

ADELAIDE TO CRYSTAL BROOK RAILWAY ACT 1974

No. 85 of 1974

An Act to Approve an Agreement between the Australian Government and the Government of South Australia relating to the Construction of a Railway from Adelaide to Crystal Brook, and for other purposes.

BE IT ENACTED by the Queen, the Senate and the House of Representatives of Australia, as follows:—

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| Short title. | 1. This Act may be cited as the <i>Adelaide to Crystal Brook Railway Act</i> 1974. ¹ |
| Commence-
ment. | 2. This Act shall come into operation on a date to be fixed by Proclamation. |
| Definition. | 3. In this Act, “the Agreement” means the agreement between the Australian Government and the Government of South Australia a copy of which is set out in the Schedule. |
| Approval of
Agreement. | 4. The Agreement is approved. |
| Payments
under
Agreement. | 5. The payments by Australia to South Australia provided for in the Agreement may be made to that State, by way of financial assistance, on the terms and conditions contained in that Agreement. |
| Power to
connect with
State
railways. | 6. Sub-section 32 (2) of the <i>Commonwealth Railways Act</i> 1917-1973 does not apply to works by way of the construction of a line of railway in accordance with the consent of the Government of South Australia given by clause 9 of the Agreement. |

SCHEDULE

Section 3

AN AGREEMENT made the 17 May day of One thousand nine hundred and seventy-four between THE GOVERNMENT OF THE COMMONWEALTH OF AUSTRALIA (in this agreement called “the Australian Government”) of the one part and THE GOVERNMENT OF THE STATE OF SOUTH AUSTRALIA (in this agreement called “the State Government”) of the other part.

WHEREAS—

- (a) it is desirable that work be carried out to link Adelaide with the existing standard gauge railway that connects Sydney and Perth;
- (b) the State Government has proposed that the work described in this agreement be carried out for the purposes of providing a link by rail between Adelaide and the said standard gauge railway;

SCHEDULE—continued

- (c) the State Government has requested the Australian Government to provide financial assistance to the State towards meeting the cost of carrying out that work; and
- (d) the Australian Government has agreed to request the Federal Parliament to authorize the grant of financial assistance to the State to the extent and upon the terms and conditions set out in this agreement.

NOW IT IS HEREBY AGREED as follows:

PART I—PRELIMINARY

1. (1) In this agreement, unless the contrary intention appears—

Definitions.

“betterment” means—

- (a) any work which although not essential to a railway work, is carried out in conjunction with that railway work; or
- (b) any work carried out or materials provided in respect of a railway work which is in excess of the appropriate standard for that railway work as established under this agreement; or
- (c) the provision of railway assets that are in addition to the railway assets specified in the master plan;

“broad gauge” means a gauge of one thousand six hundred millimetres;

“clause” means clause of this agreement;

“financial year” means a period of twelve calendar months ending on the thirtieth day of June;

“party” means a party to this agreement and “the parties” means the two parties to this agreement;

“railway assets” means railway lines, bridges, buildings, structures, roads, depot and barack facilities for staff, facilities for storage, servicing and maintenance of rolling stock, signalling, road protection and communication facilities, cranes, weighbridges, plant, rolling stock and includes all matters and things necessary for the efficient operation and maintenance of a railway system;

“railway work” means the railway work referred to in sub-clause (1) of clause 3;

“rolling stock” means locomotives and other railway vehicles;

“standard gauge” means a gauge of one thousand four hundred and thirty-five millimetres;

“State” means the State of South Australia;

“the master plan” means the plan referred to in clause 5;

“the Minister” means the Minister for Transport of the Australian Government; and

“the State Minister” means the Minister of Transport of the State.

(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.

2. (1) This agreement, other than sub-clause (2) of this clause, shall have no force or effect and shall not be binding on either party until it has been approved by the Federal Parliament and the Parliament of the State. Approval of agreement.

(2) Each party agrees to take all practicable steps to seek the enactment, as soon as practicable, by the respective Parliaments of legislation to approve this agreement and to make such provision as may be necessary on its part for the implementation of this agreement.

(3) Each party, so far as its power extends, agrees to provide for and secure the carrying out of this agreement in accordance with the legislation by which it is approved and is to be implemented.

PART II—THE RAILWAY WORK

3. (1) The railway work to which this agreement relates shall be—

The railway work.

