

# POLICY : APPLICATIONS OF DEVELOPMENTS IMPACTING ON SARCC PROPERTY AND SERVICES

Item PT 81--2001      APPLICATIONS OF DEVELOPMENTS IMPACTING ON SARCC PROPERTY  
CM 29.11.2001      AND SERVICES

## RESOLVED:

1. **That** the Policy/Procedure document received from the South African Railway Commuter Corporation (SARCC) on the handling of applications for developments in the CLOSE proximity of existing or planned SARCC property and railway lines **BE NOTED**
2. **That** the Service Delivery Centres **BE INFORMED** of this policy and procedure
3. **That** the Service Delivery Centres **BE REQUESTED** to adhere to the above! mentioned policy where applicable.
4. **That** the SARCC **BE REQUESTED** to inform Council of all their planned developments.

## APPLICATIONS OF DEVELOPMENTS IMPACTING ON SARCC PROPERTY AND SERVICES

SI 412151 SI 4/4/0

### PURPOSE OF REPORT

To submit the new policy adopted by South African Rail Commuter Corporation (referred to as SARCC) with regards to the handling of applications for developments in the close proximity of existing or planned SARCC property for information.

### BACKGROUND

This department recently received a letter from the SARCC informing Council with regard to an internal policy procedure that was adopted by SARCC with regard to the handling of applications for developments in the close proximity of existing and planned SARCC property. Attached find as Annexure A, their letter and policy/procedure document.

### MOTIVATION

The detail of the procedure/policy is discussed in the SARCC's letter. This report will therefore only focus on the matters that will have an influence on this Portfolio.

According to the attached policy all township and industrial developments within a 5-kilometre radius of existing or planned commuter railway assets must be submitted to the SARCC Co-ordinator for their comments, as contained in the attached Annex The City Planning Division of the Portfolio Local Economic Development Tourism, Development Planning and Environment normally deals with this matter. It is their responsibility to obtain the comments of all relevant role-players with regard to all such applications. A copy of the attached letter was therefore sent to the Interim Head of Department for that Portfolio for his information. What is important of this statement is that Transportation Planners in the Administrative Units should take note of this fact and in their comments on such applications ensure that integrated transportation planning is achieved. This implies that the City Planners and the Transportation Planners should be aware of all future planned SARCC developments, placing a burden on the SARCC to inform Council, and the Administrative Units of such planning

According to the attached policy/procedure it is also required by SARCC that all road planning and developments of services within 1 kilometre of any existing or planned SARCC railway line or property be submitted to the SARCC Co-ordinator for comments. This part of the policy is more relevant to this Portfolio. This department has in principle no objection to such a policy/procedure, as it will in this department's view ensure an integrated approach to development. It is however important to note that it is as important for SARCC to inform Council's of their planned developments as it is for Councils to inform SARCC of such developments.

This will be the only way in which proper integrated planning can be ensured and whereby proper approval structures for service's crossing each other's networks are secured. This part of the policy is as relevant to the Portfolio Municipal Infrastructure as to this Portfolio. A copy of this letter was therefore also submitted to the Interim Head of Department for that Portfolio.

Important to note is that all costs associated with any application are to be borne by the applicant. Any work done by Council in and around SARCC railway lines and property might have a cost implication to Council. Officials therefore need to acquaint themselves of the attached policy/procedure and do provide for such cost in their projects.

**RECOMMENDATION**

1. **That** the Policy/Procedure document received from the South African Railway Commuter Corporation (SARCC) on the handling of applications for developments in the CLOSE proximity of existing or planned SARCC property and railway lines **BE NOTED**
2. **That** the Service Delivery Centres **BE INFORMED** of this policy and procedure
3. **That** the Service Delivery Centres **BE REQUESTED** to adhere to the above! mentioned policy where applicable.
4. **That** the SARCC **BE REQUESTED** to inform Council of all their planned developments.



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Chief Executive  
 Khayalami Metropolitan Council  
 Private Bag X017  
**KEMPTON PARK**  
 1620

10 May 2001

ATTENTION :

***APPLICATIONS OF DEVELOPMENTS IMPACTING SARCC PROPERTY AND SERVICES***

The SARCC has now implemented an internal policy procedure, on the handling of applications for developments, in the close proximity of existing or planned SARCC property and this letter serves to inform you of the procedure to be followed in such events.

