



**NETWORK STATEMENT**

**OF THE RAILWAY INFRASTRUCTURE MANAGER TRACK TEC S.A.**

**RAILWAY SIDING IN SUWALKI**

Warsaw, March 2018

**Network Statement  
of Track Tec S.A. Railway Siding in Suwalki**

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Specification of terms and abbreviations used in the Network Statement

<b>Act</b>	Railway Transport Act of 28 March 2003
<b>Ordinance</b>	Ordinance of the Minister of Infrastructure and Construction of 7 April 2017 concerning giving access to railway infrastructure
<b>Network Statement</b>	this Network Statement, referred to in Art. 32, par. 1 of the Act
<b>Railway siding</b>	railway siding operated under Safety Certificate No. 042/UK/18
<b>Private infrastructure</b>	railway infrastructure used only and exclusively for the satisfaction of own needs of its owner or its Manager, other than passenger transport
<b>Infrastructure available</b>	The railway infrastructure to which the Infrastructure Manager assigned infrastructure available status in the Statutes, also called " <b>generally available infrastructure</b> "
<b>Railway Infrastructure Manager</b>	Track Tec S.A.
<b>Safety Confirmation</b>	document confirming the ability of safe operation of railway traffic and delivering railway transport services, issued to the entities released from obligation to obtain safety certificate and safety authorisation.
<b>Applicant</b>	railway undertaking, international group of economic interests comprising railway undertakings or another entity interested in obtaining transport capacity, including in particular the organiser of public railway transport, forwarder, cargo shipment company or combined transport operator
<b>Railway Undertaking</b>	an undertaking authorised to deliver railway transport services or provide traction services under held licence and safety certificate or safety certificate referred to in Art. 17, par. 2 and 3 of the Act, hereinafter also referred to as " <b>Undertaking</b> "
<b>Safety Certificate</b>	a document confirming the railway undertaking has the accepted safety management system in place and is capable of meeting the safety requirements.
<b>Railway Network Statutes</b>	the document drawn up by the Railway Infrastructure Manager that transfers railway sidings under its management, and which indicates which railway sidings belong to idle or private infrastructure.
<b>Price List</b>	a price list with charges for the use of available railway infrastructure
<b>Transport capacity</b>	operational and traffic capability of railway route supporting a certain number of shunting operations using it over a certain period of time.
<b>Allocation of capacity to handle operations</b>	setting a time bracket in which the Infrastructure Manager will enable the applicant to perform shunting operations
<b>Capacity Allocation Agreement</b>	agreement, which defines in particular the rights and obligations of the Infrastructure Manager and Applicant with reference to the allocated capacity, and the method and dates of reporting to the Infrastructure Manager information about the railway undertaking authorised to utilise capacity, which was allocated to the applicant, hereinafter also referred to as the " <b>Allocation Agreement</b> "
<b>Application for the capacity allocation</b>	an application filed by an applicant interested in the allocation of capacity, hereinafter also referred to as the " <b>Application</b> "

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<b>Capacity Utilisation Agreement</b>	the agreement, which defines in particular the rights and obligations of the Infrastructure Manager and Railway Undertaking with reference to the allocated capacity and to its utilisation method and conditions, hereinafter also referred to as the " <b>Utilisation Agreement</b> "
<b>Manoeuvre Shunting Operation</b>	intended movement of the railway vehicle or a train set with accompanying actions on the railway route, except for an train entry, departure and passage.
<b>Shunting train set</b>	railway vehicles coupled with the drive unit or traction vehicle performing manoeuvres
<b>Shunting area</b>	the area of track system separated on organisational and shunting technology grounds, where one shunting team can operate with a single traction unit.
<b>Working days</b>	weekdays Monday through Friday, excluding public holidays
<b>Conflict between filed applications</b>	situation where at least two applicants filed simultaneously an application for capacity allocation
<b>Co-ordination</b>	process of addressing the conflict between filed applications for capacity allocation
<b>Track Tec Personnel</b>	Track Tec personnel and other persons used to execute contract for capacity allocation and contract for capacity utilisation
<b>Railway Undertaking personnel</b>	personnel of the railway undertaking and other persons used by it to execute capacity utilisation contract, including in particular personnel hired to perform shunting works
<b>Recess due to technological reasons</b>	set by the Infrastructure Manager temporary limitation of access to railway infrastructure for the railway undertakings, used to carry out investment, modernisation, repair and day-to-day maintenance works
<b>Railway siding Operating Regulations</b>	Operating Regulations of Track Tec S.A. Railway Siding in Suwalki
<b>National Register of Infrastructure (RINF)</b>	register of railway infrastructure and also railway sidings operated in the territory of the Republic of Poland, hereinafter also referred to as the "RINF".
<b>Dangerous Goods</b>	materials and objects, the transports of which is forbidden by virtue of Regulation concerning the International Carriage of Dangerous Goods by Rail (RID) or permitted only under defined terms and conditions.
<b>President of UTK</b>	President of the Railway Transport Office

Terms other than those referred to in the table hereinabove, used in the Network Statement, should be interpreted in compliance with the law including in particular: Act, Ordinance and other secondary legislation under the Act.

# Network Statement of Track Tec S.A. Railway Siding in Suwalki

## 1 Introduction

### 1.1 Objective

The objective for development of this Network Statement is to set forth the principles of:

- capacity allocation,
- entering into and execution of the capacity allocation agreement and the capacity utilisation agreement,
- railway infrastructure operation,
- accrual, collection and settlement of charges,
- collaboration between the Railway Infrastructure Manager and applicant interested in gaining access to the railway infrastructure,
- collaboration between Railway Infrastructure Manager and Railway Undertaking signing and performing Capacity Utilisation Agreement.

### 1.2 Legal grounds

The legal grounds for the development of the Network Statement of the Track Tec S.A., Railway Infrastructure Manager for the Railway Siding in Suwalki is the Act and Ordinance.

### 1.3 Management Board Regulation

The Network Statement was approved by virtue of the Regulation of the Management Board of Track Tec S.A.

### 1.4 Effective term

The Network Statement is effective from 9 December 2018 to 12 December 2020.

### 1.5 Licences

Under the Act the function of railway undertaking may be performed only and exclusively by the holders of railway undertaking licences with the following scope:

- delivery of passenger transport services by rail;
- delivery of cargo transport services by rail;
- delivery of traction services.

The competent authority to grant, refusal to grant, amend, suspend or withdraw the licence issued to the businessman based in the territory in the Republic of Poland is the President of Railway Transport Office. Contact data:

#### **Railway Transport Office**

**Al. Jerozolimskie 134, 02-305 Warszawa**

**[utk@utk.gov.pl](mailto:utk@utk.gov.pl) , [www.utk.gov.pl](http://www.utk.gov.pl)**

Detailed information is provided on the website at:

<https://www.utk.gov.pl/pl/licencje-dla-przewoznik/licencjonowanie/13113,Licencjonowanie.html?search=4710>

### 1.6 Safety Certificate

The licensed railway undertaking shall hold a valid safety certificate.

