

DRAFT
Printed 16 November 1999

Parties

THE WELLINGTON REGIONAL COUNCIL
("WRC")

TRANZ RAIL LIMITED
("TR")

FUNDING AGREEMENT FOR THE
PROVISION OF SUBURBAN RAIL
SERVICES IN WELLINGTON

Error! Not a valid filename.

FUNDING AGREEMENT FOR THE PROVISION OF SUBURBAN RAIL SERVICES IN WELLINGTON

Date:

PARTIES

- (1) THE WELLINGTON REGIONAL COUNCIL, a body corporate constituted under the Local Government Act 1974 ("WRC")
- (2) TRANZ RAIL LIMITED, a company having its registered office at Wellington ("TR")

OBJECTIVES

The WRC is responsible for promoting and assisting the development of public transport services that meet the needs of the Wellington regional community in the most efficient and cost effective way by, among other things, making funds available for approved transportation projects.

A proportion of this funding comes from Transfund New Zealand which has approved the funding of certain urban rail passenger services in the Wellington region on the condition that TR will call for public tenders for those components of the services that are capable of being sub-contracted out.

This Agreement outlines the basis on which TR will assist the WRC to achieve its objectives of securing the provision of certain urban rail passenger services in the Wellington region in accordance with the requirements of Transfund New Zealand on a long-term basis.

AGREEMENT

By executing this Agreement the WRC agrees to fund (as set out in clause 4.1 of Schedule I), and TR agrees to provide, the Rail Services (as defined in clause 2.1 of Schedule 1) upon the terms and conditions set out in Schedules 1, 2, 3, and 4 to this Agreement, which form part of this Agreement.

SIGNED by an authorised representative of the **WELLINGTON REGIONAL COUNCIL:**

Witness: _____

Occupation: _____

Address: _____

SIGNED by **TRANZ RAIL LIMITED** by:

Director

Director

SCHEDULE 1 : TERMS AND CONDITIONS

1 DEFINED TERMS AND INTERPRETATION

- 1.1 Terms that begin with a capital letter are defined in clause 23.1. The principles of interpretation that govern this Agreement are set out in clause 23.

2 PROVISION OF SERVICES

- 2.1 In order to assist the WRC in promoting the development of public transport services that are efficient and cost effective, TR shall provide the Rail Services and ensure that they meet the Minimum Service Requirements as set out in Schedule 2 throughout the term of this Agreement.
- 2.2 The WRC acknowledges that registration of a competing passenger service or variation of the registration of an existing registered service so that it competes with the Rail Services under sections 49 or 50 of the Transport Service Licensing Act 1989 (or equivalent provisions in any other statute) is likely to have a material adverse effect on the financial viability of the Rail Services.
- 2.3 Subject to TR continuing to meet its obligations under this Agreement, to the extent permitted by law the WRC agrees to exercise its discretion under sections 49 or 50 of that Act (or equivalent provisions in any other statute) not to register or vary registration of any other passenger service during the term of this Agreement where this would be likely to have a material adverse effect on the financial viability of the Rail Services.
- 2.4 In providing the Rail Services TR shall comply with the provisions of the Transfund New Zealand Competitive Pricing Procedure Variation No. S2-24 (Wellington Urban Rail Passenger Service) (or as amended) and all subsequent procedures of this type stipulated by Transfund New Zealand from time to time.

3 TERM OF AGREEMENT

- 3.1 This Agreement shall commence on 1 July 1998 and, unless terminated earlier in accordance with its provisions, shall terminate on 30 June 2008.

4 PAYMENTS

- 4.1 WRC will pay TR the sum of (plus GST) per annum towards provision of the Rail Services and associated customer parking areas during the term of this Agreement.
- 4.2 Payments under clause 4.1 will be made to TR twice a month in arrears in equal instalments of (plus GST).
- 4.3 Payments under clause 4.2 are to fall due on the 10th and the 25th day of each month.

Adjustment of Funding

- 4.4 The sum payable under clause 4.1 above will be adjusted as follows:
- 4.4.1 To reflect any alteration in charges levied on TR by central or local government to the extent necessary to compensate for such change.
- 4.4.2 On any occasion where the imposition of any additional charge by central or local government increases the costs to motorists in terms of the Cost of Travel by Car, funding will be reduced by 80% of the assessed effect of the increase calculated as follows:
- The Cost of Travel by Car table will be amended to reflect the increase in charges imposed.