- (a) the construction of a new independent standard gauge railway from Adelaide to Crystal Brook on a route following the general line of the existing Adelaide to Port

SCHEDULE—continued

Pirie broad gauge railway from Adelaide to Red Hill and on a new alignment from Red Hill to Crystal Brook;

- (b) the construction of a standard gauge railway connexion between Dry Creek and Gillman Yard;
 - (c) the construction of standard gauge railway connexions to serve industry at Mile End;
 - (d) the construction of additional standard gauge facilities and a standard gauge bypass at Port Pirie;
 - (e) the conversion to or replacement by standard gauge for use in conjunction with standard gauge railway operations of such private sidings as are approved by the Minister for that purpose;
 - (f) the construction of an additional standard gauge railway track between Crystal Brook and Port Pirie;
 - (g) the provision of a standard gauge railway connexion between Snowtown and Wallaroo;
 - (h) the construction and conversion of such rolling stock as is specified in the master plan; and
 - (i) such other work as the Minister approves as being necessary to provide for the more efficient operation of the standard gauge railway between Adelaide and Crystal Brook.
- (2) The work referred to in sub-clause (1) of this clause shall include—
- (a) the acquisition of land;
 - (b) any work relating to a public road or other public service made necessary by the carrying out of the railway work; and
 - (c) the purchase, construction, alteration and conversion, as the case may require, of railway assets,

but shall not include betterments or operation or maintenance of any railway or any work which is being undertaken or is proposed to be undertaken independently of 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 railway work to which this agreement applies.

(3) The master plan and the Schedule to this agreement may be varied in such manner and to such extent as the Minister, upon the request or with the concurrence of the State Minister, approves and all references in this agreement to the master plan or to the said Schedule shall be deemed to be to the master plan or to the said Schedule, as the case may require, as varied in accordance with this clause.

Betterments.

4. Betterments carried out by the State shall be carried out at the expense of the State.

Execution of the railway work.

5. (1) The State Government shall arrange for the carrying out and execution of the railway work in accordance with the provisions of this agreement and with the master plan.

(2) The master plan referred to in sub-clause (1) of this clause is the master plan dated January 1974 which has been prepared by Maunsell & Partners Pty Ltd for the purposes of this agreement and which incorporates the standards of construction set out in the Schedule to this agreement.

Substitution of railway work.

6. (1) Notwithstanding anything contained in this agreement, the Minister, upon the request or with the concurrence of the State Minister, may approve the inclusion in the railway work of work associated with the railway work that may reasonably be carried out in substitution for the railway work or part of the railway work.

(2) Expenditure in respect of which funds may be applied under sub-clause (1) of this clause shall be deemed to be expenditure on the railway work.

Letting of contracts.

7. The State shall not let contracts for the performance of the railway work or any part of the railway work to a value in excess of One million dollars (\$1,000,000) for any one contract without obtaining the prior written approval of the Minister.

Inspection of railway work, etc.

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

SCHEDULE—continued

9. The State Government hereby consents to the carrying out of any works which the Australian Government is by virtue of this agreement required to carry out or which by reason of the railway work the Australian Government deems it necessary to carry out in relation to its own railways within the State.

Consent to
Australian
Government
works.

PART III—FINANCE

10. (1) Subject to the provisions of this agreement, the Australian Government shall provide the funds required to meet expenditure on or in connexion with the railway work.

Provision of
funds.

(2) For the purposes of this agreement expenditure on or in connexion with the railway work means expenditure—

- (a) incurred prior to the date of this agreement, including the cost of preliminary works and surveys and payments made for feasibility studies; and
- (b) incurred by the State after the date of this agreement, including payments to engineers and consultants for engineering design and supervision, the cost of plant and equipment for use directly in carrying out the railway work and direct administrative expenditure necessarily incurred, less the value as approved by the Minister of 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 use on or in relation to railways to which the railway work is related.

(3) Payments that have been made by the Australian Government prior to the date of this agreement in respect of expenditure referred to in paragraph (a) of sub-clause (2) of this clause shall for the purposes of this agreement be regarded as, and included in any reference to, funds provided by the Australian Government under this agreement.

(4) The funds to be provided by the Australian Government under this agreement shall include such funds as may be required to meet any payments not provided for by the preceding sub-clauses of this clause that the Minister and the State Minister agree are a proper charge because of any matter arising out of this agreement.

11. The funds to be provided by the Australian Government under this agreement shall not exceed, in the case of the conversion or replacement of private sidings referred to in paragraph (e) of sub-clause (1) of clause 3, such amount in respect of each siding up to one-half of the nett cost of conversion or replacement, as the case may be, as the Minister approves.

Limitation on
funds.

12. (1) The State shall be entitled, subject to the limitation provided in clause 11, to receive the funds to be provided by the Australian Government by payments of amounts equal to expenditure by the State 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 Australian Government 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 Australian Government in respect of expenditure on the railway work which, in the opinion of the Minister, has not been directly incurred in carrying out the railway work.