Detailed information is provided on the website at:

<https://www.utk.gov.pl/pl/bezpieczenstwo-systemy/zarzadzanie-bezpieczen/certyfikat-bezpieczen/11905,Certyfikat-Bezpieczenstwa.html?search=56107087>

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### 1.7 Address of the website where the National Railway Register of Infrastructure (RINF) is published

Railway National Register of Infrastructure is published on the website: <https://rinf.utk.gov.pl>

## 2 Information about Infrastructure Manager

<b>Company</b>	Track Tec Spółka Akcyjna ( <i>Track Tec joint stock company</i> )
<b>Address:</b>	ul. Rondo ONZ 1, 00-124 Warszawa
<b>Correspondence address</b>	ul. Francuska 34, 40-028 Katowice
<b>Tax ID (NIP) No.</b>	844-00-12-744
<b>National Court Register (KRS)</b>	Registered by District Court for the Capital City of Warsaw in Warsaw, 12 <sup>th</sup> Commercial Division of the National Court Register, No. 0000127565
<b>Tel.</b>	+48 32 66 11 000
<b>Fax</b>	+48 32 66 11 003
<b>E-mail</b>	info@tracktec.eu
<b>Web</b>	www.tracktec.eu
<b>Safety document</b>	Safety Certificate of Track Tec Railway Siding in Suwalki No. 042/UK/18 of 21 February 2018

## 3 Specification of railway tracks

The Railway Undertaking is entitled to perform manoeuvres only and exclusively using railway tracks defined in the Network Statutes as generally available infrastructure. The Network Statutes is attached in the **Appendix No. 1** to the Network Statement.

The technical characteristics of the railway tracks made available by Track Tec is provided in the Railway Siding Operating Regulations.

General arrangement plan of the Track Tec's Railway Siding with the specification of generally available infrastructure is provided in **the Appendix No. 2** to the Statement

## 4 Specification of shipping points

Shipping points: Track No. 39 from the clearance point of Turnout No. 102 to the buffer stop 412 m. Technical parameters as in Section 7. Next to the railway track there is a loading yard.

## 5 Specification of the points of contact with the infrastructure of other managers

The point of contact with the infrastructure of Infrastructure Manager PKP Polskie Linie Kolejowe S.A. based in Warsaw is the beginning (switch point contacts) of Turnout No. 15.

## 6 Specification of service infrastructure facilities

There are no service infrastructure facilities neighbouring the generally available infrastructure of the Infrastructure Manager.

## 7 Technical parameters

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<b>Location of the available infrastructure</b>	The available infrastructure is at the Track Tec railway siding, which is a station siding branching off the station track No. 1, the railway siding No. 6 of the Papiernia railway station at the 37,634 km of the Olecko-Suwalki railway line No. 39.
<b>Track gauge</b>	1435 mm
<b>Electrification</b>	The available infrastructure is not equipped with contact system.
<b>Authorised axle load per track</b>	216 kN (22 tons per axle)
<b>Maximum speed at the railway siding tracks</b>	<ul style="list-style-type: none"> <li>▪ During pulling operations – 20 km/h</li> <li>▪ During pushing operations – 5 km/h</li> <li>▪ While accessing railcars at loading points – 3 km/h</li> </ul>
<b>Authorised length of shunting train sets</b>	Compliant with the usable length of tracks laid down in the Railway Siding Operating Regulations
<b>Structure gauge</b>	GPL-1
<b>Railway traffic control</b>	Non-centralised, manual control by the shunting team
<b>Availability</b>	The traffic of railway vehicles is permitted from 7:00 a.m. to 3:00 p.m. on business days. The railway vehicles may be parked round-the-clock.

Detailed information about technical parameters and local constraints are set forth in the Railway Siding Operating Regulations.

There are no additional technical constraints in the access of railway vehicles to generally available infrastructure other than those listed hereinabove. When the Railway Undertaking intends to access the available infrastructure using special vehicles or with the exceeded gauge it has to obtain Infrastructure Manager (IM) authorisation.

The IM may give its authorisation for the passage of shunting train set with one or several parameters exceeded, referred to in table hereinabove, subject to the prior filing of a written request by the Railway Undertaking.

### 8 Requirements and terms concerning rolling stock, personnel and organisation of passages

#### 8.1 Passage organisation

1. A prerequisite for granting permission for access to generally available infrastructure is holding by the Railway Undertaking of a valid licence for carrying cargo by rail, referred to in Art. 43, par. 1 of the Act and valid safety certificate issued by the President of the Railway Transport Office, referred to in Art. 17e of the Act, contingently safety confirmation obtained under rules, referred to in Art. 17 e paragraphs 2 and 3 of the Act.

#### 8.2 Requirements and terms concerning rolling stock

1. The railway vehicles operated by the Railway Undertakings shall meet technical conditions set forth in the Ordinance of the Minister of Infrastructure of 12 October 2005 concerning the general technical operating conditions for railway vehicles and holding a technical efficiency certificate issued by the Railway Undertaking under the Ordinance of the Minister of



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Infrastructure of 15 February 2005 on the technical efficiency of railway vehicles confirming that the vehicle is technically suitable.

2. The Railway Undertaking is obliged to mark the railway vehicles pursuant to the rules set forth in the Ordinance of the Minister of Infrastructure of 12 October 2005 concerning the general technical operational conditions of railway vehicles.
3. The railway vehicles shall have the relevant documents pursuant to the Ordinance of the Minister of Transport of 2 November 2006 on documentation that should be on board a railway vehicle.

### **8.3 The requirements and conditions concerning the Railway Undertaking**

1. The Railway Undertaking personnel shall have the ability to work, qualification and periodic examinations in compliance with the prescribed requirements in the Ordinance of the Minister of Infrastructure of 30 December 2014 concerning the personnel hired to work on the posts directly related to railway traffic management and safety and on driving certain railway vehicles.
2. The Railway Undertaking personnel shall have valid periodic medical examinations performed by the doctor of railway occupational medicine.
3. The Railway Undertaking personnel, prior to admission to the performance of duties at the railway siding on their own, should familiarise themselves with this Network Statement, Railway Siding Operating Regulations and Internal Rules to the extent specific to a certain job position. Prior to the first entry to the site of railway siding, the Railway Undertakings' personnel shall confirm in writing their knowledge of the Network Statement, Railway Siding Operating Regulations and Internal Rules.
4. The Railway Undertaking personnel staying on site of the railway siding shall comply with the OH&S and fire protection regulations set forth in: OH&S Manual concerning the shunting work at the Track Tec S.A.'s Railway Siding and in the OH&S Manual on safe work of the diesel engine driver.

## **9 Information that the Railway Undertaking shall report to the Infrastructure Manager**

### **9.1 Information reported prior to signing of the Capacity Utilisation Agreement**

1. The Railway Undertaking shall submit to the Infrastructure Manager a copy of a valid licence and safety certificate/confirmation. The Railway Undertaking shall advise the Infrastructure Manager in writing about each and every modification, loss of validity, suspension, repealing of documents with an authorisation to exercise access to the available infrastructure.
2. The Railway Undertaking shall submit a statement to the extent that all railway vehicles using generally available infrastructure comply with the requirements laid down in the Act and in the secondary legislation enacted thereunder.
3. The Railway Undertaking shall submit a statement that its personnel performing activities related directly to the management of railway traffic and driving the railway vehicles comply with the requirements laid down in the Act and in the secondary legislation enacted thereunder.

### **9.2. Information provided before the start of manoeuvre and after the completion of manoeuvre**

Information provided before the start of manoeuvre and after the completion of manoeuvre is defined in the internal rules.