Each fare will be recalculated in accordance with the provisions of Clause 7 to maintain the relativity that applied between the Adult single fare and 50% of the Cost of Travel by Car immediately prior to the increase. From these fares an annual fare revenue will be calculated using the passenger journey data for the previous year. The actual revenue of the previous year will be deducted from this estimated annual revenue figure and 80% of this difference will be deducted from the sum payable under clause 4.1.

- This alteration to the sum payable will take effect 30 days after the imposition of the additional charge referred to in the first paragraph of this subclause.
- 4.4.3 In accordance with the provisions of clause 5.
- 4.4.4 In accordance with the provisions of subclause 9.3.

Application of Funding

- 4.5 The parties acknowledge and agree that those funds which are derived by the WRC from sources other than Transfund New Zealand and provided to TR under this Agreement are to be applied solely towards the operating costs of TR in providing the Rail Services and the acquisition, construction, installation or extension of assets necessary to provide the Rail Services while the funds derived by the WRC from Transfund New Zealand and provided to TR under this Agreement are to be applied to the operating costs of TR in providing the Rail Services and to provide a return on assets used in the provision of the Rail Services.

Non-Payment

- 4.6 If for any reason any amount payable by WRC under this agreement is not paid by WRC within 7 days of the due date for payment the WRC shall pay TR on demand interest at the then current bid rate as shown on page BKBM of the Reuters Monitor Screen (or its equivalent page) for bank accepted bills of exchange having a term approximately equal to 90 days plus 5% per annum, calculated daily on the amount unpaid from and including the due date until payment is made in full by the WRC.

5 REPLACEMENT OF ENGLISH ELECTRIC ELECTRIC MULTIPLE UNITS

- 5.1 Both parties acknowledge that the Rail Services Minimum Service Requirements may not be met for the full term of this agreement unless alternative rolling stock is provided pursuant to Clause 9.3 of this agreement.
- 5.2 TR shall advise WRC, no less than six calendar months prior to withdrawing any or all of the English Electric Electric Multiple Units, of the last date on which TR is prepared to operate the rolling stock.
- 5.3 Upon receipt of the advice pursuant to subclause 5.2 above, WRC shall have the options set out below:
- To alter funding in the terms of subclause 9.3; or
 - To agree with TR to a reduction to the minimum service requirements described in Schedule 2 to a level that TR can operate for the balance of this agreement and to reduce the payment due pursuant to clause 4 accordingly.

- 5.4 Notice of the withdrawal of rolling stock from service pursuant to this clause will not put TR in breach of the terms of this agreement.

6 REPORTING REQUIREMENTS

- 6.1 Within 60 days after 30 September 1998, and within 60 days of the end of every following quarter, TR shall advise the WRC of:

6.1.1 the total revenue derived by TR from passengers travelling on the Rail Services;

6.1.2 the total in service vehicle hours:

6.1.3 the total in service vehicle kilometres;

6.1.4 the peak in service vehicle requirements each day;

6.1.5 the estimated total passenger journeys made on the Rail Services;
and

6.1.6 the estimated total passenger kilometres travelled on the Rail Services,

during the preceding quarter.

- 6.2 TR shall also notify the WRC of any action taken by the Director of Land Transport Safety under the Transport Services Licensing Act 1989 (or any similar statute) or any other event which will or is likely to have a material adverse effect on any of the Rail Services.

- 6.3 TR shall retain all records of the information which it is obliged to provide under clause 6.1 of this Agreement for one year after the date on which this agreement terminates and shall make all such records and related documentation available to the WRC or its agents on request.

7 FARES AND TIMETABLING

- 7.1 TR shall advise the WRC of details of any proposed changes in respect of any of the Rail Services, including changes to the fare structure or to timetabling which TR is obliged to notify pursuant to the Transport Services Licensing Act 1989.