You are required to submit proposals of developments for the comments of the SARCC, as follows:

All Township or Industrial developments, within 5 km of any existing or reserved commuter railway asset. Developments outside the 5 km radius should be referred to the Senior Manager, Strategic Network Development of this office as is the procedure presently.

All road planning and developments of services such as pipelines, cables, power lines, etc. above or underground, that is within 1 km of any existing or planned SARCC railway line or property.

It has been realised since the SARCC was established in 1990, that confusion often exist regarding the difference between the SARCC and Spoornet. To explain this in detail would add to the confusion, and therefore the following concise clarification on this matter is given:

- SARCC - Owns all railway lines that is used primarily for commuter traffic.
- Spoornet - Owns all railway lines that is used primarily for goods traffic  
(Transnet)

Where uncertainty about a specific line still exist, either party will be able to assist.

The SARCC is managed on the four geographical areas of Southern Gauteng (Wits), Northern Gauteng (Pretoria), Western Cape and Kwa-Zulu Natal.


The SARCC has divided its functions into two areas and uses the following companies to perform it:

- Intersite, as the agent of the SARCC, manages all of its property; and
- Metrorail, a division of Transnet, has been contracted to operate the commuter services and maintain all assets.

It is, therefore, required of you to submit all applications for developments to the relevant Regional Manager of Intersite, who will thereafter manage the internal process and reply to you on behalf of the SARCC. The particulars of the contact persons within the regional Intersite offices are attached as Annexure "C" to the SARCC's POLICY DOCUMENT outlining the process of handling of applications, a copy of which is attached for your information.

If you need clarity on any of the issues outlined in the POLICY DOCUMENT, feel free to contact Jan van Rensburg on telephone (011) 804-2900 x 267, fax (011) 804-3879.

Yours Faithfully



**MJZ MALEPE**  
SENIOR MANAGER (INFRASTRUCTURE)  
ASSET MANAGEMENT AND DEVELOPMENT

# SA RAIL COMMUTER CORPORATION

## Policy for handling applications for proposed developments or facilities which might have an impact on existing or planned commuter railway assets

### SYNOPSIS

This document describes the policy for handling applications for the utilisation of existing or planned commuter railway assets for any purpose such as the crossing by roads, above ground or underground services or any development which might have an impact on such assets. It also describes the responsibilities of the various role players.

### 1. DEFINITIONS

**Note:** Words in italics in this document reflect terms for which definitions exist.

Agreement: The contract entered into between the Applicant and the Railway Agency, for the utilisation of the commuter railway property for specified purpose/s.

Applicant: The institution (including the Railway Agency, its subsidiaries and appointed contractors), or his agent applying to use the relevant commuter railway assets for a specified purpose.

Assets: All fixed assets managed by the Railway Agency, including land, railway track structure, overhead lines and structures, cables, signalling system and buildings.

Close proximity: Close proximity is defined as follows for different types of applications:  
 Developments — within 5 km of any existing or reserved commuter railway asset.  
 Facilities - up to 1 km away from any existing or reserved commuter railway asset.  
 Single structures — the height of the structure plus 3 m from the boundary' of the commuter railway property.

Commuter Railway Agency: The agent appointed by the Government to control the commuter railway assets, and to ensure the provision of commuter rail transport services countrywide. (Presently the SA Rail Commuter Corporation).

Development/s: Any land or property development proposals.

Facilities: All roads, railway lines and aerial or sub-surface pipelines, cables, transmission lines, communication lines and conveyors as well as bridges for these services.

Infrastructure: All assets excluding land.

Maintenance Contractor (Concessionaire): The party/ies appointed by the Commuter Railway Agency to maintain the assets of the relevant railway, line.

Operating Contractor (Concessionaire): The party/ies appointed by the Commuter Railway Agency to operate the commuter service over the relevant railway line.

“Process” Co-ordinator: The party appointed by the Commuter Railway Agency, to co-ordinate applications for permission to utilise the assets or future assets in a specified geographical area, within which the relevant railway infrastructure falls (hereinafter referred to as Co-ordinator).