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### **10 Method for carrying bulk materials preventing their dusting**

1. The bulk materials may be carried only and exclusively in the railcars of the appropriate type (series) in line with their intended purpose, with tight car bodies preventing bulk material escaping onto the railway route.
2. If the bulk materials are carried out in open railcars, the shipment shall be distributed evenly on the loading surface and shall not stick out above the railcar side.
3. To safeguard the transport of dusting materials the loading surfaces should be covered (sprinkled) with colloidal aqueous solutions of film-forming substances or the shipment should be protected with railcar covers. The Railway Undertaking is responsible for protecting the shipment.

### **11 Terms and conditions of access to the available infrastructure**

#### **11.1 General terms and conditions**

1. The process of providing access to the infrastructure comprises: entering into capacity allocation agreement, filing and examination of the capacity allocation application, entering into a capacity utilisation agreement.
2. Three entities are involved in the process of giving access to the infrastructure: The Infrastructure Manager, Applicant (enters into capacity allocation agreement and files an application for capacity allocation) and Railway Undertaking (enters into a capacity utilisation agreement).
3. The same entity may be both Applicant and Railway Undertaking.
4. The Capacity Allocation Application may apply to the allocation of capacity to run shunting activities or to the allocation of capacity to park railway vehicles.
5. The Manager follows a principle of safety and efficient performance of shunting of railway vehicles and a principle of equal rights of applicants/railway undertakings.
6. The capacity required for own process haulage, and, as a rule, it is set for a period of 24 hours.
7. The capacity allocated to the applicant may not be transferred to another applicant.
8. The capacity allocated to the applicant that is not a railway undertaking shall not be used for the delivery of another service than that specified in the application for capacity allocation.
9. The Applicant may indicate various railway undertakings entitled to use capacity allocated on the grounds of individual applications.
10. The Applicant that is a railway undertaking shall not indicate another railway undertaking to utilise the capacity allocated to it.

#### **11.2 Capacity allocation**

1. A prerequisite for filing capacity allocation application by the Applicant is prior entering into Capacity Allocation Agreement.
2. The Capacity Allocation Agreement is concluded for a period from second Sunday of December to the second Saturday of December next year.
3. The Capacity Allocation Agreement defines mutual relationships including rights and obligations of the parties, legal and formal, organisational and financial requirements, between the Applicant and the Manager as well as information about Railway Undertakings that will be entitled to utilise capacity.
4. The information obtained by the Infrastructure Manager, in relation to the entering into Capacity Allocation Agreement represents trade secret.

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5. An application for capacity allocation may refer to the allocation of new capacity or modification of already allocated capacity.
6. The Application shall define in particular the following Applicant's identification data: **name, address, Tax ID (NIP), Regon Statistical No., National Court Register (KRS) No., planned scope of capacity to be ordered.**
7. If the Application applies to capacity allocation to perform shunting it shall also define: **shunting purpose**, place of shunting performance, **type and quantity** of shunting vehicles.
8. If the Application applies to capacity allocation to park the railway vehicle, it shall also define: **the length of train set and parking time.**
9. The Specimen Capacity Allocation Application is attached in **Appendix No. 3** to the Network Statement. The Application may be modified, on an as needed basis, and such modification does not represent a change in the Network Statement.
10. The Application should be submitted in writing (in person or at the address of Track Tec S.A. at ul. Mjr. Hubala 5, 16-400 Suwalki) or should be sent electronically (at the e-mail address: w.korzun@tracktec.eu). The Application may be filed verbally or on the phone, but for its validity it shall be confirmed in writing (or by e-mail) within 48 hours from the moment of notification. The Manager will communicate all application-related matters with the person referred to in the application as a contact person.
11. The applications shall be filed within at least 15 business days prior to the planned date of capacity utilisation.
12. The Manager shall confirm application filing by entering date and time of acceptance. The application filing date via e-mail is the date of confirmation of e-mail message receipt.
13. If the application contains formal or substantive errors the Manager calls upon the applicant to supplement or to correct application, setting deadline for this purpose of at least 2 business days.
14. The Application shall be processed within 5 business days from the date of filing complete and correct application. The positive outcome of application processing will be confirmed by a signature of the Manager's personnel member.
15. The Manager shall submit to the railway undertaking, referred to by the Applicant, within the time frame agreed on with the Applicant, a draft of Capacity Utilisation Agreement.
16. The Manager may demand from the Applicant/Railway Undertaking additional information necessary to sign the Agreement.

### 11.3 Application modification

1. The Manager enables the Applications to file an application for the modification of the allocated capacity, hereinafter referred to as the "**Modification Application**".
2. The Modification may apply to the capacity allocation date, duration of shunting/parking activities, type and quantity of railway vehicles or change of gross weight of railway vehicles.
3. The Modification Application shall comprise at least the number and date of application to be modified and information about the scope of its modification.
4. If the modification applies to the change of date or start/end time of shunting/parking activities, the Manager accepts the Modification Application, which is tantamount to the Applicant's resignation of capacity allocated earlier to the extent covered by the original application with no need to pay reservation fee.

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5. The Applicant may assign to the Railway Undertaking the rights attached to the Modification Application for the allocation of capacity.

### **11.4 Refusal to process the application**

1. The Manager may refuse to process capacity application, if one of the conditions listed below has been met:
  - The Application was filed by the Applicant that failed to enter with the Infrastructure Manager into Capacity Allocation Agreement,
  - The deadlines for application filing, as referred to in Section 11.2 of the Network Statement, were exceeded,
  - Has not provided information, as referred to in Section 11.2 of the Network Statement,
  - The Applicant has failed to lodge a financial guarantee, if required under the Capacity Allocation Agreement.
2. In the Capacity Allocation Agreement, the Applicant specified the related capacity allocation applications, processing of which is required to allocate the capacity applied for. The Manager does not allocate capacity to any of the related applications if on the grounds of at least one of them it failed to allocate capacity.
3. In the Application, the Applicant may refer to other capacity allocation applications directly preceding the requested capacity, if they apply to the same railway vehicle.

### **11.5 Capacity Utilisation**

1. The Railway Undertaking acquires the right to access the available infrastructure, once it has signed Capacity Utilisation Agreement with the Manager.
2. Capacity Utilisation Agreement defines mutual relationships, including the rights and obligations of the parties, formal and legal, and organisational requirements between the Railway Undertaking and the Manager.
3. The information obtained by the Infrastructure Manager, in relation to the entering into Capacity Utilisation Agreement represents trade secret.

### **11.6 Conflicts between Capacity Allocation Applications**

1. The Manager coordinates the process of conflicts settlement.
2. When the Capacity Allocation Application has been filed with the Manager, which is in conflict with another application or with already allocated capacity, the Manager checks first if it is possible to consider another application within different time frame.
3. If the Applicant is interested in the utilisation of capacity within different timeframe, the Manager may offer to the Applicant another time or day, when the capacity utilisation would be possible.
4. If the Applicant that filed the application later is not interested in another date for the application execution, it is necessary to modify the already allocated capacity or to modify the already filed application, the Manager gets in touch with the Applicant/Railway Undertaking involved in the conflict. The Manager provides the interested Applicants/Railway Undertakings the necessary information about conflicted applications without disclosing the identity of the remaining entities involved. If possible, after reaching the agreement with the conflicted Applicants/Railway Undertakings on a positive outcome, the Manager modifies the already allocated capacity or agrees on another time frame with the Applicant that was the first to file the application or was the first to receive the allocated capacity.