- 7.2 TR undertakes that:

- 7.2.1 the maximum fare for any journey on any of the Rail Services shall not exceed the published adult single fare;
- 7.2.2 no published adult single fare with Wellington Railway Station as either the boarding or alighting station may exceed 50% of the Cost of Travel by Car;
- 7.2.3 intermediate fares (i.e. fares that do not have Wellington Railway Station as either the boarding or alighting station) shall not exceed 50% of the Cost of Travel by Car, provided that this shall not prevent fares for two or more adjoining stations from being grouped in a similar manner to the groupings in existence immediately preceding the date of the Agreement;
- 7.2.4 the provisions of clauses 7.2.2 and 7.2.3 do not apply in respect of the Johnsonville Line, where a single fare may be continued, such fare not to exceed 50% of the Cost of Travel by Car between Wellington and Johnsonville.
- 7.3 TR agrees to provide, subject to clause 7.4, the following concessionary fares on all Rail Services at all times throughout the term of this Agreement:
- 7.3.1 children of four years or less are to be carried free of charge if accompanied by an adult or by a child aged twelve years or more;
- 7.3.2 school children from five to fifteen years old are to be charged not more than 40% of the equivalent published adult single fare;
- 7.3.3 full-time secondary students from sixteen to nineteen years old are to be charged not more than 40% of the equivalent published adult single fare.
- 7.4 TR may impose conditions on the concessionary fares set out in clause 7.3.2 and clause 7.3.3 relating to the minimum number of trips purchased, the services on which the concessionary fares will be available, the point(s) of purchase and in relation to period passes, the minimum period which may be purchased.
- 7.5 TR acknowledges that the WRC may adopt a policy of ensuring concessionary fares are made available to the elderly and to other transport disadvantaged groups and TR agrees to co-operate with the

WRC in implementing any such policy, subject to TR receiving satisfactory funding to cover any reduction in revenue.

- 7.6 TR acknowledges that it is WRC policy to introduce an integrated ticketing regime in the long term for all modes of public transport in the Wellington region, including rail, and agrees to assist and co-operate with the WRC in developing and implementing such a policy, subject to WRC providing TR with funding which TR considers satisfactory to cover any increased costs.
- 7.7 TR undertakes that at least one month prior to instituting any reduction in service levels TR shall (in addition to its obligations under the Transport Services Licensing Act 1989) advise the WRC of the proposed reduction so as to permit the WRC to assess the impact of the proposed changes on passengers.

8 RESPONSIBILITY FOR INFRASTRUCTURE

TR acknowledges that, as between TR and the WRC, TR has sole responsibility (including financial responsibility) subject to Schedule 3 for the provision, maintenance, repair and development (to a standard that reflects the public image TR wishes to convey) of all infrastructure necessary in order to provide the Rail Services including, without limitation, trackage, signals, trains, traction equipment, railway stations excluding Waterloo (including entry to and exit from such stations and car-parking to the extent currently provided by TR). However, TR is free to lease or otherwise deal with railway stations and other property or facilities in whatever way it sees fit.

9 SERVICE ENHANCEMENTS

- 9.1 TR shall use its reasonable endeavours to increase the numbers of passengers using the Rail Services and to improve the standard of service offered. To this end representatives of TR and the WRC shall meet on a regular basis to discuss possible improvements to the Rail Services, such meetings to take place at least twice a year;
- 9.2 TR shall liaise regularly with bus operators in the Wellington region who carry passengers to or from Rail Services stations with a view to promoting better co-ordination of such services with the Rail Services and the WRC shall act as a facilitator to assist in such liaison. TR shall make reasonable efforts to co-ordinate Rail Service timetables with the services provided by such bus operators.

- 9.3 TR has provided indicative costs for a number of service enhancements as set out in Schedule 4. WRC may request at any time that one or more of these service enhancements be introduced. At this time TR and WRC will reassess the indicative costs attributed to the enhancement or enhancements in question and agree on any alteration required to the funding level set out in clause 4.1 (as amended pursuant to clause 5).

10 COMPLIANCE WITH LEGAL REQUIREMENTS

In providing the Rail Services, TR shall comply with all applicable enactments and regulations including (to the extent that it is applicable) the Health and Safety in Employment Act 1992 and shall (without limitation) maintain a valid rail service licence and approved safety system and comply with all of the other requirements of the Transport Services Licensing Act 1989 within the periods specified in that Act.

11 INSURANCE AND LIABILITY

- 11.1 TR shall be fully responsible for all matters relating to passenger safety and security and shall maintain all such forms of insurance in relation to the Rail Services as would be maintained by a prudent rail service operator.
- 11.2 TR shall indemnify the WRC against all losses, damages, expenses or costs suffered or incurred by the WRC directly or indirectly as a result of any breach by TR of this Agreement provided that the aggregate liability of TR to indemnify the WRC under this clause shall not exceed the total payments to be made over the full term of this agreement.