Property Management Contractor: The party/ies appointed by the Commuter Railway Agency to manage the property portfolio of the relevant line (hereinafter referred to as Property Contractor).

Site: The area of commuter railway land and the assets on it affected temporarily by the proposed works.

Specialist Consultant: Any consultant with the relevant Railway Engineering expertise appointed by any party after nomination by the Commuter Railway Agency to perform tasks such as designing of changes to infrastructure.

## 2. GENERAL RESPONSIBILITIES OF ROLE PLAYERS

2.1 Applicants should refer all development proposals (including internal proposals) in close proximity of existing or planned rail commuting property, to the Commuter Railway Agency for comments and/or approval.

2.2 To prevent fruitless expenditure, it is the Applicant 's responsibility to approach the Commuter Railway Agency through the Co-ordinator at all of the following project stages:

Planning:-	for approval in principle by means of a locality plan.
Preliminary design:-	for the basic requirements set with approval of the site plan.
Detail design: -	for the Site specific requirements on approval of working drawings.
Construction: -	for the requirements in respect of site occupation and supervision.

2.3 Addresses of the various Co-ordinators are included in Annexure C.

2.4 The Co-ordinator should obtain the comments and approvals of all relevant role players in their specific field of responsibility for each application at the above project stages, and as described in 3 below. He should communicate combined comments to the Applicant.

2.5 The Co-ordinator should ensure that moneys payable by the Applicant are received and distributed to the various role players i.t.o. their specific contracts with the Commuter Railway Agency.

2.6 The Property Contractor should compile and manage the Agreement. The Coordinator should ensure that it is signed by the Applicant prior to any activities on site.

## 3. INTERACTION BETWEEN ROLE PLAYERS

The interaction between the various role players is indicated diagrammatically in Annexure A1.

The interactions are described separately for the various stages in Annexure A2.