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5. To secure the optimum satisfaction of Railway Undertakings' or Applicants' needs the Infrastructure Manager may offer modification of allocated/requested time of allocated capacity or start/end time of making infrastructure available.
6. If the coordination process has not produced a solution acceptable for all parties involved, the Manager allocates the capacity to one Applicant taking into consideration the technical and operational considerations and the best possible utilisation of available infrastructure.
7. The Manager is not obliged to undertake any measures such as change of time frame for access to generally available infrastructure or to take measure involving incurring of additional capital expenditures to provide access to generally available infrastructure.

### **12 Utilisation Constraints**

#### **12.1 Environmental Constraints**

1. At the available infrastructure no hazardous substances shall be emitted into waters, soil or air that could lead to exceeding environmental quality standards, as referred to in Section III of the Act of 27 April 2001 called Environmental Law.

#### **12.2 Constraints in the Carriage of Dangerous Goods**

1. The Manager does not express its consent to the utilisation of railcars carrying dangerous goods over the available infrastructure.
2. The Manager does not express its consent to access the available infrastructure by the railcars used to carry dangerous goods and other high risk goods in the understanding of the Regulation concerning the international carriage of dangerous goods by rail (RID), Section 1.10 RID or Appendix No. 2 to SMGS, both loaded and empty.

#### **12.3 Constraints of Access to the Available Infrastructure**

1. The Railway Undertaking is free to enter the generally available infrastructure Monday through Friday between 7:00 a.m. to 4:00 p.m. The vehicles may be parked round-the-clock, 7 days a week subject to obtaining prior authorisation from the Manager.
2. The Manager does not deliver services related to:
  - the delivery of contact system equipment. The railway siding is not electrified;
  - railway traffic control equipment, which is manually operated by the shunting team of the Railway Undertaking delivering transport services using the railway infrastructure.
3. The access to available infrastructure may be constrained in the following cases:
  - scheduled downtime in connection with, among other things, construction, repair, modernisation, maintenance works (process downtime);
  - non-scheduled downtime, which may be connected, among other things, with:
    - force majeure including also strikes, lockouts, demonstrations;
    - damage to railway infrastructure;
    - threats to traffic or haulage safety;
    - not permitting the passage or stopping the passage of the railway vehicle of the Railway Undertaking due to the failure of such vehicle or its personnel to comply with the requirements as set forth in the Capacity Utilisation Agreement, Act and secondary legislation issued thereunder and requirements as set forth in internal rules;
    - prolonged lasting of scheduled constraints, mentioned in the first reference;
    - a need to safeguard national safety and defence;
    - a decision of the government administration body including in particular that of the President of the Railway Transport Office.

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4. The Manager shall communicate to the Applicant, with whom the Capacity Allocation Agreement was signed, and/or to the Railway Undertaking with whom the Capacity Utilisation Agreement was signed the schedule traffic constraints two weeks in advance prior to the implementation of the constraint. The communication may be in writing, by e-mail and by facsimile.
5. In case of occurrence of constraints, as mentioned in the second reference, the Manager communicates forthwith to the Railway Undertaking, with whom the Capacity Utilisation Agreement was signed. It is permissible to notify outside channels, as referred to in par. 4, and the notification may be also performed on the phone.
6. The Manager shall notify forthwith the Applicant or Railway Undertaking about the removal of barrier hampering access to available infrastructure.

### **13 Services delivered using the available railway infrastructure**

1. The services delivered using the minimum access to the railway infrastructure include:
  - Processing of the Capacity Allocation Application,
  - Enabling the utilisation of the railway infrastructure including turnouts and railway junctions within the scope of allocated capacity,
  - Giving access to information required to implement or carry out shunting activities for which the capacity was allocated.
2. Other services:
  - an option of parking railway vehicles with the total length not exceeding the usable length of a certain track with duration set forth in the agreement,
  - using tracks and facilities for train formation/car sorting at marshalling yards.

### **14 Specification of the Manager's internal rules, which are effective during drafting and performance of agreements**

1. At the railway siding operated by the Infrastructure Manager, the railway undertakings delivering transport services shall comply with the following internal rules:
  - Manual on railway traffic management at the railway siding Track Tec S.A. in Suwałki
  - Manual on railway infrastructure maintenance at the railway siding Track Tec S.A. in Suwałki,
  - Signalling Manual concerning the railway siding Track Tec S.A. in Suwałki.
  - Manual for train driver of loco Ls350E(401Da) at the railway siding Track Tec S.A. in Suwałki,
  - Manual for second train driver of loco Ls350E(401Da) at the railway siding Track Tec S.A. in Suwałki,
  - Manual on safe use of railway brake of loco Ls350E(401Da) at the railway siding Track Tec S.A. in Suwałki,
2. At the railway siding managed by the Infrastructure Manager the annual timetable is not effective. There are no internal rules that have to be followed by the Applicant and by the Railway Undertaking during the development of and effective term of the Timetable.

### **15 Method for determining and collecting charges for the use of available railway infrastructure**

#### **15.1 Basic assumptions**

1. The Manager represents that it follows a principle of equal rights of applicants/railway undertakings concerning the collection of charges from applicants/railway undertakings for the entire available railway infrastructure.

## **Network Statement of Track Tec S.A. Railway Siding in Suwalki**

2. The charging system is not subject to change in the period from 9 December 2018 to 12 December 2020.
3. The Manager collects from the Applicant the following fees and charges: for processing of Capacity Allocation Application, shunting fee, parking fee, reservation fee, charge for the performance of shunting activities by locomotive 401Da (Ls-350E) and by the shunting team.
4. Charges for the minimum access to railway infrastructure connected with the performed shunting activities/parking fees are collected by the Manager once the shunting activities/parking have been performed.
5. A fee for processing of Capacity Allocation Application, and fee for the cancellation of allocated capacity the Manager charges along with the application for the cancellation of capacity allocated or after the expiry of the period in which capacity was to be utilised.
6. The Manager and Applicant/Railway Undertaking may agree on monthly settlement of the shunting fee, parking fee and a fee for delivery of shunting services using diesel locomotive 401Da (Ls-350E) and the shunting team.
7. The detailed principles for the collection of fees and charges from the Applicant/Railway Undertaking are set forth respectively in the capacity allocation agreement and in the capacity utilisation agreement.
8. The fees are not charged on the passage of railway vehicles of the Manager or the businessman acting under its order.

### **15.2 A list of effective legislation concerning the determination of unit rates:**

1. Legislation concerning the determination of unit rates:
  - Act;
  - Ordinance;
  - Commission Implementing Regulation (EU) 2015/909 of 12 June 2015 on the modalities for the calculation of the cost that is directly incurred as a result of operating the train service.

### **15.3 Types of fees charged by the Infrastructure Manager and their calculation method:**

1. Price list for the access to railway infrastructure provided by the Manager and other services defined in the Network Statement are provided in the **Appendix No. 4** to the Network Statement.
2. The price list setting the unit rates for the shunting services is subject to the approval by the President of the Railway Transport Office.

### **15.4 Capacity Allocation Application processing fee,**

1. The fee for processing of the capacity allocation application is charged to the Applicant, if pursuant to the application the capacity was not allocated or the capacity was not utilised, excluding a situation where capacity was not allocated/utilised due to the reasons attributable to Track Tec.

