

**Network Statement**  
**for the railway network managed by**  
**PKP Szybka Kolej Miejska w Trójmieście Sp. z o.o.**  
**for the timetable 2023/24**



**Gdynia 2023**

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## INTRODUCTION

The provisions of this Network Statement, developed under Art. 32 section 1 of the Railway Transport Act of 28 March 2003 and its implementing acts, including those based on the Regulation of the Minister of Infrastructure and Construction of 7 April 2017 regarding the provision of railway infrastructure, specify the rules for delivering managed infrastructure and service facilities connected to the railway network remaining under the management of PKP Szybka Kolej Miejska w Trójmieście sp. z o. o., including in particular:

- 1) conditions of use of the provided railway infrastructure;
- 2) characteristics of the railway infrastructure intended to be made available and information about the conditions of access to it;
- 3) the scope of services related to the provision of railway infrastructure and their conditions assurances;
- 4) procedure for submitting and examining applications for the allocation of capacity;
- 5) price list referred to in Art. 33 section 13 of the Railway Transport Act.

The overriding principle is a non-discriminatory treatment of all railway undertakings.

### § 1

#### Definitions and abbreviations

For this Network Statement, the following definitions and abbreviations shall apply:

- 1) **applicant** - a railway undertaking, an international cluster of business interests, including railway undertakings or a different entity interested in obtaining capacity, especially an organizer of public railway transport, a freight forwarder, and a combined transport operator [as defined in Article 4 point 9b of the Act];
- 2) **cyclical timetable**: a timetable for a group of trains under the definition established in § 2 point 1 of the Regulation;
- 3) **business day** - each day from Monday to Friday inclusive and excluding public holidays;
- 4) **railway infrastructure** – elements specified in Annex 1 to the Act;
- 5) **IRJ** – an ad-hoc timetable, as construed under § 8 of the Regulation;
- 6) **schedule for developing and changing the train timetable** - a document setting the deadlines for performing individual tasks in the scope of preparation of the Annual Train Timetable;
- 7) **submitted application collisions** – a situation in which at least two railway undertakings submitted applications for train path allocation (under the ‘train path’ definition established in Article 4 point 12 of the Act) to operate on the same railway line section at the same time;
- 8) **connection coordination** - a process by which SKM consults with concerned railway undertakings to solve submitted application collisions for train route allocation;
- 9) **congestion period** - a part of the day, a full day or days determined by SKM on which the demand for capacity of a railway line or its section cannot be fully satisfied, including train parameters ordered by an applicant, even after coordination;
- 10) **train** – a railway vehicle or a composition of railway vehicles that meets the requirements specified for a train and to which the infrastructure manager has assigned train status;
- 11) **non-commercial passenger train** - an empty passenger train, a passenger train not carrying out passenger transport;
- 12) **interregional train** - a passenger train operating on domestic connections and crossing a border of a voivodeship, other than a regional train;
- 13) **regional train** - a passenger train running within administrative borders of a voivodeship or to the nearest station in a neighbouring voivodeship, enabling transfers for further travel or technical reversal of a train, and a return train, other than an interregional train;
- 14) **maintenance and repair train** – a SKM train or auxiliary vehicle or a railway undertaking acting on behalf of SKM, performing a ride for purposes of railway infrastructure maintenance, supervision, carrying out tests or repairing failures;

- 15) **railway undertaking personnel** - railway undertaking employees and other persons used by it to perform the Agreement;
- 16) **SKM personnel** – employees of the Company or other persons used by it to perform the Agreement;
- 17) **President of UTK** – President of the Office of Railway Transport;
- 18) **maintenance shutdown** - a temporary limitation of making railway infrastructure available to railway undertakings, established by a manager, used to carry out investment, modernization, renovation and ongoing maintenance works;
- 19) **railway undertaking** - a railway undertaking as defined in Article 4 point 9 of the Act;
- 20) **occasional service** – an occasional passenger carriage as defined in Article 4 point 22a of the Act and performed within remaining capacity;
- 21) **Network Statement** – this Network Statement;
- 22) **train route** - a route of passage between the timetable-specified start and end points of a train run, whereby the start point of the train route cannot be its endpoint at the same time;
- 23) **Annual Train Timetable (RRJ)** – a train timetable valid between two successive train timetable changes following midnight on the second Saturday in December;
- 24) **Regulation** – the Regulation of the Minister of Infrastructure and Construction of 7 April 2017 on the provision of railway infrastructure;
- 25) **PLK** – PKP Polskie Linie Kolejowe S.A.;
- 26) **Company/SKM** – PKP Szybka Kolej Miejska w Trójmieście Sp. z o.o.;
- 27) **crisis** - a situation resulting from a threat and leading to disruptions in the operational and transport process carried out on railway lines managed by SKM, and in buildings and structures intended for them to service people and things on a local, regional, national (network-wide), international scale, resulting in a policy violation of railway traffic safety, a risk to human health or life, and material losses or damage to the natural environment.

A crisis may result in particular from the following threats:

- a. terrorist – an attack on railway service facilities, damage or destruction of these facilities, causing contamination of railway facilities, environment, etc.,
  - b. natural - including natural disasters (floods, fires, strong winds, extreme precipitation, lightning, seismic shocks, landslides, etc.),
  - c. technical - potentially dangerous events or situations, within the meaning of the SKMr-8 Instruction on proceedings in matters relating to incidents on the railway line No. 250, power grid failures, communication system failures, computer system failures, etc.,
  - d. social - protests, strikes, blockades, mass events, etc.,
  - e. political - involving intensification of activities of organized social groups (formal and informal) that make it impossible to complete by the state of its primary functions, but not resulting in the introduction in the territory of the Republic of Poland or its part, one from states of emergency or states of defence readiness in times of crisis or war. These types of threats may result from failure to comply with contracts and international law, lack of willingness to cooperate internationally, development of aggressive ideologies, changing borders in the environment of the state, opposing stabilization tendencies and integration in the region, the existence of secessionist groups in the country and their aspirations for autonomy, anti-national policies of other countries, intimidation of countries, etc.,
  - f. organizational - resulting from incorrect work organization or improper organization and performance of duties by railway companies;
- 28) **emergency** - a situation in which, as a result of a sudden event, regardless of the will of the parties to the Usage Agreement, causing disruption or risk of disruption of the operational process on SKM lines, it is impossible to perform obligations arising from this contract, and which neither of the parties to the agreement, at exercising due care could not have foreseen or prevented it.
- An emergency may result from, among others:
- a. introducing a state of emergency in the entire country or part of it (state of natural

- disaster, state of emergency, martial law) or other events resulting from decisions of public authorities (administration government or local government), resulting in changes in the operational process,
- b. threat of a terrorist attack,
- c. other unforeseen events such as floods, fires, strong winds, storms, landslides, long-term precipitation, lightning weather conditions, hitting bystanders, collisions with animals/animals entering the gauge, social protests, failures of external energy networks energy or external communications networks, etc.;
- 29) **potentially dangerous operating situation** – a railway event not being a severe accident, accident or incident, having an insignificant impact to an increase in risk - to a controlled level of acceptable risk and causing difficulties in train traffic, as defined in the SKM r-8 Instruction;
- 30) **Agreement on Allocation** – an agreement on the allocation of capacity concluded with an applicant;
- 31) **Usage Agreement** – agreement on the use of capacity concluded with a railway undertaking;
- 32) **Act** – Railway Transport Act of 28 March 2003;
- 33) **crisis management** – activities involving prevention of crises and emergencies, taking control over them and shaping their course through planned activities and restoration of infrastructure or restoring its original character;
- 34) **WRJ** – internal train timetable intended to be used by SKM employees and railway undertakings;
- 35) **substitute train timetable (ZRJ)** – a timetable developed by SKM and agreed with a railway undertaking, containing changes to the Annual Train Timetable resulting from capacity constraints affecting train traffic related to a need to carry out works resulting in particular from a need for modernization, revitalization, current repairs, a need to remove failures or occurrence of emergencies or crises.
- 36) **railway vehicle** – a vehicle adapted to move on its wheels on railway tracks, powered by means other than human power or without propulsion;
- 37) **event** – a severe accident, accident or incident.

## **§ 2 Manager data**

1. PKP Szybka Kolej Miejska w Trójmieście Sp. z o. o. is entered into the Entrepreneurs Register under the KRS number: 0000076705, registration court: District Court Gdańsk-Północ in Gdańsk, 8th Commercial Division of the National Court Register, NIP: 9581370512, REGON: 192488478, BDO reg. no.: 000124414.
2. SKM is a registered, active VAT payer.
3. SKM operates by performing the tasks of a railway infrastructure manager in the area managed by itself in the railway infrastructure based on the provisions of the Company's agreement and the provisions of the Commercial Companies Code of 15 September 2000, Act on the commercialization and restructuring of the state-owned enterprise "Polskie Koleje Państwowe" of 8 September 2000 and other applicable regulations. SKM has security authorization issued by the President of the Office of Rail Transport.
4. Contact details of the Manager:  
PKP Szybka Kolej Miejska w Trójmiasto Sp. z o. o.  
ul. Morska 350 A, 81-002 Gdynia  
tel. 58 721 29 29  
e-mail: [skm@skm.pkp.pl](mailto:skm@skm.pkp.pl)  
website: [www.skm.pkp.pl](http://www.skm.pkp.pl)

## **§ 3 Conditions for obtaining the right to access the railway line No. 250**

1. A railway undertaking intending to run trains on the railway line no. 250 for the first time, perform manoeuvres or stop railway vehicles in the area of its station, obtains the right to access the SKM railway infrastructure, if shall submit:

- 1) a certified copy of a valid license referred to in Art. 43 of the Act;
- 2) a certified copy of a valid safety certificate referred to in Art. 18b of the Act, covering the SKM infrastructure;
- 3) a declaration that the transport will be carried out using rolling stock that meets the requirements specified in the Regulation of the Minister of Infrastructure of 12 October 2005 on general technical conditions for the operation of railway vehicles;
- 4) a statement informing about changes or withdrawal of the license and/or safety certificate. These documents must be submitted in Polish or the original language translated into Polish.

2. A railway undertaking with the right to access the SKM railway infrastructure obtained in the previous timetables is obliged to submit a declaration to SKM that the documents referred to in paragraph 1, which is the basis for getting access rights, remain valid or in the event of changes to these documents to submit certified copies of updated documents, at least 10 days before the deadline for submission of applications for the allocation of train paths in the RRJ.