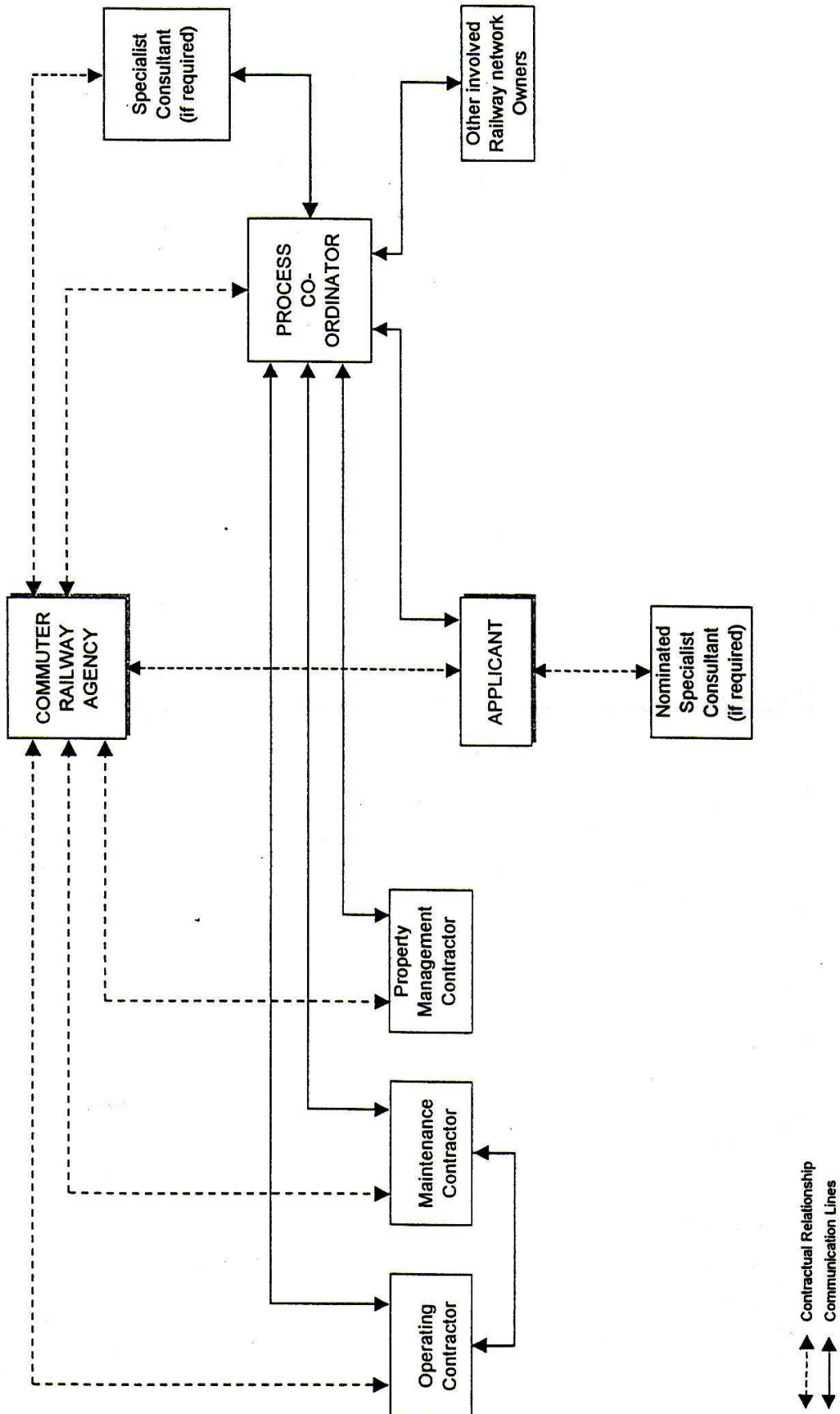
#### **4. COST IMPLICATIONS**

The principle of this policy is that no additional costs to the Commuter Railway Agency or its Contractors be accepted, due to any application by an Applicant. All such costs are to be borne by the Applicant, and these costs are generally as outlined in Annexure B 1.



ANNEXURE A1

INTERACTION BETWEEN ROLE PLAYERS



## ANNEXURE A2

**INTERACTION BETWEEN ROLE PLAYERS FOR THE VARIOUS STAGES****A2.1 PLANNING STAGE**

- (a) The Applicant applies for approval in principle by submitting the locality plan.
- (b) The Co-ordinator obtains the conditions for approval in principle from the Commuter Railway Agency. The Maintenance Contractor, Operating Contractor and Property Management Contractor state any reason why approval in principle cannot be given.
- (c) The Co-ordinator states in the reply, the required approval fee before any further inputs on approval will be given(see detail in item 4 of Policy). The fee is payable by the Applicant for the cost of the total approval process described in items A2.1 to A2.4.

**A2.2 PRELIMINARY DESIGN STAGE**

- (a) The Applicant submits the site plan for approval.
- (b) The Commuter Railway Agency checks whether the requirements for future infrastructure have been allowed for.
- (c) The Maintenance Contractor and the Operating Contractor set the basic requirements for the specific location.

The Maintenance Contractor indicates any temporary or permanent changes to infrastructure that may be required. The Commuter Railway Agency then nominates a Specialist Consultant (to be appointed by either the Applicant or the Commuter Railway Agency), to manage the execution of these changes.

The Maintenance Contractor hereafter comments on all designs related to infrastructure changes on behalf of the Commuter Railway Agency.

- (d) The Property Management Contractor sets his basic requirements for land utilisation at the specific location.

**A2.3 DETAIL DESIGN STAGE**

- (a) The Applicant submits working drawings for approval.
- (b) The Maintenance Contractor and the Operating Contractor set their detailed requirements in addition to that in A2.2, and compile and submit to the Co-ordinator estimates of costs as follows:
  - (i) The Maintenance Contractor - his costs of protection of trains and involvement of his staff during construction.

- (ii) The Operating Contractor - his costs relating to the change..in train operations by allowing occupations and the involvement of his staff on site.

They also set conditions for payment of the above costs.

- (c) The Specialist Consultant, when appointed by the Commuter Railway Agency, compiles estimates for infrastructure changes and submit these to the Co-ordinator.
- (d) The Properly Management Contractor sets any requirements, in addition to that in A2.2. He prepares the draft agreement for the utilisation of the Commuter Railway Agency's land and submit it through the Coordinator to the Applicant.
- (e) The Co-ordinator informs the Applicant of the total estimated cost of all parties during the construction stage, and ensures that this money as well as the required site deposit as detailed in item 4.4 of the Policy, is paid prior to the commencement of construction on site.