(4) Each statement of expenditure on the railway work by the State forwarded to the Australian Government in connexion with an application for a payment shall be certified—

- (a) by the Chief Engineer for Railways of the South Australian Railway Service that the railway work in respect of which the expenditure was incurred is provided for in the master plan and has been carried out in accordance with the provisions of this agreement and with the master plan; and
- (b) by the Auditor-General of the State that the expenditure has been properly made in accordance with this agreement.

13. (1) The State may, at its option, retain for use on its own railway system and at values approved by the Minister, railway assets owned by the State which are replaced by new assets for which funds are provided by the Australian Government or which, by reason of the railway work, are no longer required for the railways to which the railway work relates.

Disposal of
replaced railway
assets.

SCHEDULE—continued

(2) The value of the railway assets referred to in sub-clause (1) of this clause, less the cost of recovery of the railway assets, shall be deducted from the funds to be provided by the Australian Government under this agreement.

Application of
payments.

14. The State shall not apply any payment made by the Australian Government or any part thereof for any purpose other than that for which the payment was made.

Repayments by
the State.

15. The State shall from its Consolidated Revenue pay to the Australian Government an amount equal to three-tenths of the funds provided by the Australian Government under this agreement in each financial year, including the payment deemed to have been made under clause 16, together with interest thereon in accordance with clause 17, by fifty equal annual instalments on the thirtieth day of June in each year after the end of that financial year. For the purposes of this clause payments referred to in sub-clause (3) of clause 10 shall be deemed to have been made on the date of this agreement.

Capitalization of
interest.

16. Interest shall accrue at the rate provided in clause 17 on each payment by the Australian Government referred to in sub-clause (3) of clause 10, calculated from the date of that payment to the date of this agreement and the interest as so calculated shall be deemed to have been for the purposes of clauses 15 and 17 a payment made by the Australian Government to the State under this agreement on the date of this agreement.

Interest.

17. (1) Interest at the rate provided in this clause shall accrue in respect of an amount equal to three-tenths of each payment of the funds provided by the Australian Government under this agreement and of the payment deemed under clause 16 to have been made by the Australian Government to the State on the date of this agreement (in so far as the amount has not been paid under clause 15), calculated—

- (a) in the case of a payment made prior to the date of this agreement—from the beginning of the financial year next occurring after the date of this agreement;
- (b) in the case of a payment made to the State after the date of this agreement—from the beginning of the financial year next succeeding the financial year in which the payment was made; and
- (c) in the case of a payment deemed under clause 16 to have been made on the date of this agreement—from the beginning of the financial year next occurring after the date of this agreement.

(2) The rate at which interest accrues and is payable by the State under this clause shall be the rate of yield to maturity of the longer or longest term of the last loan raising by the Commonwealth in Australia for public subscription prior to—

- (a) for the purposes of clause 16—the date on which the payment was made;
- (b) for the purposes of paragraph (a) and paragraph (c) of sub-clause (1) of this clause—the thirtieth day of June next occurring after the date of this agreement; and
- (c) for the purposes of paragraph (b) of sub-clause (1) of this clause—the end of the financial year in which the payment was made.

Estimates.

18. (1) The State shall prepare and shall 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 Australian Government during the next succeeding financial year.

(2) The State shall prepare and shall submit to the Australian Government 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.

Accounts,
records and
reports.

19. 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 railway work; and
- (b) furnish to the Minister at intervals of three months or such longer period as the Minister approves progress reports on the performance of the railway work, together with financial statements of expenditure on the railway work and on each item thereof.

SCHEDULE—continued

20. (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 railway work shall be audited by the Auditor-General for the State. Audit.

(2) Until the railway work has been completed to the satisfaction of the Minister, a report on the audit and on the financial statements shall be furnished by the Auditor-General for the State to the Auditor-General for Australia 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 Australia.
- (3) The State shall supply such other information as may be required by the Auditor-General for Australia 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 railway work.

PART IV—MISCELLANEOUS

21. (1) The State Government shall furnish to the Minister or to a person authorized by the Minister pursuant to clause 23 all such information as the Minister or that person, as the case may be, shall reasonably request for the purpose of the exercise by him of a power or function under this agreement. Supply of information.

(2) The State Government 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.

22. The parties agree that there should be collaboration between them 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. Collaboration.

23. The Minister may, by instrument in writing, authorize an officer of the Department of Transport of the Australian Government to exercise, subject to such conditions as are specified in the instrument, a power or function of the Minister under this agreement. Authorization of Australian Government Officers.