3. Information on obtaining the license and certificate referred to in paragraph 1 is available in electronic form on the Office of Railway Transport website: [www.utk.gov.pl](http://www.utk.gov.pl).

4. The right of access remains valid provided that the documents referred to in paragraph 1 have kept their validity and have stayed the same. If the papers constituting the basis for its issuance have lost their validity or changed, a railway undertaking must immediately submit current documents to SKM.

5. After concluding an Agreement, a railway undertaking acquires the right to use the assigned train paths and the capacity to perform manoeuvres or to stop railway vehicles.

6. Before concluding an Agreement, a railway undertaking intending to run trains on railway line No. 250 and perform manoeuvres or stop railway vehicles in the area of its station must submit a certified, current copy of the extract from the National Court Register.

#### **§ 4**

##### **List and characteristics of railway lines made available to applicants**

1. SKM manages the railway line No. 250 Gdańsk Główny - Rumia. It is a first-class line (according to the classification of the Regulation of the Minister of Transport and Maritime Economy of 10 September 1998 on the technical conditions that railway buildings should meet and their location), functionally separated from the railway system and intended exclusively for passenger traffic (in particular provincial and local traffic passenger transport), standard gauge, double track, electrified with voltage 3000V DC.

2. The manager has defined a uniform category of the managed railway line along its entire length marked as category 1.

3. The following basic technical and operational parameters characterize the railway line:

- 1) maximum speed – 70 km/h,
- 2) permissible axle load:
  - a) along the entire length of railway line No. 250, it is 221 kN/axle, i.e. 22.5 tons/axle,
  - b) on the station tracks of Gdynia Cisowa Postojowa station, it is 221 kN/axle, i.e. 22.5 tons/axle, except for track 151 where the permissible axle load on a rail is 148.72 kN/axle, i.e. 15.2 tons/axle,
- 3) structure gauge - for line sections not subject to modernization - type "B", for sections modernized after 2016 - "GU1":
  - a) minimum track gauge - 3500 mm,
  - b) minimum distance of devices - 2200 mm from a track axis for gauge type "B" and 2,000 mm for "GU1" gauge (on a straight line),
  - c) nominal height of a platform - 960 mm at a minimum distance of 1650 mm from a track axis,
- 4) type of train communication – general network, PKP PLK S.A. train radio communication, channel 5,
- 5) minimum length of stops platforms on the line – 200 meters,
- 6) length of braking distance – 485 meters,



7) the line is equipped with trackside train automatic braking devices.

4. On railway line No. 250, there are generally two functional groups of control command devices:

1) station equipment installed at Gdańsk Główny "G-SKM", Gdańsk Wrzeszcz "Wr-SKM", Gdańsk Oliwa SKM "Gol-SKM", Sopot "Sp-SKM", Gdynia Orłowo "GOr-SKM", Gdynia Główna "GG-SKM", Gdynia Chylonia "GCh-SKM" traffic checkpoints with computer station devices of the WT UZ type and ILTOR-2 superior layer devices with systemic control of track and turnout vacancy and Gdynia Cisowa Postojowa "GCA" with type E relay devices and ILTOR-2 superior layer devices with systemic track and turnouts vacancy control;

2) linear devices regulating train traffic on railway line No. 250 Gdańsk Główny – Gdańsk Wrzeszcz – Gdańsk Oliwa – Sopot – Gdynia Orłowo – Gdynia Główna – Gdynia Chylonia and Gdynia Cisowa Postojowa – Rumia, with built-in automatic three-point line locking devices with systemic track vacancy control.

5. Basic and reserve power supply for railway traffic control devices use power connections located at the substations of the Non-Traction Needs Line (LPN) of PKP Energetyka.

6. Signaling issues with a list of signals used on railway line no. 250 were regulated in the "SKMe-1 Signaling Instruction".

7. The following traffic checkpoints are located on railway line No. 250:

No.	Name	Designation	Location	Service
1	Remote Signal Box	GG-SKM	Gdynia Główna Station	SKM
2	Remote Control Facility	GOr-SKM	Gdynia Orłowo Station	SKM
3	Remote Control Facility	Sp-SKM	Sopot Station	SKM
4	Remote Control Facility	GOI-SKM	Gdańsk Oliwa SKM branch checkpoint	SKM
5	Remote Control Facility	Wr-SKM	Gdańsk Wrzeszcz Station	SKM
6	Remote Signal Box	G-SKM	Gdańsk Główny Station	SKM
7	Remote Control Facility	GCh-SKM	Gdynia Chylonia Station	SKM
8	Remote Signal Box	GCA	Gdynia Cisowa Postojowa Station	SKM

No. 1 – RSB Gdynia controls RCF listed as No. 2

No. 6 – RSB G-SKM controls RCF listed as No. 3-5

Supervising and operating traffic on railway line No. 250 is the responsibility of the SKM Dispatch and Traffic Engineering Department, where the Traffic Engineering Section is responsible for the traffic management process.

8. The list of platforms, their location and characteristics (including platform length edges, platform height and distance of the platform edges from the track axis) are included in Annex 4 to the Network Statement.

9. Register of railway infrastructure referred to in Art. 25g of the Act is available on the [www.utk.gov.pl](http://www.utk.gov.pl) website.

## § 5

### List of points of contact with the infrastructure of other managers

Railway line no. 250 has points of contact with railway line no. 202 managed by PLK.  
The table below lists these points.

<b>POINTS OF CONTACT OF LINE NO. 250 WITH THE EXISTING PLK TRACK LAYOUT</b>						
No.	Points of contact The place where the lines connect	PLK Line		SKM Line		Additional information
		no.	km	no.	km	
1	2	3	4	5	6	7
1	<b>GDAŃSK GŁÓWNY STATION</b> from trail tracks no. 1, 2 Gdańsk Południowy - Gdańsk Główny PLK to the station track no. 3S - SKM and inversely	202	-0,091	250	-0,091	Rkpd510 belongs to SKM The point of contact is the pre-spire contact of 510 a/b junction
2	<b>GDAŃSK GŁÓWNY STATION</b> from station tracks no. 501, 502, 7, 9, 11, 13, 15 - SKM to the trail track no. 1, 2 - and station tracks - PLK and inversely	202	0,473	250	0,473	Rkpd 48 i Rkpd 50 belong to SKM Rz 24, Rkpd 25 i 2ST belong to PLK The points of contact are:
3	<b>GDAŃSK GŁÓWNY STATION</b> from trail tracks no. 501, 502 - SKM to the station track no. 3 - PLK and inversely	202	0,473	250	0,473	ad1. The joint behind the Rz24 crossing in the reverse direction ad 2. The joint behind the Rkpd 50 ab crossing in the reverse direction
4	<b>GDAŃSK GŁÓWNY STATION</b> from the trail track no. 500 - PLK to the Gdańsk Główny station tracks – SKM and inversely	249	0,597	250	0,597	Rz 55 belongs to PKP PLK. The contact point is the joint behind the Rkpd 52 cd crossing in the reverse direction
5	<b>GDYNIA GŁÓWNA STATION</b> from the station track no. 101 – PLK to the tracks no. 501.502 – SKM and inversely	201	203,67 5	250	19,970	Rz 4 belongs to PLK, Rz 3 belongs to SKM The point of contact is the joint behind junction crossing no. 3 in the reverse direction
6	<b>GDYNIA GŁÓWNA STATION</b> from the trail track no. 502, 501 - SKM to the trail track no. 24 – PLK and inversely	963	22,733	250	22,733	Rz 95 belongs to SKM The contact point is the joint behind Rz 95 crossing in the reverse direction (driving to the track 24)



7	<b>GDYNIA CHYLONIA STATION</b> from the tracks no. 501, 502 - SKM to the station tracks no. 2, 1, 3 – PLK and inversely	202	25,480	250	25,480	Rz 5 belongs to SKM. Rz6 belongs to PLK The contact point is the joint behind Rz 5 crossing in the reverse direction
8	<b>GDYNIA CHYLONIA STATION</b> from track no. 1 and 2 - PLK to track no. 501, 502 at the Gdynia Chylonia station - SKM, for trains running SKM tracks to Rumia station and inversely	202	25,590	250	25,590	Rz 8 belongs to SKM. Rz 7 belongs to PLK The point of contact is the joint contact is contact behind Rz 8 crossing in the reverse direction
9	<b>GDYNIA CHYLONIA STATION</b> from the station tracks no. 2, 1 – PLK to the trail tracks no. 501, 502 – SKM and inversely	202	26,583	250	26,583	Rkpd 31 belongs to SKM Rkpd 30 belongs to PLK The contact point is the joint behind The Rkpd 31 ab crossing in the reverse direction
10	<b>GDYNIA CHYLONIA STATION</b> from the station tracks no. 2, 1, 3 - PLK to the trail track no. 503 - SKM and inversely	202	26,810	250	26,810	Rz 39 and track 503 belong to SKM. Rkpd 38 belongs to PLK The contact point is the joint behind Rz 39 crossing in the reverse direction
11	<b>RUMIA STATION</b> from the trail tracks no. 501, 502 - SKM to the station tracks – PLK and inversely	250	31,164	250	31,164	Rm turnout head belongs to PLK. A <sup>1/2</sup> and A <sup>2</sup> entry semaphores belong to PLK. The point of contact is the perpendicular line to the 501 and 502 track axis designated by A <sup>1/2</sup> and A <sup>2</sup> semaphores
12	<b>WEJHEROWO STATION</b> connection of the main line tracks no 1 and 2 of line 202 - PLK with the side tracks – SKM	202	44,412	side track group		Rz 48 belongs to PLK, Rkpd 52 belongs to SKM. The point of contact is the joint behind the Rz 48 crossing in the reverse direction

13	<b>WEJHEROWO STATION</b> connection of the main line tracks no. 1,2,5,7,9,11 - PLK with the side tracks – SKM	202	44,526	side track group	Rkpd 59 belongs to PLK, Rz 60 belongs to SKM. The point of contact is the joint behind the Rkpd 59 c/d crossing in the reverse direction
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## § 6

### Restrictions on the use of railway infrastructure

1. Operational limitations may result, among others, from:

- 1) planned track closures resulting from investment, modernization and renovation works and ongoing maintenance,
- 2) unplanned track closures resulting from damage to railway infrastructure and closures resulting from the implementation of additional investment and modernization tasks not included in long-term planning,
- 3) damage to rolling stock,
- 4) occurrence of emergencies or crises,
- 5) threats to traffic safety or safety of transport of persons and goods,
- 6) needs to be related to state security and defence,
- 7) maintenance shutdown,
- 8) decisions of the President of the Office of Railway Transport and other authorized state bodies.