12 INFORMATION AND PUBLICITY

- 12.1 TR shall use reasonable endeavours to ensure that the public is kept well informed of the benefits of travelling by rail. All Rail Services facilities shall be clearly signposted and TR shall (without limitation) produce and distribute adequate supplies of timetables and fares in a timely manner and shall also make sufficient copies of these available to the WRC for distribution.
- 12.2 TR shall co-operate with the WRC in any schemes designed to promote or publicise public transport in the Wellington region, such schemes to be at the cost of the WRC.

12.3 Where practicable, the Rail Services will be publicly acknowledged as having been funded by the WRC. Any such public acknowledgement shall be in a form approved by the WRC.

13 FORCE MAJEURE

13.1 Neither party shall be liable to the other for any failure or delay in performing its obligations under this Agreement which results from Force Majeure and the obligations, the performance of which is prevented by reason of Force Majeure, shall be suspended until such time as performance becomes possible once more. In the interim, the party whose performance has been prevented shall take all reasonable steps to remedy or abate Force Majeure.

13.2 Performance of any obligation affected by Force Majeure shall be resumed as soon as reasonably possible after the termination or abatement of Force Majeure. If the event or circumstance giving rise to the Force Majeure continues for more than 28 days either party may terminate this Agreement by giving 48 hours notice in writing.

14 TERMINATION

14.1 The WRC may terminate this Agreement at the end of any year ending 30 June or (if clause 14.1.2 applies) immediately prior to or as soon as reasonably possible after such unlawfulness or restriction or reduction coming into effect, if (but only if):

14.1.1 the funding available to the WRC from sources other than non-transport related rates, being funding that is required to be credited to the Land Transport Disbursement Account, ceases or is substantially reduced and, in the reasonable judgement of the WRC, there is no reasonable alternative source of funding available other than non-transport related rates; or

14.1.2 any change in the law or in Government policy or any decision of the Court makes it unlawful for the WRC to fund the provision of the Rail Services or has the effect of (i) preventing such funding; or (ii) substantially reducing the funds available to the WRC for the funding of the Rail Services; or (iii) making the WRC no longer responsible for regional transportation matters;

provided that where the funds available to the WRC have been or will be reduced the WRC shall not terminate this Agreement unless and until the

parties have met to discuss the possibility of varying this Agreement to take account of the reduced funding and no agreement has been reached.

14.2 The WRC may terminate this Agreement immediately by giving written notice to TR if:

- 14.2.1 any event occurs which has a significant material adverse effect on the ability of TR to perform its obligations under this Agreement; or
- 14.2.2 a judgement or order for \$1,000,000 or more is entered against TR and TR fails to satisfy it within fourteen days, unless TR is contesting such judgement or order in good faith by appropriate legal proceedings; or
- 14.2.3 TR proposes or enters into any scheme of arrangement or composition with its creditors or any group of creditors; or
- 14.2.4 TR goes into liquidation or has a receiver or statutory manager appointed in respect of all or any of its assets or is liquidated (except for the purpose of a reconstruction which the WRC has previously approved in writing) or a meeting is called to consider the appointment of a liquidator; or
- 14.2.5 a holder of any security takes possession of or exercises its power of sale in respect of all or any of TR's assets which are material to the performance of this Agreement.

14.3 Either party may terminate this Agreement immediately by giving written notice to the other, where the other party has breached this Agreement and does not remedy the breach within 30 days of receiving a notice which specifies the breach and requires it to be remedied.

14.4 The termination of this Agreement will not release either party from any existing liability that has arisen by virtue of any breach of this Agreement.

14.5 TR may terminate this Agreement if there are substantial increases in any major input cost or costs incurred by TR, which are not compensated for by any increase in funding under clause 4.1 and such cost increases will in the reasonable judgement of TR significantly affect the viability of the Rail Services.

15 AMENDMENTS OR VARIATIONS

15.1 The terms and conditions of this Agreement can be varied by agreement between the parties provided any such variation is in writing signed by both parties.

16 NOTICES

16.1 Any notification under this Agreement must be in writing and shall either be delivered by hand, sent by fastpost or equivalent (with postage pre-paid) or transmitted by facsimile to the address of the recipient set out below or such other address as the recipient has subsequently advised in writing:

The Wellington Regional Council
142-1 46 Wakefield Street
Wellington

Fax No. (04) 385-6969
Attention: Dr D Watson

New Zealand Rail Limited
Bunny Street
Wellington

Fax No. (04) 498-2118
Attention: Mr J Moriarty

16.2 Notices delivered by hand or sent by facsimile will be deemed to have been delivered or sent on the next Business Day if they are delivered or sent on a Saturday, Sunday or public holiday or after 4pm on any Business Day. Notices sent by post will be considered to have been received on the second Business Day after mailing provided they were sent by fastpost or equivalent with postage pre-paid.