24. Any notice or other communication to be given or made under this agreement by the Australian Government or the Minister or a person authorized by the Minister pursuant to clause 23 to the State shall be deemed a sufficient notice or communication if it is signed by or on behalf of the Minister or that authorized officer, as the case may require, and any notice or other communication to be given or made by the State or the State Minister to the Australian Government or the Minister shall be deemed a sufficient notice or communication if it is signed by or on behalf of the State Minister 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 Australian Government and State authorities. Notices.

THE SCHEDULE

STANDARDS OF CONSTRUCTION

A. ADELAIDE (INCLUDING MILE END)—CRYSTAL BROOK—PORT PIRIE

1. Standard Gauge Main Lines (including loops, arrival and departure tracks)

Earthworks:

- (a) Banks 6.5 m formation width over shoulders.
- (b) Cuttings 6.5 m formation width over shoulders plus additional width as required for drainage, stability of earthworks and maintenance.
- (c) All formation for track to have a topping of suitable material of 150 mm minimum thickness.

SCHEDULE—continued

Grading:

Ruling Grades:

Adelaide to Crystal Brook	1 in 150
Crystal Brook to Port Pirie	1 in 150
Port Pirie to Crystal Brook	1 in 100
Crystal Brook to Adelaide	1 in 150
North Adelaide Flyovers	1 in 70
Sidings and Yards	1 in 300

All grades shall be compensated for curvature.

Curvature:

Minimum radius 1,200 m where practicable.

Rails:

107 lb A.S. rails welded initially into lengths of 73 m approximately and subsequently into continuous lengths, subject to track circuit requirements.

Sleepers:

- (a) Monoblock prestressed concrete sleepers 2.55 m maximum length suitable for use with an approved type of elastic fastening and capable of accommodating 107 lb A.S. Rail, at the rate of 1,420/km except on curves sharper than 800 m radius, where the rate of 1,530/km shall be used.

Fastenings: An approved type of elastic fastening and rubber bonded cork pads. Track circuit insulation to be provided.

- (b) Alternatively where timber sleepers are to be used on Running Lines and Passing Loops pressure impregnated hardwood timber sleepers 255 mm x 130 mm x 2.6 m at the rate of 1,420/km, except on curves sharper than 800 m radius, where the rate of 1,530/km shall be used.

Fastenings: An approved type of elastic fastening and baseplates, with two holddown lockspikes or screw spikes per plate.

Rail Anchors:

Dependent upon type of elastic fastening used, but intervals between anchors not to exceed 2,250/km.

Ballast:

Crushed rock, of Los Angeles abrasion value not more than 25 per cent, of a size + 18 mm —40 mm. Ballast shall be laid at the rate of 2,000 m³/km with concrete sleepers and 1,700 m³/km with timber sleepers, measured loose at the bins.

Crossing Loops:

Minimum lengths of 1,530 m standing where practicable.

Turnouts:

107 lb A.S. Rail, with cast manganese or fabricated rail crossings, fixed to pressure impregnated hardwood long timbers 255 mm x 130 mm, with two gauge lock spikes or screw spikes per rail seat on M.S. baseplates. Turnouts to be welded throughout, subject to track circuit requirements.

Bridges and Culverts:

Coopers E.50 loading with impact as specified in Minute No. 6151 of 1962 Australian and New Zealand Railways Conference or such other standard as the Railways Commissioners at a later A.N.Z.R. Conference agree is to be substituted for that standard.

Track Centres:

Minimum 4 m between running lines and 5.5 m at signal locations.

Structure Gauge:

- (a) Islington to Crystal Brook: A.N.Z.R. Diagram modified to provide 3.66 m clear width at 6.09 m vertical height above rail level.

SCHEDULE—continued

- (b) Mile End Yard to Islington: A minimum clearance of 4.80 m above rail for the full width of the A.N.Z.R. Diagram to be provided under all existing bridges over new S.G. Tracks.
- (c) Adelaide Passenger Station: Clearances under Morphett Street Bridge shall be a minimum of 4.80 m above rail for the full width of A.N.Z.R. Diagram.

Signalling:

Automatic block colour-light signalling with C.T.C. in accordance with S.A.R. standards. Relay interlocking and signalling shall be provided for protection and control of main line, passing loops and lines which converge on the main line or passing loops at stations, junctions and marshalling yards.

Level Crossing Protection:

- (a) At level crossings with multiple tracks half boom barrier installations shall be provided on main roads.
- (b) At new single line level crossings with main roads, flashing light installations shall be provided.