2. SKM immediately informs a railway undertaking about the need to introduce restrictions on train traffic not provided for in the Annual Train Timetable, including, in particular, resulting from a sudden need to perform works on railway line No. 250. SKM agrees on a substitute train timetable with the railway undertaking in such a case.

3. When a railway undertaking train cannot travel or occurs in an emergency, SKM must inform the railway undertaking immediately about the need to cancel the travel or introduce substitute transport.

4. During the sharing process, the following circumstances may also occur about which SKM shall notify a railway undertaking immediately:

- 1) sudden traffic restrictions affecting scheduled transport resulting from technical damage to the elements of railway line No. 250,
- 2) events about the occurrence of which the manager was warned but could not prevent, e.g. strikes, train blockades, demonstrations,
- 3) preventing or stopping the passage of a railway undertaking railway vehicle as a result of failure by the vehicle or the persons operating it requirements specified in the Agreement,
- 4) traffic restrictions affecting scheduled transport, arising as a result of Emergency Situations and other situations of which SKM was not informed or resulted from sudden atmospheric changes,
- 5) traffic restrictions in the event of a threat to traffic safety or safety of transport of persons and goods and related to safety and state defence.

5. The procedure for developing schedules for planned and unplanned refurbishments is described in Annex 6 to the Network Statement. SKM is the entity responsible for implementing this procedure.

6. Periodic planning concerns the validity dates of the changed traffic organization. A detailed schedule of changes in the train timetable is available in Annex 6a to the Network Statement.

## **§ 7**

### **Particular technical and organizational requirements for users of the railway infrastructure provided by SKM**

1. Railway line No. 250 Gdańsk Główny - Rumia is intended for passenger traffic only.
  - 1a. The passage of railway vehicles other than passenger trains is allowed on the section Gdynia Chylonia – Gdynia Cisowa Postojowa for technological, maintenance and repair needs or to use service facilities located at Gdynia Cisowa Postojowa station.
  - 1b. In the cases specified in section 1a, § 3 section 1 point 2 does not apply, which does not exempt from the application of safety rules set in the regulations in force on SKM infrastructure by the provisions of the contracts specifying the transport conditions.
2. On railway line No. 250, transport of extraordinary shipments and with exceeded gauge is prohibited.
3. Requirements for the railway infrastructure manager and railway undertakings are specified in provisions of the Act, implementing acts issued under this Act and others generally applicable legal provisions shaping commercial relations of economic entities, particularly in providing railway infrastructure, as well as internal regulations of SKM.
4. SKM internal regulations are published on the [www.skm.pkp.pl](http://www.skm.pkp.pl) website, section tab: Infrastructure/Instructions.
5. Detailed relations between a railway undertaking and SKM are shaped by civil law contracts defining rights and obligations of parties, commercial, technical and operational aspects, and formal and legal regulations regarding the implementation of mutual commitments, called contracts.
6. Principles of cooperation and SKM requirements applicable to all railway undertakings are contained in the Network Statement.
7. The overriding principle is the safe and efficient execution of train transport and equal treatment of all railway railway undertakings at the stage of:
  - 1) granting access to railway infrastructure,
  - 2) developing train timetables,
  - 3) concluding contracts for the provision of railway infrastructure,
  - 4) use of railway infrastructure,
  - 5) settlement of transport, calculation and collection of fees.

## **§ 8**

### **Detailed specification of services within the frame of providing railway infrastructure**

1. As part of the minimum access to railway infrastructure, SKM provides the following services, subject to sections 2, 3 and 4:
  - 1) handling an application for the allocation of capacity,
  - 2) enabling the use of railway infrastructure within the allocated capacity,
  - 3) controlling railway traffic and providing information about train traffic,
  - 4) providing information required to implement or conduct transport, for which capacity has been granted,
  - 5) providing overhead contact line equipment.
2. Under the cooperation agreement between managers regarding the connection of railway lines, concluded between PLK and SKM, handling the application for capacity allocation, referred to in section 1 point 1, is implemented by PLK.
3. PKP Energetyka S.A. is the electricity distribution system operator to which the 3 kV DC traction power network is connected.
4. PKP Energetyka S.A. is the entity acting as the ground data collection system energy consumption operator (DCS).
5. Railway undertakings using traction electricity are obliged to conclude electricity sales contracts and contracts for providing electricity distribution services or comprehensive arrangements for providing distribution and sales services of electricity with energy companies to the appropriate extent.

6. As part of auxiliary services, SKM provides the following services:

- 1) access to telecommunications networks,
- 2) providing supplementary information.

## **§ 9**

### **Requirements regarding railway undertaking personnel**

1. Railway undertaking employees performing activities directly related to driving railway traffic and drivers of railway vehicles, including train drivers, must meet conditions specified in the Act and the relevant implementing acts issued on its basis, on qualifications, working and rest time and knowledge of railway lines sections.
2. Training of railway undertaking employees on issues related to the use of railway infrastructure, i.e. railway traffic techniques, knowledge of extracts from technical traffic checkpoints regulations, on the route of trains on the ordered routes, may be carried out at the request of a railway undertaking by appropriate SKM employees, in the manner and on the terms specified in a separate agreement.
3. The detailed scope of issues referred to in paragraph 2, dates, number of training hours and the fee for carrying them out is specified in a separate agreement or order.

## **§ 10**

### **Rolling stock requirements**

1. Railway vehicles of railway undertakings must meet the technical conditions specified in the Regulation of the Minister of Infrastructure of 12 October 2005, on general matters technical conditions for the operation of railway vehicles and have appropriate documents by the regulation of the Minister of Transport of 2 November 2006, regarding documents that should be present in a railway vehicle.
2. Electric rolling stock must be equipped with current collectors (pantographs) with the B.3 or B.8 slider profile by the PN-EN 50367 standard and the length of the working part of the slider:
  - a) 1030 mm for B.3 profile,
  - b) 1100 mm for B.8 profile.
3. Permissible uneven distribution of wheel pressures (difference between pressures up to average wheel pressure on the axle) must be within +/- 12%.
4. Rolling stock wheelsets must ensure electrical shorting of the rail tracks - the resistance of the wheelset cannot be higher than 50 mΩ.
5. Railway vehicles equipped with automatic train braking devices, should have installed and operational devices cooperating with the trackside devices.
6. Passage of railway vehicles that are not equipped with automatic train braking devices is possible after the railway undertaking meets the conditions regarding the staffing of trains specified in the "SKMr-1 Instruction on operating train traffic".
7. Railway vehicles must be equipped with radiotelephony devices that are absolutely included in the "Radio-Stop" remote train stopping system. All traction vehicles intended for operational work must have "Radio-Stop" system devices.
8. All radiotelephone equipment to work in the radiotelephone network traction or shunting must meet the following requirements:
  - 1) have a declaration of conformity confirming compliance with the essential requirements by Art. 152, 153, 154 and 158 of the Telecommunications Law Act of 16 July 2004,
  - 2) have a valid radio license, referred to in Art. 143 of the Telecommunications Law Act of 16 July 2004,
  - 3) have a valid certificate of approval for operation issued by the President of the Railway Transport Office,
  - 4) cooperate without disruptions with devices used on the SKM railway line,
  - 5) do not cause disruptions to the operation of radiotelephony networks in the SKM railway area.
9. Information regarding processing personal data (name, surname, position service, voice) of persons using the train radiotelephony system and shunting are included in § 24 of the Network Statement.

10. Devices operating in the radiotelephone train and shunting networks cannot be made available to other users who are not authorized to work in these networks.

11. Railway undertakings who will use the SKM railway line for the first time are subject to one-time training on the procedure for checking the correct operation of the radiotelephone and the "Radio-Stop" system. The training is carried out on a railway vehicle selected by a railway undertaking with a drive based on a separate contract or order. After the training, the railway undertaking must train its employees to operate powered railway vehicles. Rules for checking the correct operation of radiotelephony devices and the system "Radio-stop" are specified in the "SKM r-5 (R-12) Instructions on the use of train radio communication devices.

12. A railway undertaking is obliged to equip a vehicle with a coupling other than screw coupling with devices enabling it to be coupled with a screw coupling to "pull" a defective vehicle off the trail.

13. A railway undertaking using railway line No. 250 must ensure that toilet cabins with an open sanitary system will be closed and inaccessible to passengers during the journey on railway line no. 250.

14. Railway undertakings using railway line No. 250 are obliged to proceed successively introducing rolling stock equipped with closed-circuit toilets into service. After 2023, railway undertakings must compose trains from passenger rolling stock equipped with closed-circuit toilets.

15. Railway undertaking vehicles must be marked as required by the Regulation of the Minister of Transport, Construction and Maritime Economy of 3 January 2013, on the method of maintaining the register and the process of marking vehicles railways, in particular regarding the proper equipment of passenger trains with the appropriate directional signs.

16. SKM, after unsuccessful intervention with a railway undertaking, informs the President of UTK about cases of disclosure of rolling stock and devices installed on the rolling stock that threaten railway traffic safety, including disruptions to the operation of traffic control devices railway and railway telecommunications.

## **§ 11**

### **Requirements for the organization of journeys**

1. Train journeys are carried out according to the timetable developed on the basis of applications from a railway undertaking.

2. In the event of technical and operational reasons or the need for effective use of railway lines, the need to adapt the organization of transport to new conditions revealed during the use of railway line No. 250, SKM notifies railway undertakings of changes that may be affected by these requirements.

3. Notifications about changes referred to in section 2 of this paragraph are made throughout the application process, timetable preparation, and implementation, but constantly so that the railway undertaking can adapt the transport organization for necessary changes.

4. In case of deviations from the timetable, the regulations for regulating train traffic apply priority levels of trains indicated in the PLK Network Statement, taking into account capacity utilization and delay minimization.