### **15.5 Shunting Fee**

1. The Manager collects shunting free for services performed under the minimum access to the railway infrastructure connected with the shunting activities performed.
2. The shunting fee is accrued as a product of the average travelled distance and the average rate depended on the weight of the shunting train set and category of the railway line and the

## **Network Statement of Track Tec S.A. Railway Siding in Suwalki**

adjustment factor applied to the average rate depending on the weight of the shunting train set.

3. The category of railway tracks was defined with consideration given to the speed permitted and authorised axle load. All tracks have been classified as Category 1.
4. Due to the similar technical parameters of tracks only one track category was defined – with the technical speed permitted considering the constant constraints in the range  $0 < V_{\max} < 20$  km/h and authorised axle load of 22 tons per axle.
5. The average journey distance taken for fee calculation is 2 km.
6. The planned amount of direct costs of the Manager was determined based on the estimated values.
7. The weight of the shunting train set for the calculation of unit rates was determined based on the planned status.
8. The average weight of the shunting train set was determined at the level of 2148 tons.
9. A part of the rate dependent on the traction of shunting train sets is PLN 0 per train kilometre.
10. The Manager is not currently enjoying and will not enjoy any part financing from the public funds.
11. The Manager assumes that the value of component connected with the journey type is PLN 0/train kilometre for all types of journeys.
12. The Manager withdraws from the market analysis, as referred to in § 21, par. 17 of the Ordinance.
13. Due to the failure to account for a portion of the rate dependent on the journey performed and failure to carry out market analysis, the Manager did not divide the market into individual categories.
14. The railway siding is treated as a single shunting area. At the railway siding, no more than a single locomotive may be operational at the same time. Each shunting activity implies that the overall track system of the railway siding is occupied. It was assumed that each shunting activity is performed over the average journey distance. The back and forth shunting activities shall be calculated as separate manoeuvres.

### **15.6 Parking fee**

The parking fee is determined as a product of the unit rate of the parking fee set forth in the Price List and parking duration. The fee is not charged for the initial 2 hours of parking counting from the moment of switching the engine off. If the railway vehicle was parked due to the reasons attributable to Track Tec no parking fee is charged. The parking time is calculated until the readiness to set out has been notified.

### **15.7 Shunting fee**

1. The fee for shunting services delivered using a locomotive 401Da (Ls-350E) along with the shunting team is charged at the level of unit rate determined in the Price List and duration of locomotive and shunting team utilisation. The fee is charged if the Applicant in their application has marked that the shunting activities will be performed directly by Track Tec.
2. The fee for the performance of shunting services by a locomotive 401Da (Ls-350E) and the shunting team does not include the shunting fee. In case of applying for shunting services to be delivered by Track Tec shunting team the Applicant shall pay both the shunting fee and a fee for the performance of shunting services by the shunting team.



## **Network Statement of Track Tec S.A. Railway Siding in Suwalki**

### **15.8 Reservation fee**

1. The Applicant is entitled to give up the allocated capacity or a part of it. The resignation from capacity allocation shall be performed in writing or by e-mail. In such case, Track Tec charges a reservation fee.
2. Track Tec accepts the resignation from capacity allocation counting from the date of filing the notification about resignation. Upon the Applicant's request the Manager will present the confirmation of resignation acceptance.
3. The Manager charges the reservation fee to the Applicant for the failure to utilise the allocated capacity, if the Applicant has failed to indicate a railway undertaking that would use the allocated capacity instead or the railway undertaking indicated by the applicant has failed to sign the Capacity Utilisation Agreement with the Infrastructure Manager.
4. The Manager charges the reservation fee totalling:
  - 25% of the fee for the allocated capacity to the Applicant if the Applicant has not resigned from allocated capacity or filed a resignation within less than 12 hours prior to the scheduled capacity utilisation,
  - 20% of the fee for the allocated capacity to the Applicant, if the Applicant filed a resignation from allocated capacity from 12 to 36 hours prior to the scheduled capacity utilisation,
  - 15% of the fee for the allocated capacity to the Applicant, if the Applicant filed a resignation from allocated capacity from 36 to 72 hours prior to the scheduled capacity utilisation,
  - 10% of the fee for the allocated capacity to the Applicant, if the Applicant filed a resignation from allocated capacity from 72 hours to 30 days prior to the scheduled capacity utilisation,
  - 0% of the fee for the allocated capacity to the Applicant, if the Applicant filed a resignation from allocated capacity more than 30 days prior to the scheduled capacity utilisation.
5. The Manager does not charge a reservation fee, if an emergency has occurred preventing the performance of shunting activities/parking, which could not be prevented despite acting with due diligence, and the Manager was notified forthwith about such emergency by the Railway Undertaking.
6. The Manager, Applicant and the Railway Undertaking are not liable for partial or total failure to perform obligations under Capacity Allocation/Capacity Utilisation Agreement in case of the occurrence of a force majeure event preventing the performance of such obligations. Such situation does not relieve the contracting parties from the performance of the remaining obligations, if their performance is not affected by force majeure and remains legitimate.
7. Force majeure, is understood in particular as general circumstances, which are beyond the influence of the Manager and Applicant/Railway Undertaking, that occurred due to reasons other than fault or negligence, and which prevent on objective grounds the performance of obligations under the Agreement and/or under the Network Statement, regardless of the will of the Manager/Applicant/Railway Undertaking.
8. The Manager/Applicant/Railway Undertaking, whose activities were curtailed by the occurrence of force majeure notifies forthwith the other entities about the reasons for disruption or inability to perform obligations. Such notification shall be made within a maximum 1 day from the occurrence of such circumstances.

### **15.9 Terms of payment**

1. The payment date for the shunting fee and parking fee shall be 7 days counting from the invoice date.

## **Network Statement of Track Tec S.A. Railway Siding in Suwalki**

2. The Railway Undertaking is entitled to assign liabilities under the Capacity Utilisation Agreement to the Applicant.
3. For past-due payment interest is charged.
4. On the fees, a goods and services tax is added under separate regulations.
5. The detailed terms of payment are set forth in the Agreement between the Applicant/Railway Undertaking and the Manager.

### **15.10 Financial guarantees**

1. The Manager may request the Applicant to lodge a financial guarantee on equal and non-discriminatory footing.
2. The financial guarantees may be lodged as advance payments or guarantees extended by financial institutions.
3. The detailed terms of financial guarantees are set forth in the Agreement between the Applicant/Railway Undertaking and the Manager.

### **16 Capacity allocation for more than one network**

1. As regards the Application for the capacity allocation for more than one railway network, the Applicant may file with one of the Managers to which such application applies. A copy of received application the Manager sends to the remaining Managers to which such application applies. The Manager, who has received an application, until the capacity has been allocated, works jointly with the remaining Managers, on behalf of the Applicant.

