet.
- (b) Cuttings 22 feet.

Grading: Existing grades to be followed.

Curvature: Minimum radius of 40 chains where practicable.

Sleepers: Hardwood 9 in x 4½ in x 8 ft at 22 in centre to centre—2904 per mile.

Ballast: Crushed Stone—

- (i) 6½ in bottom layer—Crusher run less than 2 in to 0 in.
- (ii) 4 in top layer—Screened ballast less than 2 in to larger than ¼ in. Ballast to be formed to the following cross section:
 - Top width: 10 feet
 - Side slopes: 1½ to 1
 - Top of ballast level with top of sleeper.

Rail: The existing rail, mainly 80 lb, is to be retained.

Fishplates: The existing 6 hole angle plates to be retained.

Rail Fastening: Australian Standard double shoulder section sleeper plates 8 in wide with 2 lockspikes per plate, four 4-5/8 in x 7/8 in dogspikes per sleeper, and rail anchors at 3,500 per mile.

Bridging: Steel and concrete or prestressed concrete to Cooper's E.50 loading.

Culverts: Concrete or corrugated steel pipes to Cooper's E.50 loading.

Crossing Loops: The standing room provided in crossing loops to be agreed between the railways authorities of the Commonwealth and the State.

Track Centres: A minimum requirement for all new work of 13 feet.

Structure Gauge: 14 feet wide from 3 feet 6 inches above rail level to 14 feet above rail level thence tapering to 12 feet wide at 20 feet above rail level.

IN WITNESS WHEREOF this agreement has been signed as at the day and year first above written.

SIGNED on behalf of THE COMMONWEALTH OF AUSTRALIA by the Right Honourable JOHN GREY GORTON, the Prime Minister of the Commonwealth, in the presence of—

J. G. GORTON

A. GOTTO

SIGNED on behalf of THE STATE OF NEW SOUTH WALES by the Honourable ROBIN WILLIAM ASKIN, the Premier of the State, in the presence of—

R. W. ASKIN

G. M. GRAY