5. Readiness of a railway undertaking's train to depart from the starting or intermediate station, at which, according to the timetable, are made:

1) turning on/off a wagon or groups of wagons (including EMUs),

2) change of locomotive or traction unit,

3) brake test,

4) technical inspection,

a train driver reports to a traffic controller.

6. A notification is made using train radio communication devices, specifying:

1) train number,

2) name of the driver, number and series of the railway vehicle,

3) length of the train in meters and its total weight,

4) reporting hours.

7. The fact of reporting readiness for departure is recorded by the traffic controller in the R-138 telephone diary with a recording of the information reported by the driver.

8. The driver's report referred to in section 5 of this paragraph is confirmed by the traffic controller by giving:

- 1) name of the traffic controller,
- 2) hours of receipt of the notification,
- 3) the number under which the report was registered in the R-138 telephone diary.

9. Notification of readiness for departure is deemed to have been made on time, obliging SKM to complete the journey by the Agreement only if made before the scheduled departure of the train at the time specified in the Agreement, except change of the train set, after which the readiness for release should be reported on time enabling the scheduled departure of the train.

10. In case of failure to meet the deadline for reporting readiness for train departure according to the rules described above, the railway undertaking is not entitled to claim against SKM regarding the punctuality of the journey.

11. Information regarding processing personal data (name, surname, official position, voice) in organizing a train journey is included in § 24 of the Network Statement.

## **§ 12**

### **Internal regulations**

1. Applicant and railway undertaking using the railway infrastructure managed by SKM shall apply the provisions of SKM's internal regulations. The list of internal rules applicable to railway line No. 250 users is included in Annex 2 to the Network Statement.

2. Resolutions of the SKM Management Board adopt implementation of new internal regulations and changes to these regulations.

3. Changes regarding internal regulations will be posted on the SKM website, and information about them will be provided to a railway undertaking that concluded the Agreement for providing railway line No. 250 or its sections within a reasonable time to prepare for their introduction.

4. The regulations referred to in section 1 are available on the [www.skm.pkp.pl](http://www.skm.pkp.pl) website. If they are unavailable on the website, upon written request of a railway undertaking, SKM sends them free of charge in an electronic version.

Orders for internal regulations in printed form should be submitted to the following address:

PKP Szybka Kolej Miejska w Trójmiasto Sp. z o. o.  
ul. Morska 350 A, 81 – 002 Gdynia  
e-mail: [przepisy@skm.pkp.pl](mailto:przepisy@skm.pkp.pl)

## **§ 13**

### **Procedure for submitting and examining applications for capacity allocation**

1. Under the cooperation agreement between managers regarding the connection of railway lines, concluded between PLK and SKM, to use the railway line managed by SKM, the applicant applies to PLK according to the rules specified in the PLK Network Statement available on the [www.plk-sa.pl](http://www.plk-sa.pl) website.

2. The PLK Network Statement referred to in section 1 specifies:

- 1) procedure for submitting and examining applications for capacity allocation,
- 2) templates of applications for the allocation of capacity,
- 3) procedures according to which applicants may submit applications,
- 4) requirements applicable to applicants,
- 5) schedule for developing the RRJ,
- 6) mode and method of introducing changes to the train timetable,
- 7) the deadline after which the manager does not allocate capacity based on IRJ applications,
- 8) priorities used at the stage of developing the timetable, including the conditions under which the previous size of capacity utilization by the applicant is considered;
- 9) principles and criteria for allocating capacity applicable within the framework of cooperation with other managers,

- 10) rules for determining transport connections,
  - 11) procedure in the event of the overflow of an infrastructure section, including the size of the use of the train route authorizing the manager to refuse to assign the applicant a train route on a given section,
  - 12) method of providing applicants with information on free capacity for the needs of an individual train timetable,
  - 13) acceptance procedure by the IRJ applicant,
  - 14) threshold level of train route use, which may not be met, results in the loss of the right to use the train route.
3. SKM does not provide catalogue routes.
  4. The railway undertaking can resign from the assigned train route.
  5. The railway undertaking resigns from the assigned train route via the Internet Train Path Ordering System (ISZTP), owned by PLK.
  6. Detailed rules for resignation from train routes are specified in the Agreement.

## **§ 14**

### **Procedure in the event of potentially dangerous incidents and operational situations on the railway line**

1. In the event of an incident on railway line No. 250 or a potentially dangerous operational situation, participants of the transport process are obliged to comply with the Regulation of the Minister of Infrastructure and Construction of 16 March 2016 on severe accidents, accidents and incidents in rail transport and internal regulations listed in Annex 2.
2. Any railway undertaking employee who noticed that an incident may or has occurred or a potentially dangerous operating situation referred to in section 1 should:
  - 1) use all possible and available means to eliminate the threat, prevent its extension and limit its effects,
  - 2) inform the employee of the nearest SKM traffic checkpoint marked in § 4 section 7 of the Network Statement as the "Remote Signal Box"
3. If, as a result of an incident or a potentially dangerous operating situation, referred to in section 1 of this paragraph, the damage has occurred or may occur with the direct threat of damage or damage to the environment, pollution of infrastructure elements or there is a risk of explosion, fire or other danger for the operation of the railway, the railway undertaking's employee is obliged to immediately notify the employee of the nearest SKM traffic checkpoint on the railway line No. 250 marked in § 4 section 7 of the Network Statement as the "Remote Control Facility", through which the Regulation makes notifications referred to in section 1 and implement all possible measures to eliminate threats and preventive measures.
4. SKM and the railway undertaking are obliged to:
  - 1) providing help to the injured,
  - 2) cooperation to minimize the adverse effects of the events that occurred listed in section 1,
  - 3) cooperation in removing damage and restoring railway traffic as quickly as possible,
  - 4) cooperation determining the causes of the events specified in section 1 of this paragraph.
5. Determining the causes of the events specified in section 1 of this paragraph and responsibility for their consequences is carried out by an appointed railway commission appointed by SKM with the railway undertaking's participation, which operates according to safety and internal regulations following Annex 2 to the Network Statement. The results of this activity are presented in the final arrangements report. SKM can transfer the chairmanship of the railway committee to the railway undertaking.
6. Responsible for implementing the recommendations developed by the railway committees and contained in the protocol of final arrangements after a railway incident are specified in the Agreement.
7. The railway undertaking is obliged to update the contact details of the railway undertaking's dispatch office, with whom SKM is to contact in the event of a railway incident or potentially dangerous operating situation, within 30 days before the commencement of the Annual Train Timetable and send these data to SKM address:



**PKP Szybka Kolej Miejska w Trójmieście Sp. z o. o.**  
**Dispatch and Traffic Engineering Department**  
**ul. Morska 350 A, 81-002 Gdynia**  
**tel. (58) 721 29 48**  
**e-mail:**

The railway undertaking is obliged to regularly update contact details mentioned above.

8. To the extent determined in the post-accident proceedings and described in the memorandum of understanding final results, the parties to the Agreement are obliged to repair the damage, including reimbursement of costs incurred when removing the effects of the event specified in section 1 of this paragraph and providing assistance and covering the costs of compensation in proportion to the degree of contributing to the occurrence of the event specified in section 1 of this paragraph.

9. If it is impossible to agree on the parties' liability scope and the method of repairing the damage shown in post-accident documentation, there is a procedure for resolving disputes between the parties to the Agreement.

10. Claims arising from potentially dangerous incidents or operational situations referred to in section 1, not attributable to SKM, the interested entities must pursue on their own.

11. For journeys carried out by SKM or the railway undertaking to eliminate the consequences of potentially dangerous events or operational situations referred to in paragraph 1, occurring on the railway line managed by SKM, is not being developed train timetable, and the journey takes place by the provisions of internal regulations.

## **§ 15**

### **Special rules of conduct in the event of operational disruptions, emergencies and crises**

1. If there are deviations from RRJ for reasons for which it is the responsible party to the contract (including the cases referred to in § 16 section 1 of the Network Statement), this party is liable towards the other party and other users of the railway line for the resulting difficulties in the operation of railway line No. 250.

2. SKM notifies the interested railway undertakings about any disruptions impacting their operational activities.

3. In the event of disruptions, SKM takes all possible actions (considering interests of all railway undertakings) aimed at restoring normal operating conditions.

4. According to the provisions of the Act, SKM is obliged to suspend or limit traffic on all or part of railway line No. 250 in the event of a safety threat movement or safety of people and things.

5. In the event of operational difficulties, i.e., the necessity of damaged rolling stock "downloading" to restore the possibility of travel, SKM has the right to use a railway vehicle powered by the railway undertaking or dispatch the railway undertaking's employee with proper qualifications (train driver, rolling stock auditor), to execute appropriate activities to remove the damaged railway vehicle of this or another railway undertaking from the trail.

6. The railway undertaking is obliged to cover the costs resulting from the actions taken to ensure the continuity and safety of railway traffic to eliminate the consequences of events caused by reasons attributable to him.

7. SKM and railway undertakings, as part of crisis management, depending on the scope of the activities concerning them, bear all costs resulting from the implementation of the project aimed at maintaining traffic flow or technical security of the railway line.

## **§ 16**

### **Method of notifying about changes in technical and operational parameters**

1. SKM notifies about changes in technical and operational parameters of railway line No. 250, including restrictions related to the works, introduced speed limits and other operating restrictions, incorrect operation of railway traffic control and communication devices and control and rolling stock diagnostics devices, electronically to the e-mail addresses indicated in the Agreement or using the so-called "SMS gateways".
2. Additionally, the following rules for making notifications are established:
  - 1) in the events that are important for maintaining the safety and continuity of traffic management, as well as the security of people and property, including incidents referred to in § 15 section 1 of the Network Statement, the following shall be notified accordingly:
    - a) on the SKM side - the nearest traffic checkpoint marked as a "Remote Signal Box" or "Checkpoint";
    - b) on the railway undertaking's side - units/persons/positions mentioned in the agreement;
  - 2) in cases of disruptions in the implementation of the timetable, units/persons/positions notifying and obtaining information are specified in the Agreement;
  - 3) in other cases, including when providing additional information related to the performance of the Agreement, respectively, i.e. both on the part of SKM and the railway undertaking, the units/persons/positions mentioned in this Agreement are notified.
3. If notifications are made in writing, they should be addressed to:
  - 1) to SKM to the address:  
PKP Szybka Kolej Miejska w Trójmieście Sp. z o. o.  
ul. Morska 350 A, 81-002 Gdynia  
[zarzadca@skm.pkp.pl](mailto:zarzadca@skm.pkp.pl)
  - 2) to the railway undertaking to the addresses specified in the Agreement.
4. Documentation confirming that the notification was made is kept for five years.