### **17 Framework Agreement**

1. The Manager does not envisage the signing of a framework agreement.

### **18 Exclusions from the scope of railway vehicle timetables**

1. The Manager does not develop train timetables, and consequently the provisions of § 27 of the Ordinance do not apply to the Manager to the following extent:
  - making changes in the train timetable;
  - implementation of the schedule of annual timetable development and making changes in the train timetable;
  - setting priorities in the timetable development phase;
  - determining the date beyond which the Manager does not allocate capacity on the grounds of applications for individual train timetable;
  - determining catalogue routes;
  - providing the Applicants with information about free capacity for the purposes of individual train timetable;
  - development of abbreviated train timetable;
  - determining the procedure for the Applicant acceptance of individual schedule.
2. In addition, the Manager:
  - does not envisage the delivery of substitute transport services;
  - does not define the principles for defining connections;
  - does not determine the threshold utilisation of the train route, which in case of a breach may lead to the loss of right to enjoy the train route;
  - does not define the level of train route utilisation giving the Manager an entitlement to refuse to allocate the train route to the Applicant over a certain section;

## **Network Statement of Track Tec S.A. Railway Siding in Suwalki**

- does not develop the procedure for making a deviation from the requirements on knowledge of the Polish language for engine drivers from other EU countries with reference to railway lines or sections covering border crossings with the European Union states neighbouring with the Republic of Poland;
- does not develop the procedure for developing repair schedules.

### **19 Performance of the Capacity Allocation and Utilisation Agreement**

#### **19.1 Rights and Obligations of the Manager**

1. Organises the journeys of shunting train sets in compliance with the principles and conditions for traffic control as set forth in the internal rules, with the application of additional terms and conditions as set forth in the Capacity Allocation Agreement.
2. Takes care for the technical condition of available infrastructure and efficiency of individual railway infrastructure components.
3. Notifies the Applicant/Railway Undertaking about the occurred events concerning the available infrastructure, which apply to the Railway Undertaking's railway vehicles, or the events having impact on the performance of Capacity Allocation/Utilisation Agreement, and if reasonable, it puts railway traffic on hold or limits it.
4. Collects fees specified in the Price List, the Manager, in case of a delay of payment of due Track Tec liabilities, past due more than 21 days, may put giving access on hold following the principles as set forth in the Capacity Allocation/Utilisation Agreement.
5. Notifies the Railway Undertaking/Applicant about constraints in the access to the available railway infrastructure.
6. Enables the Railway Undertaking personnel, holding valid documents listed in the Railway Siding Operating Regulations, to enter the site of the available infrastructure.
7. Keeps a register of performed shunting activities and parked railway vehicles, which comprises, at least, Railway Undertaking data, number of Capacity Allocation Agreement, number of Capacity Utilisation Agreement, start and end date and time for performing manoeuvre, start and end date and time of parked vehicles.
8. May request from the Applicant/Railway Undertaking explanations about the method of performance of the Capacity Allocation/Utilisation Agreement, when there are grounds to suspect a breach of the Agreement and a threat to the safety of people or property.
9. Gives to the Railway Undertaking personnel binding orders concerning safety and traffic control.
10. Notifies the Railway Undertaking about amendments to the internal rules effective on the infrastructure site, representing legal grounds for the performance of the Capacity Utilisation Agreement.
11. Is entitled to remove at the expense of the Railway Undertaking, any surplus of the loading activities, if the Railway Undertaking failed to do that despite being called.
12. Is entitled to remove a railway vehicle, devices, equipment, Railway Undertaking materials, at its expense, if 7 days from termination/expiry of the Capacity Utilisation Agreement have elapsed, if despite a being called the Railway Undertaking fails to perform the requested actions.
13. Is entitled to set process recesses and notifies Railway Undertaking/Applicant, if concern exists that the process recess may have an impact on the performance of the Capacity Utilisation Agreement.

## **Network Statement of Track Tec S.A. Railway Siding in Suwalki**

### **19.2 Controls performed by the authorised Track Tec personnel**

1. The Manager is entitled to perform controls, concerning the railway vehicles and personnel of the Railway Undertaking, to safeguard safe and ex lege traffic management.
2. The Track Tec personnel members, holding personal authorisations, are entitled to perform controls referring among other things to: holding of a valid licence and driver certificate by the Railway Undertaking personnel, braking system test sheet, hard copy of written orders, radio in working order, signalling aids (e.g. trumpet or whistle, yellow weathercock, a flashlight with white and red colours), technical efficiency certificate.
3. The Manager notifies the Railway Undertaking about the outcome of controls.
4. The Manager is entitled to ban an entry to the railway siding, to perform a manoeuvre or to park railway vehicle of the Railway Undertaking due to the failure of such railway vehicle, or operational personnel failure to comply with the requirements set forth in relevant legislation, Network Statement, Railway Siding Operating Regulations, Internal Rules, and the Capacity Utilisation Agreement.

### **19.3 Rights and Obligations of the Railway Undertaking**

1. Shall not transfer rights under Capacity Utilisation Agreement to another entity.
2. Is liable for the condition and efficiency of operated railway vehicles.
3. Ensures compliance with rules and conditions of traffic control on the available infrastructure, relevant legislation and in the internal rules of the Manager and the performance by the Railway Undertaking personnel of the orders given by the authorised Manager personnel concerning the safety and traffic control.
4. Equips their personnel involved in the railway infrastructure utilisation process with all the necessary documents and instruments.
5. Hires, for the delivery of transport services, only and exclusively eligible persons complying with the requirements as set forth in the Act and secondary legislation enacted thereunder.
6. It notifies forthwith the Manager about railway incidents, connected directly with their railway vehicle, which occurred in the Manager's railway area and about all the noticed situations that represent or may represent any risk for traffic safety and continuity, and also a risk for the human and property safety.
7. Will document qualifications and licences of Railway Undertaking personnel and technical efficiency of railway vehicles used for haulage, through the presentation of originals or certified true copies, unless the Manager has made such request.
8. Removes loading activity surplus, rights after its completion and takes the necessary actions.
9. Secures the railway vehicles put aside on a railway siding against inadvertent starting or theft of the vehicle. The Manager is not liable for theft, destruction of railway vehicles, equipment, materials and devices.
10. Right after termination/expiry of the Capacity Utilisation Agreement it removes its railway vehicles, equipment and devices. In case of failure to perform this obligation, the Railway Undertaking covers the costs of the removal of such things.
11. Requests from the Manager explanations about the method of performance of the Capacity Utilisation Agreement when there are grounds to suspect a breach of the Agreement and a threat to the safety of people or property.

## Network Statement of Track Tec S.A. Railway Siding in Suwalki

12. Is fully liable for events and incidents that happen with their involvement or collaborating entities at the available infrastructure.
13. It is in the possession of funds to pay liabilities vis-à-vis the Manager under the Agreement.
14. Represents that it is entitled to receive VAT invoices and authorises Track Tec to issue VAT invoices without its countersignature.

### 20 Operational procedure if an event has happened on the available infrastructure site

1. Should an event or potentially dangerous situation occur on the available infrastructure site, the Track Tec and Railway Undertaking personnel shall comply with the provisions of the Ordinance of the Minister of Infrastructure and Construction of 16 March 2016 concerning serious accidents, accidents and incidents in railway transport, Network Statement and Railway Siding Operating Regulations.
2. The Railway Undertaking or a Track Tec personnel member who was an eyewitness of an event is personally liable, and if not possible, via other persons, to notify forthwith the Manager about the event (using all available measures).
3. If possible while notifying about the event please specify its place, time, description and effects. Having no possibility of providing some of the pieces of information listed hereinabove does not represent grounds for a delay of a notification.
4. If a man has been killed or injured by the railway vehicle, then such vehicle should be stopped. If necessary, the personnel will be obliged first to organise first aid and to call an ambulance.
5. The Manager who was notified about the event is obliged, depending on the effects and circumstances of the event: to **immediately close the tracks**, where roadblocks for traffic were created, **stop the approaching shunting train set** on a neighbouring track, if the occurred event represents a risk, including potential **sending of "Alarm" signal, and notify** forthwith the **Emergency Call Centre** (ph. 112) specifying, if possible, information about:
  - type of event and approximate number of injured,
  - people trapped in a damaged vehicle or no access to them,
  - fire or explosion or a risk of fire or explosion,
  - collapse or flooding with water of civil structure,

**notify other entities about the event**, whose railway vehicles, infrastructure or personnel were involved in the event.