Lighting and Power:

Lighting installations shall be in accordance with levels specified by the S.A. Industrial Code. Power distribution shall be in accordance with existing S.A.R. standards.

Communication Equipment:

All installations to be in accordance with A.N.Z.R. standards.

2. Broad Gauge Main Lines

Where new B.G. Running Lines are necessitated as a result of standardization, they shall be constructed in accordance with current S.A.R. practice and standards.

B. BRANCH LINES**1. Snowtown to Wallaroo**

To existing standards and grades except:

Rails and Fastenings:

Secondhand rails of not less than 30 kg/m with new fastenings. In the case of conversion to mixed gauge, the third rail shall be of the same section as the existing rails.

Turnouts:

All new turnouts shall be in new 94 lb A.S. material fixed to pressure impregnated hardwood long timbers 255 mm x 130 mm with two gauge lock spikes or screw spikes per rail seat.

Ballast:

Of Main Line quality as under:

- (a) New construction: 1,100 m³/km measured loose at bins.
- (b) Converted track: 500 m³/km measured loose at bins to be added.

Level Crossing Protection:

Existing standards to be maintained.

2. Metropolitan

To existing standards and grades except:

Rails and Fastenings:

Secondhand rails of not less than 40 kg/m with new fastenings on new sleepers with the provision that new 94 lb A.S. material may be used in special cases. Rails shall be welded into 73 m lengths and subsequently into continuous lengths subject to track circuit requirements.

Turnouts:

All turnouts shall be in new 94 lb A.S. material with manganese crossings in busy locations with rails fixed to pressure impregnated hardwood timbers 255 mm x 130 mm on M.S. baseplates with two gauge lock spikes or screw spikes per plate. Turnouts to be welded throughout subject to track circuit requirements.

SCHEDULE—continued

Ballast:

Of main line quality as under:

- (a) New construction: 1,650 m³/km measured loose at bins.
- (b) Converted track: 500 m³/km measured loose at bins to be added.

Track Centres:

Minimum 4 m between running lines and 5.5 m at signal locations.

Structure Gauge:

Dry Creek—Gillman—Pooraka. A.N.Z.R. Diagram modified to provide 3.66 m clear width at 6.09 m vertical height above rail level.

Signalling:

Automatic block colour-light signalling shall be provided on all new lines. Dry Creek to Port Adelaide B.G. line shall be converted from Electric Staff Working to automatic block colour-light signalling. Relay interlocking and signalling shall be provided for protection and control of main lines, passing loops and lines which converge on the main line or passing loops at stations, junctions and marshalling yards.

Level Crossing Protection:

As for Adelaide—Crystal Brook—Port Pirie Main Line.

Power and Lighting:

As for Adelaide—Crystal Brook—Port Pirie Main Line.

Communications:

As for Adelaide—Crystal Brook—Port Pirie Main Line.

C. MARSHALLING YARDS, FREIGHT YARDS AND OTHER SIDINGS

Rails and Fastenings:

Secondhand rails of not less than 40 kg/m with new fastenings with the provision that new 94 lb A.S. material may be used in special cases. Rails shall be welded into continuous lengths subject to track circuit requirements.

Sleepers:

Pressure impregnated hardwood timber, 255 mm x 130 mm x 2.60 m; not exceeding 1,400/km.

Turnouts:

New 94 A.S. material on new timbers as per Metropolitan Branch Lines.

Ballast:

Of main line quality as under:

- (a) New Construction: 1,300 m³/km measured loose at bins.
- (b) Converted Track: 500 m³/km measured loose at bins to be added.

Spaces between Sidings to be filled with ballast to sleeper level and surface with finer material for track centres less than 6.0 m.

Shunters paths at sleeper level shall be provided as required and the formation widened accordingly.

Track Centres:

Minimum 4 m.

Power Lighting:

As for Adelaide—Crystal Brook—Port Pirie Main Line.

Communications:

Provision for P.A. systems and other communications within Yards shall be in accordance with current S.A.R. practice.

SCHEDULE—continued

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

SIGNED on behalf of THE GOVERNMENT OF
THE COMMONWEALTH OF AUSTRALIA by the } E. G. WHITLAM
Honourable EDWARD GOUGH WHITLAM, }
Prime Minister, in the presence of—

L. OAKES

SIGNED on behalf of THE GOVERNMENT OF
THE STATE OF SOUTH AUSTRALIA by the } D. A. DUNSTAN
Honourable DONALD ALLAN DUNSTAN, Prem- }
ier, in the presence of—

GEOFF VIRGO

NOTE

1. Act No. 85, 1974; assented to 18 October 1974.