## **§ 17**

### **Obligations and rights of parties**

1. As part of providing railway infrastructure, SKM:
  - 1) runs trains by the timetable according to the rules and conditions of conducting traffic on railway lines specified in the Regulation of the Minister of Infrastructure of 18 July 2005 on general requirements of railway traffic and signalling, technical regulations of traffic checkpoints/remote traffic control section and in internal regulations (instructions) specified in Annex 2, with additional applications terms and conditions contained in the Agreement,
  - 2) is responsible for the condition and efficiency of the railway road elements made available under the Agreement, performs everything necessary for traffic activities for the journey at SKM technical posts, organizes them directly and supervises by applicable internal regulations (instructions) and technical regulations,
  - 3) allows access to the SKM railway area to the railway undertaking's employees or other authorized entities. To enter the applicants, employees must possess personal authorizations issued by SKM – template authorization constitutes Annex 5 to the Network Statement. When giving authorization, the following procedure applies:
    - a) the entity applying for personal authorization applies to SKM Railway Security Guard to the following address:

**PKP Szybka Kolej Miejska w Trójmieście Sp. z o. o.  
Komenda Straży Ochrony Kolei  
ul. Morska 350 A, 81-002 Gdynia  
tel. (58) 721 29 29 wew. 2145**

- b) the template of the application for issuing a personal authorization is attached to Annex 5a to the Network Statement,
      - c) SKM charges a fee of 10.00 PLN net for issuing a personal authorization or a duplicate for each, for a period of validity of two years,
      - d) the applicant is obliged to:
        - occupational health and safety training for persons for whom authorization is requested in

connection with dangers and threats to health and life during work performance in the railway area, with the principles of safe work performance in the railway area,

- equip employees with personal protective equipment,
- obtaining consent to the processing of personal data in connection with carrying out work for the employer necessary for the issuance of authorization,

e) if the reason justifying the issuance of a personal authorization no longer exists, the applicant is obliged to return it to the issuer immediately,

f) SKM, based on an appropriate decision, may waive from collecting the fee referred to point c,

(a person staying within the railway area - infrastructure managed by SKM and not having the authorization referred to in this section is subject to a fine under the Regulation of the Minister of Infrastructure of 6 April 2021 regarding order regulations applicable in the area railway, on trains and other railway vehicles and indoors intended to serve travellers using rail transport at railway stations);

4) keeps documentation of the journeys of the railway undertaking's trains,

5) immediately notifies the railway undertaking about events (severe accidents, accidents, incidents) or potentially dangerous operational situations related directly to its train, railway vehicle or employee,

6) immediately notifies the railway undertaking of any situations that may occur and cause disruptions in the execution of journeys, in particular:

a) ad hoc traffic restrictions affecting the planned journeys,

b) the occurrence of events of which SKM was warned, but despite them, due diligence could not prevent them - e.g. a strike, a road blockade of train, a demonstration,

c) preventing or stopping the railway undertaking's train (railway vehicle) as a result of not meeting the requirements specified in the regulations concerning this train (railway vehicle) or persons operating it;

7) informs the railway undertaking about the need to introduce unforeseen traffic restrictions in the timetable, particularly those resulting from an emergency and the need to perform works on railway line No. 250. In such a case, SKM agrees with the railway undertaking to a substitute timetable;

8) notifies the railway undertaking about changes in internal regulations (instructions), agreements and regulations in force at SKM, constituting the basis for the performance of the Agreement no later than 15 days before the entry into force of the changes,

9) cooperates according to the conditions specified in separate agreements with other infrastructure managers – journeys on lines and line sections adjacent to the point of contact,

10) notifies the railway undertaking concerned about the rules of conduct during crises on the railway line managed by SKM.

2. As part of the performance of the Agreement, SKM has the right to:

1) carrying out inspection activities to the extent agreed with the railway undertaking in the agreement regarding trains, railway vehicles and railway undertaking's employees to ensure safe and compliant traffic management and consistent control of common risks,

2) preventing the railway undertaking's train (railway vehicle) from passing or stopping the train in the event of not complying with the requirements specified in the rules by the train (railway vehicle) or the persons operating it,

3) suspending or limiting railway traffic and deciding on the modification scope of the transport process in emergencies and/or crises, including, in particular, those arising from the needs of state defence and security,

4) request that the railway undertaking designate its representatives to the crisis management teams in emergencies or crises,

5) suspending the journey planned in the timetable if it is not possible to carry out the journey of the railway undertaking's train by another route or if an emergency or a crisis arises; SKM is obliged to inform the railway undertaking about the journey suspension and its reason immediately,

6) issuing binding orders to persons driving the railway undertaking's railway vehicles to ensure safety and manage traffic on railway line no. 250; SKM employees managing train traffic, are authorized to issue such orders,

7) inspecting compliance with order regulations in the SKM railway area,

8) request explanations from the railway undertaking regarding the manner of implementing the agreement in cases where there is a risk of its violation or people, property or environmental security threats.

3. As part of the use of railway infrastructure, the railway undertaking:

1) cannot transfer the journeys allocated to it (train routes) to another railway undertaking or commission the execution of journeys provided for in the timetable,

2) is responsible for the condition and efficiency of the used trains and railway vehicles,

3) complies with the rules and conditions for operating traffic on railway lines as specified in the Regulation of the Minister of Infrastructure of 18 July 2005 on general requirements for railway traffic and signalling and the internal regulations (instructions) specified in Annex 2 to the Network Statement,

4) meets the conditions required by law regarding qualifications, working and rest time of train drivers and knowledge of the line sections they serve;

5) closely cooperates and complies with all decisions and arrangements regarding the transport modification process undertaken by SKM in emergencies and crises,

6) appoints representatives to the crisis management team,

7) ensures that the railway undertaking's employees carry out the orders given by the authorized SKM employees in the scope of ensuring safety and managing traffic on railway line No. 250 and in emergencies or crises,

8) equips its employees participating in the transport process with all necessary documents and accessories specified in the regulations. The railway undertaking's employees are obliged to have these documents and accessories while performing activities related to transport,

9) is responsible for securing the parked trains or railway vehicles against running away,

10) immediately notifies SKM of the events referred to in § 15 section 1 of the Network Statement, related directly to its train (railway vehicle) or employees, occurring in the SKM railway area by the rules contained in § 15 of the Network Statement,

11) immediately notifies SKM of any notices other than those mentioned above in point 10 of this section, events and other situations occurring in the SKM railway area, which create or may create any threats to the safety and continuity of train operations, and also security of people and property,

12) at the request of SKM, provides documentation regarding qualifications and authorizations of railway undertaking's employees and confirms the technical efficiency of the railway vehicles used for transport,

13) in the event of termination of the agreement, removes its railway vehicles, devices and equipment from the SKM railway infrastructure within 15 days. In failure to fulfil such an obligation, the railway undertaking covers the costs of removing these vehicles, devices and equipment by SKM,

14) complies with the provisions contained in the WRJ regarding the permissible gross weight of train and other train route parameters included in this timetable,

15) may authorize the authorized SKM employees to access and travel in an active driver's cab within the railway network managed by SKM on the terms agreed in the agreement.

4. During the period of performance of the agreement, the railway undertaking has the right to:

1) receiving additional explanations and justifications regarding the introduction from SKM changes resulting from the situations described in section 1 point 5 and 6 of this paragraph,

2) request explanations from SKM regarding implementing the agreement when there is a risk of breach of the agreement or persons or property security threat.

## **§ 18**

### **Fees for the use of infrastructure**

1. In the scope of determining and collecting fees for the use of infrastructure, SKM applies provisions of the Act and Commission Implementing Regulation (E U) 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.

2. Based on the agreement on cooperation between managers in the field of connecting railway lines, the fee for processing the application for capacity allocation is collected by PLK on the terms and in the amount specified in the PLK Network Regulation.

3. The railway undertaking has the right to resign from or part of the assigned train route. For failure to use the allocated capacity, SKM charges railway undertakings a reservation fee for all or part of the ordered and allocated train path that was not used by the railway undertaking.
4. The reservation fee referred to in section 3, is determined as:
  - 1) 25% of the basic fee if no resignation from the assigned route is submitted less than 12 hours before the scheduled start of the train;
  - 2) 20% of the basic fee in the event of resignation from the assigned route not less than 12 hours and less than 36 hours before the scheduled date starting the train;
  - 3) 15% of the basic fee in the event of resignation from the assigned route not less than 36 hours and less than 72 hours before the scheduled date starting the train;
  - 4) 10% of the basic fee in the event of resignation from the assigned route not less than 72 hours and not more than 30 calendar days before the scheduled start of the train;
  - 5) 1% of the basic fee until the following change of the train timetable in the event of resignation from the assigned route within a period longer than 30 calendar days before the planned start of the train, excluding journeys based on IRJ.
5. For services provided as part of minimum access to railway infrastructure related to the completed train service, SKM collects a basic fee from railway undertakings. The basic fee is calculated as the product of the train mileage and the rate unit specified for a train service over a distance of one kilometre.
6. The price list of unit rates for determining the basic and manoeuvres fees is specified in Annex 7 to the Network Statement.
7. SKM applies the same principles of charging fees to all applicants/railway undertakings for the entire railway network under its management.