In case of a risk of major failure with the involvement of dangerous goods, notify about the event to the Head of Province via the Provincial Emergency Management Centre and relevant regional command post of the Commander of the State Fire Services specifying the following information:

- event site,
- information allowing to identify dangerous goods, supplemented with the name of dangerous goods in accordance with the name specified in the shipping documents,
- type of railcar and size of packaging,
- type of damage,
- type of other dangerous goods located within the failure range,
- safe and convenient access roads,
- surname and phone number of the notifying person.

## **Network Statement of Track Tec S.A. Railway Siding in Suwalki**

6. The Manager who was notified about the emergency shall notify about it:
  - the members of the railway committee on the part of Railway Infrastructure Manager;
  - the Chairman of the State Railway Accident Investigation Committee;
  - field unit of the Railway Transport office in Warsaw (tel. 572 591 121) .
7. Notification about the event shall be communicated no later than before the expiry of 24 hours from the moment it was found out.
8. Information about the individual actions taken should be recorded in the kept documentation.
9. The Manager and Railway Undertaking shall work jointly to minimise the impact of the accident, to remove any damage, notify relevant bodies, explain its root causes and estimate property losses. If necessary, they also work jointly while giving a helping hand to the victims and they should also contribute to restore traffic.
10. The Parties shall set up a joint railway committee, which runs the investigation on the event, pursuant to the requirements set forth in the Ordinance of the Minister of Infrastructure and Construction of 16 March 2016 concerning serious accidents, accidents and incidents in railway transport.
11. The interested parties make claims on their own relation to the events or potentially dangerous situations, as referred to in par. 1, which was not due to Track Tec's fault.

### **21 Operational procedure in case of operational disruption of the available infrastructure**

1. In the event of the operational disruption of the available infrastructure, the Railway Undertaking is held liable for disruptions, which occurred due to its fault.
2. The Manager shall withhold or limit traffic overall or a part of available infrastructure if traffic safety or human/property safety are at risk.
3. The Manager shall notify forthwith, about the occurred disruption, all Railway Undertakings that signed Capacity Utilisation Agreements, if the occurred disruption may have an impact on the performance of agreement signed with them. If necessary, the Manager shall also notify the Applicant, with whom it signed a Capacity Allocation Agreement, if due to the occurred disruption the Agreement performance pursuant to the application filed by the Applicant is at risk.
4. The Manager undertakes all possible actions to remove the impact of operational disruption of the available infrastructure and to restore as quickly as possible the traffic using the available infrastructure.
5. If reasonable, the Manager may remove railway vehicle from the track. Such actions are taken at the expense of the Railway Undertaking.
6. The Railway Undertaking shall cover the documented costs of measures taken to secure continuity and safety of railway traffic to eliminate the impact of events or potentially dangerous situations caused by the reasons attributable to the Railway Undertaking.
7. In case of detection of failure or a railway vehicle which is out of order, the Manager notifies the Railway Undertaking and refuses to perform shunting activities on the available infrastructure.
8. Once the malfunctions have been removed and the infrastructure/equipment has been checked by Track Tec personnel, the Manager gives the Railway Undertaking the access to infrastructure under the proviso that free capacity is available. Failure to perform the Agreement or performance of the Agreement on another date does not represent default or

## **Network Statement of Track Tec S.A. Railway Siding in Suwalki**

non-performance of the subject of the Agreement by the Infrastructure Manager, nor may it not represent grounds for the Railway Undertaking to lodge claim for damages.

9. The same measures, as indicated in paras. 7 and 8, should be taken if the maximum permitted axle load has been found out or the gauge has been exceeded.

### **22 Business units designated for cooperation**

1. On the part of Track Tec, the business units authorised to maintain day-to-day business contacts are as follows:
  - With regard to operation and traffic management, including the occurrence of events with significance for maintaining traffic safety and continuity, and also human, property or environmental safety: Mr Wojciech Korzun, tel.: 664 000 593, e-mail: w.korzun@tracktec.eu,
  - With regard to the performance of Capacity Allocation Agreement and Capacity Utilisation Agreement and to the mutual settlement of accounts: Mr Wojciech Korzun, tel.: 664 000 593, e-mail: w.korzun@tracktec.eu.
2. The Manager designates Mr Wojciech Korzun, tel.: 664 000 593, e-mail: w.korzun@tracktec.eu, who notifies about any modifications of the technical and operational parameters of railway infrastructure, to which capacity was allocated, including works-related constraints, introduced speed limits, other operational constraints, malfunctioning of railway traffic and communications control equipment as well as rolling stock control and diagnostic equipment.
3. The parties shall communicate forthwith to each other in writing about each and every change of business units, as referred to in paras. 1 and 2, as well as about each and every change of the corporate seat address and service address, under the pain of recognising the notification/delivery of correspondence at the last indicated address to be effective, i.e. having legal effect.
4. The change of business units, as referred to in paras. 1 and 2 hereinabove, does not represent a change of the Agreement.

### **23 Final provisions**

#### **23.1 Consultations with the applicants**

1. The coming into force of the Network Statement was preceded by the consultations with the Applicants that involved: (1) publication of the Draft Network Statement on the website at: [www.tracktec.eu](http://www.tracktec.eu), (2) sending by post or by e-mail of information to the applicants about an option of providing feedback on the Draft Network Statement within 7 days from the e-mail message dispatch date, (3) publication on the above website a specification of the provided feedback on the Draft Network Statement with information about the method of their consideration and justification in case of their rejection, and (4) publication on the website of the Network Statement after incorporation/rejection of applicants' feedback.
2. The Network Statement comes into force upon its publication on the website at [www.tracktec.eu](http://www.tracktec.eu).

#### **23.2 Amendment procedure**

1. The draft changes, updates of the Network Statement (with the clearly defined scope of planned changes) will be published on the website at [www.tracktec.eu](http://www.tracktec.eu) within a minimum of 14 days prior to the effective date of changes and updates. In the period between the Draft publication and effective date of the Network Statement, the applicants may provide their feedback and objections to proposed changes in writing or on the phone.

## **Network Statement of Track Tec S.A. Railway Siding in Suwalki**

2. The Manager notifies the applicant or the Railway Undertaking, respectively, in writing or via e-mail about all the amendments to the Network Statement and to the Railway Siding Operating Regulations and to the internal rules that have an impact on the performance of Capacity Allocation Agreement or Capacity Utilisation Agreement.

### **23.3 Information**

1. Any information and explanations concerning the content of the Network Statement as well as feedback and objections may be provided via phone at the number: 32 66 11 000 and by e-mail at: info@tracktec.eu. At the phone number and e-mail address given hereinabove, it is also possible to order a hard copy of the Network Statement.