17 NON-WAIVER

If either party fails to enforce any of the provisions of this Agreement at any time this does not mean that the party has waived its right to do so and any such failure will not affect the validity of this Agreement. If any party exercises any rights or discretions under this Agreement this will not preclude it from exercising the same right or discretion or any other right or discretion at any later date.

1% PARTIAL INVALIDITY

If any part of this Agreement proves to be invalid this will not stop any other part of this Agreement from being enforceable.

19 RELATIONSHIP BETWEEN THE PARTIES

Nothing in this agreement shall create or evidence any partnership, joint venture, agency or trust between TR and the WRC and neither TR or the WRC shall make any representation that any such relationship exists between the parties.

20 ARBITRATION

Any dispute between the parties in relation to this Agreement shall be referred to arbitration under the Arbitration Act 1996 or any other Act which may take its place. If the parties have not agreed upon a single arbitrator within 14 days of one party notifying the other in writing that it wishes to refer a dispute to arbitration then each party will appoint its own arbitrator and those two arbitrators will then appoint a third party to act as umpire. If either party fails to appoints its arbitrator within 14 days of being requested to do so by the other party then the arbitrator appointed by that other party shall be the sole arbitrator. The parties agree that the determination of the arbitration shall be final and binding on both parties.

21 CONFIDENTIALITY

Except to the extent required by law or the requirements of any applicable stock exchange, each party shall keep confidential all information and data that it may acquire in relation to the affairs and business of the other party in the course of performing its obligations under this Agreement, provided that the WRC may publish patronage data in an aggregated form to inform the public of patronage trends and to meet its reporting obligations to Transfund New Zealand.

22 ASSIGNMENT

- 22.1 TR may only assign its rights and obligations under this Agreement with the prior written consent of the WRC provided that TR shall be entitled to assign its rights and obligations to any company which is in the same wholly owned group of companies (as the term is defined in the Income Tax Act 1994) as TR with such consent not to be unreasonably withheld.

22.2 The WRC may only assign its right and obligations under this agreement with the prior written consent of TR with such consent not to be unreasonably withheld.

23 DEFINITIONS AND INTERPRETATION

23.1 Unless the context requires otherwise:

“Business Day” means any day other than a Saturday or a Sunday or a public holiday;

“Car Operating Cost” means the most recent average car operating cost per kilometre for a 2000cc car travelling an average annual distance of 12,000 kilometres during its first five years of life, as published annually by the New Zealand Automobile Association;

“Cost of Travel by Car” means the sum determined by taking the distance by road (taking the most convenient route) from the railway station at which a passenger boards to the station at which the passenger alights, multiplied by the Car Operating Cost, and then adding the Parking Fee:

“Force Majeure” means any act of God, strike, riot, electrical supply failure, order of the Court, accident, earthquake, landslide, flood or other similar cause beyond the control of the party seeking to rely on it which prevents that party from performing its obligations under this Agreement;

“GST” means Goods and Services Tax;

“Minimum Service Requirements” means the minimum service set out in Schedule 2;

“Minimum Service Standards” means the minimum standards set out in Schedule 3;

“Off-Peak Periods” means those periods from Monday to Sunday inclusive which are not Peak Periods;

“Parking Fee” means 50% of the daily fee for parking in the James Smith car parking building (or any equivalent Wellington City Council car parking building) during normal office hours;

“**Peak Periods**” means the periods from 6 am to 9 am and 4 pm to 7 pm, Monday to Friday (but excluding public holidays and the period 25 December to 10 January inclusive);

“**Rail Services**” means those TR passenger rail services over all or part of the following routes that have been registered by the WRC in accordance with the provisions of the Transport Licensing Act 1989, but excluding long distance passenger rail services such as Capital Connection or Bay Express:

- (i) Paraparaumu/Wellington;
- (ii) Wairarapa (Masterton)/Wellington;
- (iii) Melling/Wellington;
- (iv) Johnsonville/Wellington;
- (v) Upper Hutt/Wellington

and in the case of Off-Peak Periods, means passenger services provided at least 90% by train and no more than 10% by bus, provided that where an accident, incident or significant planned maintenance or construction work precludes full use of rail services alternative services may be provided by bus until it becomes possible to resume full rail service;