## **§ 19**

### **Procedures for resolving disputes and appeals regarding matters related to sharing railway infrastructure and implementation plan**

1. Based on the agreement on cooperation between managers in the field of connecting railway lines, disputes regarding matters related to the provision of railway infrastructure are resolved by PKP PLK S.A. under the terms specified in the PLK Network Statement.
2. The railway undertaking submits a protest or an appeal to SKM in paper form to the correspondence address or electronically to [zarzadca@skm.pkp.pl](mailto:zarzadca@skm.pkp.pl) regarding the implementation plan referred to in Art. 30g of the Act.
3. SKM immediately provides everyone with a copy of the protest or appeal filed to all railway undertakings who are a party to the protest or appeal.
4. Railway undertakings who are a party to the protest or appeal submit comments or supplements within 3 days from receipt of a copy of the protest or appeal.
5. SKM resolves the protest or appeal within 10 business days from the date of its submission. The date of filing a protest or an appeal is the date of registration by the SKM Office and, in the case of a message sent electronically - the date of receipt of this message.
6. Failure to resolve the protest within the period referred to in section 5 shall be deemed as consideration.
7. SKM forwards the resolution of the protest together with the justification to the railway undertaking who lodged a protest or appeal and to railway undertaking who are a party to the subject of the protest or appeals.
8. If the protest or appeal is accepted, SKM shall immediately make appropriate corrections in the scope covered by the protest or appeal.
9. The railway undertaking filing the protest or appeal and railway undertakings being a party to the subject of the protest or appeal may not subsequently raise a protest, citing the same circumstances.

## **§ 20**

### **Service facilities**

1. List of service facilities provided by SKM, access conditions and the provision of services at these facilities and a list of the services are provided on the [www.skm.pkp.pl](http://www.skm.pkp.pl) website in the Infrastructure/Provision conditions tab.

2. Railway undertakings are entitled to access the facilities referred to in section 1 on equal and non-discriminatory principles.

## **§ 21**

### **Substitute transport**

1. In the event of restrictions on the use of railway infrastructure, for reasons for which SKM is responsible, the railway undertaking may transport passengers using land-based alternative means of transport, adapted to the number of travellers and using available public transportation. The choice of alternative means of transport should consider the costs of using individual means.

2. SKM is obliged to cover additional costs incurred by the railway undertaking for providing alternative transport if its provision results from reasons that are SKM's responsibility. Other costs are understood as differences between the costs the railway undertaking would incur if the journey is carried out in the manner provided for in the contract and documented expenses incurred when providing substitute transport.

3. The introduction of substitute transport by the railway undertaking takes place in consultation with the SKM Dispatch and Traffic Engineering Department. The railway undertaking, before the introduction of alternative transportation, informs the SKM Dispatch and Traffic Engineering Department, stating:

- 1) date and time of introduction of substitute transport,
- 2) list of trains for which will introduce substitute transport,
- 3) substitute transport route report,
- 4) planned number of people for transport,
- 5) names of the persons making the arrangements.

The information mentioned above should also be provided in writing.

4. Settlements of additional costs of substitute transport are treated separately from receivables arising from the provisioning process and are settled in the manner agreed by the parties to the Agreement.

## **§ 22**

### **Method of developing and disseminating the Network Statement**

1. The SKM railway infrastructure manager developed the Network Statement on the basis of art. 32 of the Act and § 27 of the Regulation, as well as under the provisions of the 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 journey (OJ EU L.2015.148.17).

2. The draft Network Statement was published on the [www.skm.pkp.pl](http://www.skm.pkp.pl) website and consulted with railway applicants under § 27 section 3 of the Regulation.

3. The Network Statement is published on the SKM website ([www.skm.pkp.pl](http://www.skm.pkp.pl)) in the section "INFRASTRUCTURE" in the "sharing conditions" tab.

4. Changes to the Network Statement are made in justified cases after previous consultations with railway undertakings. Consultations are carried out by electronic mail. E-mail addresses regarding the Network Statement should be sent to the address indicated in section 7.

5. Changes resulting from changes in generally applicable legal provisions are made in compliance with the deadlines specified in this Network Statement.

6. SKM updates contact details on an ongoing basis.

7. Comments and questions regarding the Network Statement should be submitted to the following address:

PKP Szybka Kolej Miejska w Trójmiasto Sp. z o. o.

ul. Morska 350 A, 81-002 Gdynia

e-mail: [zarzadca@skm.pkp.pl](mailto:zarzadca@skm.pkp.pl)

8. SKM informs railway undertakings about the announcement of the Network Statement and the introduction of amendments via e-mail.

## **§ 23**

## **Final Provisions**

1. SKM does not offer to conclude framework agreements.
2. SKM does not provide for the use of the procedure for obtaining a derogation from the requirements regarding knowledge of the Polish language for train drivers from the Member States of the European Union because the managed railway infrastructure does not include railway lines or railway line sections containing border crossings with the European Union countries neighbouring the Republic of Poland.

### **§ 24**

#### **Information clause**

Under Art. 13 sections 1 and 2 of the Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation - from now on referred to as GDPR), SKM informs that:

1. The administrator of personal data is PKP Szybka Kolej Miejska w Trójmieście sp. o. o. based in Gdynia, ul. Morska 350A, 81-002 Gdynia.
2. Contact details of the data protection officer at SKM: e-mail address: daneosobowe@skm.pkp.pl, tel. 58 721 29 69.
3. Personal data will be processed to ensure voice communication between employees employed in positions related to railway traffic management and employees employed in operating trains and enabling sending data related to rail traffic management.
4. Personal data will be processed on the basis of the Regulation of the Minister of Infrastructure on general conditions for railway traffic, signalling and internal regulations applicable in SKM.
5. Personal data will not be transferred to a third country/international organization.
6. Personal data will be stored for a period of one month unless their storage for a different period will be required by separate regulations (e.g. in the case of proceedings regarding incidents and potentially operational situations dangerous on the railway line) - for the period specified in these regulations.
7. Every person whose data will be processed has the right to access their data and the right to rectify, delete, or limit processing, the right to data transfer, and the right to object.
8. Each person whose data will be processed has the right to complain to the President's Office for Personal Data Protection (address: ul. Stawki 2, 00-193 Warszawa, tel. 22 860 70-86) when he/ she considers that the processing of his/her personal data violates the GDPR provisions.
9. Providing personal data within the scope specified in the Network Statement is a condition of performing railway transport. The consequence of not providing personal data is that it will be impossible to run the train.
10. Personal data will not be subject to profiling.



### List of changes and supplements

No.	Change (supplement)			Applies from	Legible signature of the employee making the change (supplement)
	Year	No.	Results from		
1					
2					
3					
4					
5					
6					
7					
8					
9					
10					
11					
12					
13					
14					
15					
16					
17					
18					
19					
20					

to the Network Statement for the railway network managed by PKP Szybka Kolej Miejska w Trójmieście Sp. z o.o.  
for the timetable 2023/24

**List of addressees and telephone numbers of PKP SKM w Trójmieście Sp. z o.o.**

**ADDRESS:**

PKP Szybka Kolej Miejska w Trójmieście Sp. z o.o.  
ul. Morska 350 A  
81-002 Gdynia

**TELEPHONES AND EMAIL ADDRESSES:**

Management Board Secretariat	tel. (58) 721 29 29  <a href="mailto:skm@skm.pkp.pl">skm@skm.pkp.pl</a>
Head of the Dispatch and Traffic Engineering Department	tel. (58) 721 29 48 (58) 721 29 29 ext. 2012
PKP SKM Line Dispatcher	tel. (58) 721 12 11 (58) 721 29 29 ext. 2010
SKM Railway Security Guard Headquarters	tel. (58) 721 27 48 (58) 721 29 29 ext. 2140
SOK SKM Dispatcher	tel. (58) 721 11 72 (58) 721 29 29 ext. 2020

<a href="mailto:zarzadca@skm.pkp.pl">zarzadca@skm.pkp.pl</a>	remarks and information concerning the Network Statement
<a href="mailto:infrastruktura@skm.pkp.pl">infrastruktura@skm.pkp.pl</a>	remarks and information regarding activities of SKM as a railway infrastructure manager, including reporting infrastructure failures
<a href="mailto:wnioski@skm.pkp.pl">wnioski@skm.pkp.pl</a>	information on submitting and completing applications for route allocation
<a href="mailto:przepisy@skm.pkp.pl">przepisy@skm.pkp.pl</a>	information and needs regarding regulations and SKM internal regulations

Annex 2

to the Network Statement for the railway network managed by PKP Szybka Kolej Miejska w Trójmieście sp. z o.o.  
for the timetable 2023/24

**List of internal regulations applicable to the users of railway line  
managed by PKP SKM w Trójmieście sp. z o.o.**

No.	Regulation number	Regulation name
1	SKM e-1	Instructions on signalling
2	SKMr-1	Instructions on train traffic management
3	SKM r-5 (R-12)	Instructions on the use of train radio communication devices
4	SKM r-8	Instructions on dealing with incidents on railway line No. 250
6	SKM r-9	Instructions on manoeuvring work techniques

All instructions are available at [www.skm.pkp.pl/infrastruktura/instrukcje](http://www.skm.pkp.pl/infrastruktura/instrukcje)

to the Network Statement for the railway network managed by PKP Szybka Kolej Miejska w Trójmieście Sp. z o.o.  
for the timetable 2023/24

**List of materials from which current collector sliding pads (pantograph) can be made  
for a railway vehicle for contact with the traction network**

No.	Material symbol	Producer	Limitations
1.	MY7A2	Morganite Electrical Carbon Ltd. – Great Britain	without limitations
2.	P8511	CARBONE LORRAINE APPLICATIONS ELECTRIQUES – France	without limitations
3.	SK-162	Elektrokarbon a.s. – Slovakia	without limitations
4.	RH 83 M6	PanTrac GmbH – Germany	without limitations
5.	SK85ACu	Hoffmann & Co Elektrokohle AG - Austria	without limitations
6.	SK01Cu	Hoffmann & Co Elektrokohle AG – Austria	This type of material can be used on the PKP SKM w Trójmieście sp. z o.o network, provided two pantographs must be raised and connected when parked under a single-wire traction.
7.	SK85Cu	Hoffmann & Co Elektrokohle AG – Austria	This type of material can be used on the PKP SKM w Trójmieście sp. z o.o network, provided two pantographs must be raised and connected when parked under a single-wire traction.
8.	MY131	Morganite Electrical Carbon Ltd. – Great Britain	without limitations
9.	S4202	Morganite Electrical Carbon Ltd. – Great Britain	This type of material can be used on the PKP SKM w Trójmieście sp. z o.o network, provided two pantographs must be raised and connected when parked under a single-wire traction.
10.	P5696	MERSEN FRANCE Amiens S.A.S.- France	no remarks