### **23.4 Appendices**

The Appendices referred to in the Network Statement represent integral part of it.

Appendices to the Network Statement:

Appendix No. 1 – Network Statutes

Appendix No. 2 – Schematic Diagram

Appendix No. 3 – Specimen Capacity Allocation Application

Appendix No. 4 - Price List



## Network Statutes of the Railway Infrastructure Manager along with the Statutes of the Service Infrastructure Facility.

Track Tec S.A., being a Railway Infrastructure Manager, pursuant to Art. 5, par. 2a and Art. 36a of the Railway Transport Act (Journal of Laws of 2017, item 2117) defines this Network Statutes for the railway infrastructure under its management in Suwalki and Goczalkowo:

### Railway Infrastructure in Suwalki

Railway infrastructure located in Suwalki, branching off from the station track No. 1 by means of Turnout No. 6 at PKP PLK S.A.'s station called "Papiernia" (Paper Mill) at 37,634 km on the Olecko – Suwalki Railway Line No. 39.

#### **assigns the railway status.**

The access to track Nos. 39, 49, 55, 110, 112, 114 and 116 and turnout Nos. 15, 100, 101, 102, 110, 111, 112, 113, 114, 115 and 116

#### **is provided to the Railway Undertakings**

following the principles laid down in the Section 6 of the Railway Transport Act.

Track Nos. 41, 43, 45, 47 (from the end of Turnout No. 101 to the buffer stop), 51 and 53, intermediate straight track between Turnout Nos. 103 and 104 and Turnout Nos. 103, 104, 105 and 106 being a part of the railway siding

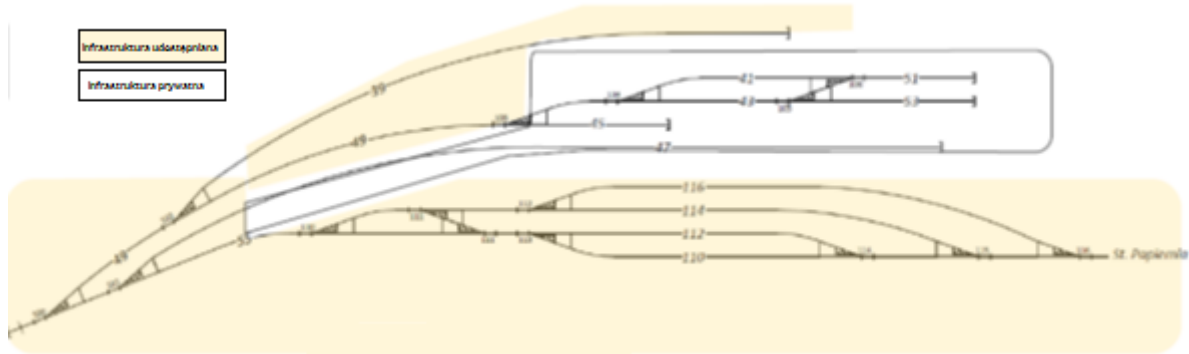
#### **represent private infrastructure**

and are used only and exclusively to the benefit of Track Tec S.A.

Track Nos. 100, 101, 103 and 105 and Turnout Nos. 107, 108 and 109

#### **represent idle infrastructure.**

### Schematic diagram of Railway Siding



PL	EN
Infrastruktura udostępniana	Available infrastructure
Infrastruktura prywatna	Private infrastructure

Application No. ....../201....

for capacity allocation to the generally available infrastructure located at the Railway Siding of Track  
Tec S.A. in Suwalki

<b>1. Application type</b>	<input type="checkbox"/> First application <input type="checkbox"/> Consecutive application <input type="checkbox"/> Application modification  <i>If it is the first application to be filed, please attach to it the appendices referred to in Section 11 of the Application. If you file a modification to the Application, complete Section 11.</i>					
<b>2. Impact Information</b>	Date:		Time:			
	Application receiving person:					
<b>3. Applicant data</b>	Company:					
	Address:					
	Tax ID (NIP) No.		Regon Statistical No.:		National Court Register (KRS) No.:	
	tel.:					
	Contact person:	<i>Please specify the first name, surname, e-mail address and phone no. of the contact person for any matters related to the infrastructure utilisation.</i>				
<b>4. Capacity Utilisation Agreement data</b>	Agreement No.:		Agreement Date:			
<b>5. Data of the entity performing shunting activities/ parking</b>	Railway Undertaking data:					
	Contact person:					
	Remarks:	<i>Information: if there are more railway undertakings, please provide data of such undertakings.</i>				
<b>6. Does the Application apply to the delivery of shunting services by Track Tec?</b>	<input type="checkbox"/> YES <input type="checkbox"/> NO					

<b>7. Application type</b>	<input type="checkbox"/> Application for capacity allocation to enjoy shunting services <input type="checkbox"/> Application for capacity allocation to enjoy parking of shunting train sets  <i>If you file an Application for capacity allocation to perform shunting activities, please complete Section 7 of the Application.</i> <i>If you file an Application for capacity allocation to perform parking activities, please complete Section 8 of the Application.</i>	
<b>8. Shunting data</b>	Purpose of shunting activity:	
	Place:	
	Type of shunting activity:	
<b>9. Parking data</b>	Parking place:	
	Start date:	<i>Please specify the date using the DD/MM/YYYY format and full hour.</i>
<b>10. Capacity allocation date</b>	End date:	<i>Please specify the date using the DD/MM/YYYY format and full hour.</i>
	Type and series of vehicle:	
<b>11. Railway vehicle data</b>	Vehicle type:	
	No. of vehicles:	
	Gross weight:	
	Application No.:	
<b>12. Application modification</b>	Application date:	
	Scope of modification:	
	New data:	
	New data:	
<b>13. Representations</b>	<ol style="list-style-type: none"> <li>1. I represent that the personnel who will be involved in the operation of generally available infrastructure comply with the requirements laid down in the Railway Transport Act (Journal of Laws of 2016, item 1727 as amended) and with the secondary legislation enacted thereunder.</li> <li>2. I represent that the railway vehicles designated for the utilisation of generally available infrastructure comply with the requirements laid down in the Railway Transport Act (Journal of Laws of 2016, item 1727 as amended) and with the secondary legislation enacted thereunder.</li> </ol>	
<b>14. Appendices</b>	<input type="checkbox"/> Rail Transport Service Licence <input type="checkbox"/> Safety Certificate of Railway Undertaking <input type="checkbox"/> Safety authorisation giving entitlement to offer rail transport services using railways, referred to in Art. 17 paras. 2 and 3 of the Act. <input type="checkbox"/> Other: .....	
<b>Signed by Applicant</b>	<b>Manager consent to</b>	

*Appendix No. 3 to the Network Statement of Track Tec S.A –  
Railway Siding in Suwalki*

	<i>To be completed by the Manager</i>
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## PRICE LIST

### Determining of the unit rate for shunting fee

The unit rate for shunting fee was calculated using the following formula:

$$P_{man} = \frac{K_{bez}}{E}$$

$$P_{man} = \text{PLN } 62.08/\text{train km}$$

At the determined constant average journey distance  $L_{sr} = 2\text{km}$  the shunting fee is as follows:

$$P = 62.08 \times 2 = \text{PLN } 124.16 \text{ zł/shunting operation}$$