#### **A2.4 CONSTRUCTION STAGE**

- (a) The Applicant applies for entering the site and the necessary occupations of railway lines.
- (b) The Co-ordinator arranges for the signing of the agreement mentioned in item A2.3(d) prior to the commencement of construction on site. The Applicant also signs the Safety Case document required i.t.o.. Act 85 of 1993 prior to entering the site.
- (c) The Maintenance Contractor provides a liaison officer to facilitate activities on site and to assist with occupation arrangements with the Operating Contractor, and arranges formal site hand-over to the Applicant.
- (d) The Co-ordinator ensures that all amounts of money for construction costs of the various role players are reconciled and paid.
- (e) The Maintenance Contractor takes over the site from the Applicant after construction, on behalf of the Commuter Railway Agency.
- (f) The Co-ordinator ensures that as-built drawings are obtained from all relevant parties and that these are accepted by the Maintenance Contractor and that the Maintenance Contractor is satisfied with the site. The Co-ordinator then releases the site deposit to the Applicant.

## ANNEXURE B1

**COST IMPLICATIONS****B1.1 APPROVAL FEES**

Fees are payable by the Applicant to cover the costs of the various role players in the approval process.

The magnitude of these fees for various types of applications is given in Annexure B2.

**B1.2 CONSTRUCTION RELATED COSTS**

The cost of the various role players for their inputs during the construction phase is payable by the Applicant. These costs will be calculated by each role player for each application and a combined cost and conditions of payment communicated to the Applicant by the Co-ordinator.

**B1.3 INFRASTRUCTURE CHANGES**

The Applicant is responsible for the cost of any temporary or permanent infrastructure changes required to accommodate the proposed facilities on the site.

**B1.4 SITE DEPOSIT**

A refundable deposit as per Annexure B2 is payable by the Applicant to ensure:

- that the site is left in an acceptable state after construction and that all requirements have been met;
- that altered infrastructure is finally handed over without faults;
- that required as-built plans are delivered.

**B1.5 WAYLEAVE COSTS**

In addition to the above costs, the Applicant may be required to pay a periodical amount for the long term use of the commuter railway land. The cost implication of this will be included in the Agreement.

## ANNEXURE B2

## PRESCRIBED FEES FOR APPROVAL PROCESSES AND SITE DEPOSITS

DESCRIPTION	APPROVAL FEE (EXCLUDING VAT)		SITE DEPOSIT
		R	R
Service crossings	Minimum	1 000	2 000
	Maximum	12 000	5 000
Bridge crossings	Fixed	35 000	15 000
Single structures	Minimum	1 000	2 000
	Maximum	9000	5 000
Township developments and routes	Minimum	1 000	-
	Maximum	5 000	
Private sidings	Fixed	10 000	5 000

## ANNEXURE C

**Addresses of Co-ordinators**

1. Witwatersrand area in Gauteng:

The SARCC  
 C/o The Co-ordinator  
 Mr Philip Kotze                      Tel. (011) 221-2501                      Fax. (011) 333-6018  
 P O Box 2307  
 JOUBERT PARK 2004

2. Pretoria area in Gauteng:

The SARCC  
 C/o The Co-ordinator  
 Mr Bennie Oosthuiien                      Tel. (012)320-8608                      Fax. (012)320-8602  
 P O Box 29953  
 SUNNYSIDE 0132

3. Durban area:

The SARCC  
 C/o The Co-ordinator  
 Mr Kavesh Singh                      Tel. (031)305-8756                      Fax. (031)305-8765  
 P O Box 51324  
 Musgrave Road 4062, DURBAN

4. Western Cape area, as well as Port Elizabeth and East London areas:

The SARCC  
 C/o The Co-ordinator  
 Mr Deon Scheepers                      Tel. (021)419-5453                      Fax. (021)419-5499  
 P O Box 1039  
 CAPE TOWN 8000

5. All other areas:

The SARCC  
 C/o The Co-ordinator  
 Mr Jan van Rensburg                      Tel. (011)804-2900                      Fax. (011)804-3 879  
 Private Bag X2  
 SUNNINGHILL 2157