## Parameters of platforms on railway line No. 250

No.	from km	to km	axis KM	Platform length [m]	Operating point name	Type of operating point/station/stop	Platform number	Technical data														
								Height from the railhead [ m ]				width [ m ]	Number of edges [ pcs. ]	length of individual edges [ m ]		surface [ m <sup>2</sup> ]	Safety lane width [ m ]	type of surface (II)			year	
								low	standard 55 cm	standard 76 cm	High (agglomeration)			Track 501*	Track 502*			hardened	unpaved	mixed	construction	last refurbishment
1	-1,113	-0,913	-1,013	200	Gdańsk Śródmieście	Passenger stop	1	-	-	-	1	16	2	200	200	2250	1	1	-	-	2015	-
2	0,053	0,253	0,153	200	Gdańsk Główny	Station	3	-	-	-	1	10,5	2	200	200	1970	1	1	-	-	1949	2015
3	0,084	0,284	0,184	200			4	-	-	1	-	11,9	2	200	200	2077	1	1	-	-	1949	1976
4	0,084	0,312	0,198	228			5	-	-	1	-	11,1	2	228	228	1750	1	1	-	-	1949	1976
5	0,966	1,182	1,074	216	Gdańsk Stocznia	Passenger stop	1	-	-	-	1	9,5	2	216	216	1796	1	1	-	-	1953	1966
6	2,396	2,613	2,505	217	Gdańsk Politechnika	Passenger stop	1	-	-	-	1	11,2	2	217	217	2067	1	1	-	-	1953	2011
7	4,082	4,295	4,189	213	Gdańsk Wrzeszcz	Station	3	-	-	-	1	10,5	2	213	213	2147	1	1	-	-	1912	2013
							4	-	-	-	1	6,1	1	200	-	1215	1	1	-	-	2016	-
8	5,332	5,541	5,437	209	Gdańsk Zaspą	Passenger stop	1	-	-	-	1	7,2	2	209	209	1516	1	1	-	-	1952	2006
9	6,851	7,095	6,973	244	Gdańsk Przymorze- Uniwersytet	Passenger stop	1	-	-	-	1	12,8	2	244	244	2407	1	1	-	-	1953	1966
10	7,918	8,143	8,031	225	Gdańsk Oliwa SKM	Branch checkpoint/ Passenger stop	2	-	-	-	1	10,3	2	225	225	2207	1	1	-	-	1952	2008
11	9,175	9,375	9,275	200	Gdańsk Żabianka - AWFiS	Passenger stop	1	-	-	-	1	11,2	2	200	200	1996	1	1	-	-	1975	2013
12	10,423	10,633	10,58	210	Sopot Wyścigi	Passenger stop	1	-	-	-	1	9,2	2	210	210	1703	1	1	-	-	1953	2010
13	11,366	11,581	11,474	215	Sopot	Station	1	-	-	-	1	10	2	215	215	2103	1	1	-	-	1953	2010
14	13,396	13,607	13,502	211	Sopot Kamienny Potok	Passenger stop	1	-	-	-	1	10,4	2	210	210	2136	1	1	-	-	1952	2015
15	15,641	15,865	15,753	224	Gdynia Orłowo	Station	1	-	-	-	1	12,9	2	224	224	2515	1	1	-	-	1953	-
16	17,452	17,662	17,557	210	Gdynia Redłowo	Passenger stop	1	-	-	-	1	10,1	2	210	210	1701	1	1	-	-	1956	2020

17	19,262	19,478	19,370	218	Gdynia Wzgórze Św. Maksymiliana	Passenger stop	1	-	-	-	1	10	2	216	216	1870	1	1	-	-	1929	2011
18	20,760	20,993	20,877	233	Gdynia Główna	Station	1	-	-	-	1	14,4	2	233	233	2413	1	1	-	-	1954	2009
19	21,730	21,937	21,834	207	Gdynia Stocznia - Uniwersytet Morski	Passenger stop	1	-	-	-	1	9,9	2	207	207	1808	1	1	-	-	1956	-
20	23,538	23,748	23,643	210	Gdynia Grabówek	Passenger stop	1	-	-	1	-	10,4	2	210	210	2165	1	1	-	-	1952	-
21	24,912	25,120	25,012	200	Gdynia Leszczynki	Passenger stop	1	-	-	1	-	11,5	2	200	200	2057	1	1	-	-	1973	-
22	25,910	26,115	26,013	205	Gdynia Chylonia	Station	1	-	-	-	1	10,32	2	205	205	1991	1	1	-	-	1956	2018
23	27,140	27,351	27,246	211	Gdynia Cisowa	Passenger stop	1	-	-	-	1	11,5	2	211	211	1845	1	1	-	-	1997	2015
24	30,162	30,362	30,262	200	Rumia Janowo	Passenger stop	1	-	-	-	1	7,8	2	200	200	1560	1	1	-	-	1957	2018

\*At Gdańsk Główny station: platform 4, track 7 and 9, platform 5 track 13 and 15

to the Network Statement for the railway network managed by PKP Szybka Kolej Miejska w Trójmieście Sp. z o. o.  
for the timetable 2023/24

**AUTHORIZATION**

**to stay in the railway area and railway vehicles managed by PKP SKM w Trójmieście sp. z o.o. Gdynia, ul. Morska 350A in the places and rooms indicated by the other side**

<p><b>AUTHORIZATION Nr 0000/0000</b></p> <p><b>to stay in the railway area and railway vehicles managed by PKP SKM w Trójmieście sp. z o.o. Gdynia, ul. Morska 350A in the places and rooms indicated by the other side</b></p> <p>Name: Surname: Position: Entity Name:</p> <p>Issue date: Valid until:</p> <p><b>Commander of the SKM Railway Security Guard</b></p> <p>Round Stamp</p> <p>..... <b>Signature and stamp of the issuer</b></p> <p><small>AUTHORIZATION valid only upon presentation of the document confirming identity</small></p>	<ol style="list-style-type: none"><li>1. Railway station and stabling tracks</li><li>2. Tracks of the line No. 250</li><li>3. Signal boxes</li><li>4. Wejherowo siding, PRT checkpoints.</li><li>5. Ticket offices, distribution point</li><li>6. Cleaning points: Wejherowo and Gdynia</li><li>7. Workshops, C-4 repair hall</li><li>8. Warehouses for material and technical supplies</li><li>9. Company offices after working hours</li><li>10. Premises and facilities rented or leased</li><li>11. Active duty compartment</li><li>12. Train driver's cab</li><li>13.</li></ol> <p>..... (Another indicated area of PKP SKM w Trójmieście Sp. z o.o.)</p> <p>Legal basis: art. 58 of the Railway Transport Act of 28 March 2003</p> <p>If the reasons for which the permit was issued no longer exist, the applicant is obliged to return it to the issuer.</p> <p>Lost permits must be reported to the issuer immediately.</p>
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**PAGE 1**

**PAGE 2**

Dimensions: 70–100 mm.



to the Network Statement for the railway network managed by PKP Szybka Kolej Miejska w Trójmieście Sp. z o. o.  
for the timetable 2023/24

.....  
Company stamp

.....  
Place, date

**Straż Ochrony Kolei  
PKP SKM w Trójmieście Sp. z o. o.  
ul. Morska 350a  
81-002 Gdynia**

**APPLICATION**  
for authorization to enter and stay in the railway area  
managed by PKP Szybka Kolej Miejska w Trójmieście sp. z o. o.

**in order to:** .....  
type of services provided, contract number

**on what dates:** .....  
indicate validity periods, no longer than 2 years

**in what extent:** .....  
indicate digital scope of the authorization (reverse of Annex 1 to the Network Statement) or describe it

Applying is equivalent to expressing consent and is the basis for issuing an invoice for authorization(s) delivery. Please issue an invoice based on the following data:

Name of the entity:.....

Address:.....

NIP: .....

Substantive handling of the application:

First and last name: .....

Tel.: .....

Email: .....

.....  
signature, stamp of the applicant

## **INFORMATION OF PERSONAL DATA ADMINISTRATOR**

**We want to inform you that persons are registered for authorization issuance to ensure the security of people and property in the facility, vehicle and railway area of PKP SKM w Trójmieście sp. z o. o.**

Therefore, acting under the provisions of Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation) in particular, in relation to the provisions of Art. 13 of the Regulation mentioned above, we inform that:

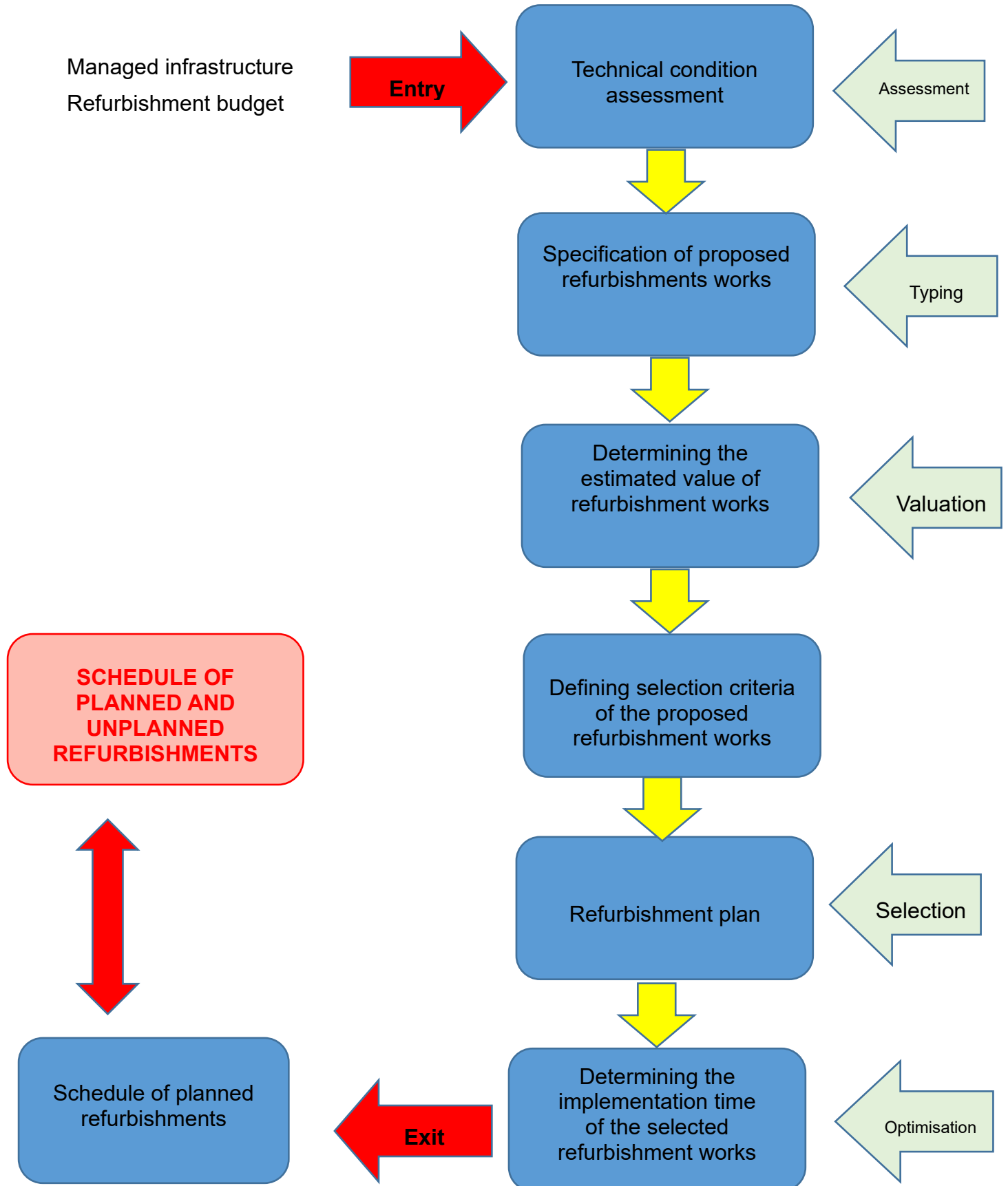
1. The administrator of personal data is PKP SKM w Trójmieście sp. z o. o. with its registered headquarters at 81-002 Gdynia, ul. Morska 350a, email: daneosobowe@skm.pkp.pl;
2. The obtained personal data are processed solely to issue a permit authorizing the moving around a vehicle or facility;
3. Data are obtained under Art. 6 section 1 letter e of the Regulation mentioned above (GDPR), in connection with Art. 58 section 2 and 3 of the Railway Transport Act;
4. The recipients of the data are:
  - a) PKP SKM w Trójmieście Sp. z o. o.;
  - b) Entities and bodies authorized under laws and regulations;
5. The acquired data is stored in the registers for the period specified in the Single Item List of Files of PKP Szybka Kolej Miejska w Trójmieście Sp. z o. o. agreed in consultation with the Director of the State Archives in Gdańsk;
6. Under the provisions of the Regulation mentioned above, you have the right to request access from the personal data administrator relating to the data subject, deletion or restriction of processing, to object to processing, as well as the right to transfer data;
7. According to the provisions of the Regulation mentioned above, you have the right to complain to the supervisory authority, the President of the Personal Data Protection Office (address: ul. Stawki 2, 00-193 Warsaw, tel. 22 860 70 86) when the processing of personal data violates the provisions of the GDPR;
8. The data is collected for the purpose indicated in section 2, for the fulfilment of the obligation specified in section 3;
9. Obligation to provide personal data to the extent specified in the Regulations specifying the principles of entering and staying in the railway area and vehicles of PKP SKM w Trójmieście sp. z o.o. is a requirement for confirming and granting permission. The registration is required and constitutes consent to data processing for the above purposes. Lack of consent prevents the authorization from being granted. Unauthorized entry into the facility may result in penalty fines under § 1 point 5 of the Regulation of the Minister of Infrastructure regarding order regulations applicable in the area railway, on trains and other railway vehicles and indoors intended to serve travellers using rail transport at railway stations.
10. No automated decisions will be made based on the data, including profiling within the meaning of the provisions of the Regulation mentioned above. The data will not be transferred to third countries.

The applicant confirms that the employees mentioned above have been familiarized with the dangers and threats regarding health and life while performing work in the railway area, will be equipped with individual protective equipment, were familiarized with the principles of safety work in the railway area, have consented to the processing of their personal data in connection with the performance of work at their employer's company, have read the information clause mentioned above.

List of employees to be authorized:

No.	Name and surname	Position
1.		
2.		
3.		
4.		
5.		
6.		
7.		
8.		
9.		
10.		

### PROCEDURA OPRACOWYWANIA HARMONOGRAMÓW REMONTÓW PLANOWYCH I NIEPLANOWYCH



**Validity schedule of the changed organization of train traffic and preparation and publication of the train timetable 2023/2024**

No.	Deadline validity of the changed traffic organization	Deadline for applying for closures to PKP SKM w Trójmieście sp. z o.o.	<u>STARTING CONSTRUCTION</u> on substitute train timetables	Date of sending the substitute train timetable project	Deadline to handover remarks by railway undertaking	Date of sending the substitute train timetable <u>END OF CONSTRUCTION</u>	Train timetable deadline publication
1	2	3	4	5	6	7	8
1	10 XII 2023 – 9 III 2024	22 VIII 2023	4 IX 2023	10 X 2023	20 X 2023	30 X 2023	19 XI 2023
2	10 III 2024 - 8 VI 2024	23 XI 2023	4 XII 2023	9 I 2024	19 I 2024	30 I 2024	18 II 2024
3	9 VI 2024 - 31 VIII 2024	23 II 2024	4 III 2024	9 IV 2024	19 IV 2024	30 IV 2024	19 V 2024
4	1 IX 2024 - 9 XI 2024	17 V 2024	27 V 2024	2 VII 2024	12 VII 2024	23 VII 2024	11 VIII 2024
5	10 XI 2024 - 14 XII 2024	26 VII 2024	5 VIII 2024	10 IX 2024	20 IX 2024	1 X 2024	20 X 2024

## Basic fee unit rates

approved by Decision No. DRR-WLKD.730.13.2022.JP of 20 December 2022 of the President of the Office of Railway Transport

Line category	Total gross weight of the train [t]	Part of the rate depending on line and mass category of the train [PLN/train-km]	Value differentiating indicator	Part of the rate depending on train traction [PLN/train-km]	Part of the rate related to the type of performed transport [PLN/train-km]	Unit rate of the basic fee for diesel traction [PLN/train-km]	Unit rate of the basic fee for electric traction [PLN/train-km]
1	m≤100	5,72	0,74049	1,19	0,00	4,23	5,42
	101<m≤200		0,87025			4,97	6,16
	201<m≤300		1,00000			5,72	6,90
	301<m≤400		1,25359			7,17	8,35
	401<m≤500		1,50717			8,62	9,80
	501<m≤500		1,76076			10,07	11,25

## Implementation Plan

1. All scheduled passenger trains of the railway undertaking are considered to be scheduled trains for the transport of persons that have completed their journey on the line managed by SKM or have been transferred to lines managed by PLK with a delay of at most 5 minutes.
2. Percentage of the number of railway undertaking trains that were not delayed for reasons for which is liable as specified in the Usage Agreement and cannot be less than 90% for passenger trains.
3. The amount of compensation due per minute of train delay is 3.00 PLN.
4. All passenger trains are eligible for payment of compensation due to the railway undertaking intended for transporting people that have completed their journey on the line managed by SKM or have been transferred to lines managed by PLK with a delay of more than 5 minutes, excluding trains that were launched on the basis of applications for the allocation of train paths referred to in Art. 30 section 10 of the Act.
5. The difference is used to determine the number of minutes of delay subject to compensation payment between the actual arrival at the final station and the scheduled arrival time or the difference between the scheduled arrival at the final station plus the number of minutes of delay a passenger train intended for the transport of people, which was accepted from lines managed by PLK and the actual arrival at the final station.
6. Coordination of compensation payments by SKM:
  - 1) SKM pays compensation to the railway undertaking if the railway undertaking trains mentioned in section 4 have been delayed for reasons for which SKM or other railway undertakings are responsible.
  - 2) The railway undertaking pays SKM compensation for delays of trains of other railway undertakings when it caused their delay.
  - 3) The basis for compensation settlements for each settlement period is the documentation agreed and authorized with the railway undertaking and maintained by SKM (list of receivables and SKM obligations).
  - 4) Compensation will be settled on a one-month basis; each settlement period should be completed by the 20th day of the following month.
  - 5) SKM assigns responsibility for the delay to one entity based on the documentation kept, and if this is impossible, determines the percentage share in the number of minutes of delay of individual participants of the transport process responsible for the train delay train according to section 5.
  - 6) The basis for issuing debit notes will be the established number of minutes of delay assigned to each railway undertaking responsible for the train delay following point 5.
  - 7) SKM sends the "List of receivables and liabilities of SKM" to the indicated e-mail addresses of the railway undertakings by the 7th business day of the following month for verification and authorization.
  - 8) After verification, railway undertakings are obliged to send the authorized list to SKM to the indicated e-mail address within 3 days of receiving the list. In case of failure to submit the authorized list within 3 days, the railway undertaking is deemed to have consented to the qualification reasons for the delay.

## **Principles and methods of determining the causes of delays and assigning responsibility for train delays**

1. The reasons for the delay will be qualified in accordance with the principles referred to in the Regulation of the Minister of Infrastructure and Construction of 7 April 2017 on the provision of railway infrastructure.
2. Settlement of compensation for train delays covers stations located within the area of the manager.
3. Delays of passenger trains waiting for connection will be borne by the railway undertaking requesting connection, whose train is transferring with passengers.
4. The following train delays are not subject to settlement:
  - a) caused by emergencies and events for which the railway undertaking or infrastructure manager is not responsible,
  - b) lack of voltage in the traction network, voltage drops, failures in electric traction power supply devices from reasons attributable to PKP Energetyka S.A. or other entity providing distribution services and sale of traction electricity,
  - c) operation of rescue trains going to the place of the event or potentially dangerous operation situation,
  - d) launching trains based on applications for the allocation of train paths submitted later than 5 days before the planned start of the train, not performing transport of people and goods, and self-propelled railway vehicles carrying out transport maintenance and repair. If the passage of these trains caused secondary passenger train delays, the parties responsible would be obligated to pay compensation to railway undertakings whose trains were delayed.
  - e) if there are restrictions when using the infrastructure that make it necessary for the launch of substitute transport by the railway undertaking, a delay of the train for which parts of the route substitute transport was introduced will be classified as a secondary cause.