“**Service Enhancements**” means the service enhancements set out in Schedule 4;

23.2 A reference to a clause or Schedule is a reference to a clause of or schedule to this Agreement.

23.3 Where the context requires, references to the singular include references to the plural and vice versa.

23.4 The Schedules form part of this Agreement.

23.5 This Agreement shall be governed by and construed in accordance with the laws of New Zealand.

24 ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the parties in relation to its subject matter and supersedes all earlier agreements, understandings or representations.

**SCHEDULE 2 :
 MINIMUM SERVICE REQUIREMENTS**

1 Scheduled Services - Hours of Operation

The minimum service to be provided, unless otherwise noted below, is one rail passenger service each hour, each way on the following routes:

Master-ton/Wellington) Two trains during morning
) Peak Periods

Wellington/Master-ton) Two trains during afternoon
) Peak Periods

	M - F	Sat	Sun
Upper Hutt/Wgtn	0500 - 2300	0600 - 2200	0630 - 2200
Wgtn/Upper Hutt	0600 - 2400	0600 - 2300	0700 - 2300
Wgtn/Melling)	12 trains (in total)	No Service	No Service
)	between 0600 - 0900		
)	and 1600 - 1900 daily		
Melling/Wgtn			
Paraparaumu/Wgtn	0500 - 2300	0600 - 2200	0630 - 2200
Wgtn/Paraparaumu	0600 - 2400	0600 - 2300	0700 - 2300

(Train service past Plimmerton shall be at TR's discretion for the first hour of the day and limited service may be offered after 2000 hours on Saturday and Sunday and before 0900 on Sunday).

	M - F	Sat	Sun
Johnsonville/Wellington	0630 - 2300	0630 - 2300	No Service
Wellington/Johnsonville	0630 - 2400	0630 - 2400	No Service

2 Sufficient seats shall be available on the Rail Service to ensure that no passenger has to stand for more than 20 minutes on average due to lack of seating.

- 3 Rail Services at least equivalent to Sunday service shall be provided on public holidays and during the Christmas period, being the period from (and including) Christmas Day to (and including) the Sunday prior to the first full working week in the following January.

- 4 Such services shall be based on the standard timetable for either a weekday, Saturday or Sunday except that the composition of any service may be reduced provided the provisions of subclause 2 above are complied with.

SCHEDULE 3 : MINIMUM SERVICE STANDARDS

TR is required to meet the following minimum service standards.

- At least 95% of services shall depart from their originating station on time as measured on a calendar month basis.
- Cleaning of rolling stock used to provide the Rail Services shall be carried out at least as follows:
 - ⇒ Interior full clean (sweep/dust/clean windows) at least once each weekday;
 - ⇒ Interior minor clean (remove rubbish) at least after each return trip; and
 - ⇒ Exterior wash at least twice per week while in service.
- All stations shall be maintained in a workmanlike manner including but not exclusively:
 - ⇒ All graffiti to be removed or painted out within 48 hours;
 - ⇒ All shelters, seats, guttering and downpipes to maintained in a weatherproof and working order; and
 - ⇒ All platform surfaces to be maintained free from pot holes.
- All stations will display the station name and directions to the exit(s) of the station.
- All interior fittings in the rolling stock shall operate as designed.
- An operational public address system shall be maintained in all GM EMUs and shall be fitted and maintained in any EE EMUs refurbished after the commencement of this agreement or any other EMU's put in service during the currency of this agreement
- Operating staff are required to advise passengers by use of the public address system of any delay likely to exceed 10 minutes.

- TR shall maintain a system by which waiting passengers at suburban stations can be advised of any delay exceeding 10 minutes

SCHEDULE 4 :
POTENTIAL SERVICE ENHANCEMENTS

(Based on 20 year payment period)

	\$million/per annum
1. Refurbish the balance of GM EMUs	1.2
2. New EMUs J'ville line	4.4
3. Second hand EMUs J'ville line	2.3
4. Replace balance of EE EMU's (new)	3.0
5. Replace balance of EE EMU's (second hand)	1.5
6. Replace Wairarapa carriages	0.6
7. Extend service to Waikanae	1.6
8. Install security systems at stations/car parks	0.1
9. Station upgrades	0.4